



Town of West Newbury
Select Board
Monday, December 18, 2023 @ 5:30pm
381 Main Street, Town Office Building
www.wnewbury.org

RECORDS & PUBLIC CLERK
23 DEC 17 4:15 PM

AGENDA

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

- ❖ MGL Ch. 30A §21(a) 3: To discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares (*Dispatch Union collective bargaining agreement; DPW Highway Union collective bargaining agreement*);
- ❖ MGL Ch. 30A §21(a) 2: To conduct strategy sessions in preparation for negotiations with nonunion personnel (*policy regarding additional compensation to exempt employees*);
- ❖ 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 (*potential Intermunicipal Agreements with Newburyport re Middle Street Bridge, and Water*).
- ❖ 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; legal costs, year-to-date*).

The Board may reconvene in Executive Session, after the conclusion of the Open Session, if needed.

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.
- West Newbury Fire Department to host Santa Claus on tour of the Town December 24th
- 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 Comment. Limited to 2 minutes per resident on any topic. Please note that the Board will not discuss or take action at this meeting.
- B. Consent agenda – Request to approve the following:
 - a. Meeting minutes: November 28, 2023; December 4, 2023
 - b. Requests for renewal of Retail Liquor Licenses for 2024
 - i. GN Enterprises Inc. d/b/a West Newbury Pizza Company (*restaurant/wines & malt §12*)
 - ii. West Newbury Food Mart, Inc. (*package store/all alcoholic beverages §15*)
 - c. Requests for renewal of Class II Used Car Licenses for 2024
 - i. Newburyport Automotive, Inc. (330 Main Street)
 - ii. RTI Enterprises, Inc. (289 Main Street)
 - iii. Crane Neck Auto, LLC (5 Crane Neck Street)
 - d. Request for authorization to submit BRIC grant, *Building Inspector*
 - e. Request for authorization to submit EMPG Grant, *EMA Director*
 - f. Approval of 2024 Election Worker List
- C. Town Manager Updates
 - a. NEMLEC MOU
 - b. FY25 Budget process and timeline
 - c. Update on Personnel Evaluation process
 - d. Updates on other ongoing/active projects/initiatives
- D. Department Updates/Discussion
 - a. Draft Livery License application guidelines – *Town Clerk*
 - b. Public Trail Use Review Process – *Conservation*
 - c. Submittal of River Road subdivision application to Planning Board – *Planning*
 - d. Town Planner Report
- E. Board/Commission/Committee Updates/Discussion (and Select Board liaison updates):
 - a. Review of Tree Committee Questionnaire
 - b. PRSD Regional Agreement Working Group update
 - c. Cable Advisory Committee cable contracts, discussion update
- F. Action Items
 - a. Request for authorization to issue RFQ for Children's Castle (lease to expire March 31, 2024)
 - b. Acceptance of Deed for Poor House Lane property ("Sawmill Brook")
 - c. Request for authorization for Town Manager to sign Inter-Municipal Agreement for the Public Health Excellence for Shared Services Grant
 - d. Review of draft MBTA Communities zoning, to be considered at 12/19 Planning Board mtg
- G. General Discussion Items
 - a. Review/confirmation of upcoming Select Board meeting dates
 - b. Review of Finance Committee meeting dates for February and March 2024
- H. Correspondence, including:
 - a. Whittier Tech response to Select Board Letter sent November 29, 2023
- I. Future Agenda Items / Meeting follow-up assignments

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: 836 7384 3473

Passcode: 962662

Join at: <https://us06web.zoom.us/j/83673843473?pwd=IHqbZiu2GeJGDjUXcGWaUKOErJa7NF.1>

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.

West Newbury Fire Department to Host Annual Santa's Ride Event

DECEMBER 11, 2023 BY JGPRROBERT

Chief Michael Dwyer and the West Newbury Fire Department are pleased to announce that Santa Claus will be teaming up with first responders to tour the town of West Newbury on Christmas Eve.

On Sunday, Dec. 24, starting at 3 p.m., Santa will ride through town to greet residents and children as members of the West Newbury Fire Department collect canned goods to support local food pantries.

Canned, non-perishable items can be handed to Santa's helpers as the group travels to various stops throughout the town. Residents are asked to bag or box up their donations prior to the arrival of the fire department.

The West Newbury Police Department will also be joining the fun and keeping an eye out for the Grinch, with all officers notified to be on the lookout for a green subject whose heart is two sizes too small.

Santa will leave the West Newbury Central Fire Station at 3 p.m. on Christmas Eve, and will follow the route laid out below as he travels through town.

Residents who want to track Santa's location will be able to do so by following West Newbury Fire on X at [@WestNewburyFD](#). On Christmas Eve, the account will tweet Santa's location in real time.

The route Santa will be taking through town is:

- Leave Central Station at 3 p.m., left onto Main Street
- Left on Daley Drive, left back on to Main Street
- Right on Whetstone and left on Follisbee Lane
- Right on Main Street
- Right onto Pleasant Street
- Down Pleasant and around River Meadow Drive
- Back to Main Street
- Right turn onto Main Street; Stop at Barberry Lane
- Continue on Main Street to Farm Lane
- Right turn onto Farm Lane and down to Rivercrest Drive
- Left on Rivercrest to end and turn around. Head back to Main Street
- Left on Main Street to Crane Neck Street
- Turn right on Robin Road to Hilltop Circle
- Right turn onto Hilltop Circle, around Hilltop to Woodcrest Drive
- From Woodcrest Drive back to Crane Neck Street
- Turn right on Crane Neck to Georgetown Road
- Right on Georgetown Road
- Right on Middle Street
- Right onto Capt Pierce then back to Middle toward Crane Neck
- Right onto Crane Neck to the turn around and back to Georgetown Road
- Right onto Georgetown Road
- Turn onto Meeting House Hill Road to Bachelor Street
- Left on Bachelor Street to Cammett Park; then turn around back to Middle Street
- Turn right on to Middle Street
- Turn right onto Ash Street back to Maple Street
- Turn right onto Main Street and left on Church Street
- Down Church Street to Prospect Street
- Visit Steed Avenue
- Go up Prospect to Central Station
- Leave station, right on Main Street to Albion Lane
- Left up Albion Lane to Bridge Street
- Turn right on Bridge Street
- Right onto River Road to Cortland Lane then up Cortland and back to Coffin Street
- Right onto Main Street to the Training Field and Back on Main Street to Way to the River

- Down Way to the River to Hanover Lane, turn around and back to Main Street
- Right onto Moody Lane,
- Right on Ridgeway Circle then back to Main Street
- Left turn to Norino Drive back to Main Street
- Right turn to Felton Lane
- Right onto Main Street to Parson Woods, to the end and then back to Garden Street
- Left on Main Street to Garden Street; stop at Garden Street Station
- Continue on Garden to Middle Street
- Down Middle to Archaleas Hill. To the top and return to Middle Street
- Left on Indian Hill to South Street
- Right on South Street to Moulton Street
- Right on Cherry Hill
- Left on Indian Hill back to Middle Street Right to Stewart Street to Donovan Drive and then back to Central Station

FILED UNDER: WEST NEWBURY FIRE NEWS



Town of West Newbury
Select Board Working Session
 Tuesday, November 28, 2023 @ 4:00pm
 381 Main Street, Town Office Building
www.wnewbury.org
MEETING MINUTES

Open Session: Chairwoman Reed opened the session at 4:00pm.

Participation at the Meeting:

- Rick Parker, Wendy Reed, Chris Wile- Select Board
- Angus Jennings- Town Manager

Announcements:

No announcements were read at this meeting.

Regular Business:

A. Discuss/Finalize letter to Whittier Tech

Board members reviewed the draft prepared by Reed and discussed edits and next steps. Reed was to incorporate revisions and work with the Town Manager's office to print on letterhead for signature, mailing and email distribution by Thursday November 30, 2023. **No motion was made at this time.**

B. Restructuring of Select Board meetings/agendas

Reed reviewed the memo and proposed meeting agenda format distributed to Board members and the Town Manager. She noted that one factor responsible for the overly long meeting agendas and burdensome work by the Town Manager to prepare meeting packets is that the Select Board is still reviewing too many operational items. This is inconsistent with the role of the Board under a Town Manager form of government. Reed proposed that until a Town Charter or formal policies are enacted that establish the Town Manager as the operational manager of the Town; the Board should act as if these are in place when setting the agenda.

In order to facilitate this change, a new meeting agenda format was proposed by Reed. The target end time for meetings going forward will be 9:30 p.m. with a hard stop at 10:00 p.m. The proposed agenda reformatting has non action items at the end in case tabling to the next meeting is required. Agenda items requiring staff and BCC presence will be placed first on the agenda along with a consent agenda for routine approvals required by the Board.

There was discussion about the consent agenda item and the upfront work necessary to have these items ready for vote in the meeting. The Town Clerk's office will make sure that all license and use applications are complete prior to including in a meeting agenda. The Select Board clerk will be responsible for reviewing the meeting minutes and working with the Assistant Town Clerk to incorporate any revisions prior to inclusion in the meeting packet

The Board also discussed the burden that preparing extensive background documents for each meeting places on the Town Manager. These packets are an important public resource, but Board members agreed that this benefit was not worth having the Town Manager work all weekend before each meeting to prepare them. The Town Manager will consider other options for preparing meeting materials, including getting staff up to speed to prepare them during the workweek and alternate forms for meeting packets. **No motion was made at this time.**

C. Use of Select Board management consultant

There was discussion about the intended use of a management consultant to assist with setting Select Board priorities. While this may still be scheduled later, it was agreed that the changes proposed at this meeting would be incorporated and the need for the management consultant assessed at a later date. **No motion was made at this time.**

D. Potential assignment of financial planning tasks to Finance Committee

The two items that the Finance Committee has been interested in assisting the Select Board/Town Manager with were discussed. The evaluation of the target Free Cash and Stabilization Fund balances could be of value to the Select Board, however, the need for staff time to assist with this are a major concern for the Town Manager. It was agreed that Reed would reach out to the Chair of the Finance Committee and request a list of data/information that would be necessary to complete this evaluation. Preparation of a Water Financial Plan as included in the 2023 Annual Town Meeting instructions to the

Board of Water Commissioners was discussed. The Town Manager noted that the instructions state that the Town Manager's office was responsible for producing this document and that he would be able to provide an outline of the plan in the coming weeks. This would be circulated to the Board of Water Commissioners and the Finance Committee for comment. **No motion was made at this time.**

E. Discussion of public engagement

The need to engage a broader segment of the community to volunteer for Town BCC, as well be informed on decisions and issues facing the Town was discussed. The possibility of using an online survey platform to gather resident opinions, and other outreach ideas will be considered in the coming months to address this. **No motion was made at this time.**

A Board member motioned to adjourn the Session. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). The Session adjourned at 5:00pm.

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

No recording was made of this meeting.



Town of West Newbury
Select Board Meeting
 Monday, December 4, 2023 @ 7:00pm
 381 Main Street, Town Office Building
www.wnewbury.org
Meeting Minutes

Open Session: Chairwoman Reed opened the session at 7:05pm.

Participation at the Meeting:

- Rick Parker, Wendy Reed, Chris Wile- Select Board
- Angus Jennings- Town Manager
- Jim Blatchford- Town Clerk
- Brian Richard- Building and Grounds Supervisor
- Matthew Shwom- Mill Pond Committee representative

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.
- Page School Musical Performance & Holiday Luncheon – Thurs., Dec. 7th at 11:30am in the Annex. Free of charge, and all are welcome – but advance registration is required, 978-363-1104 or coa@wnewbury.org
- Public information session (in-person and via zoom) regarding proposed Wetlands Bylaw – Wed., Dec. 6th at 6pm
- Certificate of Achievement awarded to Conservation Agent Michelle Greene by MA Assn. of Cons. Comms.
- 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 Comment. Limited to 2 minutes per resident on any topic, with the understanding that the Board will not discuss or take action at this meeting).**
 No comments were made.
- B. Consent agenda – Request to approve the following:**
- a. Meeting minutes: Nov. 6, 2023; Nov. 13, 2023**
 See Exhibit Ba1 and Ba2, p. 6-9. Parker motioned to approve the November 6th Minutes as amended. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). Wile motioned to approve the Minutes as amended. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).
- C. Town Manager Updates, including:**
- a. Presentation of updated proposed Capital Improvements Program**
Item Ca was discussed during Item G. Jennings took over as host of the meeting on Zoom and walked the Board through the present status of the Program with emphasis on the fact that numbers would be winnowed down as Annual Town Meeting approaches to a more manageable total. A closer look by the Capital Improvements Committee would provide that more manageable number, Jennings said. He went through components of the CIP across various subject areas such as DPW, the Fire Department, and others. Going forward, the Town will use ClearGov to manage their CIP. **No motion was made at this time.**
 - b. Execution of Mutual Aid Agreement with NEMLEC (Northeast MA Law Enforcement Council)**
See Exhibit Cb, p. 10-32. Jennings said he had authorized Chief Michael Dwyer to enter this compact, and wanted to share it with the Board prior to executing it. He acknowledged its length and wanted to entertain any questions the Board might have (bringing in Dwyer if necessary). Wile felt that the 10% commitment of West Newbury's force to any operations under the organization was not previously mentioned and wondered if the Town needed to add further personnel in future. Reed wondered if it was possible to hold off acting until they could get answers from the Chief. Discussion then turned to the phrasing in the agreement, some of which seemed unusual and some which would need clarification. The Manager said legal counsel had not reviewed the document. **No motion was made at this time.**
 - c. Continuing work with Water Dept./BOWC re Water Hydraulic/Distribution Study**
 Jennings reported he had had a meeting with Tata and Howard to submit comments to them, with the contractors intending to incorporate the Town's feedback. Jennings said he received some clarity on the lack of reconciliation between the water main replacement program run by the Water Department and the capital project list in the Distribution Study. Tata and Howard said the projects in the Distribution Study were focused on pressure-related repairs and replacements West Newbury would need to make. It was apparent that the original scope given to the contractors had not included a request to look into *all* water-related projects, and Reed asked if it was necessary to hire another party to do that analysis. Parker opined that the Water Department should be tasked with coming up with a list of capital projects based on its own knowledge as a first step. Reed and Wile expressed concern with the increased pay-out to Tata and Howard which in fact was not producing what the Town had thought they were receiving. Wile and Jennings agreed that the Water Department would be responsible for looking into the matter, with Jennings promising to meet with Water Superintendent Mark Marlowe. **No motion was made at this time.**
 - d. Ongoing/active projects/initiatives**
See Exhibit Cd, p. 33-36. No motion was made at this time.

Select Board Open Session Meeting December 4, 2023.

Minutes approved December 18, 2023.

Posted Agenda on November 30, 2023 at the Town's Offices and the Town's Official Website www.wnewbury.org

D. Department Updates/Discussion

See Exhibit Da, p. 37. Reed acknowledged a letter from the Massachusetts Association of Conservation Commissions (MACC) which said that Conservation Agent Greene had successfully completed eight units of the MACC Fundamentals for Massachusetts Conservation Commissioners training program and received a Certificate of Achievement- and Reed further lauded the Agent's efforts on wetlands bylaws. **No motion was made at this time.**

E. Board/Commission/Committee Updates/Discussion (and Select Board liaison updates), including:**a. Review of Committee charge / function: Mill Pond Committee**

See Exhibit Ea, p. 38-41. Wile queried Shwom on the policies regarding dogs at Mill Pond. Shwom replied by saying that the Committee was revising its Management Plan for the land at its Spring meeting. Wile expressed his concern about the prevalence of unleashed dogs. Shwom stated that the Mill Pond area is probably the most highly used recreation space in Town, but suggested that enforcement of the rules in that space is difficult. Reed said that there had been increased ACO presence at Mill Pond. Wile also queried Shwom on whether or not there would be any overlap between the Mill Pond and Saw Mill Brook properties' caretaking and management. Reed spoke up on this point saying that the Conservation Commission would be overseeing the property under a different management plan. Reed commended the Committee on its increased membership, its invasive species mitigation, and other successes. Shwom spoke about upcoming events and collaboration with Open Space Committee, others, and Jennings chimed in at the end with his own comments. Jennings suggested that he would like to see an easier process for changing the Management Plan, and had taken on the project earlier in his tenure before running up against problems with the language which necessitated additional Town Meeting votes that had not been taken. Reed urged the Committee to mark up the Plan to get the ball rolling. Jennings also offered his take on expanding trail networks in West Newbury, and cautioned Shwom that the completion of new trails would be in a later timeframe than some anticipated, and suggested the idea of a cross-Committee meeting for a shared setting of priorities. Shwom reiterated Mill Pond Committee's support to the ongoing process and a joint meeting with Open Space Committee and Town officials. **No motion was made at this time.**

Prior to taking up Item Eb, the Board heard updates on River Road resiliency and activities related to the MVP Action Grant. Parker promoted a drone flight along the Merrimack River which would provide a view of vulnerable locations in the River Rd./Coffin St. areas. Parker expected some of the footage would be used in future as part of the grant. **No motion was made at this time.**

**b. Consider expansion of Tree Committee charge to add two full or associate members
Not discussed during the meeting.****c. Green Communities FY23 Annual Report**

See Exhibit Ec, p. 43-49. Parker spoke about the work done pulling together numbers into the Report and some areas of additional work on the Report that needs to be done. Parker indicated his intention to pursue a future energy audit of public buildings as part of the effort to reduce emissions as soon as possible. **No motion was made at this time.**

Item Fb was taken out of order at this time.

F. Action Items**a. Review draft outline for Water Department financial plan and consider referral to Finance Committee**

See Exhibit Fa, p. 50-52. Reed briefed the room on the history of the financial plan as the Town Manager's Office tries to complete it prior to the December 31st, 2023 deadline. Crafting the plan "in-house" in the Manager's Office has been an efficient use of time, with the goal still being eventual handover to the Finance Committee who will then present to the Water Department and Commissioners. Jennings asked the Board to make comments on the plan. In its present stage as an outline, Jennings plans to flush it out with further input before turning it over to other entities. **No motion was made at this time.**

b. Request for approval of ARPA funding to supplement prior Town Meeting appropriation for replacement of roof at Highway/Water Department garage

See Exhibit Fb, p. 53-69. Jennings prefaced the conversation by saying that previous consideration had been given to replacing the roof in-house, but Brian Richard assessed the structure more recently and felt that additional help would be needed. Richard talked to the Board about the various steps of the replacement and current challenges such as leaks and shingle replacements. He felt that this would be the ideal time to do the replacement before any other major issues arise. He assured the Board that the additional cost factored into the job total was to account for any unforeseen framing expenses, not visible to anyone until the project begins. Reed asked what the long-term plan for the structure was. Richard said the Water Department would be taking up occupancy with additional materials for the Highway Department occupying some of the premises, with other spaces being used by Buildings and Grounds. Things were not finalized, he said. Reed wondered why the project would require ARPA funds, and Richard and Jennings explained that the money previously appropriated at Town Meeting would not be enough to complete the roofing job. \$27,500 was previously allotted to do the roof replacement. With the additionally asked-for \$45,000 (bringing the total to \$72,000) this would cover the bid and any unforeseen expenses. ARPA would be used to cover the gap but if the ARPA funds were not used, a Town Meeting vote in Spring would be required to get the money. Wile urged the DPW to explore other bidders to get a more competitive price. **Wile motioned to authorize \$45,000 in ARPA funds to repair the roof. The motion was properly seconded.** Before the final vote Parker asked for the unallocated ARPA total (\$609,546.80), again reiterating the need to keep the money for the Middle Street Bridge project. The total to be withdrawn for the project from the funds was negligible it was determined. Jennings talked about recent developments with regard to DPW space, and what is working and what is not relative to their facilities, and brought up the idea of the Select Board doing a site walk to better understand these elements moving forward. **The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

c. Review/approve Select Board FY25 budget policy direction

See Exhibit Fc, p. 70-73. The Board looked over the memo. Wile suggested including more on funding upgraded water infrastructure (which through the course of the conversation the Board decided to focus on for a future Fiscal

Year). Reed suggested adding more information about step increases for employees based on performance, to establish policy more clearly. Jennings said it would be useful to have guidelines to set out clear procedures for budget-preparers to payrate adjustments (other than COLA). Jennings agreed to put in a bullet point on this matter in the policy direction, and agreed to put in a bullet point on water as well. A cap of 2.5% for a budget increase each year was also suggested. **Wile motioned to approve the policy direction (including additional language on step increases and a cap of 2.5% on budget increases). The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). No motion was made at this time.**

G. General Discussion Items, including:

a. Select Board letter sent regarding proposed Whittier Tech MSBA project

See Exhibit Ga, p. 74-76. The Mayor of Newburyport liked the letter, according to Reed, but no other feedback from school or communities had been received. Jennings said that many Towns are writing their own letters to Whittier. Parker stated he wanted to see those materials as well when available. Jennings intimated he felt a pause in the building planning process was becoming a favored option among the Cities and Towns of the School District. **No motion was made at this time.**

H. Correspondence, including:

a. Correspondence from Comcast and Verizon regarding Cable License Agreements

See Exhibit Ha, p. 77-92. Jennings shared the correspondence since it was addressed to the Select Board. He said the biggest question needing resolution is what roles will the Board and Cable Advisory Committee play in these matters. Wile opined that there was not very much leeway for the Town in the six-year agreement. Obtaining guidance from legal or other outside expertise on how to manage the negotiations and distributing pertinent information to the Cable Advisory Committee was deemed a good starting point. Wile urged anyone with expertise/interest to join the CAC (given its shortage of a member). **No motion was made at this time.**

Prior to taking up Item I, Reed said that an email had been received and addressed to the Board asking for clarity on hunting at Riverbend land. Reed said that signage would be upcoming to alert hunters in these areas to cease activities. **No motion was made at this time.**

I. Future Agenda Items / Meeting follow-up assignments

No motion was made at this time. Wile said that a “No Parking” sign had been removed on Farm Lane due to construction and never put back in. He also reminded the Board of the upcoming Pentucket Regional Agreement meeting. **No motion was made at this time.**

Wile motioned to adjourn the Session. The motion was properly seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). The Session adjourned at 9:36pm.

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

<https://www.youtube.com/watch?v=-gCJ5nqefeg>

© 1994 G.O.S. 4951
All Rights Reserved

LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF
The Town of West Newbury
MASSACHUSETTS

HEREBY GRANTS A
COMMON VICTUALER

**License to Expose, Keep for Sale, and to Sell
Wines and Malt Beverages
To Be Drunk On the Premises**

To G.N. Enterprises, Inc. d/b/a West Newbury Pizza Company

on the following described premises

282 Main Street West Newbury, MA 01985

One floor restaurant, dining room, kitchen, and counter

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 20....., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this..... 18th..... day of..... December..... 20 23.....

The Hours during which Alcoholic Beverages may be sold are

From.....

Monday -Saturday: 11am-8pm

Sunday: Closed

LICENSING BOARD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ

Inspection #: 23-8-IS
Inspection Type: BUSINESS INSP

Entered: 11/14/2023
By: Assistant Chief Benjamin D Jennell

Status: Completed

Completed: 11/14/2023 Start: 1300 End: 1315
By: Assistant Chief Benjamin D Jennell

Disposition: Passed

Paid: No

No Images on File

Location

WEST NEWBURY PIZZA CO
282 MAIN ST
WEST NEWBURY MA 01985
Contact: MELINA GIKAS

Contact Type
Work Phone

Info
978-363-2920

Comments
Contact created from site:
WN-MA282B2

Schedule

Type: Date
Date: 11/14/2023 @ 1300

Company Name

Company Name: West Newbury Pizza Company

Phone (s)

Phone: 978-363-2920

Inspection #: 23-8-IS
Inspection Type: BUSINESS INSP

General

Outside Rubbish: OK
Dumpster Location: OK
Inside Rubbish: OK
Hallways, Stairs, Aisles Clear: Ok
Exits, Clear & Good Order: Ok
Exit Lights: N/A
Emergency Lights: NO

Fire Protection

Fire Alarm: N/A
Fire Alarm Standby Power: N/A
Sprinkler System: N/A
Standpipe & Hose Stations: N/A
Fire Extinguisher: Ok
Fire Door Blocked: No
Date of Last Fire Extinguisher Inspection: 02/2023

Heating

Fuel: Ok
Heater Serviced: Ok
Proper Clearances: Ok
Automatic Shutoffs: Ok
Chimneys, Flues: OK

Electrical

Defective Equipment: Ok
Extension Cords: Ok
Proper Fuses: Ok
Generator Standby Power: N/A

Inspection #: 23-8-IS
Inspection Type: BUSINESS INSP

Cooking

Cooking Appliances: Ok
Range Hood Clean: Ok
Fixed Extinguishing System: Ok
Motors & Fan Clean: Ok
Date of Last Hood Clean: 06/17/2023
Date of Next Clean: 11/17/20223

Sprinkler System

Sprinkler System: NO
Dry: No
Wet: No

Date Inspected

Date: 11/14/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: World Insurance Associates, LLC
INSURED: GN Enterprises Inc. DBA West Newbury Pizza Co.
INSURER(S) AFFORDING COVERAGE: Travelers Casualty Ins. Co. of America, Safety Insurance Company, Travelers Indemnity Company of CT

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections A (Commercial General Liability), B (Automobile Liability), and C (Workers Compensation).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: Town of West Newbury
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

© 0025 740

LICENSE

ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The Town of West Newbury

MASSACHUSETTS

HEREBY GRANTS A

RETAIL PACKAGE GOODS STORE

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

Not To Be Drunk On the Premises

To W. Newbury Food Mart Inc dba. West Newbury Food Mart

on the following described premises

275 Main Street West Newbury, MA 01985

One story brick and cement blocks, rear used for storage. Front and rear entrances and exits.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 20....., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 18th day of December 2023.

The Hours during which Alcoholic Beverages may be sold are All Alcoholic Beverages

From Monday-Friday 7am-7pm
Saturday: 7am-6pm
Sunday: 7am-5pm

LICENSING BOARD

PRINTED IN U.S.A.



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

**2024
Retail License Renewal**

License Number: 00003-PK-1406

Municipality: WEST NEWBURY

License Name : W Newbury Food Mart Inc

License Class: Annual

DBA :

License Type: Package Store

Premise Address: 275 Main Street West Newbury, MA 01985

License Category: All Alcoholic Beverages

Manager: Elaine Fowler

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Elaine M Fowler
Signature

November, 18, 2023

ELAINE M Fowler
Printed Name

Treas / M
Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Association Members Insurance Agency 80 Willow Rd Nahant MA 01908		CONTACT NAME: Frank Michaud PHONE (A/C, No, E): [REDACTED] E-MAIL ADDRESS: [REDACTED] FAX (A/C, No):														
INSURED West Newbury Food Mart Inc Fowler Realty Trust 275 Main St West Newbury, MA 01985		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Preferred Mutual</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Preferred Mutual		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Preferred Mutual																
INSURER B :																
INSURER C :																
INSURER D :																
INSURER E :																
INSURER F :																

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		BOP 0100734817	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					Liquor Liability	\$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					COMBINED SINGLE LIMIT (Ea accident)	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
						WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Liquor Liability included in the GL limits of 1,000,000 / 2,000,000

CERTIFICATE HOLDER Town of West Newbury 381 Main Street West Newbury, MA 01985	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Frank Michaud
--	---



Town of West Newbury
BUSINESS CERTIFICATE

Certificate Number: 8-23

Original Issue: 11/26/2018

Renewal Date: 1/10/2023

Expiration Date: 1/9/2027

In conformity with the provisions of Massachusetts General Laws, Ch 110 Sec 5, as amended,
the undersigned hereby declares that a business is conducted under the title of:

Main Street Auto

289 Main Street West Newbury, Ma 01985

978-363-2971

Type of Business: Auto Service Station

Said business is conducted by the following named person(s). If a corporation, include the title of each corporate officer signing the certificate.

Name	Address
RTI Enterprises, Inc	289 Main Street

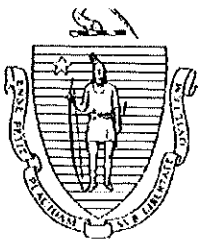
RTI Enterprises, Inc
978-363-2971

2/24/2028
Commission Expiration Date

Rebecca Ambra

The above-named person(s) appeared before me and acknowledged the foregoing to be a true and accurate account,
given under the pains and penalties of perjury on this date:

In accordance with the provisions of Massachusetts Laws, the business certificate shall be in effect for a period of 4 years from the date of issue and shall be renewable by the applicant every four years thereafter. In the event of discontinuance, withdrawal of partner, retirement, or amendment of the certificate in any manner it shall be necessary to file with the Town Clerk such change under oath. Such change shall be recorded with and become part of the legal filing. Copies of the Business Certificate shall be available at the address of the business and shall be furnished to any person(s) making purchases of goods or services upon request. This is not a license to do business. Additional licenses and permits may be required through the Select Board and/or Board of Health.



Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers

Applicant Information

Please Print Legibly

Name (Business/Organization/Individual): ^{DRA RTI Enterprises} Main Street Auto

Address: 289 Main Street

City/State/Zip: West Newbury, MA 01985 Phone #: 978 363 2971

Are you an employer? Check the appropriate box:

- 1. I am an employer with 1 employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]
- 3. I am a homeowner doing all work myself. [No workers' comp. insurance required.] †

- 4. I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡
- 5. We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]

Type of project (required):

- 6. New construction
- 7. Remodeling
- 8. Demolition
- 9. Building addition
- 10. Electrical repairs or additions
- 11. Plumbing repairs or additions
- 12. Roof repairs
- 13. Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

† Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

‡ Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.

Insurance Company Name: West Newbury Insurance ^{AIM} ARMY Insurance

Policy # or Self-ins. Lic. #: ~~2008002428~~ ^{VWC 1006023497} Expiration Date: 12-9-24

Job Site Address: 289 MAIN ST City/State/Zip: W NEWBURY MA 01985

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date). Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 11-29-23

Phone #: 978 363 2971

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (check one):
1 Board of Health 2 Building Department 3 City/Town Clerk 4 Electrical Inspector 5 Plumbing Inspector 6 Other _____

Contact Person: _____ Phone #: _____

AGENCY: 20-0576 West Newbury Ins Agency Inc

CONTINUATION CERTIFICATE	BOND	S-873191
---------------------------------	-------------	----------

Principal:

RTI ENTERPRISES INC DBA MAIN STREET AUTO
289 MAIN STREET

West Newbury, MA 01985

Obligee:

Town of West Newbury
381 Main St

W Newbury MA 01985

Bond Term in Months: 12

Effective Date: 12/7/2023

Expiration Date: 12/7/2024

Penalty Amount: \$25,000.00

Type of Bond: License/Permit

Classification: Used Car Dealer One Year Term MIADA

Remarks:

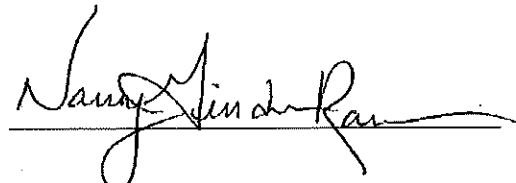
It is hereby agreed that the captioned numbered Bond is continued in force in the above amount for the period of the continued term stated above and is subject to all the covenants and conditions of said Bond.

This continuation shall be deemed a part of the original Bond, and not a new obligation, no matter how long the Bond has been in force or how many premiums are paid for the Bond, unless otherwise provided for by statute or ordinance applicable.

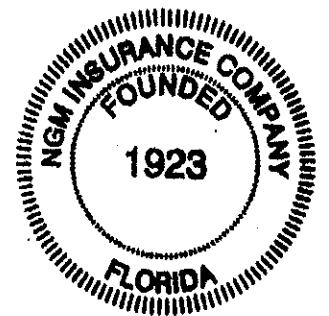
In witness whereof, the company has caused this instrument to be duly signed, sealed and dated as of the above "continuation effective date".

NGM INSURANCE COMPANY

By:



 Attorney-in-fact



This Continuation Certificate needs to be filed with the obligee. No other proof of renewal has been sent to any other party.

RECEIVED
TOWN CLERK
WEST NEWBURY, MA

2022 MAR -1 AM 11: 57



Town of West Newbury
BUSINESS CERTIFICATE

Certificate #: 6-22

Original Issue: 03/01/2022

Type: 03/01/2022

Renew:


Expiration: 02/28/2026

In conformity with the provisions of Massachusetts General Laws, Ch 110 Sec 5, as amended, the undersigned hereby declares that a business is conducted under the title of:

NEWBURYPORT AUTOMOTIVE INC.
330 MAIN ST WEST NEWBURY, MA 01985
Phone: 978-363-5832 SS#/FID#: 843005183

Said business is conducted by the following named person(s). If a corporation, include the title of each corporate officer signing the certificate.

<u>Name</u>	<u>Address</u>
RICHARD DAHER	31 ARBOR LN DEDHAM, MA 02026


RICHARD DAHER
Phone #: 781-366-6141
ID:

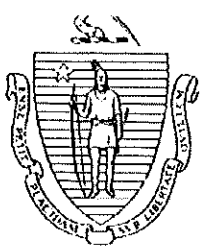
Nature of Business: AUTO REPAIR

07/15/2027
Commission Expiration Date


JAMES RW BLATCHFORD

Appeared before me the above named person(s) and acknowledged the foregoing to be a true and accurate account, given under the pains and penalties of perjury this 1st day of March 2022.

In accordance with the provisions of Massachusetts Laws the business certificate shall be in effect for a period of 4 years from the date of issue and shall be renewable by the applicant every four years thereafter. In the event of discontinuance, withdrawal of partner, retirement, or amendment of the certificate in any manner it shall be necessary to file with the Town Clerk such change, under oath. Such change shall be recorded with and become part of the original filing. Copies of the Business Certificate shall be available at the address of the business and shall be furnished to any person(s), making purchases of goods or services upon request. This is not a license to do business. Necessary licenses and permits must be obtained at the Town Manager's Office or Board of Health.



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 Lafayette City Center
 2 Avenue de Lafayette, Boston, MA 02111-1750
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers
Applicant Information **Please Print Legibly**

Name (Business/Organization/Individual): Newbury Port Automotive
 Address: 330 Main st
 City/State/Zip: West Newbury MA 01985 Phone #:

Are you an employer? Check the appropriate box:		Type of project (required):
1. <input checked="" type="checkbox"/> I am a employer with <u>1</u> employees (full and/or part-time).* 2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.] 3. <input type="checkbox"/> I am a homeowner doing all work myself. [No workers' comp. insurance required.] †	4. <input type="checkbox"/> I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡ 5. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]	6. <input type="checkbox"/> New construction 7. <input type="checkbox"/> Remodeling 8. <input type="checkbox"/> Demolition 9. <input type="checkbox"/> Building addition 10. <input type="checkbox"/> Electrical repairs or additions 11. <input type="checkbox"/> Plumbing repairs or additions 12. <input type="checkbox"/> Roof repairs 13. <input checked="" type="checkbox"/> Other <u>Automotive Repair/Auto Sales</u>

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
 † Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.
 ‡ Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.

Insurance Company Name: UTICA National Insurance Group
 Policy # or Self-ins. Lic. #: 5502175 Expiration Date: 3-2-24
 Job Site Address: 180 Genessee street City/State/Zip: New Hartford, NY 13418

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date). Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 12/1/2023
 Phone #: 781-366-6141

Official use only. Do not write in this area, to be completed by city or town official.	
City or Town: _____	Permit/License # _____
Issuing Authority (check one):	
1 <input type="checkbox"/> Board of Health 2 <input type="checkbox"/> Building Department 3 <input type="checkbox"/> City/Town Clerk 4 <input type="checkbox"/> Electrical Inspector 5 <input type="checkbox"/> Plumbing Inspector 6 <input type="checkbox"/> Other _____	
Contact Person: _____	Phone #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MacDonald & Pangione Insurance Agency 104 Main Street North Andover, MA 01845 License #: 3377756	CONTACT NAME:		
	PHONE (A/C, No, Ext):		
INSURED Newburyport Automotive Inc 69 Storey Ave Newburyport, MA 01950	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Utica Mutual Insurance Co	25984
	INSURER B:	Utica Mutual Insurance Co	43478
	INSURER C:	Utica Mutual Insurance Co	12475
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00024585-137237

REVISION NUMBER: 2


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		5502177	03/02/2023	03/02/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		5530280	08/22/2023	08/22/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		5502175	03/02/2023	03/02/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of West Newbury 330 Main Street West Newbury, MA 01985	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (ALL)

© 1988-2015 ACORD CORPORATION. All rights reserved.

BOND DEPARTMENT

AGENCY: 20-1298 Macdonald & Pangione

CONTINUATION CERTIFICATE	BOND	S-917178
--------------------------	------	----------

Principal:
newburyport automotive inc
330 main street
West Newbury, MA 01985

Obligee:
Town of West Newbury
381 Main St
W Newbury MA 01985

Bond Term in Months: 12 Effective Date: 1/24/2023 Expiration Date: 1/24/2024

Penalty Amount: \$25,000.00 Type of Bond: License/Permit

Classification: Used Car Dealer One Year Term MIADA

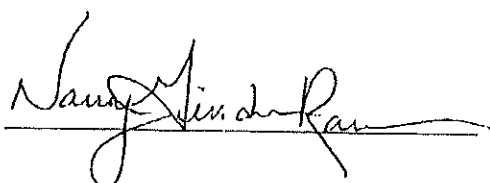
Remarks:

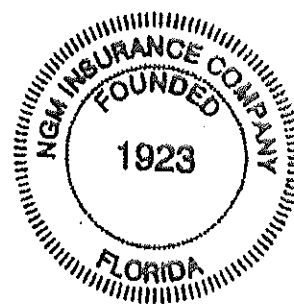
It is hereby agreed that the captioned numbered Bond is continued in force in the above amount for the period of the continued term stated above and is subject to all the covenants and conditions of said Bond.

This continuation shall be deemed a part of the original Bond, and not a new obligation, no matter how long the Bond has been in force or how many premiums are paid for the Bond, unless otherwise provided for by statute or ordinance applicable.

In witness whereof, the company has caused this instrument to be duly signed, sealed and dated as of the above "continuation effective date".

NGM INSURANCE COMPANY

By: 
Attorney-in-fact



This Continuation Certificate needs to be filed with the obligee. No other proof of renewal has been sent to any other party.



Town of West Newbury
BUSINESS CERTIFICATE

Certificate Number: 19-23

Original Issue: 1/4/2011
Renewal Date: 2/10/2023
Expiration Date: 2/9/2027

In conformity with the provisions of Massachusetts General Laws, Ch 110 Sec 5, as amended,
the undersigned hereby declares that a business is conducted under the title of:

Crane Neck Auto LCC

5 Crane Neck Street West Newbury, Ma 01985

978-363-2393

Type of Business: **Auto Service Station**

Said business is conducted by the following named person(s). If a corporation, include the title of each corporate officer signing the certificate.

Name	Address
Michael Riley	5 Crane Neck Street

Michael Riley
978-363-2393

2/24/2028
Commission Expiration Date

Rebecca Ambra

The above-named person(s) appeared before me and acknowledged the foregoing to be a true and accurate account, given under the pains and penalties of perjury on this date:

In accordance with the provisions of Massachusetts Laws, the business certificate shall be in effect for a period of 4 years from the date of issue and shall be renewable by the applicant every four years thereafter. In the event of discontinuance, withdrawal of partner, retirement, or amendment of the certificate in any manner it shall be necessary to file with the Town Clerk such change under oath. Such change shall be recorded with and become part of the legal filing. Copies of the Business Certificate shall be available at the address of the business and shall be furnished to any person(s) making purchases of goods or services upon request. **This is not a license to do business.** Additional licenses and permits may be required through the Select Board and/or Board of Health.

Executive Assistant

From: Building Inspector
Sent: Wednesday, December 6, 2023 9:35 AM
To: Executive Assistant
Subject: BRIC Grant

Follow Up Flag: Follow up
Flag Status: Completed

Morning, FEMA has set aside 2 million specifically for Building Departments this year and I am looking to apply for a grant for new code books, a digital code for field inspectors and the digitization of department files. To do this I have to have a statement of intent submitted by the 18th of this month and will need the OK from Angus as well as the Town UEID Number. Grant is estimated to be \$15K with matching funds/labor done through existing budgeted funds. Prior to February 14th I will need Angus to sign the grant application.

If he is ok with me proceeding, please provide the UEID number so I can submit the statement of intent.

Thank you,

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.

Town Manager

From: OToole, Michelle (CDA) <Michelle.OToole@mass.gov>
Sent: Tuesday, December 12, 2023 4:04 PM
To: OToole, Michelle (CDA)
Subject: W. Newbury - Statement of Interest Form (Building Code Activities)



Formstack Submission For: MEMA-HMA Project Grant Statement of Interest Form as of August 2023

Submitted at 12/11/23 8:02 AM

Community/Organization Name: West Newbury, Massachusetts

What is the current status of your local Hazard Mitigation Plan (HMP)?: Expired, and currently in the process of updating

Title of Hazard Mitigation Activity: Inspection Department records digitization, purchase digital codes and hard copy code library.

Project Type : Unknown/I Don't Know

Scope of Work: The Inspection Department plans to digitize all existing non-digital files in an effort to make all building files available to all inspectors in the field to ensure proper inspection as it relates to submitted and past plans. This will also give the general public, contractors and registered design professionals the ability to readily access files to ensure communication as to how the building was constructed. Maintaining a digital code library for inspectors ensures proper code is followed in the field and maintaining a hard copy library will assist in discussions with contractors and the general public in office and provide a reference for them to utilize.

What hazard(s) does the project mitigate?:	This will help ensure safety in the built environment for residents and first responders and will ensure proper code enforcement leading to fewer failures.
Project Address (If there is more than one address, please select one location for this section and identify additional addresses at the end of this SOI under additional information.) :	183 Main Street West Newbury, MA 01985
Latitude (if known):	
Longitude (if known):	
What is the estimated percentage of the community population benefitting from the project?:	100%
Identify, if known, a specific neighborhood, environmental justice or other priority population, floodplain/watershed, regional habitat, repetitive loss property, etc. that will benefit from this project. :	Unknown
What is the total cost estimate for the project?:	\$18,000
How many months would the project take to complete?:	6 months
Has work begun on the project? If so, please describe (design, permitting, etc.):	only estimating and quotes at this time
Has a Benefit Cost Analysis (BCA) in version 6.0 been conducted?:	No
Please provide anticipated source of non-Federal cost share (typically 25% minimum).:	Departmental budget

Has the Chief Elected or Appointed Official of Jurisdiction approved this project application?:	Yes
Have you applied for and/or received any funding from another agency/source for the project?:	No
(If yes, please describe source and when funds are available/when funds expire. Please note if State or Federal funding, if known.):	no
UEID Number:	TPZ2LNEAU696
UEID Number Address:	401 Main Street West Newbury, MA 01985
Authorized Applicant Representative (Chief Elected or Appointed Official – This is the individual who will be required to sign formal grant application and state contract.):	Angus Jennings
:	Town Manager
Email (Authorized Applicant Representative):	townmanager@westnewbury.org
Phone (Authorized Applicant Representative):	
Applicant Information (SOI Preparer):	Sam Joslin
:	Building Commissioner
Organization or Company (SOI Preparer):	Town of West Newbury
Email (SOI Preparer):	building.inspector@westnewbury.org
Phone (SOI Preparer):	(978) 618-4430

Do you currently have access to FEMA GO?:	Yes
Role Permissions: :	
Is there any other information you wish to include?:	No
:	

Copyright © 2023 Formstack, LLC. All rights reserved. This is a customer service email.

Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

Executive Assistant

From: Michael Dwyer <dwyer@westnewburysafety.org>
Sent: Thursday, December 14, 2023 11:46 AM
To: Town Manager
Subject: EMA EMPG grant

Hi Angus,

Is it too late to add an item on the agenda for EMA EMPG grant. We are eligible for up to \$2,700 in funding. Duncan is finalizing the application paperwork. It is a matching grant that we will use to replace a base station radio in the EMA communications room. The remaining funds would come out of the EMA expenses line. I have attached the quote and will forward the grant details. I am working with the grants manager to nail down the match that we would be responsible for.

Thank you,
Mike

Federal Fiscal Year 2023
Department of Homeland Security, Federal Emergency Management Agency
Emergency Management Performance Grant

Massachusetts Emergency Management Agency
Notice of Funding Opportunity

Program Overview/Description

EMPG Program is one of the grant programs that constitute DHS/FEMA’s focus on all-hazards emergency preparedness, including the evolving threats and risks associated with climate change. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the goals noted in the DHS Strategic Plan, the EMPG Program supports the goal to Strengthen Preparedness and Resilience.

The [2022-2026 FEMA Strategic Plan](#) outlines a bold vision and three ambitious goals designed to address key challenges the agency faces during a pivotal moment in the field of emergency management. Wide-ranging and long-term, the goals defined in the plan respond to the changing landscape in which we find ourselves. The goals to meet this challenge are:

- Goal 1** - Instill Equity as a Foundation of Emergency Management
- Goal 2** - Lead Whole of Community in Climate Resilience
- Goal 3** - Promote and Sustain a Ready FEMA and Prepared Nation

All EMPG Program recipients are encouraged to review the 2022-2026 FEMA Strategic Plan and consider how FY 2023 EMPG Program funding can be used to support the Plan’s goals and objectives as they apply to state/territory’s specific needs and the needs of the whole community.

Objective

The primary objective of the FY 2023 EMPG Program is to provide funds to assist state, local, tribal, and territorial emergency management agencies to implement the National Preparedness System (NPS) and to support the National Preparedness Goal (the Goal) of a secure and resilient nation. To that end, program objectives include: 1) closing capability gaps that are identified in the state or territory’s most recent Stakeholder Preparedness Review (SPR); and 2) building or sustaining those capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA)/SPR process and other relevant information sources.

Purpose

The Emergency Management Performance Grant (EMPG) provides funds to assist local and tribal governments with emergency management departments in preparing for all hazards and to obtain the resources required to support FEMA’s [National Preparedness Goal’s](#) Mission Areas and Core Capabilities. Funds may be used to support local and/or regional emergency management activities in the following cost categories: **Planning, Organizational, Equipment, Training, and Exercises.**

Full details regarding EMPG can be found by going to FEMA’s website: <https://www.fema.gov/emergency-management-performance-grant-program>

FEMA Priorities

Applicants are required to develop and submit application that fall within one or more of the following national priorities: Equity; Climate Resilience; and Readiness

Projects should involve a collaborative negotiation process through which a common set of priorities will emerge based on a combination of national, state, regional, and community priorities. These priorities should be primarily driven by the THIRA/SPR process and other relevant information sources such as after-action reports, following exercises and real-world events; audit and monitoring findings; Hazard Mitigation Plans; and other deliberate planning products.

FEMA’s Authorized Equipment List: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>

Funding Availability

Funding for this NOFO comes from the anticipated FFY 2023 EMPG (pending Federal Award, NOFO # DHS-22-GPD-043-01-01), estimated total EMPG Federal Award amount \$7,077,439; Federal Period of Performance for this grant; October 1, 2022, through September 30, 2025; Assistance Listing # 97.042.

MEMA has allocated \$2.5 million for pass-through subgrants. Funding allocations are listed on pages 5-7 of this NOFO.

Eligible Applicants

Each Town, City and Federal-recognized tribes within Massachusetts, with an Emergency Management Department, are eligible to apply for and receive FFY2023 EMPG funds. MEMA will only accept one application per eligible entity. Applications must be completed by or in coordination with the respective Local/Tribal Emergency Management Director(s).

For regional projects, you must include email(s) from the jurisdiction(s) that is contributing their funds stating that they: 1) support the project, and 2) identify the amount of funds that they will contribute towards the project. This email must come from the jurisdiction's EMD.

Cost Share or Match

The EMPG program has a dollar-for-dollar cost-share requirement. The contribution can be cash (hard match) or in-kind (soft match). Communities and tribes shall agree to make available eligible match equal to or greater than the allocated award amount listed on pages 5-8. Match must be allowable, verifiable, and documented.

Unique Entity Identifier and System for Award Management (SAM)

Unique entity identifier and System for Award Management (SAM) - Required. This paragraph must state clearly that each applicant (unless the applicant is an individual or Federal awarding agency that is excepted from those requirements under 2 CFR 25.110(b) or (c), or has an exception approved by the Federal awarding agency under 2 CFR 25.110(d)) is required to:

- Be registered in SAM before submitting its application;
- Provide a valid unique entity identifier (formally known as DUNS #) in its application; and
- Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application

MEMA will not make a federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time MEMA is ready to finalize/sign a contract, MEMA will close project with no activity.

Reimbursement-Based Grant

This is a reimbursement-based grant which means the community/tribe must spend their money then submit a request for reimbursement from MEMA. To be eligible for reimbursement, proper documentation must be submitted with the EM Grants Unit's Reimbursement Request Form.

All purchases must comply with [2 CFR 200.318](#) procurement laws and equipment must be tagged, maintained and inventoried.

Equipment, according to 2CFR200, means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

Applicants cannot begin their projects or obligate 23EMPG grant funds until they have received a Notice to Proceed issued by the EM Grants Unit. Obligations that take place prior to this notice will be deemed ineligible and not reimbursement by MEMA.

Annual Services/Fees

MEMA will only consider the months within the contract period as eligible costs. Months/services outside the contract period may be used for match but can not be claimed for reimbursement.

Social Vulnerability Index

Social vulnerability refers to the potential negative effects on communities caused by external stresses on human health. Such stresses include natural or human-caused disasters, or disease outbreaks. Reducing social vulnerability can decrease both human suffering and economic loss. To better assist communities, MEMA has increased original award by 30% for those communities with a Social Vulnerability Index of .75 or greater. Those community awards are listed on page 8 of this NOFO.

SVI Communities will be required to describe how their proposed project will benefit their vulnerable populations, define how their project will lessen the effects on them during emergencies and disasters. If project does not have a direct link, the additional 30% funding will not be awarded.

FEMA Mission Area and Core Capabilities

The National Preparedness Goal defines what it means for the whole community to be pared for all types of disasters and emergencies. The goal itself is succinct: *A secure and resilient nation with the capabilities required across the whole community to prevent, project against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.* These risks include events such as natural disasters, disease pandemics, chemical spills and other man-made hazards, terrorist attacks and cyber-attacks.

The National Preparedness Goal describes five mission areas (listed above) and includes thirty-two (32) activities, called core capabilities, that address the greatest risks to the nation. Each of these core capabilities is tied to a capability target. These targets recognize that everyone needs the flexibility to determine how they apply their resources, based on the threats that are most relevant to them and their communities.

Applicants will need to need to include information regarding Mission Area and Core Capability your project falls within. Your project may fall within more than one so please only select the one that best fits your project.

Further information regarding Mission Area and Core Capabilities may be found on FEMA’s website:
<https://www.fema.gov/emergency-managers/national-preparedness/mission-core-capabilities>

Grant Application Briefings

MEMA will conduct grant application briefings that will walk through our revised application and submission process (schedule below). They will also answer questions regarding allowable expenses, match and other items as requested. You are strongly encouraged to join one of the following briefings.

DATE	TIME	Webinar Link	Call In #	PIN #
11/9/2023	10:00 am	Click here to join the meeting	857.327.9245	863 153 361#
11/10/2023	9:00 am	Click here to join the meeting	857.327.9245	171 521 583#
11/10/2023	12:00 noon	Click here to join the meeting	857.327.9245	672 460 593#
11/13/2023	3:00 pm	Click here to join the meeting	857.327.9245	928 589 936#

If you are unable to attend one of the above Applicant Briefings, we encourage you to reach out to the EM Grants Unit for full details and a one-on-one briefing. Your request should be submitted via email to: EM.Grants@mass.gov

Full details including the NOFO, Application and a copy of the Applicant Briefing is available ion MEMA’s website:
<https://www.mass.gov/info-details/emergency-management-performance-grant-empg>

Submission Process

Eligible applicants must complete MEMA's EM Grants Unit Application. Please follow the below instructions:

Application - Due Date 12/29/2023 (hard date)

1. Complete your application and email it back to the EM Grants Unit at EM.Grants@mass.gov.
2. Do not mail hard copies, this will only delay the review/approval process
3. Your application will be reviewed for completeness and eligibility.
4. MEMA's EM Grants Unit staff will contact you if we have questions or need further information regarding your application

Proof of SAM Registration - Due Date 12/29/2023 (hard date)

1. Email the EM Grants Unit at EM.Grants@mass.gov your community's certificate (downloaded from SAM.gov).
2. SAM's documentation should be available from your CFO, Treasurer, and/or Town/City Manager. This registration is for the community as a whole, each department should NOT have their registration.
3. Do not mail hard copies as this will only delay the review/approval process

EHP, ICIP, Drone, etc. – Due (via email) within 45 days after receiving from EM Grants Unit

1. If your project required additional information (EHP, ICIP, Drone approval), EM Grants Unit staff will provide you these forms and offer assistance with completing them.
2. Once completed you will need to email completed forms back to EM Grants Unit at EM.Grants@mass.gov along with any additional documentation required.
3. Do not mail hard copies as this will only delay the review/approval process
4. You will not be given a notice to proceed until all approvals have been received

Contract / CASL- Due (original signed hard copies) within 45 days after receiving from EM Grants Unit

1. Once your application is approved, the EM Grants Unit will email your contract and CASL, to be signed.
2. MEMA has incorporated the Federal Articles of Agreement (terms and conditions), Procurement Certification and MEMA Special Conditions into the MA Standard Contract
3. By signing the MA Standard Contract, your Town/City/Tribe is agreeing to comply with all items incorporated into that contract.
4. The CASL is typically completed by Town/City/Tribal Officials will need to complete the CASL (Selectman, Council Member, Mayor, Manager, Administrator, etc.)
5. In most cases, the Emergency Manager/Director cannot appoint themselves as an authorized official; you may be listed on the CASL as an authorized signer.
6. Only an authorized signer, as listed on the CASL, can sign the contract
7. Original signed CASL and Contract must be mailed directly back to the EM Grants Unit at the following address:
Massachusetts Emergency Management Agency
EM Grants Unit
400 Worcester Road
Framingham, MA 01702
8. Do not email signed scanned copies as this will only delay the review/approval process
9. All contracts will have a 6/30/2024 end date
10. You cannot begin your project until you have received a "Notice to Proceed" from the EM Grants Unit.
11. Obligations prior to this notification will be considered ineligible and not approved for reimbursement.

Please contact the EM Grants Unit if you have any questions or would like to discuss your project one-on-one by sending your request via email to: EM.Grants@mass.gov



QUOTE

STATE CONTRACT PSE01

5 Whitmore Road
 Revere, MA 02151
 781-289-3000 - FAX 781-289-7300

Bill To:
 West Newbury Fire Dept.
 401 Main Street
 West Newbury MA 01985

Ship To:
 West Newbury Fire Dept.
 401 Main Street
 West Newbury MA 01985

Quotation valid until: 01/11/24

ORDER #	ORDER DATE	CUSTOMER	CUSTOMER P.O.	TERMS	SALESPERSON
61777	12/11/23	26		Net 10	84X

Item #	Description	Qty	Unit Price	Amount
	***** QUOTATION *****			
NX-5700K	NEW NEXEDGE VHF MOBILE	1.00	835.25	835.25
KWD-5100CV	License Key P25	1.00	434.70	434.70
KMC-59C	Control Station Desktop Mic Digital	1.00	162.61	162.61
PROJECT LABOR	Project Labor- Programming	1.00	35.00	35.00
	_____		SUBTOTAL	1,467.56
			SALES TAX	.00
			TOTAL	1,467.56

If you have any questions concerning this quotation,
 please contact your sales representative at 781-289-3000
 To move forward with this purchase, please fill in the
 PO#, sign and fax it to 781-289-7300 attention:
 Joseph Lamoly

First name	Last name	First Name	Last Name	
Graham	Bacheller	Richard	Davies	Constable
Katelyn	Barker	Brian	Richard	Constable
Jean	Berkenbush	Robin	Shively	Constable
Patricia	Christopherson			
Christine	Cluney			
Heather	Conner			
Ashley	Davis			
Gail	Dinaro			
Ann	Dooley			
Diane	Farnell			
Dianne	Faulkner			
Sherrie	Gadd			
Jennifer	Germain			
Bernadette	Hamilton			
Irene	Harnett			
Caleigh	Holden			
Jackie	Johnston			
Mike	McCarron			
Leisa	Mingo			
Ralph	Neal			
Rebecca	O'Brien			
Marge	Peterson			
Sharon	Plummer			
Cheryl	Richardson			
Bryon	Rivers			
David	Seaton			
Marlene	Switzer			
Janet	Thibeau			
Eleni	Valverde			
Robert	Veator			
Elizabeth	Vitale			
Debra	Whitake			
Nancy	Wile			



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: Department Heads, Town Officials, Boards/Commissions/Committees
FROM: Angus Jennings, Town Manager
DATE: December 12, 2023
RE: Budget Package: Guidance and Policy Direction for FY25 Budget Process

This Budget Package is intended to provide uniform guidelines to Department Heads and Boards / Commissions / Committees (B/C/Cs) for the formation of the FY25 Town Operating Budget. Please find enclosed the following to support your preparation of a proposed FY25 Expense Budget:

- FY25 Budget Schedule
- Select Board Budget Policy Direction
- Town Manager Budget Guidelines
 - Budget Narrative with Goals and Objectives
 - Line Item Budget Form
 - Salary and Wage Worksheet
 - Article Request Form
 - What to Expect When Presenting an Article or Budget for FinCom Vote
 - Capital Planning Process
 - Expenditure Detail Report: FY22, FY23 and FY24 YTD

My office and the Finance Department will work closely with the Finance Committee, Capital Improvements Committee and the Select Board to manage the budget process in a manner that is consistent with the Town Manager Act (Ch. 97 of the Acts of 2017), Town Bylaws and Policies, and that builds on prior years' budget formats and processes so as to provide you – as the initial preparers of Departmental budget – a clear and familiar process.

One difference to expect in this year's budget process is that we have signed a contract with ClearGov and will be working with this new software to develop an interactive, cloud-based budgeting process. However, because Jenny and I are still working to build out the ClearGov platform with the overall account structure and history, and learning the platform ourselves, it will be up to Department Heads and other budget preparers whether you'd like to key in your initial budget requests through "the cloud" (in which case we'll get you set up with login permissions and training), or whether you'd like to stick with the Excel or paper-based system used in prior years.

We will work to communicate with participants in the budget process on an ongoing basis in order to provide a clear and effective FY25 budget process. If you do have questions, please feel free to contact me, Executive Assistant Rebecca Ambra, or Town Accountant Jennifer Walsh. Thank you.



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

FY25 Budget Schedule

December 4	Select Board review/adopt FY25 Budget Policy Direction
December 4	Town Manager draft FY25 Capital Improvements Program (CIP) presented to Select Board; referral of CIP to Capital Improvements Committee
December 12	Budget Package sent to Dept. Heads, Town Officers, Boards, Commissions and Committees (B/C/Cs)
January 11 ¹	Requested FY25 Expense Budgets, and proposed FY25 Capital items, for all Dept. Heads or Town Officers due to Town Manager and Town Accountant
January 18 ²	Requested FY25 Expense Budgets, and proposed FY25 Capital items, for all B/C/Cs due to Town Manager and Town Accountant
January (various)	Review by Town Manager and Town Accountant, including budget working meetings. (Depts. and B/C/Cs will be contacted individually to schedule your reviews, if/as needed)
January 29	Town Meeting Warrant closes (anticipated). <u>Article requests due to Select Board and Town Clerk.</u>
January 30	Pentucket School Committee meeting to review proposed State budget (regarding education) and preview anticipated PRSD school budget
February 5	Town Manager proposed FY25 budget, with budget message and proposed FY25 departmental and organizational structure, presented to Select Board.
February 5 or 12	Select Board referral of proposed FY25 budget to Finance Committee ³
February 8	Capital Improvements Committee meeting to review proposed Capital Program and FY25 projects. Capital Improvements Committee to schedule 1 or more add'l meetings in Feb. and/or March as needed.
Feb-March (DATES TBD)	Finance Committee meetings to review proposed budget. Departments and B/C/Cs will be notified regarding timing of meetings related to your section(s) of the budget.
DATE TBD	Pentucket School Committee to vote Regional School District Assessments
March 18	Capital Improvements Committee report due to Select Board
On/around March 27	Finance Committee Referral of Proposed FY25 Budget to Town Meeting
BY April 15	Posting of Warrants (14 days prior)
BY April 15	Publication of Finance Committee booklet
April 29, 7pm	Annual and Special Town Meetings
May-June	Select Board approval of FY25 Wage/Salary Schedule

¹ If this date presents a problem for any department, please let Angus and Jenny know and we can work with you.

² This date is later than the due date for budgets prepared by Department Heads, to allow extra time for the B/C/Cs (i.e. Library Trustees, Board of Health, Planning Board) to prepare and review proposed budgets. If this timeline is not achievable for any specific B/C/C, please contact Angus and Jenny no later than January 11. (Note: the Water Commission's proposed budget typically comes in later in the cycle. As an enterprise budget, it does not affect the bottom-line operating budget. A water rate public hearing to increase water rates is expected.)

³ Per the Town Manager Act Sec. 4(j): "The [select board] shall review the annual proposed budget prepared by the town manager and make changes as the [select board] deems advisable. The town manager shall present the budget which incorporates the changes of the [select board] to the finance committee and the town meeting." Therefore the budget as proposed to Finance Committee will reflect any changes as may be directed by the Board.



Town of West Newbury

Select Board FY '25 Budget Policy Direction

Approved December 4, 2023

To insure the growing and continued financial health of the Town of West Newbury, provide the public with confidence that Town officials respect their responsibility for fiscal stewardship and demonstrate to taxpayers and bond rating agencies that the Town has thoughtfully prepared for its future, the Select Board present to our employees, Boards, Commissions and Committees the following guidance in preparing the FY25 budget.

1. We propose a FY25 operating budget that will limit the overall increase in the expense budget to no more than 2.5%, not including any school budget increases including related to the Pentucket Middle/High School override. If, in order to meet this budgetary goal, the proposed budget includes any changes in organizational structure, employee head count, hours of operation and/or budgeted level of service, these changes should be specified.
2. We will carry out a clear, transparent public process for finance committee and public review of the proposed FY25 budget, taking into account information from taxpayers, town officials, department heads, Boards/ Commissions/ Committees, and residents. Budget preparation and presentation shall take advantage of the newly acquired grant-funded ClearGov budgeting platform.
3. We propose to recommend that Town Meeting continue to draw-down the balance in the School Stabilization fund in FY25 based on a multi-year plan to mitigate the taxpayer impact of the Middle/High School project.
4. We propose that the presentation of the FY25 operating budget include a section to illustrate post-FY25 operating budgets taking into account both known future costs (including but not limited to debt service based on Town borrowing, and borrowing for which the Town bears some responsibility, such as regarding Pentucket and Whittier Tech debt), and estimated/projected future costs. Estimates or projections of post-FY25 costs should clearly present the assumptions on which they are based.
5. We propose that updates and revisions to the Capital Improvement Program be presented by the Town Manager in accordance with the timeline requirements in the Capital Improvements Committee Bylaw. We propose that the Capital Improvements Committee and the Town Manager evaluate whether an appropriation of \$600,000 from the operating budget into the Capital Stabilization Fund, as was incorporated in the current year FY24 operation budget, is an appropriate amount when taking into account FY25 and future years' anticipated capital funding needs.
6. We propose that any revisions to budgeted FY25 salary and wages, relative to FY24, shall be primarily limited to contractual changes (i.e. Collective Bargaining Agreements, and employment contracts); and to cost-of-living adjustments (COLA), at a percentage proposed by the Town Manager and approved by the Select Board within the budgeting process. The Select Board will only consider approving a proposed step increase for a non-Union employee if the proposed step increase is based on a recent performance evaluation completed as part of a process that is consistent for all regularly scheduled, non-seasonal, non-Union employees across the organization.
7. We propose that the FY25 budget process identify which Town and/or Water capital project costs or other eligible expenses will be paid in full or in part through the Town's allocation of Federal American Rescue Plan Act (ARPA) funds, with a priority on one-time capital projects and related expenses.
8. We propose that the structure of the FY25 DPW operating budget be revised to reflect the reorganization of the department into separate divisions, as was undertaken during FY24, to ensure clarity in allocation of funds across the different divisions and departmental operating costs.

9. We propose that the amount of the FY25 Legal Services operating budget take into account what amount(s) of next year's projected legal expenses may reasonably be offset through payment from sources other than the operating budget (perhaps including but not necessarily limited to: Elliot Fund; Affordable Housing Trust; and Cable PEG funds).
10. We propose that the FY25 operating budget include a clear statement of what resources it would make available, if any, toward the oversight and maintenance of publicly accessible trails located on Town land and/or within publicly accessible easements. We further propose that the budget estimate what additional funding would be needed to significantly increase available resources toward these functions.
11. We propose that the FY25 operating budget account for projected costs associated with the anticipated execution of new Collective Bargaining Agreements (CBAs) with each of the Police and Dispatch Unions, both having CBAs set to expire at the end of the current FY24.
12. We propose that the Town Manager and Department Heads both continue to consider, and expand consideration of, potential opportunities to regionalize some town services, if this can be achieved at cost savings while maintaining or enhancing current levels of service, including exploring potential opportunities that may not be ready for implementation in time for FY25.
13. We propose that Department Heads and Boards/Commissions/Committees review, for programs and services that generate fees, the existing fee structures, their comparability to other municipalities in the region, and the sufficiency of projected fee revenues to cover or suitably offset the underlying town operating costs for such fee-supported programs and services.
14. We propose that the FY25 budget should take into account the estimated impacts, if any, of any newly effective requirements imposed by statute, bylaw, regulation or policy, and should specify the estimated impact of any such newly effective requirements. These estimates should take into account the anticipated impacts of any new statute, bylaw, regulation or policy that is known to affect FY25 or is proposed to take effect during FY25.
15. We propose that, for each section of the proposed budget, the proposed budget specify the individual(s) or the Board/Commission/Committee that will have authority to expend the budgeted funds.

Approved by the Select Board
December 4, 2023

Town Manager Budget Guidelines

- **Budget Narrative with Goals and Objectives**

Initial requested expense budgets should include a Mission Statement for your department(s), and a current statement of goals and objectives for FY25. This should include focus on the cost impact – increase or decrease – of any such goals and objectives. This is also the appropriate section of your budget to respond to the Select Board Budget Policy item 14 (estimating the impact of known/proposed policy changes/mandates on your operations) and item 15 (identifying authorized signer(s) for departmental expenses). This narrative is a great opportunity to highlight for residents the services provided by your department(s) on a year-round basis.

- **Line Item Budget Form** *(available in editable Excel format)*

Please clearly explain ANY changes from the previous fiscal year budget amounts in the notes section provided, and/or in an attached memorandum. THIS WORKSHEET IS JUST A GUIDE. ALL LINE-ITEM DESCRIPTIONS INCLUDED ARE SAMPLES WHICH MAY OR MAY NOT APPLY TO YOUR DEPARTMENT. All proposed expenses should be clearly identified in the notes section and/or in an attached memorandum. For example, if the proposed budget for “Training / Education / Dues” is \$800, the backup information should specify that this is made up of, for example, \$400 for seminars and workshops, \$250 to attend an annual conference, and \$150 for dues for professional organizations. These subset numbers will not be binding through the budget year, but will assist my office and the Finance Committee to understand what is “behind the numbers.” Departments with projected overtime line items must submit documentation of the basis and need for this overtime.

- **Salary and Wage Worksheet** *(available in editable Excel format)*

This worksheet should list all employees in your Department, FY24 budgeted hours and rate of pay, FY25 budgeted amount/year (salary/wages only), and proposed hours, rate of pay, and proposed budgeted amount/year (salary/wages only). For employees with a union or employment contract, budget the contracted amount for FY25. For non-union and non-contract personnel, use the current pay, with no increase for cost of living. Cost of living adjustments (COLAs) will be added to non-union wages at a later date. If you wish to propose a step increase due to changes in a position’s responsibilities, or a proposed step increase, justification must be provided in a separate memorandum. The Town Manager will review all such proposals on a case-by-case basis, and any such changes in pay rate are subject to approval by the Select Board. You will receive prior notice of any public meeting which will include discussion of your department’s proposed budget.

- **Expenditure Detail Report** *(available in editable Excel format)*

My office with the Town Accountant prepared the enclosed report of FY22 and FY23 Budget and Expended, FY24 Budget and Year-to-Date (as of 12/11/23, which was 44.7% through the current fiscal year). On request, the Town Accountant will run a detailed report for your section(s) of the budget showing all expenditures made from your accounts during the current or prior fiscal years.

- **Article Request Form** *(available in editable PDF, Word or Excel format)*

This form is unchanged from last year’s budget cycle. **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.). Departments proposing capital items should work with my office to prepare Form Bs to be provided to the Capital Improvements Committee.



Town of West Newbury Departmental Expense Budgeting Form

Line Item Budget Form (available in editable Excel format)

SAMPLE DEPARTMENT

Personnel

	FY2022	FY2023				FY2024			FY2025
	Actual Expended	Budget Requested	Budget Approved	Actual Expended	Turn back / Transfers	Budget Requested	Budget Approved	Year to Date Expended	Budget Requested
Salary & Wages	237,551	245,000	245,000	236,520	8,480	245,000	245,000	236,520	
Overtime	28,542	35,000	30,000	26,250	3,750	35,000	29,000	26,250	
Other (incentives, longevity, stipends)	2,000	2,000	2,000	1,850	150	2,100	2,100	1,250	
Sub-Total:	268,093	282,000	277,000	264,620	12,380	282,100	276,100	264,020	0

Expenses

Advertising	265	500	500	220	280	500	500	385	
Communications	379	500	500	385	115	500	500	385	
Equipment Purchase, Repairs	379	500	500	385	115	500	500	385	
Materials & Supplies	3,750	4,000	4,000	2,650	1,350	5,000	4,000	3,251	
Mileage / Travel	265	500	500	220	280	500	500	385	
Professional / Technical Svcs	3,750	4,000	4,000	2,650	1,350	5,000	4,000	3,251	
Training / Education / Dues	2,835	5,000	5,000	3,251	1,749	5,000	4,000	3,251	
Uniforms	1,350	1,500	1,500	879	621	1,500	1,500	879	
Utilities	265	500	500	220	280	500	500	220	
Vehicle Maintenance	379	500	500	385	115	500	500	385	
Other Expenses	1,350	1,500	1,500	879	621	1,500	1,500	879	
Sub-Total:	14,967	19,000	19,000	12,124	6,876	21,000	18,000	13,656	0
Department Total:	283,060	301,000	296,000	276,744	19,256	303,100	294,100	277,676	0

Please complete the above current fiscal year budget request.

For each line item that varies from prior year actual, provide a detailed explanation below.

Salary and wage detail to be provided on the Salary and Wage Worksheet, attached.

Budget request submitted by: _____

Contact (phone/email): _____

Salary and Wage Worksheet *(available in editable Excel format)*



**Town of West Newbury
Departmental Salary and Wage Worksheet**

Grade	Position	Hrs/Wk (FY24)	Rate (FY24)	Amount / Year	Proposed Rate (FY25)	Proposed Hrs/Wk (FY25)	Proposed Amt / Year (FY25)

Note: Add additional lines if needed.

Proposed Salary/Wages: \$ _____ **-**

For any salary/wage increases/decreases, provide all relevant information. (prior hours/rate, new hours/rate, approvals received, and reason for request)

Budget request submitted by: _____

Contact (phone/email): _____

ARTICLE REQUEST FORM

ARTICLE:

AMOUNT REQUESTED:

CONTACT PERSON:

PHONE NUMBER:

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

What factors affect the timing of this purchase?

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

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

Does this Article involve improvement, preservation or creation of tangible assets and projects which 1) have useful life of at least five years; 2) cost over \$20,000 and or 3) for which the town is authorized to borrow funds? If so, please confirm that this item is on the Capital Improvements Committee Schedule for future capital investments.

Please attach additional pages or other supporting documentation.

What to Expect When Presenting an Article or Budget for FinCom Vote

Under Town Bylaws, the Finance Committee is charged with vetting, analyzing and voting whether to recommend “all Articles in the Warrant, especially those involving the appropriation of money.” We also must present an Omnibus Budget at the Annual Town Meeting. We must prepare a booklet to guide Town Meeting and explain our rationales to the Town. The FinCom takes these responsibilities seriously and works hard to obtain a full understanding of the pros and cons of all matters that come before it.

The FinCom cannot in good faith recommend a proposal that it does not fully understand. To help you help us do our job when you have a matter that will require a FinCom vote, we have prepared this guide, which will be circulated to every Town Department, Board, and Committee approximately four months prior to each Town Meeting.

In preparation for the FinCom to vote on your proposed Article or Budget item, the Town Manager’s office will provide us with requested information, and b) work with the FinCom Chair to schedule a meeting with the Committee. In order to facilitate a smooth process, please:

- 1) Provide any Article submission on the Town Article Request Form and any supporting materials to the Town Manager so that the submission may reach us in a timely manner—and provide summary answers as opposed to “see attached”;
- 2) Provide any proposed budget and any supporting materials (with prior comparative data) to the Town Manager for timely submission to us;
- 3) When we ask to meet with you, make yourself available in time for FinCom to complete its evaluation;
- 4) Provide the Town Manager with any additional written materials, timely for the Town Manager’s distribution of materials to the FinCom at least one week prior to meeting with us;
- 5) Be prepared to answer questions relating to such matters as a) the short- and long-term costs and benefits of your proposal; b) your consultation with/approvals from other affected Town departments, committees, boards; c) the alternatives you considered in developing your proposal; d) your proposed funding source(s); e) your plan to implement the proposal if approved at Town Meeting; f) date for completion/sunsetting of Article;
- 6) Keep us up to date with follow-up information FinCom may request as well as any changes to or further developments regarding your proposal;
- 7) Recognize that the FinCom booklet – the culmination of months of Committee work – will go to press at least two weeks before Town Meeting, making last minute changes infeasible.

FY24 Committee Members		
<u>Name</u>	<u>Title</u>	<u>Term</u>
Rob Phillips	Chair	through FY25
Daniel Innes	Vice Chair	through FY24
Ross Capolupo	Secretary	through FY25
Jim Sperelakis	Member	through FY24
Ann O’Sullivan	Member	through FY26
Committee webpage: https://www.wnewbury.org/finance-committee		

Capital Planning Process

The role of the Capital Improvements Committee (CIC) is set forth in the CIC Bylaw, and includes consideration of the relative need, impact, timing and cost of proposed capital expenditures and the effect each will have on the financial position of the town. Working with the DPW Director, Chief Fire Engineer, Page School Administration and facilities personnel, Parks & Rec Commission, and other Department Heads and B/C/Cs, my office maintains a database of all known and potential capital items into a consolidated Capital Improvements Program. This is updated periodically, and annually within the capital budgeting process. Specific projects proposed for FY25 funding will proceed through the familiar CIC review process.

The comprehensive Capital Improvements Program is intended to support clear decision-making regarding the comparative costs and benefits of the Town’s capital needs. The CIC review process and recommendations for specific projects will proceed in parallel with the overall budget process.

The Capital Improvements Committee shall study proposed capital projects involving the planning for and the improvement, preservation and creation of tangible assets and projects which:

- 1) have useful life of at least five years;
- 2) cost over \$20,000; and/or
- 3) for which the town is authorized to borrow funds.

The Committee shall consider the relative need, impact, timing and cost of these expenditures and the effect each will have on the financial position of the town. No appropriation shall be voted for a capital improvement requested by a department, board or commission unless the proposed capital improvement is considered in the Committee's report. The Committee shall not fail to report on any proposal that has been properly submitted.

The CIC shall prepare an annual report recommending a Capital Improvement Budget for the next fiscal year, including any items to be funded in the current fiscal year, and a Capital Improvements Program including recommended capital improvements for the following five (or more) fiscal years. The report shall be submitted to the Select Board not later than six weeks prior to the Annual Town Meeting for its consideration and recommendations. The Board shall submit the Capital Budget together with its recommendations to the Annual Town Meeting.

FY24 Committee Members	
<u>Name</u>	<u>Title</u>
Judith Mizner	Chair
Polly McDowell	Vice Chair
Elisa Grammer	Clerk
Paul Niman	Member
Rick Parker	Select Board Representative
Ross Capolupo	Finance Committee Representative
Angus Jennings, Town Manager	Ex Officio
Committee webpage: https://www.wnewbury.org/capital-improvements-committee	

Expenditure Detail Report: 22, FY23 and FY24 YTD

The Town Accountant prepared the enclosed reports of FY22 Budget and Expended, FY23 Budget and Expended, FY24 Budget and Year-to-Date (as of 12/11/23, which was 44.7% through the current fiscal year).

On request, the Town Accountant will run a detailed report for your section(s) of the budget showing all expenditures made from your accounts during the current or prior fiscal years.

*Provided separately to each Department Head and
Board/Commission/Committee*



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: December 14, 2023
RE: Finance Committee Meeting Dates February and March 2024

In preparation for the Spring Special and Annual Town Meetings on Monday, April 29, 2024, the following Finance Committee dates have been tentatively scheduled as follows:

Thursday February 15, 2024

Wednesday February 21, 2024

Wednesday February 28, 2024

Wednesday March 13, 2024

Wednesday March 20, 2024

Wednesday March 27, 2024



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: Department Heads and Supervisors
FROM: Angus Jennings, Town Manager
DATE: December 12, 2023
RE: Process and timing for conduct of Annual Employee Performance Evaluations

This memo is intended to outline the process and timeline for conduct of employee performance evaluations for calendar year 2023.

As you know, in 2022 the Select Board and my office undertook a wage and classification study.¹ This resulted in the adoption of a grade and step schedule for non-Union employee compensation. The current FY24 grade/step schedule is attached. Once the Select Board approves a COLA adjustment for the FY25 budget, which will happen in the first quarter of 2024 during the budgeting process, an updated grade/step schedule will be circulated, reflecting the FY25 COLA-adjusted rates.

Under the Town Manager Act, the Select Board is the approving authority for all salary and wages. (Sec. 9(d) reads in part: “The town manager shall recommend the salaries and pay rates for town employees, except for those employees covered by a collective bargaining agreement; provided, however, that the salaries and pay rates recommended by the town manager shall be subject to modification and approval by the [select] board.”)

The adoption of a grade/step schedule provides a mechanism to consider step increases. At the time that the Board adopted the wage study, the Board set an expectation that any consideration of step increases would be preceded by completion of employee performance evaluations, to be undertaken based on a consistent process across the organization for regularly-scheduled, non-Union employees. This is consistent with the Personnel Policy, excerpted as follows:

Sec. 4.1 “The job performance of all regular employees will be evaluated at least once each fiscal year by the immediate supervisor. The Board will develop and distribute forms to be used for this purpose to assess the quantity and quality of performance of job duties, attendance, attitude and other relevant performance measures. Employees shall be provided the opportunity to read and file comments on their evaluations. Evaluations shall be maintained as confidential personnel records which may be disclosed only in connection with personnel actions concerning the employee.”

Based on my own prior experience, and in discussions with Board members, Department Heads and others, it was evident that there was opportunity to come up with a better personnel evaluation form than the one that has been used in prior years. In recent months, my office has researched various evaluation forms and platforms, and has found that our insurance provider MIIA (MA Interlocal Insurance Association) offers a free, online Performance Review Builder (“Zywave”) that is well suited to our needs.

¹ The wage/classification study can be found on the Town website at: <https://www.wnewbury.org/town-manager> (See link to “Classification and Compensation Study” on the left side of the page).

Drawing from the MIIA service, we have prepared three different forms of evaluation, tailored to positions with different grades. The evaluation forms are intended to facilitate employees’ self-evaluation and supervisors’ evaluation of the following job competencies:

Competencies	Position Grade							
	A	B	D	E	F	G	H	I
Job Knowledge					1	1	1	1
Quantity of Work	1	1	1	1	1	1	1	1
Quality of Work	1	1	1	1	1	1	1	1
Dependability					1	1	1	1
Cooperation	1	1	1	1	1	1	1	1
Initiative	1	1	1	1	1	1	1	1
Problem Solving	1	1	1	1				
Judgment	1	1	1	1	1	1	1	1
Planning & Organization	1	1	1	1				
Attendance & Punctuality	1	1	1	1	1	1	1	1
Safety & Security	1	1	1	1	1			
Customer Service						1	1	1
Communications	1	1	1	1				
Innovation	1	1	1	1				
Adaptability	1	1	1	1	1	1	1	1
Cost Consciousness	1	1	1	1				
Management Skills	1	1	1	1				
	14	14	14	14	10	10	10	10

The attached spreadsheet lists all employees’ immediate supervisors, who will be responsible for completing the evaluations. The process will also invite each employee to prepare a self-evaluation using the same form, for the employee and supervisor to review together. The process is as follows:

- 1) Supervisors provide each employee a self-evaluation form
- 2) Supervisors and employees schedule a date to meet to review the evaluation (not less than 1 week after the self-evaluation form is provided)
- 3) Supervisors prepare evaluation form for employee (covering the time period calendar year 2023)
- 4) Supervisors meet with each employee to review the employee’s self-evaluation, and the supervisor’s evaluation. During the meeting, the supervisor may revise, or add notes to, the evaluation. Please note that each evaluation meeting must include 3 people: the supervisor, the employee, and an observer.²
- 5) Evaluation form signed by both supervisor and employee. This may take place at the meeting, or within 2 work days after the meeting.
- 6) Signed evaluation form placed in the employee’s personnel file in the Treasurer/Collector’s office

Supervisors will be provided evaluation forms in hard copy, and in editable Word format. At their option, supervisors will be given login credentials if they’d like to write the evaluations using the online MIIA (Zywave) platform, which offers draft evaluation narratives generated by AI. The supervisor can export the online form to Word to refine the narratives. Alternatively, supervisors can provide their forms to Rebecca for input to Zywave, who can then export to Word, to then be finalized by supervisors.

² Observers may include the Town Manager, Executive Assistant, Town Accountant, or a designee of a Board or Commission. Participation to be determined by the supervisor.

Non-Union, Regularly-Scheduled Town Employees for Annual Performance Evaluation Process, 2023				
Department	Staff Position	Immediate Supervisor	Need Annual Evals?	Responsible to Complete Eval
1. Town Manager	Town Manager	Select Board	YES	Select Board or designee
1. Town Manager	Executive Assistant	Town Manager	YES	Town Manager
3. Assessing	Chief Assessor/GIS Coordinator	Town Manager	YES	Town Manager
3. Assessing	Assessors Clerk	Chief Assessor	YES	Chief Assessor
4. Finance Department	Town Accountant	Town Manager	YES	Town Manager with Select Board designee
4. Finance Department	Treasurer/Collector	Town Manager	YES	Town Manager
4. Finance Department	Finance Assistant	Town Accountant	YES	Town Accountant
5. Town Clerk	Town Clerk	Town Manager	YES	Town Manager
5. Town Clerk	Assistant Town Clerk	Town Clerk	YES	Town Clerk
6. Conservation	Conservation Agent	Town Manager / ConCom	YES	Town Manager with ConCom designee
7. Planning	Town Planner	Town Manager / Planning Board	YES	Town Manager with Planning Board designee
7. Planning	Admin Asst to the Town Planner/Planning Board	Town Planner	YES	Town Planner
8. Police	Police Chief	Town Manager	YES	Select Board or designee
8. Police	Administrative Assistant	Police Chief	YES	Police Chief
11. Fire	Chief Engineer	Town Manager	YES	Board of Fire Engineers or designee
12. Emergency Management	EMA Director	Town Manager	YES	Town Manager
12. Emergency Management	EMA Deputy Director (2)	EMA Director	YES	EMA Director
14. Inspectional Services	Building Inspector	Town Manager	YES	Town Manager
14. Inspectional Services	Electrical Inspector	Building Inspector	YES	Building Inspector
14. Inspectional Services	Plumbing Inspector	Building Inspector	YES	Building Inspector
14. Inspectional Services / ZBA	Administrative Assistant	Building Inspector	YES	Building Inspector
16. DPW	Business Manager & Chief Procurement Officer	Town Manager	YES	Town Manager
16. DPW	Programs & Projects Manager	Town Manager	YES	Town Manager
16. DPW / Highway	Highway Superintendent	Town Manager	YES	Town Manager
16. DPW / Bldgs. & Grounds	Facilities Manager	Town Manager	YES	Town Manager
16. DPW / Bldgs. & Grounds	Buildings & Grounds Custodian	Facilities Manager	YES	Facilities Manager
17. Health	Health Agent	Board of Health	YES	Board of Health or designee
17. Health	Administrative Assistant	Board of Health	YES	Board of Health or designee
17. Health	Recycling Coordinator	Board of Health	YES	Board of Health or designee
18. Council on Aging	COA Director	Town Manager	YES	Town Manager
18. Council on Aging	Nutrition Coordinator	COA Director	YES	COA Director
19. Library	Library Director	Board of Library Trustees	YES	Board of Library Trustees or designee
19. Library	Children's Librarian	Library Director	YES	Library Director
19. Library	Youth Services Librarian	Library Director	YES	Library Director
19. Library	Staff Librarian (2)	Library Director	YES	Library Director
19. Library	Assistant Librarian	Library Director	YES	Library Director
20. Water	Superintendent	Board of Water Commissioners	YES	Town Manager with BOWC designee
20. Water	Licensed Operator (2)	Water Superintendent	YES	Water Superintendent
20. Water	Administrative Assistant	Water Superintendent	YES	Water Superintendent
22. Community Preservation Committee	CPC Administrative Assistant	Town Manager	YES	Town Manager with CPC Chair

Approved Grades/Steps with hourly rates, FY24 Budget

Grade	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Max
A	\$55.01	\$56.98	\$58.94	\$60.91	\$62.87	\$64.84	\$66.80	\$68.77	\$70.73	\$72.70	\$74.66	\$76.63	\$78.59
B	\$48.15	\$49.87	\$51.59	\$53.31	\$55.03	\$56.75	\$58.47	\$60.19	\$61.91	\$63.63	\$65.35	\$67.07	\$68.79
C	\$42.17	\$43.67	\$45.18	\$46.69	\$48.19	\$49.70	\$51.20	\$52.71	\$54.22	\$55.72	\$57.23	\$58.73	\$60.24
D	\$33.82	\$35.02	\$36.23	\$37.44	\$38.65	\$39.86	\$41.06	\$42.27	\$43.48	\$44.69	\$45.89	\$47.10	\$48.31
E	\$31.10	\$32.21	\$33.32	\$34.43	\$35.54	\$36.65	\$37.77	\$38.88	\$39.99	\$41.10	\$42.21	\$43.32	\$44.43
F	\$26.32	\$27.26	\$28.20	\$29.14	\$30.08	\$31.02	\$31.96	\$32.90	\$33.84	\$34.78	\$35.72	\$36.66	\$37.60
G	\$23.61	\$24.45	\$25.30	\$26.14	\$26.98	\$27.83	\$28.67	\$29.51	\$30.36	\$31.20	\$32.04	\$32.89	\$33.73
H	\$19.59	\$20.29	\$20.99	\$21.68	\$22.38	\$23.08	\$23.78	\$24.48	\$25.18	\$25.88	\$26.58	\$27.28	\$27.98
I	\$16.00	\$16.57	\$17.14	\$17.71	\$18.28	\$18.85	\$19.42	\$19.99	\$20.57	\$21.14	\$21.71	\$22.28	\$22.85

Town Manager Priorities / Workplan – remainder of 2023 – UPDATED DRAFT of 12/14/23

- 1) ~~Finalize/close out FY23 Audit~~ – COMPLETE
- 2) ~~Project Fair & Forum (11/9 and 11/15)~~ – COMPLETE
- 3) Update/circulate CIP; initiate CIC process – NEARLY COMPLETE, WORKING W KEY STAFF TO REFINE SOME PROJECT DESCRIPTIONS AND COSTS; TO BE CIRCULATED WEEK OF 12/18
- 4) Management training / professional development plan for 9 employees – UNDERWAY
- 5) New budgeting software (ClearGov)
 - a. Populate software with prior years’ and YTD data – COMPLETE
 - b. Learn – SOME TRAININGS COMPLETE; OTHERS NEEDED
 - c. Train others – DEPT HEAD TRAINING SCHEDULED FOR 12/19
- 6) FY24 budget
 - a. ~~Budget message/policy direction~~ – COMPLETE
 - b. Budget packet to DHs and BCC Chairs – GIVEN TO DEPT HEADS; STILL NEEDS TO BE CIRCULATED TO BCC CHAIRS
 - c. Prepare TM-led sections of budget – NOT STARTED
 - d. Re-tool DPW budget to reflect restructure – CREATED NEW ACCOUNT STRUCTURE; HAD WORKING MEETING WITH KEY DPW AND ACCOUNTING PERSONNEL
- 7) Budget/staffing plan for 2024 summer rec program – PENDING PARKS & REC COMM MTG
- 8) Middle Street Bridge financial plan – WORK ONGOING
- 9) Water financial plan – OUTLINE COMPLETE AND CIRCULATED; WORK ONGOING
- 10) Water draft MOU with Newburyport – WORK ONGOING
- 11) Close on purchase of Sawmill Brook property – CLOSING SCHEDULED FOR DEC 15
- 12) ARPA plan – SUMMARY COMPLETED IN NOVEMBER; TO BE REVISITED/FINALIZED EARLY 2024
- 13) Page School Conditions Assessment – WORK ONGOING
- 14) ~~Staff (and personal) training re use of GIS mobile stormwater app (MVPC)~~ – COMPLETE
- 15) Goal-setting session with SB – NOT SCHEDULED; PROCESS ONGOING
- 16) ~~Set FY24 tax rate~~ – COMPLETE
- 17) Personnel evaluations
 - a. ~~Establish process and timeline~~ – COMPLETE
 - b. Circulate to DHs (12) and supervising Boards (4) – GIVEN TO DEPT HEADS; STILL NEEDS TO BE CIRCULATED TO BCC CHAIRS
 - c. Conduct evals and oversee/ensure others’ conduct of evals – NOT STARTED
- 18) Finalize any job descriptions that remain in draft form – A LOT OF WORK REMAINS
- 19) Policy development
 - a. Remote work – DRAFT AWAITING TOWN MANAGER REVIEW/EDITS
 - b. Procurement; Procurement Conflict of Interest – DRAFT AWAITING TOWN MANAGER REVIEW/EDITS
 - c. Employee Reimbursement – DRAFT AWAITING TOWN MANAGER REVIEW/EDITS
- 20) Prepare for Union contract negotiations
 - a. Police – WORK ONGOING
 - b. Dispatch – WORK ONGOING
- 21) Coordinated project/priority list of open items with Greenbelt – UPDATED DRAFT IN PREP FOR RECENT MTG RE TRAILS CHECKLIST

- 22) Ash Street management plan – DELEGATED TO HIGHWAY/DPW WITH OTHER STAFF INPUT; DUE LATE JANUARY
- 23) ~~Attend 2-day conference (Nov 16-17, MA Muni Mgmt. Assn Fall Conference)~~ – DID NOT ATTEND
- 24) Use 56.5 hrs of FY23 vacation time – TOOK PART OF ONE DAY OFF; ABOUT 50 HRS REMAIN

The following items were not on earlier (Nov 16) list but are now part of work plan:

- 25) Page School HVAC: secure funding; execute contract – WORK ONGOING
- 26) ~~DPW Union contract – pursue amendments~~ – COMPLETE
- 27) ~~Hire new DPW Experienced Operator~~ – OFFER LETTER AGREED; NEW EMPLOYEE TO START 12/18
- 28) ~~Review draft scope/RFP for replacement of phone systems in Town Offices and Public Safety Complex~~ – COMPLETE; RFP POSTED TO COMMBUYS ON 12/11, PROCESS UNDERWAY
- 29) ~~Cont'd work on checklist for proposed new public trails~~ – STAKEHOLDER MEETING HELD 12/13
- 30) ~~Send enforcement letter re houseboat moored on river~~ – AGREED THAT POLICE CHIEF AND HARBORMASTER WILL APPROACH PROPERTY OWNER TO HELP PRIOR TO SENDING ENFORCEMENT LETTER
- 31) Finalize Water Distribution Study – WORK ONGOING
- 32) Cont'd engagement with MVP River Road process – ONGOING
- 33) Ensure preparation of work scope to solicit pricing for design, permitting for Coffin Street culvert replacements – PROJECTS MANAGER WORKING W/HIGHWAY, CONSERVATION
- 34) Finalize scope and execute contract with Horsley-Witten for amendments to Stormwater Bylaw and other Town Bylaws – WORK ONGOING
- 35) Pursue amended Ocean Meadow trail easement to reflect actual trail location – ONGOING; ANOTHER MEETING WITH CONSERVATION AGENT AND HOMEOWNERS ASSN PRESIDENT NEXT WEEK
- 36) Hazard Mitigation Planning process – ONGOING
- 37) Work with B2Q and Facilities to calibrate schedule for Town Offices heating – MEETING HELD; STILL NEED KEY STAFF TO BE SET UP WITH LOGIN CREDENTIALS AND TRAINING

Executive Assistant

From: Arsenault, Tom <Tom.Arsenault@mail.house.gov>
Sent: Thursday, December 14, 2023 11:50 AM
To: Bovio, Kelly; Morehead, Liam
Subject: UST Interim Final Rule / SLFRF Money Update

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

Good Morning Mayors/Managers/Administrators/Staff,

I am writing today with an important update from Treasury **which clarifies their guidance on spending your municipal ARPA funding.**

EXPLANATION OF THE RULE CLARIFICATION: The Department of The Treasury (UST) recently released a [2023 Interim Final Rule](#) for the [Coronavirus State and Local Fiscal Recovery Funds \(SLFRF\)](#) which provides a new definition of “obligation” in regard to the December 31st, 2024 deadline for the local obligation of ARPA funds. Obligation is defined as, “An order placed for property and services and entry into contracts, subawards, and similar transactions that require payment.” **This would mean that by the end of next year, every municipality in the country would need to enter a contract to spend all of their ARPA funds.** You can view the [UST slides on the 2023 Interim Final Rule here](#). In particular, slide 12 shows a case study that says that **under the new rule, UST specified that local legislative appropriation of ARPA funds does not meet the standard for obligation.** You can view the UST’s [Obligation Interim Final](#) rule here. On page 3 of the pdf, UST notes that it considered allowing local legislative “appropriation, budget, or allocation processes” to count as an obligation, but they decided against it because it “would not provide a standard that could be applied consistently across recipients.”

WHY YOU SHOULD BE AWARE: Those of you who have shared your ARPA spending with us, we know that some of you have still yet to put complete spending plans before your City Councils or Select Boards. Under this new definition for obligation, you would need to go out to bid within the next year.

NEXT STEPS: UST is currently soliciting comments on the Interim Final Rule. If you are interested in submitting a comment, you may do so at [this link](#) in advance of the deadline on **Wednesday, December 20th, 2023.**

Please let us know what your thoughts are on this proposed rule. **If you submit a comment, please share with us for our records.** Additionally, **please send us an updated breakdown of your ARPA funds categorized under the following categories:**

- **Approved:** City Council or Select Board voted to approve/appropriate funding for a specific project.
- **Obligated:** Under this new definition, if you have reached a contract for the service/labor/item.
- **Spent:** Contract was executed, and the approved funding was expended.
- **Remaining:** Funds that have still not been approved or designated for any particular projects.

Our office would like this information for our records as we will need to work with each of you to ensure the funds are implemented according to the final rule after this comment period. Please don’t hesitate to reach out with any additional questions you may have, and we will keep you updated on this as we get more information.

Best,

Tom Arsenault | Regional Director

Office of Congressman Seth Moulton (MA-06)
21 Front Street | Salem, MA 01970

Request for Proposals (RFP)

IP Telephony and Voicemail System
Voice Over Internet Protocol Solution (VoIP)
RFP #2024-WN-003



RFP Response Deadline: Wednesday February 14th, 2024 at 10:00 A.M.

Mandatory Site Visit: Wednesday January 10th, 2024 at 11:00 A.M.

Proposals Due:

Wednesday February 14th, 2024

at 10:00 A.M. EST. Time

At

Town Clerk's Office

381 Main Street

West Newbury, Massachusetts 01985

TABLE OF CONTENTS

1. Project Overview	4
1.1 Project Description	4
1.2 Scope of Work	4
1.3 Plan for Providing the Services	4
1.4 Estimated Procurement Calendar	4
2. Project Specifications	5
2.1 Phone System Requirements	5
2.2 Required Basic Features and Functionality	5
2.3 Required Voicemail Features	5
2.4 Required Attendant Console Features	6
2.5 Required System Reporting and Call Detail Reporting	6
2.6 Add/Alternatives	6
2.7 Existing Conditions	6
3. General Conditions	7
3.1 General	7
3.2 Definitions	8
4. Request for Proposal (RFP) Submittal Instructions	8
4.1 Request for Proposal (RFP) Document	8
4.2 Mandatory Pre-Submission Site Walk	9
4.3 Oral Presentation	9
4.4 Questions and Addenda	9
4.5 RFP Due Date and Required Copies	9
4.6 RFP Submittal Modifications	10
5. Proposal Submission Requirements	10
5.1 Contents of Proposal	10
5.2 Proposal Forms	11
5.3 Financial Information	11
5.4 Wage Rates	12
6. Proposal Evaluation Criteria	12
6.1 Evaluation of Responses	12
7. Award of Contract	13
7.1 Selection Procedures	13
7.2 Award of Contract	13
7.3 Rules of Contract Award	14
7.4 Change Orders and Adjustments	14
7.5 Payment Procedures and Contract Value	14
7.6 Applicable Provisions of the Law	14
7.7 Independent Contractor	14
7.8 Indemnification	14
7.9 Insurance	15
7.10 Termination	15

TOWN OF WEST NEWBURY

Attachments

Attachment A: Bidder Identification Form

Attachment B: Cover Sheet for Price Proposal

Attachment C: Bidder Business Reference Form (3 Required)

Attachment D: Complete List of Inventory & Needs

Attachment E: System Summary Form

Attachment F: Proposal Evaluation Score Sheet *For Reference Only *To Be Used Internally**

1. Project Overview

Project #: 2024-WN-003

Project Title: VoIP Phone System

Due Date: Wednesday February 14th, 2024 at 10:00 A.M Eastern Time

Notice is hereby given that proposals will be received by the Town of West Newbury, to provide and install a new phone system for three (3) Town facilities.

1.1 Project Description

The Town of West Newbury seeks a certified telecommunications contractor to supply, provision, fully install, and test a unified Voice-over-Internet Protocol (VoIP), multi-site telephone system within its three (3) listed facilities, replacing the Town's aging phone system, to integrate the new system, and to provide appropriate administrative and user training. The awarded Contractor will be responsible for furnishing all labor, supervision, equipment, materials and supplies necessary to properly and competently install the IP based telecommunications system and support items included in this contract in accordance with the performance thresholds outlined in this Request for Proposals (RFP).

1.2 Scope of Work

The VoIP system will replace the current telephone system and requires an open standard VoIP system that provides four-digit dialing between locations, a centralized voicemail system that can be used transparently by all locations, and the ability for all locations to be part of a single phone system. The equipment shall be the newest model and in current production. Reconditioned, remanufactured or demo models shall not be accepted.

The Bidder will source the equipment, perform all programming and installation, testing, and training. The solution should be expandable, as may be needed.

1.3 Plan for Providing the Services

The Bidder shall complete the work described in the Scope of Work in accordance with the Contract Documents. **The work shall not start later than May 1st, 2024 and must be completed by December 31, 2024.** The start date may be negotiated with the Town and adjusted only upon agreement from the Town (as represented by the Chief Procurement Officer).

1.4 Estimated Procurement Calendar

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the Town of West Newbury. In the event the Town of West Newbury finds it necessary to change any of the specific dates and times, it will do so by issuing an amendment to this RFP. Formal notification will be issued for changes of the estimated dates and times through an addendum.

Estimated Procurement Calendar		
Tasks	Date	Time
RFP Issued on COMMBUYS	12/11/2023	10:00 A.M
Mandatory pre-submission site walk	1/10/2024	11:00 A.M
Written questions/clarifications due on or before	1/31/2024	4:00 P.M
Release of official responses due on or before	2/7/2024	4:00 P.M
Proposal submission deadline on or before	2/14/2024	10:00 A.M
Bidder Evaluations - Vendor Presentations	3/1/2024	10:00 A.M
Preliminary award on or before	3/15/2024	4:00 P.M

2. Project Specifications

2.1 Phone System Requirements

The system must act as a single system image in a multi-site environment and be scalable up to 150 users. The preferred high-level components of functionality include voicemail, conferencing, reporting, and system administration. There is a strong preference for VoIP-SIP solutions.

The Contractor will assist the Town in evaluating its existing number of lines and extensions and advise on consolidating, reducing, or adding as may best meet the needs of the Town.

2.2 Required Basic Features and Functionality

- A. Cloud-based VoIP technology
- B. Ability to expand its capacity when needed
- C. Two factor authentication to allow for remote changes
- D. Four-digit dialing from any site to any site, where possible
- E. Direct Inward Dialing (DID), as well as Caller-ID for incoming calls
- F. All staff phones must have speakerphone capabilities
- G. Access to 911 service – subscriber shall be able to obtain emergency service/assistance by dialing 911
- H. Extension forwarding and call transfers to user defined external numbers such as the user’s cell phone, home phone, or another location on or off the network
- I. Ability to have multiple ring groups
- J. Search-by-name directory for employees
- K. Compatible with headsets for hands free operation
- L. Availability of conferencing features
- M. User phones must feature a message waiting indicator light, bridges (multi) line appearance, intercom calling and multiple line appearances

2.3 Required Voicemail Features

- A. Ability to function as a part of a network with a centralized voicemail system, including the ability to have message waiting indicator lights at each site
- B. Voicemail box for each extension/user

- C. Ability to access voicemail remotely
- D. Support a “zero-out” to the system attendant for each office
- E. Assignment of a default password for users, and provide a mechanism to reset passwords for users that are locked out of their mailboxes
- F. Allow users to transfer a call directly to their own or another user’s voicemail
- G. Ability to change greetings and passwords remotely
- H. Allow users to obtain instructions through system prompts
- I. Ability to set a scheduled general voicemail based on time of day, days of week, and days of year, (i.e., “The office is now closed,” “The office is closed for the observed holiday and will reopen”)
- J. Ability to transfer messages to other (multiple) users and append them with their own comments, allow users to modify their own passwords, and allow users to record multiple greetings for internal and external callers, out-of-office messages, email, etc.

2.4 Required Attendant Console Features

- A. Provide an attendant console for servicing incoming calls to the network. The console will feature a simple, uncluttered layout of call appearance keys, attendant function keys and a large, easy to read display
- B. User phones must feature a message waiting indicator light, bridges (multi) line appearance, intercom calling and multiple line appearances
- C. Intercom capability through the phone system, specifically through the phone speakers. System must also offer the ability to mute this option, when necessary
- D. The proposed phones must provide a built-in switch for PC connectivity
- E. Ability to operate at any location in case one of the offices must close

2.5 Required System Reporting and Call Detail Reporting

- A. Ability to use one centralized call accounting system to track calls out of all locations on the network. The call accounting system must be able to distinguish which phone originated the call regardless of the phone’s physical location on the network
- B. Call Detail Reporting (CDR) records must be in an exportable format for external analysis. Acceptable formats include Microsoft Excel, flat text file, etc.

2.6 Add/Alternatives

- A. E-mail integration with Microsoft Outlook/Office 365 and provide unified messaging solution
- B. Ability to use IP Soft Phones

2.7 Existing Conditions

A detailed inventory and needs list are provided in Attachment D.

TOWN OF WEST NEWBURY

Building	Current	Needs	Change
1910 Building- <i>Town Offices</i>	28	37	9
<i>381 Main Street</i>			
GAR Memorial Library	2	3	1
<i>490 Main Street</i>			
Public Safety Complex	41	41	0
<i>401 Main Street</i>			
Hardlines			
Security System	1	1	0
Emergency	1	1	0
Elevator	1	1	0
Fax 1st floor	1	1	0
Fax 2nd floor	1	1	0
Total Hardlines	5	5	0
Total	81	91	10

Hardlines	Current	Needs	Change
978-363-1212	1	1	0
978-363-1213	1	1	0
978-363-1115	1	1	0
978-363-1118	1	1	0
978-363-1114	1	1	0
978-363-1111	1	1	0
978-363-1112	1	1	0
978-363-1120	1	1	0
978-363-1601	1	1	0
978-363-1103	1	1	0
978-363-1246	1	1	0
978-363-2388	1	1	0
978-363-2409	1	1	0

3. General Conditions

3.1 General

- A. The work contemplated in the contract is described in the Contract Documents. Each Bidder shall examine the proposal documents and inform themselves and any Sub-Contractors as to the Contractor’s responsibilities on the project.
- B. It is required that each Bidder visit the sites of the installations and familiarize themselves with the job site conditions, the work in place, and generally inform themselves of all conditions affecting execution of the work contemplated in this contract.

C. The specifications exhibit the intent and purpose of the Town of West Newbury regarding the work, and they shall be so considered by the Bidders. Accordingly, the Bidder admits and agrees that they are not complete in every detail and that work, and materials not indicated or expressly mentioned in the specifications, which are manifestly necessary for the full and faithful performance of the work in accordance with the true intent, will be included in their proposal and incorporated into the work the same as if indicated and specified. In the case of ambiguity with regard to the quantity and/or quality, the Bidder shall include in their proposal the better quality and/or greater quantity, and all costs therewith shall be included in their proposal.

D. No consideration will be granted for any alleged misunderstanding of the requirements of the Contract Documents, it being understood that the tender of a proposal carries with it the agreement to all provisions of the Contract Documents.

3.2 Definitions

- A. Bidder: An individual, corporation or other entity engaged in the business of supplying communication network services and related goods and services who has submitted a response to this RFP solicitation and/or the individual, corporation or other entity that is awarded a contract as a result of this procurement.
- B. Contract: The word “contract” refers to any contract resulting from this RFP.
- C. Contract Documents: Consist of (1) the Invitation to Propose, (2) Bidder Identification Form, (3) Cover Sheet for Price Proposal, (4) Bidder Business Reference Forms, (5) Price Proposal, (6) System Summary Form Checklist
- D. Contractor: The Bidder awarded any contract resulting from this RFP.
- E. Session Initiation Protocol (SIP): Signaling protocol for Internet conferencing, telephony, presence, events notification and instant messaging.
- F. Town of West Newbury: Where the words “Town of West Newbury” is used herein, it shall be understood to refer to 381 Main Street, West Newbury, Massachusetts 01985.
- G. Request for Proposal (RFP): The mechanism used by a Procuring Department to ask contractors for quotations of a specific commodity or service prior to purchasing in order to get the best value and/or generate competition for the lowest price.
- H. Response: A Response from a Bidder to a Request for Proposal (RFP) under a competitive Procurement; also referred to as a “bid,” “quote” or “proposal.”
- I. Work: Wherever the word “Work” is used herein, it shall be understood to refer to the installation, connection, testing, cutover, additions, modifications, replacement, and improvements to the Town of West Newbury’s Telecommunication System(s) together with all necessary and required associated activities attending completion of the project.

4. Request for Proposal (RFP) Submittal Instructions

4.1 Request for Proposals (RFP) Document

The RFP is available at no charge at **10:00 A.M on Monday December 11, 2023** by e-mail request at Procurement@WNewbury.org. A hardcopy is also available and can be requested by a consultant

TOWN OF WEST NEWBURY

for pick-up in-person at the Town Clerk's Office, located at 381 Main Street, West Newbury, Massachusetts 01985. To schedule a pick-up day and time, email (at the above referenced e-mail) or call 978-363-1100 x.139

4.2 Mandatory Pre-Submission Site Walk

All interested Bidders who wish to be considered MUST be represented at a mandatory pre-submission site walk prior to the RFP submission. This **Mandatory Pre-Submission Site Walk** will be held at **11:00 A.M on Wednesday January 10th, 2024** on site starting at the Town Offices Building, or 1910 Building, at 381 Main Street, West Newbury, Massachusetts 01985 followed by the Public Safety Complex located at 401 Main Street and ending at the GAR Memorial Library located at 490 Main Street. The site walk should take no longer than two hours. Failure of a representative from the Bidder's firm to attend this site walk will forfeit RFP submission eligibility.

Prospective Bidders intending to participate in the site visits are asked to notify the Chief Procurement Officer, in advance via email, at Procurement@WNewbury.org and to provide their contact information in the event that the site visit needs to be rescheduled.

4.3 Oral Presentation

An oral presentation by the Bidders in final contention for award of a Contract may be required as a regular part of the bid process. The purpose of the oral presentation would be twofold: first, to allow the bidder to demonstrate capabilities of the firm and to clarify the bidder's responses to the RFP; second, to allow the Town Staff to meet the bidder's key personnel who would be assigned to the project. Attendance at such a presentation, which shall be scheduled at the Town's and Bidder's mutual convenience, shall be at the bidder's expense.

4.4 Questions

Questions pertaining to the RFP submission process must be submitted via e-mail only. All inquiries shall be sent to Procurement@WNewbury.org and shall be received no later than **Wednesday January 31st, 2024 at 4:00 P.M.** Questions and responses received will be forwarded to all Bidders who received the RFP.

4.5 RFP Due Date and Required Copies

Five (5) RFP hardcopy packets and one (1) flash drive with the electronic files no later than **10:00 A.M on Wednesday, February 14th, 2024.** The submitted packets shall be clearly marked, "**VoIP Phone System RFP**" and delivered in a sealed envelope during regular business hours to:

**West Newbury Town Clerk's Office
381 Main Street
West Newbury, MA 01985**

If for any unforeseen circumstances the Town Offices are closed on the submission date and time, the receipt of submission will be postponed to the next normal business day at the time posted in the RFP.

4.6 RFP Submittal Modifications

A Bidder may correct or modify a submission by written notice received by the Town prior to the receipt deadline. Modifications must be submitted in a sealed envelope clearly labeled “**VoIP Phone System RFP – Modifications.**” The Bidder’s name and address shall also be written on the envelope delivered to:

**West Newbury Town Clerk’s Office
381 Main Street
West Newbury, MA 01985**

After the receipt deadline, a Bidder may not change any provision of the submission. Minor informalities may be waived and/or the Bidder may be allowed to correct them. If there is a mistake and the intent is clearly evident on the face of the document, the mistake will be corrected to reflect the intended correct submission, and the Bidder will be notified in writing by the Town; the Bidder may not withdraw the submission. A Bidder may withdraw a submission if a mistake is clearly evident on the face of the document, but the intended correct submission is not similarly evident.

Submission may be withdrawn prior to the time of receipt of submissions (due date), only on a written request by e-mail to the Town. This e-mail shall be sent to Procurement@WNewbury.org. No Bidder shall withdraw a submission within a period of thirty (30) days after the date set for the receipt of submission.

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

5. Proposal Submission Requirements

5.1 Contents of Proposals

To be considered for selection under this RFP, all prospective vendors shall include and submit the following information with their proposal:

- A. Bidder/Company Introduction: Give a brief background of the company, including history, size and staffing structure.
- B. Subcontractor Introduction: List and detail any subcontractors that may be utilized for this work, if any, including firm name, discipline, and name of employee(s).
- C. Bidder/Company References: List previous experience similar to this VoIP phone system project. Give project title, address, scope, contract value and completion date. Supply contact reference information, including name, title, phone number and e-mail address. At least three references shall be furnished.
- D. Describe Overall Approach: How will the Bidder/Company approach the project in an outlined manner that will address the specifics stated in the Scope of Work?
- E. Schedule: Supply draft schedule of the project in chart or list form.
- F. Insurance: Demonstrate ability to provide professional liability insurance of \$1,000,000.

5.2 Proposal Forms

Proposal shall consist of five (5) hard copies and one (1) PDF on USB drive of the following:

- A. Company information
- B. Signed Proposal Form
- C. Proposed price with breakdown of the following:
 - a. Cost of system hardware
 - b. Lease VS. Buyout Cost Sheet
 - c. Software (indicating annual licensing fees, if any)
 - d. Infrastructure/wiring
 - e. Headsets and consoles (indicate cost per unit)
 - f. Labor
 - g. Third party charges and other fees
- D. Proposed schedule for implementation
- E. Inventory of proposed equipment, with cost including cut sheets, if available
- F. Names and contact information of three (3) entities for which the Contractor has successfully supplied similar equipment to an operation of comparable size, to illustrate the ability to perform the scope of work described herein.

5.3 Financial Information

Please provide the following financial data:

- A. The response to this RFP **MUST INCLUDE** an itemized schedule of all equipment and software for the proposed system. The **BUY OUT** pricing quote must include:
 - a. Complete installation of all system components and software
 - b. Complete programming of all system components and software
 - c. Complete testing of all system components and software prior to system cutover, including Quality of Service, or QoS, testing
 - d. On-site station reviews and determination of user requirements
 - e. Full system configuration documentation provided to the Town to include all user features and function and complete call flow information by station
 - f. Add/delete cost schedule for all system components and software
 - i. Include both pre-cut and post-cut prices
 - ii. Indicate how long the post-cut prices will remain in effect
 - iii. Pre-cut component pricing must remain in effect through system acceptance
 - g. Maintenance cost for the system, as configured, after the warranty period
 - i. Clearly specify the warranty period for all hardware and software components
 - ii. Software update costs
 - iii. Software upgrade costs

- iv. One-time charges and monthly recurring charges based on 3-year agreement, 5-year agreement and 7-year agreement
 - v. Monthly service charges, subscription charges, licensing cost, etc.
 - vi. Tech support for system maintenance/upgrades
- B. The **LEASE-OPTION** pricing quote must include:
- a. Complete installation of all system components and software
 - b. Complete programming of all system components and software
 - c. Complete testing of all system components and software prior to system cutover, including QOS testing
 - d. On-site station reviews and determination of user requirements
 - e. Full system configuration documentation provided to the Town to include all user features and function and complete call flow information by station
 - f. One-time charges and monthly recurring charges based on a 3-year agreement, 5-year agreement and 7-year agreement
 - i. Monthly service charges, subscription charges, licensing cost, etc.
 - g. Maintenance Pricing
 - i. Software Update Costs
 - ii. Software Upgrade Costs
 - iii. Tech Support for System Maintenance/Upgrades

5.4 Wage Rates

This is a prevailing wage contract. The Contractor hereby agrees to adhere to all prevailing wage rate laws, reporting requirements and schedules as determined by the Commission of the Commonwealth of Massachusetts Department of Labor and Workforce Development, Division of Occupational Safety and the United States Department of Labor. The Proposer must pay prevailing wage rate, when applicable, as determined by the Division of Occupational Safety. The DOS website is located at www.mas.gov/dos.

The Contractor must adhere to all reporting requirements related to the payment of prevailing wage.

6. Proposal Evaluation Criteria

6.1 Evaluation of Responses

Bidders must submit responses that meet all the submission requirements of the RFP as defined herein. Only responsive proposals that meet the submission requirements will be evaluated, scored and ranked by the Advisory Group according to the evaluation criteria. Additional information may be requested from the Bidder by the Town of West Newbury for evaluation purposes.

Any submission which fails to meet the submission requirements of the RFP will be found non-responsive without further evaluation unless the Town of West Newbury Advisory Group, at its discretion, determines that the non-compliance is insubstantial and can be corrected. In these cases, the Advisory Group may allow the Bidder to make minor corrections to the submission.

TOWN OF WEST NEWBURY

The evaluation criteria will consider the following:

1. Mandatory Requirements	No Points Awarded. Compliance Required.
2. All Required Forms Provided	No Points Awarded. Compliance Required.
3. Required Specifications	0-20 Points Awarded as per Evaluation Criteria.
4. Bidders' References	0-15 Points Awarded as per Evaluation Criteria.
5. Bidders' Proposed Costs	0-20 Points Awarded as per Evaluation Criteria.
6. Finalists' Presentation – Innovative Approach	0-20 Points Awarded as per Evaluation Criteria.

7. Award of Contract

7.1 Selection Procedures

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

Once these final interviews commence, the Advisory Group will collaborate with the CPO and rank the finalists as first choice, second choice, and third choice, if applicable. The CPO, as authorized by the Town of West Newbury's Select Board, will select the most responsive and responsible proposal, with the highest ranking and within the project fee limit of \$65,000. **In no event shall this fee be higher than the not-to-exceed amount of \$65,000.**

7.2 Award of Contract

Once the evaluation has been completed, the CPO will review the calculations and the Bidders will be ranked as first choice, second choice and third choice. The CPO will then contact the first choice Bidder and commence the negotiation of a contract. The Contract will be awarded to the Bidder with the lowest overall cost that has met all mandatory performance and specification requirements per the evaluation process.

The fee will be a fixed project fee. **Fee structure value shall not exceed \$65,000.** The Town and the Contractor shall also agree upon a payment schedule based on a task completion percentage matrix. If an overall project fee is not agreed upon by the CPO and the Contractor, the Town will notify the Contractor about the failure of agreement and immediately commence negotiation with the second choice Contractor and so on until a final Contractor is chosen by the Town.

7.3 Rules of Contract Award

A contract will be awarded per M.G.L. c. 30B Procurement of Supplies and Services and award to one Contractor who offers the **most advantageous proposal from a responsible and responsive proposer taking into consideration price and non-price proposals.**

7.4 Change Orders and Adjustments

- A. No deviation shall be made to the Scope of Work unless authorized by a written change order from the Awarding Authority, which change order shall include an equitable adjustment of the contract price agreed to between the Awarding Authority and the Contractor, if any. Under no circumstances may a change order be authorized orally.
- B. Change orders may be authorized on behalf of the Awarding Authority by the Chief Procurement Officer of the Town of West Newbury.

7.5 Payment Procedures and Contract Value

Payment to the Contractor shall be due and payable upon completion of the project as described in the Scope of Work to the complete satisfaction of the Town of West Newbury.

The contract value of this contract shall not exceed \$65,000 unless a change order has been approved by the Town prior to the additional work being completed.

7.6 Applicable Provisions of the Law

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

7.7 Independent Contractor

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the Town for any purpose.

7.8 Indemnification

The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Contractor's breach of this Agreement or the negligence or misconduct of the Contractor, or the Contractor's agents or employees.

7.9 Insurance

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

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
OR Combined Single Limit	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws, per state statutory requirements.

B. All policies shall identify the Town of West Newbury as an additional insured (except Workers' Compensation) and shall provide the Town shall receive written notification at least thirty (30) days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided by the Town upon the execution of an Agreement to complete the Work. Each such certificate shall specifically refer to the Agreement and shall state that such insurance is as required.

7.10 Termination

A. Termination for Cause: If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing, by mail or e-mail, stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice, by mail or e-mail, thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, the Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination,

TOWN OF WEST NEWBURY

the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice, by mail or e-mail, specifying therein the termination date which shall not be sooner than ten (10) days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

Attachment A – Bidder Identification Form

The Bidder must complete the following form and include it with its response.

Date:

--

Bidder Name:

--

Contact Name:

--

Title:

--

Business Address:

--

City, State, Zip Code:

--

Telephone Number:

--

E-Mail Address:

--

ATTACHMENT B: Cover Sheet for Pricing Proposal

Sign and Submit with Price Proposal

In submitting and signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; and that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that the Town of West Newbury is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for Professional Services.

Bidder Name (Please Print)

Title

Signature

Date

Attachment C – Bidder Business Reference Form *(Three Required)*

Bidder Company Name: _____

REFERENCE #1	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone #	
Contact E-Mail	
Installation Date	
Brief Description of Telecommunications System Solution Installation	

REFERENCE #2	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone #	
Contact E-Mail	
Installation Date	
Brief Description of Telecommunications System Solution Installation	

REFERENCE #3	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone #	
Contact E-Mail	
Installation Date	
Brief Description of Telecommunications System Solution Installation	

TOWN OF WEST NEWBURY

Attachment D: Complete List of Inventory & Needs

Public Safety Building 401 Main Street

Office	Current	Needs	Change
Police			
Chief	1	1	0
Admin	1	1	0
Sgt	1	1	0
Sgt	1	1	0
Sgt	1	1	0
Booking	1	1	0
Sallyport	1	1	0
Kitchen	1	1	0
Office	1	1	0
Sgt	1	1	0
Workstation	1	1	0
Workstation	1	1	0
Workstation	1	1	0
Workstation	1	1	0
911/CID	1	1	0
Interview	1	1	0
Total Police	16	16	0
Disapctch			
Workstation	1	1	0
Workstation	1	1	0
Workstation	1	1	0
Total Dispatch	3	3	0
Fire			
Training Room	1	1	0
Fire Bay	1	1	0
Fire Bay	1	1	0
Radio Room	1	1	0
Radio Room	1	1	0
Shop	1	1	0
Kitchen	1	1	0
Office	1	1	0
Office	1	1	0
Office	1	1	0
Office	1	1	0
Total Fire	11	11	0
Emergency Management			
Office	1	1	0
Office	1	1	0
Office	1	1	0
Workstation	1	1	0
Workstation	1	1	0
Workstation	1	1	0
Workstation	1	1	0
Workstation	1	1	0
Workstation	1	1	0
Radio Room	1	1	0
Radio Room	1	1	0
Total Emergency Mgt.	11	11	0
Total Public Safety	41	41	0

Hardlines	Current	Needs	Change
978-363-1212	1	1	0
978-363-1213	1	1	0
978-363-1115	1	1	0
978-363-1118	1	1	0
978-363-1114	1	1	0
978-363-1111	1	1	0
978-363-1112	1	1	0
978-363-1120	1	1	0
978-363-1601	1	1	0
978-363-1103	1	1	0
978-363-1246	1	1	0
978-363-2388	1	1	0
978-363-2409	1	1	0
Town Office			
Accountant Office	2	2	0
Town Treasurer	2	2	0
Town Manager/Clerk	4	4	0
Assessor	2	2	0
Water	2	3	1
Planning	2	2	0
DPW director	1	1	0
Conservation	1	2	1
BoH Admin	1	1	0
BoH Director	1	2	1
Inspection	4	4	0
DPW Projects	1	1	0
DPW Admin	1	1	0
DPW back office	1	1	0
CoA	2	3	1
Lobby	0	1	1
Achives	0	1	1
1st Floor Hearing Room	0	1	1
2nd Floor Hearing Room	1	1	0
Food Pantry	0	1	1
Annex	0	1	1
Total Town Office	28	37	9
Library			
Reference Desk	1	2	1
Director Office	1	1	0
Total Library	2	3	1
Hardlines			
Security System	1	1	0
Emergency	1	1	0
Elevator	1	1	0
Fax 1st floor	1	1	0
Fax 2nd floor	1	1	0
Total Hardlines	5	5	0
Total	35	45	10

Attachment E – System Summary Form

Bidder Company Name:

The Bidder must complete the following form and include it with its response.

System/Call Processor	Standard	Optional	N/A
Cloud-Based VoIP Phone System			
Scalable to over 150 telephones			
Two factor authentication to allow for remote changes			
Redundant/distributed call control/processing			
Redundant/distributed auto-attendant/voicemail			
Redundant power supplies			
Redundant network 10/100/1000 Mbps uplink ports			
SIP compatible			
Survivable dial tone for all remote IP locations			
ANI/ALI Enhanced 911 (E 911) capability to department/room level			
Caller ID Display (external and internal)			
Music or pre-recorded message on hold			
Configurable call routing time of day			
Ability to integrate analog equipment such as fax machines, etc.			
Direct Inward Dialing (DID)			
Ability to block Caller ID			
Assign single Caller ID to all outgoing calls			
Advanced audio and/or video conferencing (Desirable)			
Call recording (state number of hour) ()			
Ability to distinguish between internal/external calls			
Support for Open Application Programming Interfaces (APIs) standards			
Support for video collaboration and H.264 standards			
Support for Session Initiation Protocol (SIP) standards			
Support for Telephony Application Programming Interface (TAPI) standards			
Integration with Android, iPhone (Apple IOS) mobile devices			
Integration with Wi-Fi, 4G/5G, Cellular			
Integration with enterprise WLAN infrastructures			
Find Me/Follow Me			
Detailed call logging and reporting (CDR)			
View corporate directory			
Identify CID, if using personal phone client			

TOWN OF WEST NEWBURY

Automatic handover between Wi-Fi/Cellular			
Integration with Microsoft Windows Active Directory (AD) for user authentication			
Telephone Features	Standard	Optional	N/A
Password protected login/logout			
Speed dials			
Hold			
Transfer (prompted and direct)			
Direct voice mail transfer			
Pickup extension from group			
Park			
Last number redial			
Audio conference, minimum of 3 (Desired)			
10/100/1000 pass through port			
Attendant IP Consoles			
Multiple line appearance on business phones – minimum of 3			
Message waiting indicator			
Full duplex speakerphone			
Voice Messaging System	Standard	Optional	N/A
Multi-level auto-attendants (minimum five levels)			
Support for auto-attendants to be administered by different users without giving administrative control (Desirable)			
Unified messaging integration with MS Outlook/MS Exchange/MS Office 365			
Greeting only voice mailboxes			
Support multiples voicemail messages			
End User Application	Standard	Optional	N/A
Web based end user application (Desirable)			
Displays presence of other users			
Directory look up			
Ability to call, answer, hold or conference			

Attachment F: Proposal Evaluation Score Sheet

To be completed internally by the Town of West Newbury

Criteria Categories	Points Possible	Points Awarded
Required Specifications <i>Required specifications as noted in Section 2 of this RFP. Other specifications/desirables noted in Attachment E: System Summary Form</i>	20	
References <i>Minimum of Three Reference Forms Completed</i>	15	
Price Proposal <i>In no event shall this fee be higher than the not-to-exceed amount of \$65,000.</i>	20	
Finalists' Presentation – Innovative Approach <i>Innovative approaches to provide services that provide additional efficiencies and/or increased performance capabilities</i>	20	
Total Points	75	

*IP Telephony and Voicemail System
Town of West Newbury
Addenda*

RFP# 2024-WN-003

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

ADDENDUM #1

1.) Estimated Handsets: Could you provide an estimate of the number of handsets required for the three listed facilities?

Town Offices: 37 handsets

Public Safety Building: 40 handsets (original table stated 41, only 40 are needed)

GAR Library: 6 handsets (original table stated 3, but 6 are needed)

2.) Phone Lines: Understanding how your current phone lines are provisioned (SIP, PRI, POTS, etc.) would significantly aid us in tailoring the VoIP system. If feasible, a copy of your phone bill or pertinent details regarding your existing phone line setup would be immensely helpful.

The current phone lines are PRI lines. The Town has regular Verizon phone lines coming into an old PBX system going out over regular copper phone lines.

3.) Extension Dialing and Network Integration: Does your existing infrastructure allow for extension dialing between buildings? Additionally, are the buildings currently networked together, and if so, what networking infrastructure is in place (Fiber, VPN, SD-WAN)?

The 1910 Building, Public Safety Building and the GAR Library are all independent systems, networks, wiring and are not connected. There is no extension dialing between buildings. Cloud system architecture would be best to connect all systems together as there are not physical lines between buildings.

4.) Service Addresses of Facilities

1910 Building (Town Offices Building)

381 Main Street

West Newbury, MA 01985

Public Safety Complex

401 Main Street

West Newbury, MA 01985

GAR Memorial Library

490 Main Street

West Newbury, MA 01985



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

Maxwell JL Close
Assistant Town Clerk

TO: Select Board
FROM: Assistant Town Clerk
CC: Town Clerk & Town Manager
DATE: December 18, 2023
RE: Livery Letter Issuance Policy

There is presently no defined policy in West Newbury governing the issuance of livery licenses and activities related thereto. A West Newbury resident has requested a letter from the Town (as provided by the Massachusetts Port Authority) stating that there are no regulations imposed by West Newbury on livery operators in Town. This resident wishes to operate a livery service out of West Newbury doing runs to Logan Airport and other Massport properties.

Attached, for your reference, is an example of regulations governing applications for a local livery license, followed by a suggested set of regulations specific to West Newbury based on those guidelines. If the board is amenable to this process, we would include this in a future meeting for adoption as a Select Board policy.

Livery Vehicles – Operation & Licensing Process

1. Obtain LIVERY vehicle plates from RMV via RMV (Requirements outlined in 540 CMR)
 2. Apply for & obtain a business certificate from local issuer
 - i. The filing fee is \$65. If you aren't a Massachusetts resident but you want to conduct business in the state, you need to pay an additional \$35.
 - ii. You need to give us the name and address of your business, along with the names and addresses of any people who have an interest in your business. You **CANNOT** use a post office box for a business address.
 - iii. Complete and print out a business certificate form. Check the box that says "new filing." The business owner's signature needs to be notarized.
 - iv. If you want to open a livery business, you also need to give us copies of this information:
 - registrations for all cars used in the business
 - insurance binders
 - two utility bills
 - Massachusetts licenses for all drivers
 - the lease where the business is operating, and
 - livery plates issued by the Registry of Motor Vehicles.
- NOTE: The City can fine you up to \$300 for each month that your business isn't registered.
The business certificate needs to be renewed every four years from the date the business was registered with the City Clerk.
3. To operate a livery business at Logan International Airport, Additional Process Req'd:
 - i. Massport Ground Transportation Provider Application
 - ii. EZ Pass Account info
 - iii. Vehicle List sheet
 - iv. Corporation documents
 - v. Letter from City or Town where company is located
 - vi. Insurance certificate listing Massport as an additional insured. Must have a combined single limit of \$1 Million (or \$5 Million for motorcoaches)
 - vii. \$100 application fee

Livery Vehicles – Operation & Licensing Process (PROPOSED FOR WEST NEWBURY)

1. Obtain LIVERY vehicle plates from RMV via RMV (Requirements outlined in 540 CMR)
2. Apply for & obtain a business certificate from Town Clerk's Office
 - To get a certificate you need to give us the name and address of your business, along with the names and addresses of any people who have an interest in your business. You **CANNOT** use a post office box for a business address.
 - If you want to open a livery business, you also need to give us copies of this information:
 - Up-to-date registrations for all cars used in the business
 - Proof of insurance for all cars used in the business
 - Massachusetts licenses for all drivers
 - Livery plates issued by the Registry of Motor Vehicles for each of the cars used in the business
 - Letter from the West Newbury Police Department of completed background check carried out by the Department
 - The certificate's filing fee is \$40 and said certificate expires every four (4) years. It must include the names of all business owners, and be signed in the presence of a notary.
3. Approval by the Select Board directing the Town Clerk's Office to issue the letter to Massachusetts Port Authority required in the Application for Commercial Ground Transportation Service.

ATTACHMENT B

SAMPLE CITY/TOWN LETTER

****Official City/Town Letterhead****

Date: _

*Massachusetts Port Authority
One Harborside Drive I Suite 200S
Logan International Airport
East Boston, MA 02128-2909
Attention: Ground Transportation*

Dear Sir/Madam:

*The City/Town _____ does not have ~~private~~ limousine/livery
requirements and has no objection to _____ Name _____ operating within
and through its boundaries.*

Sincerely,

*_____
{Signature of duly authorized official}*

Executive Assistant

From: Wendy Reed
Sent: Tuesday, December 5, 2023 8:55 PM
Cc: Town Manager; Conservation; Town Planner; Building Inspector; Highway
Subject: Public Use Trails in West Newbury
Attachments: Public Use Trails Review Checklist.docx

Hello,

We are seeking your input on the roll out of a public use trails review process in West Newbury. Town voters have demonstrated their desire for public use trails over and over again at Town meeting, authorizing close to \$7.2 million on acquiring and preserving open space land to date. Detailed consideration of the location, installation and maintenance of these trails, as well as parking and access, has often not been part of the upfront planning, though. As a result, several land purchases or conservation restrictions that the Town has approved funding for have not been completed as proposed to date. In order to avoid this with recent and future purchases, the Town Manager and Select Board Chair have worked with our Conservation/Land Agent to develop a trail review checklist process. Input from the Open Space Committee – the Town’s primary trail proponent – was requested and has been incorporated in this document. The most current version of the checklist is attached to this email for your review and comment. Please email comments to conservation@wnewbury.org before December 13, 2023.

We also invite you to join us on Wednesday, December 13 from 7:00 to 8:00 p.m. in the second-floor hearing room at the Town Office Building to discuss the checklist and proposed process. In order to keep the meeting size manageable, we are inviting one representative of each stake holder in this process. Stakeholders include possible proponents of public use trails in West Newbury, as well as Town Departments, Boards, Committees or Commissions that could have a role in reviewing proposed trails. These include the following groups and representatives

Organization	Representative
Essex County Greenbelt Association	Dave Rimmer
Essex County Trail Association	Carol Lloyd
Town Building Inspector	Sam Joslin
Town Conservation Commission	Chair – Molly Hawkins
Town Conservation/Land Agent	Michelle Green
Town DPW Highway Superintendent	Butch Hill
Town Mill Pond Committee	Chair – Matt Shwom
Town Open Space Committee	Chair – Graham Bacheller
Town Parks and Recreation Commission	Chair – Alex Niles
Town Planner	Sue Brown
Town Planning Board	Chair – Brian Murphey
Town Select Board	Chair – Wendy Reed
West Newbury Riding and Driving Club	Deb Hamilton
Drake’s Landing HOA President	Karen Iorio
Cottages at River Hill HOA President	Karen Neve
Ocean Meadow HOA President	Stephen DePetro

If you are not able to make it, please feel free to email comments and/or designate someone from your group to attend. We would prefer to not have one person representing more than one group so that we can have as many diverse perspectives as possible.

We look forward to receiving your input. Please let me know if you have any questions about this meeting.

Sincerely,

Wendy Reed
WN Select Board Chair



Cottages at River Hill, Drakes Landing, and Ocean Meadows Trails

Date	2007 - 2022
Primary Proponent	Private Developers
Funding Source	Private Developers
Owner of Property	HOAs
Holder of CR (if any)	Conservation Commission
Status	Permitted and constructed
Challenges:	<ul style="list-style-type: none">• Lack of oversight on trail construction• Funding and management of trail maintenance• Trails lead to dead ends, disputed locations or unmaintained/unpermitted trails



Deer Run Trails

Date	2023
Primary Proponent	Private Developer
Funding Source	Developer
Owner of Property	HOA
Holder of Easement	ECTA
Status	Permitted
Challenges:	<ul style="list-style-type: none">• OSC comments not addressed• Town not named as co-grantee• Funding/management of trail maintenance• Limitations on Easement access/use• Connection to larger trail network is through wetlands and property owned by others



Whetstone Greenway

Date	2016
Primary Proponent	<ul style="list-style-type: none">• Initially - Private Developer• Currently - None
Funding Source	Private/CPA
Owner of Property	Town/HOA
Holder of Easements	<ul style="list-style-type: none">• Water Department on Town property• Conservation Commission on HOA property
Status	Not permitted or constructed
Challenges:	<ul style="list-style-type: none">• Proposal lacked Town Department input<ul style="list-style-type: none">○ ADA compliance○ Water supply line runs under easement• Site plan review approval obtained before trail fully designed, permitted, constructed• Inadequate funding to construct



River Road Reservation Area (Hufnagel)

Date	April 2019
Primary Proponent	Greenbelt
Funding Source	Greenbelt, CPA
Owner of Property	Greenbelt
Holder of CR	Conservation Commission
Status	<ul style="list-style-type: none">• Trails constructed• Waterfront access not permitted or constructed
Challenges (for water access):	<ul style="list-style-type: none">• Wetlands permitting requirements• MESA permitting requirements• Parking• Low priority for Greenbelt, Town proponent/preferences not identified



Coffin/Cortland Street Conservation Area

Date	April 2021
Primary Proponent	Greenbelt
Funding Source	Greenbelt, CPA
Owner of Property	Greenbelt (Town owns parking area off Cortland Lane)
Holder of CRs	Conservation Commission
Status	Not permitted or constructed
Challenges:	<ul style="list-style-type: none">• Abutter encroachment on designated parking area• Wetlands permitting and access for connecting trail• Ensuring land owner access for approved forest management plan on abutting property



Sawmill Brook Conservation Area

Date	October 2023
Primary Proponent	N/A - several Town entities and partners
Funding Source	Greenbelt, CPA and Mass Land Grant
Owner of Property	Town
Holder of CR	Greenbelt
Status	Property closing Dec 15, 2023
Challenges:	<ul style="list-style-type: none">• Identify entities responsible for trail permitting, construction, and maintenance• Source of funding for trail design, permitting, and construction• No funding for LAND Grant required parking improvements and signage on Poorhouse Lane



TO BE FILLED OUT BY TRAIL PROPONENT:

INSTRUCTIONS

- This trail checklist is to be completed by a trail proponent for any trail proposed in the Town of West Newbury which will be upon to the general public.
- This checklist is **not** required for creation of trails on private property which will not be posted as open to the general public.
- Please note that there are questions in this checklist about the creation of trail easements for public trails over private land. Not all trails will require a trail easement. If you are unsure if a trail easement applies to your proposed trail, please reach out to Michelle Greene, Land Agent, prior to completing this checklist.

1. Trail proponent information:

- Name of individual or organization and representative
- Phone number
- Email address
- Mailing address

2. Where is the location of the proposed trail?

- Include a map (which could be a hand-drawn, mark-up of a base map) illustrating, with as much specificity as now available, the location of the proposed trail.
- If the trail will connect to other existing trails, please ensure that these trails and the connections to the proposed trail are shown on your map or plans.
- If the trail will have parking, please be sure it is shown on your map or plans.
- If surveyed plans are not being submitted, the trail illustration should be shown on maps created using MiMap, the Town's GIS mapping system with the contours layer turned on. A Town staff person can be available to assist if needed. Please see links below to access MiMap and MiMap tutorials.

3. Who owns the land that the proposed trail or trail easement is location on?

- Please submit a copy of the deed to the current landowner along with this checklist. If you need assistance retrieving this deed, please contact the Assessing Department.
- If you have discussed this trail with the landowner, are they supportive of the trail proposal?

4. If the trail will be located on a trail easement over private property, who will the grantee(s) of the trail easement be?

- If the town of West Newbury will be a grantee of the trail easement, a title search for the property(ies) where the trail easement will be located is required to be submitted. Please do not delay the completion and submission of this checklist pending a title search but please ensure one is sent as soon as it is available.



Public Access Trails Town Review Checklist

5. What is the approximate length of the proposed trail?
 - Please use linear feet if under 2,000 linear feet or miles if over 2,000 linear feet
 - This can be estimated using the measure tool on the town's MiMap.

6. Is the land where the trail is proposed subject to a Conservation Restriction, Agricultural Preservation Restriction, approved Forestry Management Plan, or any other restriction(s)?
 - If you need assistance determining this, please contact the Conservation Agent or the Assessing Department.

7. Does the location of the proposed trail and/or trail easement pass over any other existing easement(s)?
 - If you need assistance determining this, please contact the Assessing Department.

8. Will the proposed trail be accessible from a public way or from another trail for which the public has access to?

9. What is the objective of the proposed trail? Consider and address the following to the extent known:
 - Does the trail have a destination or is the trail a loop trail
 - If the trail is not a loop trail, what is the destination of the trail?
 - Does the trail connect to any existing or proposed trails or link any existing or proposed existing trail networks? If yes, please provide details and please ensure that these connecting trails are shown on the map or plans submitted with this checklist
 - Is the trail proposed or anticipated to have any designated stopping points? i.e., benches, overlooks, natural habitat and/or wildlife viewing and signage.
 - Will trail usage be limited in any way? If so, please specify i.e., please explain if the proposed trail will be open or closed to certain trail users such as off-road vehicle users, equestrians, mountain bikers, etc.
 - Who do you anticipate will be the primary trail user(s)? i.e., pedestrians, hikers, neighborhood users, mountain bikers, equestrians, off road vehicles, cross country skiers etc.

10. Is the location of the proposed trail recommended or anticipated in existing town trail plans, Conservation Restrictions, land acquisitions, the current Open Space and Recreation Plan, or other town plans or documents?

11. At this time are you planning to install kiosks or signage at the proposed trail head(s)? Please note that there is often no requirement that trails have kiosks or signage but if you are planning to install kiosks or signage, please provide the details as currently known.

12. Would parking be constructed as part of the proposed trail?
 - If yes, please provide a plan showing anticipated parking location and general scale.
 - If no, please explain whether there is existing publicly-accessible parking sufficient to support the proposed trail or whether no dedicated parking is expected to be needed.



Public Access Trails Town Review Checklist

13. Is the proposed trail, or portions of the proposed trail, within 200 feet of a perennial stream or river, within 100 feet of a wetland resource area, and/or would the trail cross through or over any stream, river, or wetlands? (MassMapper, linked below, can be helpful to determine if wetland resource areas are present. Please contact the Conservation Agent if you need assistance.)
- Yes/No
 - If yes, the proponent should contact the West Newbury Conservation Commission early in the process for assistance in determining what permitting the trail would require under the Wetlands Protection Act and any local wetlands protection bylaw. **No trail work within a resource area or buffer zone may start until permitted by the Conservation Commission.** Please contact the Conservation Agent if you need assistance.
14. Is the proposed trail, or portions of the proposed trail, within state Natural Heritage and Endangered Species Program (NHESP) mapped Priority Habitat of Rare and Endangered Species? (MassMapper, linked below, shows NHESP mapped habitat. Please contact the Conservation Agent if you need assistance.)
- Yes/No
 - If yes, the proponent shall submit a Massachusetts Endangered Species Act (MESA) checklist to NHESP for review of the trail within priority habitat. Once a response letter is received from NHESP, the proponent shall provide a copy to the Conservation Commission. **No trail work within designated or estimated habitat may start until permitted by NHESP.** Please contact the Conservation Agent if you need assistance.
15. What costs are associated with the proposed trail and how would these costs be funded?
- Consider costs of design, permitting, and construction.
 - Please note that having funding in hand at the time of checklist submittal is not required.
16. Who is responsible for constructing the proposed trail?



HELPFUL RESOURCES FOR TRAIL PROPONENTS:

- West Newbury MiMap – Can be used to draw approximate trail locations, measure approximate trail lengths, show property boundaries, etc.
 - <https://mimap.mvpc.org/map/index.html?viewer=westnewbury>
- Tutorial for using some of the MiMap Features
 - XXXXXXX
- MassMapper for West Newbury – Can be used to determine extent of mapped NHESP priority habitat, vernal pool locations, and approximate locations of wetlands. Please note this map provides general information only and may not show the full extent of wetlands.
 - https://maps.massgis.digital.mass.gov/MassMapper/MassMapper.html?bl=MassGIS%20Basemap_100&l=massgis:GISDATA.CONTOURS_1FT_2021_ARC_GISDATA.CONTOURS_1FT_2021_ARC::Default_ON_100,massgis:GISDATA.CVP_PT_GISDATA.CVP_PT::Default_ON_100,massgis:GISDATA.PRIHAB_POLY_GISDATA.PRIHAB_POLY::Default_ON_100,Basemaps_L3Parcels_ON_100&b=-71.02056884818013,42.767908836108674,-70.92169189505513,42.8144551273736
- Conservation Agent / Land Agent Contact Information
 - Michelle Greene, 978-891-0238, conservation@wnewbury.org
- Assessing Department Contact Information
 - Maureen Curtin, Assistant Assessor, (978) 363-1100, ext., asst.assessor@wnewbury.org
- ADA Compliance Officer / Building Inspector Contact Information
 - Sam Joslin, 978-618-4430, building.inspector@wnewbury.org



TO BE COMPLETED BY LAND AGENT AND REVIEWING BCCS/DEPTS AS APPLICABLE

INSTRUCTIONS

- Reviewing BCCS/Depts will have 30 days beginning upon receipt of the checklist from the Land Agent to return any comments they have back to the land agent.
 - The land agent will compile all comments received on the checklist and provide these back to the trail proponent and those having a legal interest in the property including the property owner(s), conservation restriction grantee(s) and any easement holders.
1. Are there any potential short- and long-term management issues associated with this trail?
 - a. Design, construction and maintenance issues
 - b. Management issues (abutter concerns, user conflicts, safety, resource impacts)
 2. Would this trail need to meet accessibility standards?
 - a. Yes/No
 - b. If yes, why?
 3. Is the proposed trail in substantial alignment with the West Newbury Trails Guidelines and Best Practices Manual?
 4. Are there Historical, Cultural or Archeological resources present in proposed trail location?
 - a. Yes/No/Unknown
 - b. If yes, are there potential impacts to these resources from the proposed trail?
 5. Are there Rare, Endangered and Threatened species or natural community resources from BioMap present in proposed trail location?
 - a. Yes/No/Unknown
 - b. If yes, are there potential impacts to these resources from the proposed trail?
 6. Are there any other potential impacts or conflicts presented by the proposed trail?

Town Manager

From: [REDACTED]
Sent: Thursday, December 14, 2023 1:00 PM
To: Town Manager; Conservation; Wendy Reed
Subject: Thank you!

That was a really productive meeting yesterday. Well organized and well run. Thank you for including me! One thought I had since the meeting was that I find it really helpful to have partners/advisors lined up in advance and ready to help with a trail project. For instance, when I have a new project I can call the contractor who I think will understand the project the best and invite him/her for a site walk and determine the scope of the work quickly. Usually details will still have to be worked out but as you move forward you will have a ball park of what is needed. Really helpful for planning. Just a thought.

Hope you enjoy the holidays!

Carol

Carol Lloyd
ECTA
[REDACTED]



andover
consultants
inc.

Dc

1 East River Place
Methuen, Massachusetts 01844
Tel. (978) 687-3828
Fax (978) 686-5100
www.andoverconsultants.com

November 30, 2023

Town of West Newbury
Planning Department
381 Main Street
Est Newbury, MA 01985

**Re: 125 River Road
Definitive Subdivision**

Members of the Board:

On behalf of the Applicant, Michael Fusco, please find enclosed the documents listed below for the proposed subdivision of land located at 125 & 171 River Road in West Newbury, Massachusetts.

- 1) Two (2) full sized and twelve (12) reduced sized copies of the Definitive Subdivision Plans, dated November 20, 2023
- 2) Filing fee check made out to the Town of West Newbury for \$3,500
- 3) One (1) completed copy of the Form C Application
- 4) One (1) copy of the Environmental Impact Statement (Schedule E)
- 5) One (1) copy of each property deed (125 River Road and 171 River Road)
- 6) One (1) copy of each Certified List of Abutters (125 River Road and 171 River Road) from Assessor's Office
- 7) One (1) copy of list of requested waivers

This Definitive Subdivision Application is being submitted to developed two lots for which single family dwellings could be constructed. The look forward to reviewing this application and project at the next available Planning Board Hearing.

If you have any questions concerning the attached, or require anything further, please feel free to contact me at your convenience.

Sincerely,

Andover Consultants Inc.

Dennis A. Griecci, P.E., LEED AP

Enclosure

Cc: Applicant

TOWN OF WEST NEWBURY
PLANNING BOARD
West Newbury, Massachusetts

FORM C
APPLICATION FOR APPROVAL OF A DEFINITIVE SUBDIVISION PLAN

Date of Filing

(Request the Town Clerk stamp two (2) Application forms and two (2) prints of the plan, keeping one set at the Town Clerk's office and filing one set with the Planning Board. See Sect. 3.3.2. for additional application procedures.)

To the Planning Board:

The undersigned, being an Applicant under M.G.L. Chapter 41, §81O, for approval of a proposed subdivision plan, hereby submits a Definitive Subdivision Plan and makes application for approval to the West Newbury Planning Board:

1. Name of Applicant(s): Michael Fusco

Address: _____

2. Name of Owner(s) (if other than Applicant(s)): see attached list of owners

Address: _____

3. Name of Subdivision: Eagle Nest

4. Location and Description of Property (include Assessor's Map & Lot and Zoning

District(s)): 125 River Road - Assessor ID R24-12

171 River Road - Assessor ID R24-10A

5. Deed Reference: Book 14031, Page 76 or Certificate of Title _____

Deed Reference: Book 34827, Page 450 or Certificate of Title _____

FORM C
Page 1 of 2

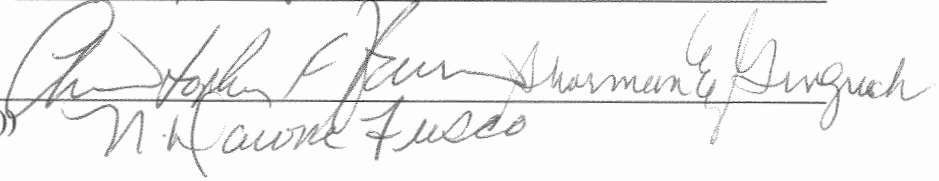
6. Name of Engineer/Surveyor: Andover Consultants, Inc.

Address: 1 East River Place Methuen, MA 01844

7. Easements & Restrictions of Record (Describe & Include Deed References: _____

8. Preliminary Plan Submitted: n/a; Plan Approved _____; Date: _____
Plan Disapproved _____; Date: _____

Signature of Applicant(s): 

Signature of Owner(s): 
(if other than Applicant(s))

Received: Town of West Newbury, Town Clerk (date stamp):

Signature of Town Official Receiving this Application

LIST OF OWNERS

OWNER PARCEL R24-12:

FUSCO FAMILY IRREVOCABLE TRUST
125 RIVER ROAD
WEST NEWBURY, MA 01985

OWNER PARCEL R24-10A:

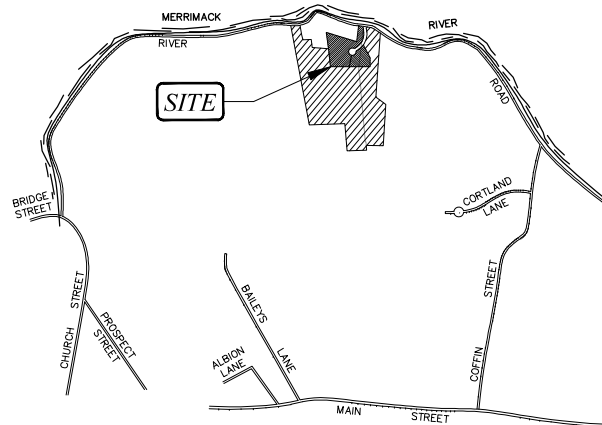
SHARMAN E. GINGRICH TRUST
SHARMAN E. GINGRICH &
CHRISTOPHER F. HARRIS TRUSTEES
171 RIVER ROAD
WEST NEWBURY, MA 01985

Waivers Sought:

- SECTION OF RULES AND REGULATIONS – WAIVER SOUGHT
- 3.3.1.5 – WAIVER TO ALLOW FOR THE ELEVATIONS TO BE NAVD 1988 DATUM.
 - 3.3.3.1.11 – WAIVER FROM REQUIREMENT TO LOCATE ALL TREES OVER TEN (10') INCHES IN DIAMETER, EFFORTS HAVE BEEN MADE TO LIMIT CLEARING TO EXTENT POSSIBLE.
 - 3.3.3.4.10 – WAIVER TO NOT REQUIRE TEST PIT LOCATIONS AS THE PROPOSED PROJECT IS FOR TWO (2) SINGLE FAMILY DWELLINGS.
 - 3.3.3.4.11 – WAIVER TO REQUIRE SIDEWALK, TRAILS, LIGHTING AND CURBING.
 - 3.3.3.4.12 – WAIVER FROM THE REQUIREMENT FOR DRAINAGE CALCULATIONS, AS THE PROJECT IS NOT SUBJECT TO THE STATES STORMWATER STANDARDS (SUBDIVISION WITH FOUR OR FEWER LOTS). ROOF AND DRIVEWAY RECHARGE SYSTEMS HAVE BEEN INCORPORATED INTO THE DESIGN.
 - 4.2.4.5 – WAIVER FROM REQUIREMENT OF 250' SIGHT DISTANCE. 250' IS PROVIDED LOOKING WEST, HOWEVER EXISTING ROAD GEOMETRY DOES NOT PERMIT A 250' SIGHT DISTANCE TO THE RIGHT.
 - 4.2.4.9 – WAIVER FROM THE REQUIREMENT THAT THE FRONTAGE ON THE EXISTING STREET OF PARCEL SHALL BE AT LEAST THE FRONTAGE REQUIRED OF THE ZONING DISTRICT. THE TWO PARCELS WHICH WILL COMPRISE THE PROPOSED SUBDIVISION DO HAVE THE REQUIRED FRONTAGE, HOWEVER PARCEL R24-12 DOES NOT HAVE THE REQUIRED FRONTAGE AT THE LOCATION OF PROPOSED RIGHT OF WAY.
 - 4.2.4.11 – A WAIVER IS REQUIRED TO ALLOW FOR THE RIGHT OF WAY TO BE LESS THAN 1/2 THE FRONTAGE REQUIRED FOR THE ZONING DISTRICT AWAY FROM THE ABUTTING LOT. THE CENTER LINE OF THE RIGHT OF WAY IS LOCATED 2.82' FROM THE ABUTTING LOT, HOWEVER THE DRIVEWAY WITHIN THE ROW IS LOCATED 91' FROM THE ABUTTING LOT. THE PROPOSED ROW AND DRIVEWAY LAYOUT HAVE BEEN DRIVEN BY THE LOCATION OF THE DWELLING AND BARN AT #171 RIVER ROAD.
 - 4.2.5.1 – WAIVER TO NOT REQUIRED CURBING FOR THIS PROPOSED SUBDIVISION.
 - 4.2.6.3 – WAIVER TO ALLOW FOR THE TRAVELED WAY WIDTH TO BE 18' AND TO NARROW DOWN TO 12' AT THE WETLAND CROSSING AS REQUIRED BY MASSDEP FOR A LIMITED PROJECT.
 - 4.2.8.2 – WAIVER TO ALLOW FOR DEAD END DRIVEWAY (STREET) TO NOT REQUIRE A CUL-DE-SAC WITH A HAMMER HEAD TURNAROUND PROVIDED INSTEAD.
 - 4.2.8.3 – WAIVER TO NOT REQUIRE LANDSCAPED ISLAND IN CENTER OF CUL-DE-SAC AS A CUL-DE-SAC IS NOT PROPOSED.
 - 4.3.1.1 – WAIVER TO NOT REQUIRE SIDEWALKS, PEDESTRIAN OR BICYCLE TRAILS.
 - 4.3.1.5 – WAIVER TO NOT REQUIRE FOOTPATH AND TRAILS WITHIN THE SUBDIVISION.
 - 4.3.1.6 – WAIVER TO NOT REQUIRE BICYCLE PATH/RECREATION PATH.
 - 4.4 – WAIVER FROM THE REQUIREMENTS TO PROVIDE STORMWATER MANAGEMENT REQUIREMENT SAND CALCULATIONS. PROPOSED PROJECT PROVIDES STORMWATER MITIGATION BY ROOF RECHARGE CHAMBERS AND DRIVEWAY RUNOFF GROUDED STONE TRENCHES.
 - 4.5 – WAIVER FROM THE REQUIREMENTS TO PROVIDE WATER MAINS, WATER WILL BE SUPPLIED BY PROPOSED WELLS.

Definitive Subdivision "Eagle Nest" River Road West Newbury, Massachusetts

**Issued for Permitting
Not Approved for Construction**



LOCUS PLAN SCALE: 1"=1,200'

Zoning Summary Chart

Zoning District:	Residential B
Zoning Regulation Requirements	Required
MINIMUM LOT AREA	40,000 S.F.
FRONTAGE	200 Feet
FRONT YARD SETBACK	40 Feet
SIDE YARD SETBACK	20 Feet
REAR YARD SETBACK	20 Feet
MINIMUM LOT WIDTH	180 Feet
MAXIMUM BUILDING HEIGHT	35 Feet

Drawing Sheet Index

Number	Drawing Title	Original Submittal Date
1 of 10	Cover Sheet	11/20/2023
2 of 10	Lotting Sheet 1 of 3	11/20/2023
3 of 10	Lotting Sheet 2 of 3	11/20/2023
4 of 10	Lotting Sheet 3 of 3	11/20/2023
5 of 10	Existing Conditions	11/20/2023
6 of 10	Layout & Materials	11/20/2023
7 of 10	Grading & Utilities	11/20/2023
8 of 10	Plan & Profiles	11/20/2023
9 of 10	Site Details 1	11/20/2023
10 of 10	Wetland Replication Detail	11/20/2023

LEGEND:

	EXISTING CONTOUR
	EDGE OF WETLANDS
	EXISTING EDGE OF WOODS
	EXISTING WATER
	EXISTING GAS
	EXISTING DRAIN
	EXISTING SEWER
	EXISTING EDGE OF PAVEMENT
	PROPOSED CONTOUR
	PROPOSED WATER
	PROPOSED HAY BALES
	PROPOSED EDGE OF WOODS

APPROVED BY THE TOWN OF WEST NEWBURY PLANNING BOARD

_____ DATE _____

FILED _____

HEARING _____

FOR REGISTRY USE ONLY

I, _____ CLERK OF THE TOWN OF WEST NEWBURY, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

_____ TOWN CLERK

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

_____ REG. PROF. ENGINEER

ASSESSORS/OWNERS OF RECORD:

PARCEL R24-12
FUSCO FAMILY IRREVOCABLE TRUST
ANTHONY J. FUSCO &
N. DAWNE FUSCO TRUSTEES
125 RIVER ROAD
WEST NEWBURY, MA 01985
BOOK 25609 PAGE 254
PLAN LC 33173-A

PARCEL R24-10A
SHARMAN E. GINGRICH TRUST
SHARMAN E. GINGRICH &
CHRISTOPHER F. HARRIS TRUSTEES
171 RIVER ROAD
WEST NEWBURY, MA 01985
BOOK 34827 PAGE 450
PLAN BOOK 173 PLAN 64

DEED REFERENCE:
ESRO BOOK 14031, PAGE 76
ESRO BOOK 34827, PAGE 450

Revision No.	Revision Description	Date

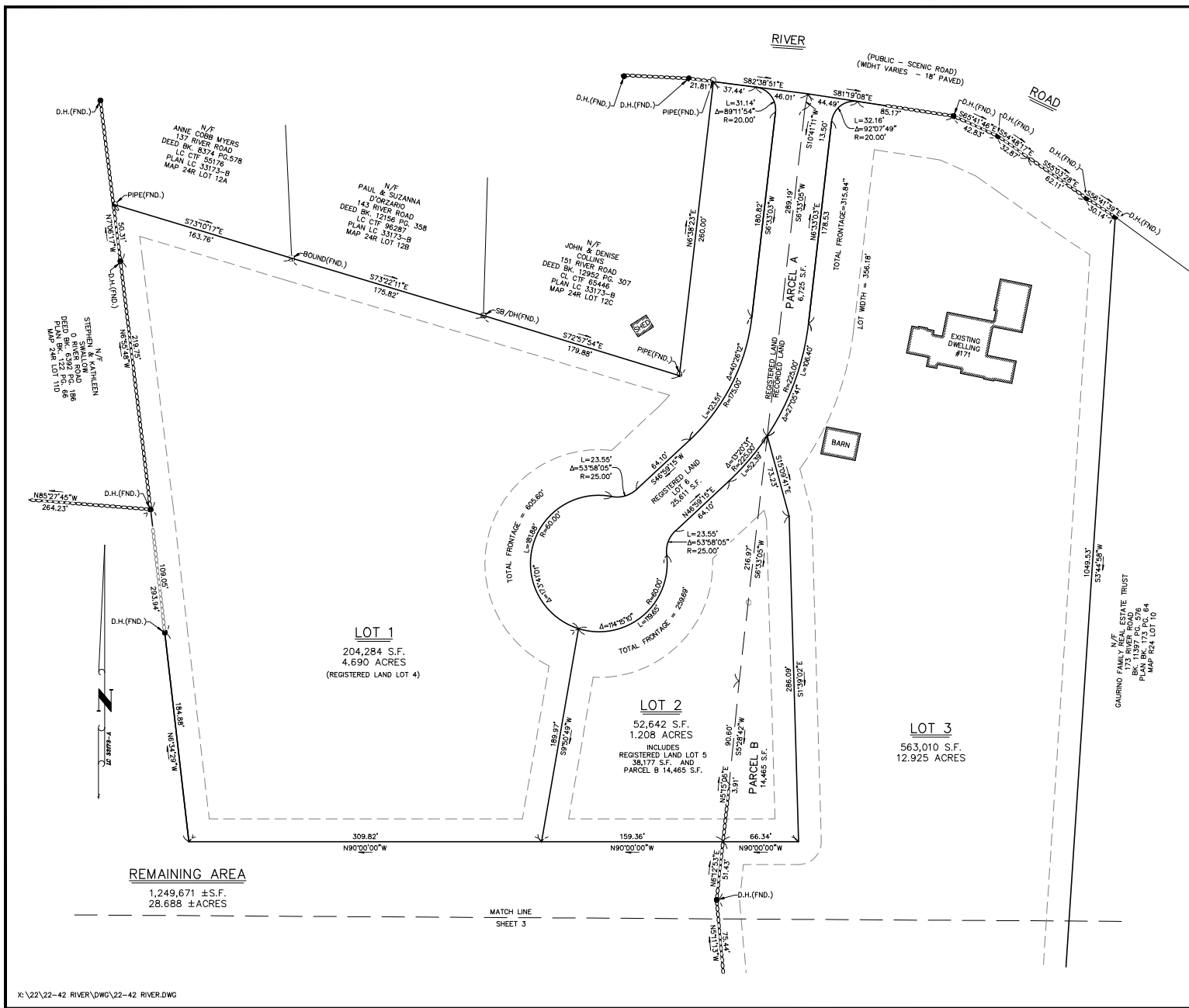
**COVER SHEET
DEFINITIVE SUBDIVISION
EAGLE NEST
WEST NEWBURY, MASS.**

PREPARED FOR: MICHAEL FUSCO
DATE: NOVEMBER 23, 2023
SCALE: 1"=40'

1 East River Place
Methuen, Mass. 01844
Telephone: 978-687-3828

Dennis A. Griecci
Reg. Prof. Engineer

0 40 80 120 160 Ft.
0 10 20 40 Meter



I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

Peter D. Goodwin
REG. PROF. LAND SURVEYOR

FOR REGISTRY USE ONLY

APPROVED BY THE TOWN OF WEST NEWBURY PLANNING BOARD

_____ DATE

FILED _____

HEARING _____

CLERK OF THE TOWN OF WEST NEWBURY, HERRERY

CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK _____

REFERENCE PLANS:
PLANS ON FILE AT THE ESSEX COUNTY REGISTRY OF DEEDS, SOUTHERN DISTRICT.

- 1.) PLAN BOOK 173 PLAN 64
- 2.) PLAN BOOK 39282 PLAN 206
- 3.) PLAN BOOK 164 PLAN 207
- 4.) LAND COURT PLAN 33173-B
- 5.) LAND COURT PLAN 33173-A

ASSESSORS REFERENCE:
MAP R24 LOT 12
MAP R24 LOT 10A
ZONING DISTRICT: RB

OWNERS OF RECORD:

FUSCO FAMILY IRREVOCABLE TRUST
ANTHONY J. FUSCO &
N. DAWNE FUSCO TRUSTEES
125 RIVER ROAD
WEST NEWBURY, MA 01985
BOOK 25609 PAGE 254
PLAN LC 33173-A

SHARMAN E. GINGRICH TRUST
SHARMAN E. GINGRICH &
CHRISTOPHER F. HARRIS TRUSTEES
171 RIVER ROAD
WEST NEWBURY, MA 01985
BOOK 34827 PAGE 450
PLAN BOOK 173 PLAN 64

DEFINITIVE SUBDIVISION PLAN
EAGLE NEST
WEST NEWBURY, MASS.

PREPARED FOR: MICHAEL FUSCO
DATE: NOVEMBER 20, 2023
SCALE: 1"=40'

andover consultants inc.

1 East River Place
Methuen, Mass. 01844
Telephone: 978-687-3828

Peter D. Goodwin
Reg. Prof. Land Surveyor

0 40 80 120 160 Ft.
0 10 20 40 Meter

FOR REGISTRY USE ONLY

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.
Peter D. Goodwin
REG. PROF. LAND SURVEYOR

REMAINING AREA

1,249,671 ±S.F.
28.688 ±ACRES

SHEET 2
MATCH LINE

REMAINING AREA

1,249,671 ±S.F.
28.688 ±ACRES

REMAINING LAND
FUSCO FAMILY IRREVOCABLE TRUST
125 RIVER ROAD
LOT R24-12

LOT 3
563,010 S.F.
12.925 ACRES

N/F
GAURINO FAMILY REAL ESTATE TRUST
BK. 1137 FC 578
PL. 184 EC 64
MAP R24 LOT 10

N/F
MARGARET
CONCANN
DE 177 R RIVER ROAD
PL. 184 EC 87
MAP R24 LOT 9

APPROVED BY THE TOWN OF WEST
NEWBURY PLANNING BOARD

DATE _____

FILED _____
HEARING _____

THE TOWN OF WEST NEWBURY, CLERK OF
CERTIFY THAT THE NOTICE OF APPROVAL
OF THIS PLAN BY THE PLANNING BOARD
HAS BEEN RECEIVED AND RECORDED AT
THIS OFFICE AND NO APPEAL WAS
RECEIVED DURING THE TWENTY DAYS NEXT
AFTER SUCH RECEIPT AND RECORDING OF
SUCH NOTICE.

TOWN CLERK _____

**DEFINITIVE SUBDIVISION PLAN
EAGLE NEST
WEST NEWBURY, MASS.**

PREPARED FOR: MICHAEL FUSCO
DATE: NOVEMBER 20, 2023
SCALE: 1"=40'

**andover
consultants
inc.**

1 East River Place
Methuen, Mass. 01844
Telephone: 978-687-3828

Peter D. Goodwin
Reg. Prof. Land Surveyor

0 40 80 120 160 Ft.
0 10 20 40 Meter



SHEET 3 OF 10

FOR REGISTRY USE ONLY

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.
John Goodwin
REG. PROF. LAND SURVEYOR

SHEET 2
MATCH LINE

REMAINING AREA
1,249,671 ± S.F.
28.688 ± ACRES
REMAINING LAND
FUSCO FAMILY IRREVOCABLE TRUST
125 RIVER ROAD
MAP R24 LOT 12

LOT 3
563,010 S.F.
12.925 ACRES

APPROVED BY THE TOWN OF WEST NEWBURY PLANNING BOARD

DATE _____
FILED _____
HEARING _____

I, _____ CLERK OF THE TOWN OF WEST NEWBURY, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK

N/F
MARGOT & MARGARET
177 RIVERSIDE
DEED BK. 3580 PG. 272
PLAN BK. 3614 PG. 87
MAP R24 LOT 9

N/F
ALBERT TING & NANCY PAU
181 RIVER ROAD
DEED BK. 39309 PG. 46
PLAN BK. 39282 PG. 206
MAP R24 LOT 5

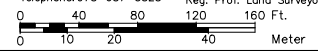
N/F
FUSCO FAMILY IRREVOCABLE TRUST
0 LONG HILL PASTURE
DEED BK. 25609 PG. 254
MAP R24 LOT 13

**DEFINITIVE SUBDIVISION PLAN
EAGLE NEST
WEST NEWBURY, MASS.**

PREPARED FOR: MICHAEL FUSCO
DATE: NOVEMBER 20, 2023
SCALE: 1"=40'

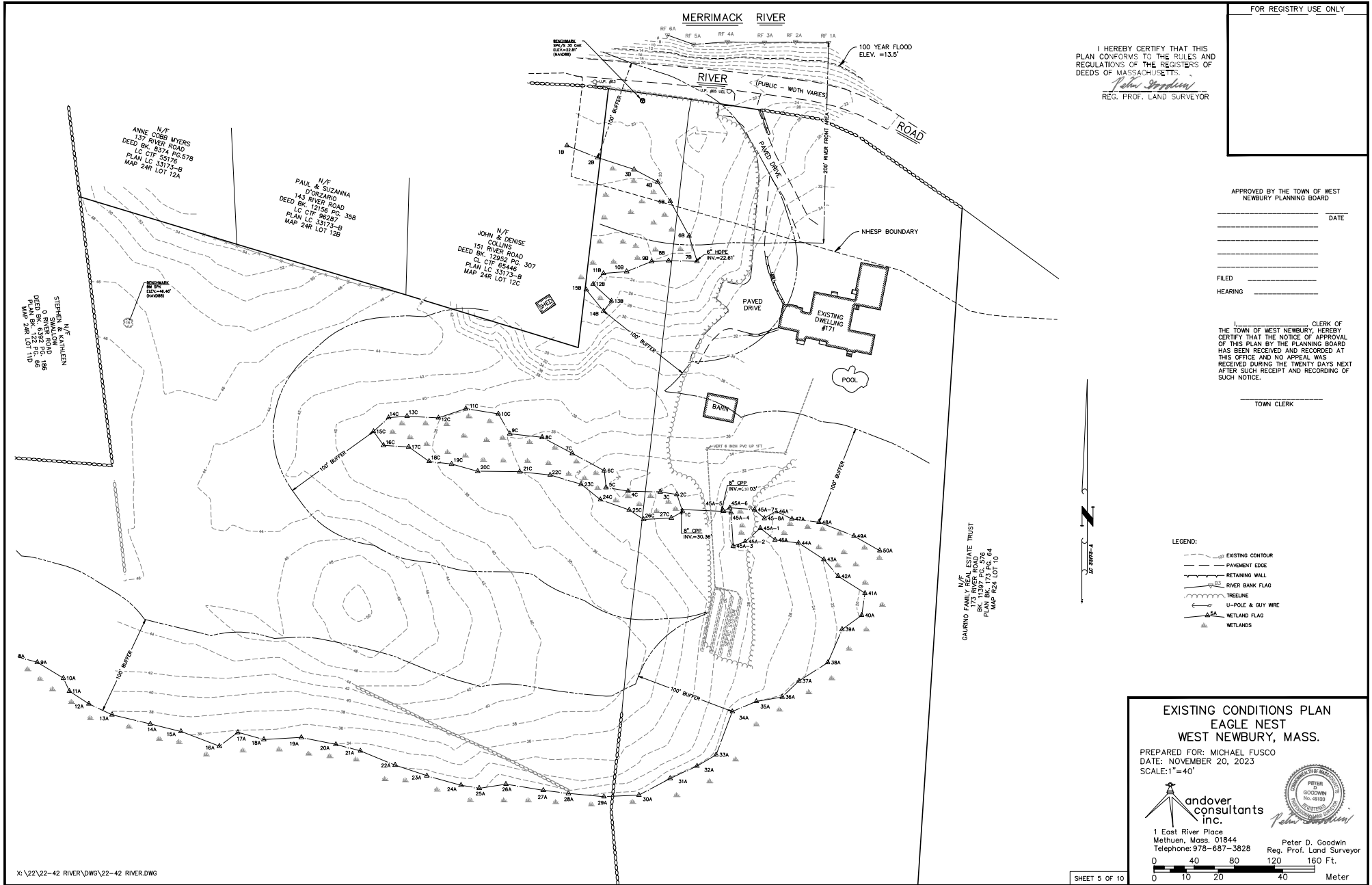
andover consultants inc.

1 East River Place
Methuen, Mass. 01844
Telephone: 978-687-3828
Peter D. Goodwin
Reg. Prof. Land Surveyor



SHEET 4 OF 10

X:\22\22-42 RIVER\DWG\22-42 RIVER.DWG



FOR REGISTRY USE ONLY

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.
Peter D. Goodwin
 REG. PROF. LAND SURVEYOR

APPROVED BY THE TOWN OF WEST NEWBURY PLANNING BOARD

_____ DATE

FILED _____

HEARING _____

_____, CLERK OF THE TOWN OF WEST NEWBURY, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

 TOWN CLERK



- LEGEND:
- - - - - EXISTING CONTOUR
 - - - - - PAVEMENT EDGE
 - - - - - RETAINING WALL
 - - - - - RIVER BANK FLAG
 - - - - - TREELINE
 - - - - - U-POLE & GUY WIRE
 - - - - - WETLAND FLAG
 - ▲ WETLANDS

N/F
 GAURINO FAMILY REAL ESTATE TRUST
 17 RIVER ROAD
 BK. 172 P.C. 64
 MAP R24 LOT 10

EXISTING CONDITIONS PLAN
EAGLE NEST
WEST NEWBURY, MASS.

PREPARED FOR: MICHAEL FUSCO
 DATE: NOVEMBER 20, 2023
 SCALE: 1"=40'

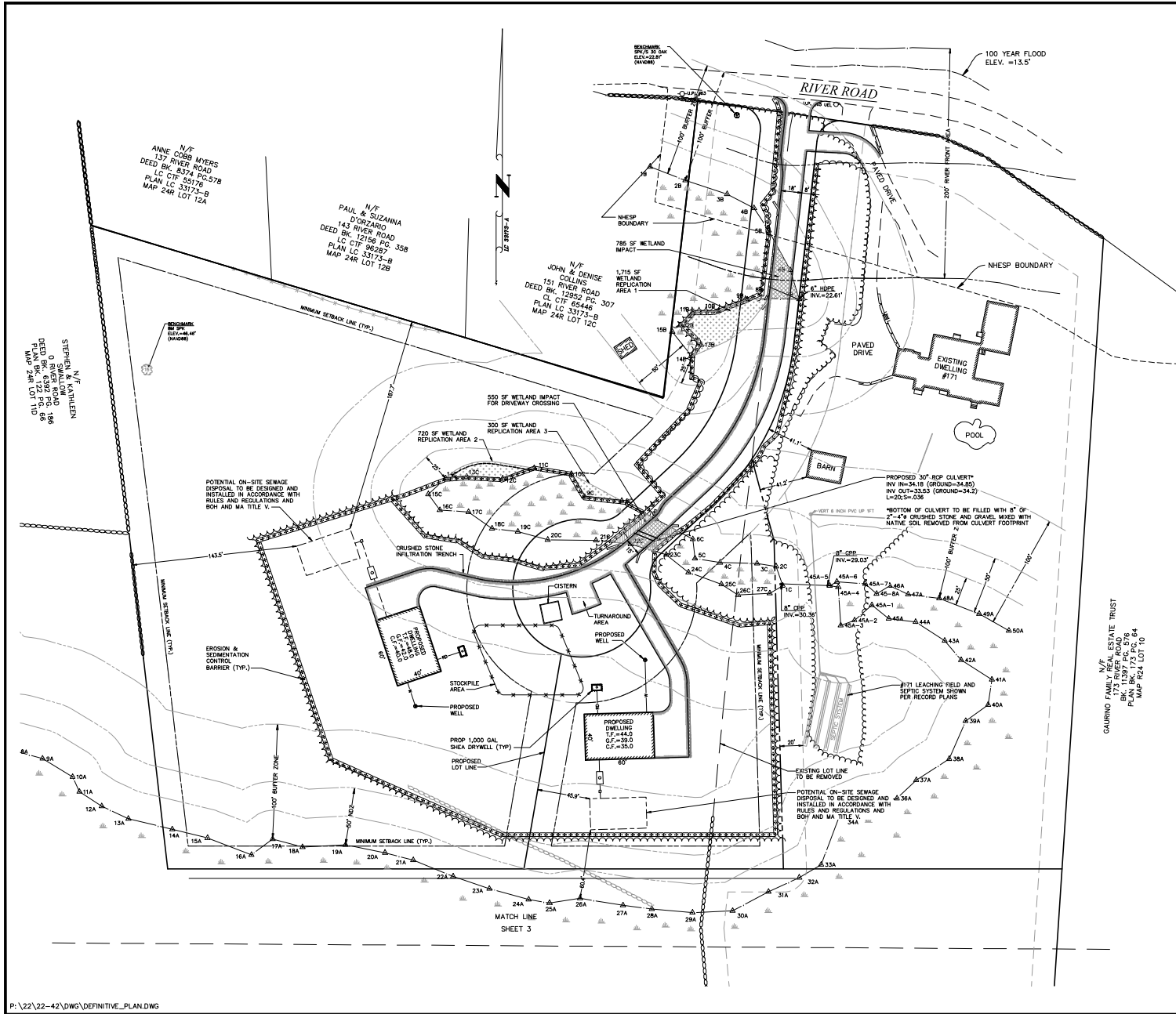
andover consultants inc.
 1 East River Place
 Methuen, Mass. 01844
 Telephone: 978-687-3828

Peter D. Goodwin
 Reg. Prof. Land Surveyor

0 40 80 120 160 Ft.
 0 10 20 40 Meter

X:\22\22-42 RIVER\DWG\22-42 RIVER.DWG

SHEET 5 OF 10



APPROVED BY THE TOWN OF WEST NEWBURY PLANNING BOARD

_____ DATE

FILED _____

HEARING _____

FOR REGISTRY USE ONLY

I, _____ CLERK OF THE TOWN OF WEST NEWBURY, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

_____ TOWN CLERK

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

_____ REG. PROF. ENGINEER

ASSESSORS/OWNERS OF RECORD:

PARCEL R24-12
 FUSCO FAMILY IRREVOCABLE TRUST
 ANTHONY J. FUSCO &
 N. DAWNE FUSCO TRUSTEES
 125 RIVER ROAD
 WEST NEWBURY, MA 01985
 BOOK 25609 PAGE 254
 PLAN LC 33173-A

PARCEL R24-10A
 SHARMAN E. GINGRICH TRUST
 SHARMAN E. GINGRICH &
 CHRISTOPHER F. HARRIS TRUSTEES
 171 RIVER ROAD
 WEST NEWBURY, MA 01985
 BOOK 34827 PAGE 450
 PLAN BOOK 173 PLAN 64

DEED REFERENCE:
 ESRO BOOK 14031, PAGE 76
 ESRO BOOK 34827, PAGE 450

Revision No.	Revision Description	Date

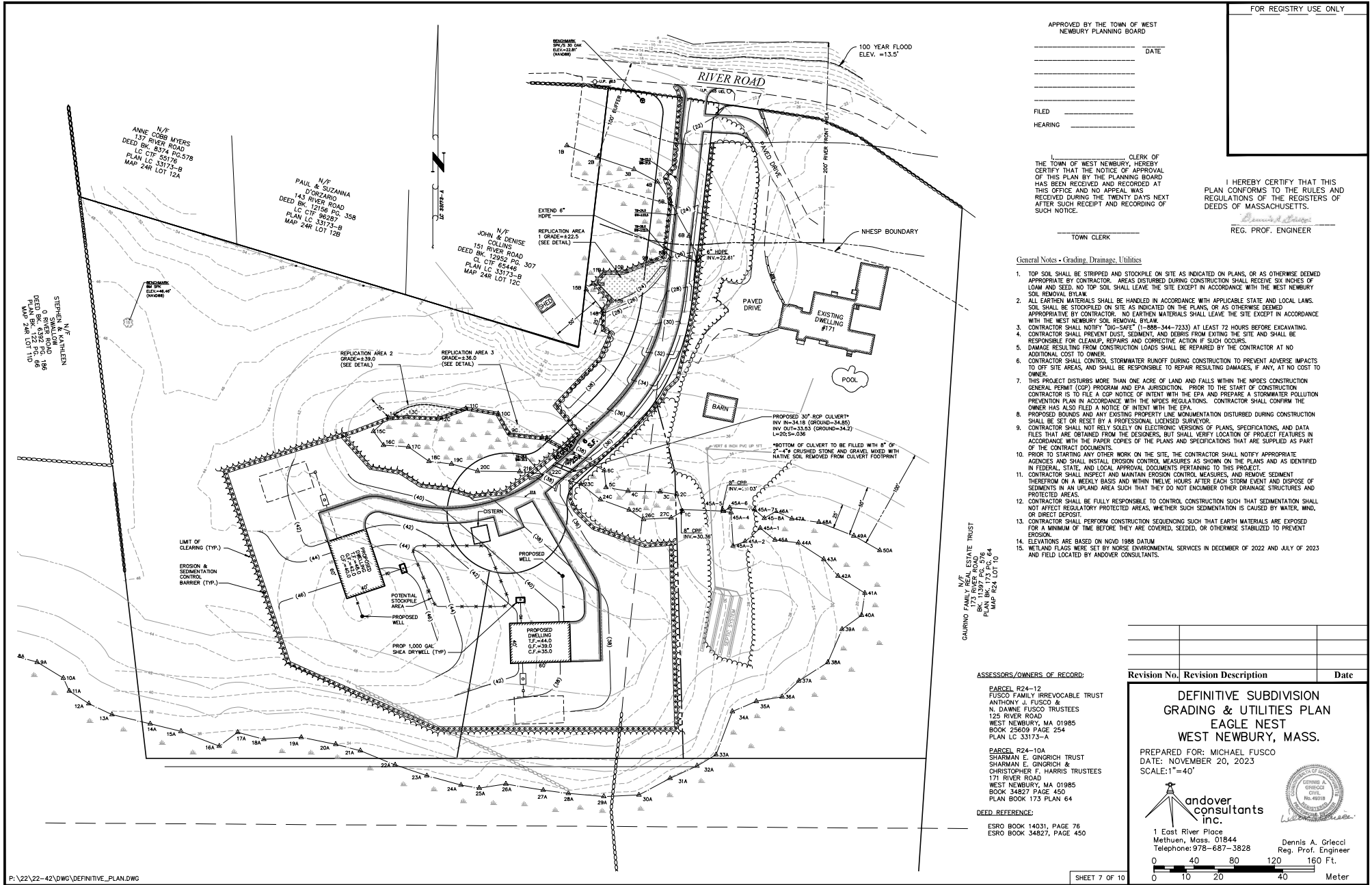
DEFINITIVE SUBDIVISION LAYOUT & MATERIALS PLAN
EAGLE NEST
WEST NEWBURY, MASS.

PREPARED FOR: MICHAEL FUSCO
 DATE: NOVEMBER 20, 2023
 SCALE: 1"=40'

andover consultants inc.
 1 East River Place
 Methuen, Mass. 01844
 Telephone: 978-687-3828

Dennis A. Griecci
 Reg. Prof. Engineer

0 40 80 120 160 Ft.
 0 10 20 40 Meter



APPROVED BY THE TOWN OF WEST NEWBURY PLANNING BOARD

DATE _____
 FILED _____
 HEARING _____

I, _____ CLERK OF THE TOWN OF WEST NEWBURY, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK

FOR REGISTRY USE ONLY

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

REG. PROF. ENGINEER

General Notes - Grading, Drainage, Utilities

- TOP SOIL SHALL BE STRIPPED AND STOCKPILED ON SITE AS INDICATED ON PLANS, OR AS OTHERWISE DEMAILED APPROPRIATE BY CONTRACTOR. AREAS DISTURBED DURING CONSTRUCTION SHALL RECEIVE SIX INCHES OF LOAM AND SEED. NO TOP SOIL SHALL LEAVE THE SITE EXCEPT IN ACCORDANCE WITH THE WEST NEWBURY SOIL REMOVAL BYLAW.
- ALL EARTHEN MATERIALS SHALL BE HANDLED IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL LAWS. SOIL SHALL BE STOCKPILED ON SITE AS INDICATED ON THE PLANS, OR AS OTHERWISE DEMAILED APPROPRIATE BY CONTRACTOR. NO EARTHEN MATERIALS SHALL LEAVE THE SITE EXCEPT IN ACCORDANCE WITH THE WEST NEWBURY SOIL REMOVAL BYLAW.
- CONTRACTOR SHALL NOTIFY "DIG-SAFE" (1-888-344-7233) AT LEAST 72 HOURS BEFORE EXCAVATING.
- CONTRACTOR SHALL PREVENT DUST, SEDIMENT, AND DEBRIS FROM EXITING THE SITE AND SHALL BE RESPONSIBLE FOR CLEANUP, REPAIRS AND CORRECTIVE ACTION IF SUCH OCCURS.
- DAMAGE RESULTING FROM CONSTRUCTION LOADS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
- CONTRACTOR SHALL CONTROL STORMWATER RUNOFF DURING CONSTRUCTION TO PREVENT ADVERSE IMPACTS TO OFF SITE AREAS, AND SHALL BE RESPONSIBLE TO REPAIR RESULTING DAMAGES, IF ANY, AT NO COST TO OWNER.
- THIS PROJECT DISTURBS MORE THAN ONE ACRE OF LAND AND FALLS WITHIN THE NPDES CONSTRUCTION GENERAL PERMIT (CGP) PROGRAM AND EPA JURISDICTION. PRIOR TO THE START OF CONSTRUCTION CONTRACTOR IS TO FILE A CGP NOTICE OF INTENT WITH THE EPA AND PREPARE A STORMWATER POLLUTION PREVENTION PLAN IN ACCORDANCE WITH THE NPDES REGULATIONS. CONTRACTOR SHALL CONFIRM THE OWNER HAS ALSO FILED A NOTICE OF INTENT WITH THE EPA.
- PROPOSED BOUNDS AND ANY EXISTING PROPERTY LINE MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE SET OR RESET BY A PROFESSIONAL LICENSED SURVEYOR.
- CONTRACTOR SHALL NOT RELY SOLELY ON ELECTRONIC VERSIONS OF PLANS, SPECIFICATIONS, AND DATA FILES THAT ARE OBTAINED FROM THE DESIGNERS, BUT SHALL VERIFY LOCATION OF PROJECT FEATURES IN ACCORDANCE WITH THE PAPER COPIES OF THE PLANS AND SPECIFICATIONS THAT ARE SUPPLIED AS PART OF THE CONTRACT DOCUMENTS.
- PRIOR TO STARTING ANY OTHER WORK ON THE SITE, THE CONTRACTOR SHALL NOTIFY APPROPRIATE AGENCIES AND SHALL INSTALL EROSION CONTROL MEASURES AS SHOWN ON THE PLANS AND AS IDENTIFIED IN FEDERAL, STATE, AND LOCAL APPROVAL DOCUMENTS PERTAINING TO THIS PROJECT.
- CONTRACTOR SHALL INSPECT AND MAINTAIN EROSION CONTROL MEASURES, AND REMOVE SEDIMENT THEREFROM ON A WEEKLY BASIS AND WITHIN TWELVE HOURS AFTER EACH STORM EVENT AND DISPOSE OF SEDIMENTS IN AN UPLAND AREA SUCH THAT THEY DO NOT ENTER OTHER DRAINAGE STRUCTURES AND PROTECTED AREAS.
- CONTRACTOR SHALL BE FULLY RESPONSIBLE TO CONTROL CONSTRUCTION SUCH THAT SEDIMENTATION SHALL NOT AFFECT REGULATORY PROTECTED AREAS, WHETHER SUCH SEDIMENTATION IS CAUSED BY WATER, WIND, OR DIRECT DEPOSIT.
- CONTRACTOR SHALL PERFORM CONSTRUCTION SEDIMENTATION SUCH THAT EARTH MATERIALS ARE EXPOSED FOR A MINIMUM OF TIME BEFORE THEY ARE COVERED, SEED, OR OTHERWISE STABILIZED TO PREVENT EROSION.
- ELEVATIONS ARE BASED ON NVD 1988 DATUM
- WETLAND FLAGS WERE SET BY NORSE ENVIRONMENTAL SERVICES IN DECEMBER OF 2022 AND JULY OF 2023 AND FIELD LOCATED BY ANDOVER CONSULTANTS.

NHPES BOUNDARY

ASSESSORS/OWNERS OF RECORD:

PARCEL R24-12
 FUSCO FAMILY IRREVOCABLE TRUST
 ANTHONY J. FUSCO &
 N. DAWNE FUSCO TRUSTEES
 125 RIVER ROAD
 WEST NEWBURY, MA 01985
 BOOK 25609 PAGE 254
 PLAN LC 33173-A

PARCEL R24-10A
 SHARMAN E. GINGRICH TRUST
 SHARMAN E. GINGRICH &
 CHRISTOPHER F. HARRIS TRUSTEES
 171 RIVER ROAD
 WEST NEWBURY, MA 01985
 BOOK 34827 PAGE 450
 PLAN BOOK 173 PLAN 64

DEED REFERENCE:
 ESRO BOOK 14031, PAGE 76
 ESRO BOOK 34827, PAGE 450

Revision No, Revision Description, Date

DEFINITIVE SUBDIVISION GRADING & UTILITIES PLAN
EAGLE NEST
WEST NEWBURY, MASS.

PREPARED FOR: MICHAEL FUSCO
 DATE: NOVEMBER 20, 2023
 SCALE: 1"=40'

andover consultants inc.
 1 East River Place
 Methuen, Mass. 01844
 Telephone: 978-687-3828
 Dennis A. Oriecci
 Reg. Prof. Engineer

0 10 20 40 60 80 100 120 140 160 Ft.
 0 10 20 40 Meter

SHEET 7 OF 10

FOR REGISTRY USE ONLY

APPROVED BY THE TOWN OF WEST NEWBURY PLANNING BOARD

DATE _____
 FILED _____
 HEARING _____

I, _____ CLERK OF THE TOWN OF WEST NEWBURY, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

 TOWN CLERK

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

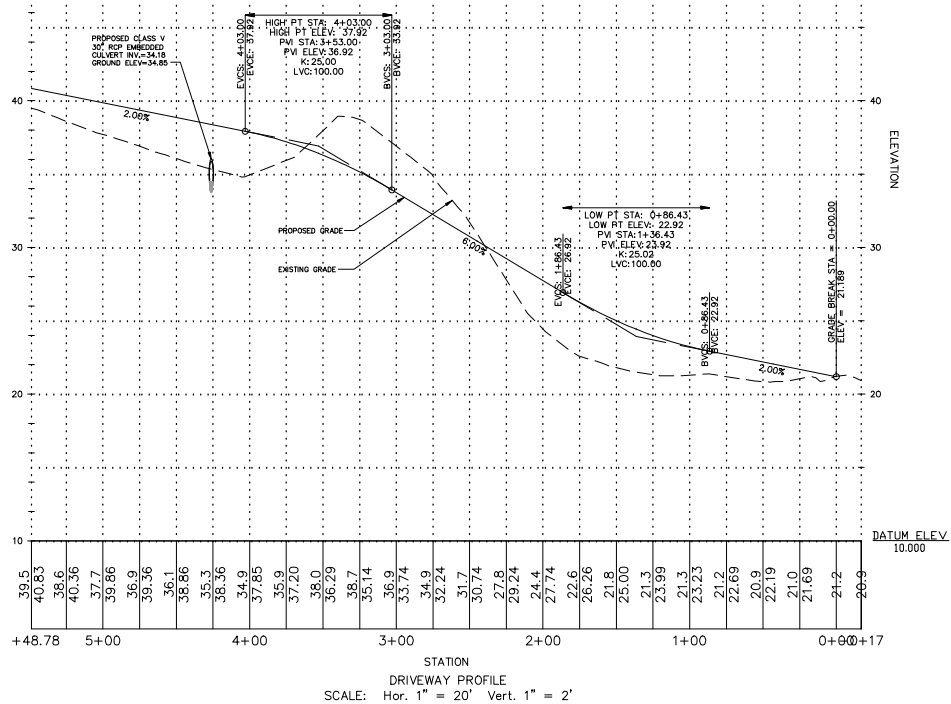
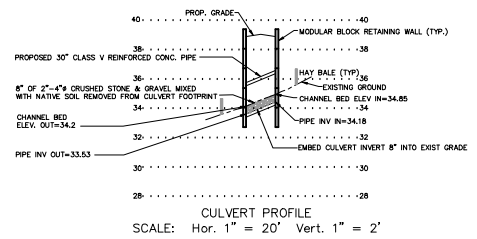
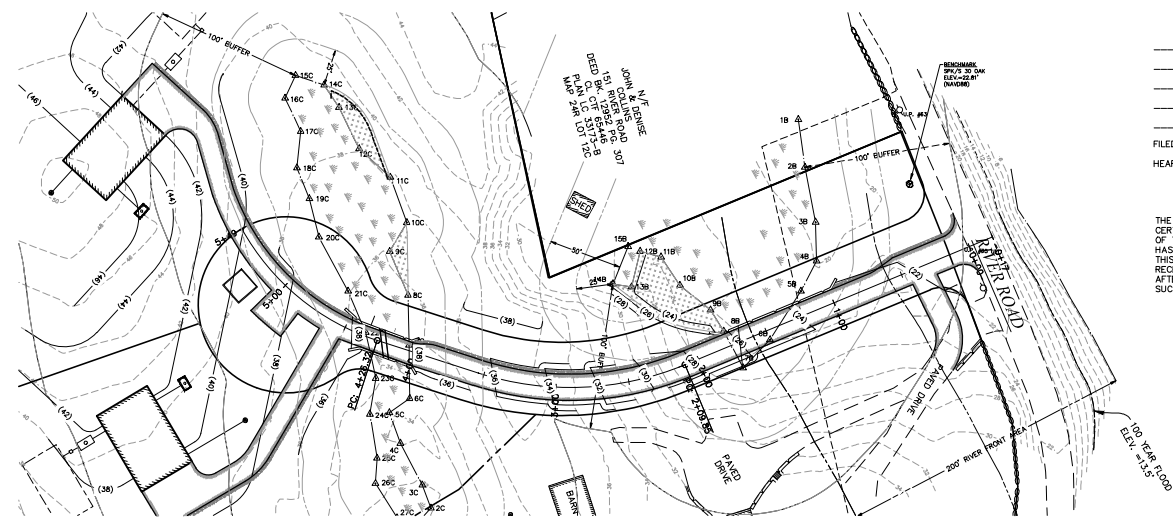
 REG. PROF. ENGINEER

ASSESSORS/OWNERS OF RECORD:

PARCEL R24-12
 FUSCO FAMILY IRREVOCABLE TRUST
 ANTHONY J. FUSCO &
 N. DAWNE FUSCO TRUSTEES
 125 RIVER ROAD
 WEST NEWBURY, MA 01985
 BOOK 25609 PAGE 254
 PLAN LC 33173-A

PARCEL R24-10A
 SHARMAN E. GINGRICH TRUST
 SHARMAN E. GINGRICH &
 CHRISTOPHER F. HARRIS TRUSTEES
 171 RIVER ROAD
 WEST NEWBURY, MA 01985
 BOOK 34827 PAGE 450
 PLAN BOOK 173 PLAN 64

DEED REFERENCE:
 ESR0 BOOK 14031, PAGE 76
 ESR0 BOOK 34827, PAGE 450



Revision No.	Revision Description	Date

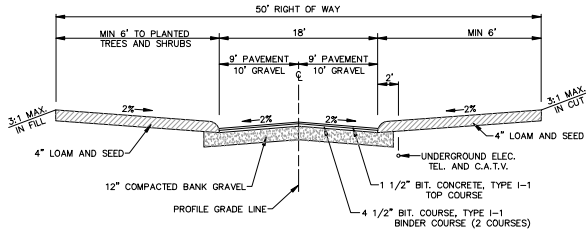
DEFINITIVE SUBDIVISION PLAN & PROFILE
EAGLE NEST
WEST NEWBURY, MASS.

PREPARED FOR: MICHAEL FUSCO
 DATE: NOVEMBER 20, 2023
 SCALE: 1"=40'

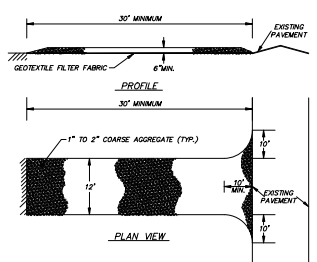
andover consultants inc.
 1 East River Place
 Methuen, Mass. 01844
 Telephone: 978-687-3828

Dennis A. Oriecci
 Reg. Prof. Engineer

0 40 80 120 160 Ft.
 0 10 20 40 Meter



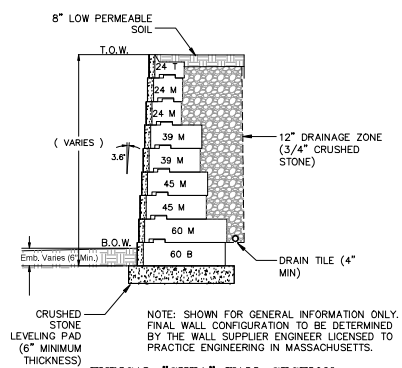
**TYPICAL ROADWAY SECTION
50 FOOT RIGHT OF WAY**
NOT TO SCALE



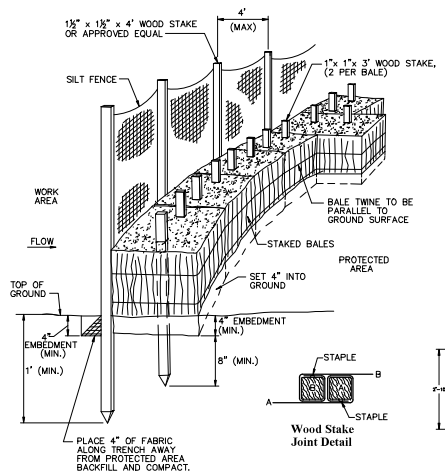
CONSTRUCTION SPECIFICATIONS:

1. THE WIDTH OF THE ENTRANCE SHALL NOT BE LESS THAN A FULL WIDTH OF THE ENTRANCE WHERE INGRESS OR EGRESS OCCURS OR 10 FEET, WHICHEVER IS GREATER.
2. GEOTEXTILE FILTER CLOTH SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING THE STONE.
3. ALL SURFACE WATER THAT IS FLOWING TO OR DIVERTED TOWARDS THE CONSTRUCTION ENTRANCE SHALL BE PIPED BENEATH THE ENTRANCE. IF PIPING IS IMPRACTICAL, A BERM SUBSTITUTED FOR THE PIPE.

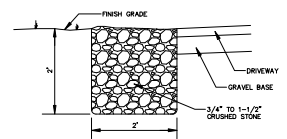
STABILIZED CONSTRUCTION ENTRANCE DETAIL
NOT TO SCALE



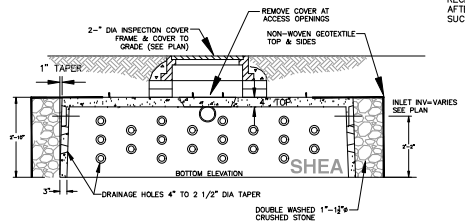
TYPICAL "SHEA" WALL SECTION
(NOT TO SCALE)



SILT FENCE/STRAW BALE BARRIER



**CRUSHED STONE
INFILTRATION TRENCH**
NOT TO SCALE



**SHEA PRECAST CONCRETE
1000 GALLON JUMBO DRYWELL**
NOT TO SCALE

APPROVED BY THE TOWN OF WEST NEWBURY PLANNING BOARD

DATE _____

FILED _____

HEARING _____

_____, CLERK OF THE TOWN OF WEST NEWBURY, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK

FOR REGISTRY USE ONLY

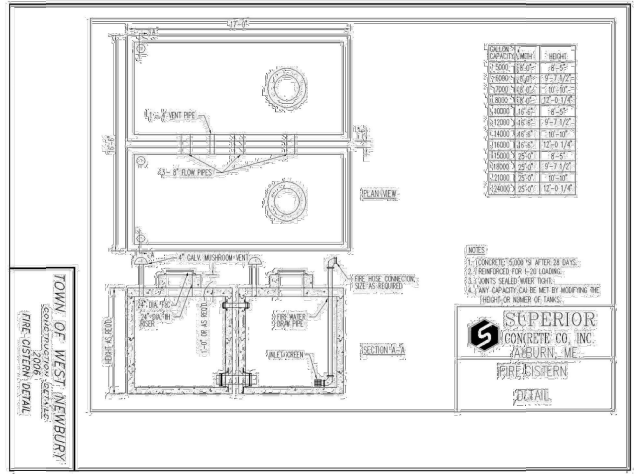
I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

REG. PROF. ENGINEER

ASSESSORS/OWNERS OF RECORD:

- PARCEL R24-12
FUSCO FAMILY IRREVOCABLE TRUST
ANTHONY J. FUSCO &
N. DAWNE FUSCO TRUSTEES
125 RIVER ROAD
WEST NEWBURY, MA 01985
BOOK 25609 PAGE 254
PLAN LC 33173-A
- PARCEL R24-10A
SHARMAN E. GINGRICH TRUST
SHARMAN E. GINGRICH &
CHRISTOPHER F. HARRIS TRUSTEES
171 RIVER ROAD
WEST NEWBURY, MA 01985
BOOK 34827 PAGE 450
PLAN BOOK 173 PLAN 64

DEED REFERENCE:
ESRO BOOK 14031, PAGE 76
ESRO BOOK 34827, PAGE 450



Revision No.	Revision Description	Date

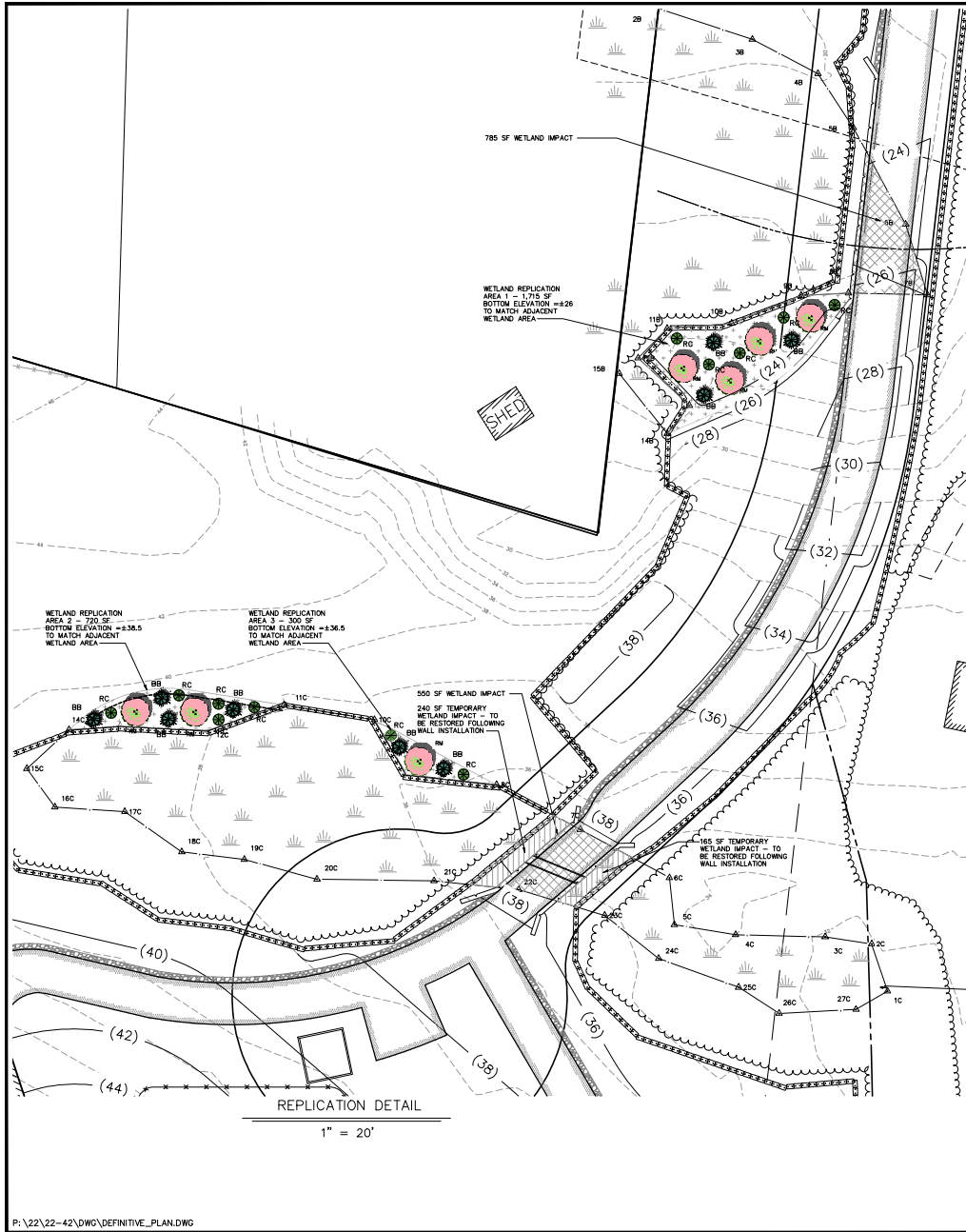
**DEFINITIVE SUBDIVISION
SITE DETAILS
EAGLE NEST
WEST NEWBURY, MASS.**

PREPARED FOR: MICHAEL FUSCO
DATE: NOVEMBER 20, 2023
SCALE: 1"=40'

andover consultants inc.
1 East River Place
Methuen, Mass. 01844
Telephone: 978-687-3828

Dennis A. Griecci
Reg. Prof. Engineer

0 40 80 160 Ft.
0 10 20 40 Meter



APPROVED BY THE TOWN OF WEST NEWBURY PLANNING BOARD

DATE _____

FILED _____

HEARING _____

CLERK OF THE TOWN OF WEST NEWBURY, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SUCH NOTICE.

TOWN CLERK

REG. PROF. ENGINEER

FOR REGISTRY USE ONLY

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

Wetland Impacts And Mitigation Summary

Area Identification	Total Resource Area Impacted	Total Resource Area Replicated
WETLAND SERIES B (REPLICATION AREA 1)	785 SF	1,715 SF
WETLAND SERIES C (REPLICATION AREA 2/3)	550 SF	1,020 SF
TOTALS	1,335 SF	2,735 SF

NOTES:
1. PROVIDING 2:1 REPLICATION FOR IMPACTED WETLANDS.

ASSESSORS/OWNERS OF RECORD:

PARCEL R24-12
FUSCO FAMILY IRREVOCABLE TRUST
ANTHONY J. FUSCO &
N. DAWNE FUSCO TRUSTEES
125 RIVER ROAD
WEST NEWBURY, MA 01985
BOOK 25609 PAGE 254
PLAN LC 33173-A

PARCEL R24-10A
SHARMAN E. GINGRICH TRUST
SHARMAN E. GINGRICH &
CHRISTOPHER F. HARRIS TRUSTEES
171 RIVER ROAD
WEST NEWBURY, MA 01985
BOOK 34827 PAGE 450
PLAN BOOK 173 PLAN 64

DEED REFERENCE:

ESRO BOOK 14031, PAGE 76
ESRO BOOK 34827, PAGE 450

Plant List

Key	Qty.	Botanical Name	Common Name
Replication Area 1			
RM	4	ACER RUBRUM	RED MAPLE
RC	5	ARONIA ARBUSTIFOLIA	RED CHOKEBERRY
BB	4	VACCINIUM CORYMBOSUM	HIGHBUSH BLUEBERRY
Replication Area 2			
RM	2	ACER RUBRUM	RED MAPLE
RC	5	ARONIA ARBUSTIFOLIA	RED CHOKEBERRY
BB	4	VACCINIUM CORYMBOSUM	HIGHBUSH BLUEBERRY
Replication Area 3			
RM	1	ACER RUBRUM	RED MAPLE
RC	2	ARONIA ARBUSTIFOLIA	RED CHOKEBERRY
BB	2	VACCINIUM CORYMBOSUM	HIGHBUSH BLUEBERRY

Plant Legend

	RED MAPLE
	RED CHOKEBERRY
	HIGHBUSH BLUEBERRY

Revision No.	Revision Description	Date

**DEFINITIVE SUBDIVISION
WETLAND REPLICATION DETAIL
EAGLE NEST
WEST NEWBURY, MASS.**

PREPARED FOR: MICHAEL FUSCO
DATE: NOVEMBER 20, 2023
SCALE: 1"=40'

andover consultants inc.
1 East River Place
Methuen, Mass. 01844
Telephone: 978-687-3828

Dennis A. Griecci
Reg. Prof. Engineer

0 40 80 120 160 Ft.
0 10 20 40 Meter

November 27, 2023

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

**Re: 125 River Road
Definitive Two-Lot Subdivision
Requested Waivers**

Members of the Board:

On behalf of the Applicant, Michael Fusco, the following is a list of waivers from the town of West Newbury's Rules and Regulations Governing the Subdivision of Land adopted October 3, 2006, amended September 16, 2019, and requested for the proposed definitive subdivision which would create two buildable lots for the proposed construction of two single family residential dwellings.

The section of the Rules and Regulations Governing the Subdivision of Land from which a waiver is requested is listed below in *italic* font immediately and a rationale as to why the waiver is required and why it is appropriate to be granted by the Board in **bold** font immediately following.

Section 3.3.1.5 – Waiver to allow for the elevations to be NAVD 1988 datum rather than NGVD-1929 MSL.

Reasoning – NAVD 1988 is a more accurate than its predecessor (NGVD29), additionally, the flood elevation listed by FEMA along the Merrimack River uses NAVD 1988.

Section 3.3.3.1.11 – Waiver from requirement to locate all trees over ten (10") inches in diameter within right-of-way.

Reasoning – The proposed right-of-way has been laid on as necessary based on site conditions (topography, wetlands, etc) and the paved travel way has been reduced to 18' in width (15' in width at wetland crossing) to reduce potential impacts and to limit the required clearing for the proposed way.

Section 3.3.3.4.10 – Waiver to not require test pit locations

Reasoning – Test pits will be conducted for the sanitary (septic) facilities following approvals from the Planning Board and Conservation Commission.

3.3.3.4.11 - Waiver to require location, size, and type of sidewalk, trails, lighting and curbing.

Reasoning – Due to the small scale of the project (two buildable lots), a waiver is requested from the elements.

3.3.3.4.12 – Waiver from the requirement for drainage calculations.

Reasoning – The project is not subject to the state's stormwater standards as it is a subdivision with four or fewer lots, and proposed roof and driveway recharge systems have been incorporated into the design to promote stormwater recharge and treatment and to mitigate stormwater runoff.

4.2.4.5 - *Waiver from requirement of 250' sight distance.*

Reasoning – The required 250' is provided looking west along the current public way, however the existing road geometry of River Road does not permit a 250' sight distance to the right of the proposed private way.

4.2.4.9 – *Waiver from the requirement that the frontage on the existing street of parcel shall be at least the frontage required of the zoning district.*

Reasoning – The two parcels which will comprise the proposed subdivision do have the required frontage when their individual lot frontages are combined; however, 125 does not have the required frontage at the location of proposed right of way to the extent necessary, a waiver is requested from this requirement.

4.2.4.11 – *A waiver is required to allow for the right of way to be less than 1/2 the frontage required for the zoning district away from the abutting lot.*

Reasoning – The center line of the right of way is located $\pm 82'$ from the abutting lot, however the traveled way within the row is located 91' from the abutting lot, the proposed location of the right of way and paved traveled way layout have been driven by the location of the dwelling and barn at #171 River Road. Ample buffering to the adjacent lot is provided by the existing wooded area that is to remain.

4.2.5.1 – *Waiver to not required curbing for this proposed subdivision.*

Reasoning – The project will result in the creation of a private way, which would be considered a minor local access road, meaning that the curbing and berm requirements are unnecessary due to the small nature of the project.

4.2.6.3 – *Waiver to allow for the traveled way width to be 18' and to narrow down to 12' at the wetland crossing*

Reasoning – The regulations allow for a reduction to 18' and lower as the planning board sees fit. Due to the limited travel and traffic of the road, an 18' reduction would be appropriate for the road. Furthermore, the 15' reduction at the wetland crossing is in line with what is required by MassDEP for a limited project to provide access to an upland site, the 15' reduction will help to reduce further impacts on the wetland resource areas and their proposed remediation areas.

4.2.8.2 – *Waiver to allow for dead end driveway (street) to not require a cul-de-sac with a hammer head turnaround.*

Reasoning – A hammerhead turnaround is provided to allow for the turnaround of vehicles.

4.2.8.3 – *Waiver to not require landscaped island in center of cul-de-sac as a cul-de-sac is not proposed.*

Reasoning – A cul-de-sac is not proposed, see above, as such a waiver is requested from this requirement.

4.3.1.1 – *Waiver to not require sidewalks, pedestrian or bicycle trails.*

Reasoning – The proposed private way is considered a minor local access road, meaning that there is no requirement for the creation of sidewalks and trails for bicycles and pedestrians.

4.3.1.5 – *Waiver to not require footpath and trails within the subdivision.*

Reasoning – The requirements for footpaths and trails are not applicable to the current proposed project, due to the abutting properties not having any of the relevant criteria put forth for requiring footpaths and trails within the subdivision, and thus should be waived.

4.3.1.6 – *Waiver to not require bicycle path/recreation path.*

Reasoning – The requirements for bicycle and recreation paths are not applicable to the proposed project, as the abutting properties are not host to existing town recreational paths and the area would not be considered a part of proposed future systems.

4.4 – *Waiver from the requirements to provide stormwater management requirements and calculations.*

Reasoning – The proposed project provides stormwater mitigation by roof recharge chambers and driveway runoff crushed stone trenches.

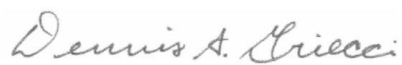
4.5 – *Waiver from the requirements to provide water mains*

Reasoning – The proposed house lots’ water requirements will be supplied by proposed private wells, and require no installation of water mains.

If you have any questions concerning the attached, or require anything further, please feel free to contact me at your convenience.

Sincerely,

Andover Consultants Inc.



Dennis A. Griecci, P.E., LEED AP

Enclosure

Cc: Property Owners

November 27, 2023

Town of West Newbury
Planning Board
381 Main Street
Est Newbury, MA 01985

**Re: 125 River Road
Definitive Two-Lot Subdivision
Environmental Impact Statement**

Members of the Board:

On behalf of the Applicant, Michael Fusco, the following Environmental Impact Statement has been prepared to address the items set forth in Schedule E of the *Town of West Newbury's Rules & Regulations Governing the Subdivision of Land* for a proposed subdivision which would create two buildable single family lots. The section of the Environmental Impact Statement, Schedule E; is reproduced below in italics with our response following immediately in below in bold.

Physical Element – Air Pollution:

Response – The proposed project will create lots for the construction of two single family dwellings, as such there is not expected to be any negative impacts to the quality of air.

Physical Element – Noise Pollution:

Response – The proposed project will create lots for the construction of two single family dwellings, as such there is not expected to be any noise pollution as a result of the project.

Physical Element – Surface and Subsurface Water Pollution:

Response – The proposed project will mitigate stormwater impacts by the proposed roof runoff infiltration drywells and by a crushed stone recharge trench to capture runoff from driveways and the paved travelled way. Both stormwater BMPs will provide stormwater recharge and water quality treatment.

Physical Element – Soils

Response – The proposed project will take steps to mitigate the potential dangers from erosion and sedimentation through the use of the proposed staked silt fence and haybales to slow the velocity of any flowing water and trap any mobilized sediment. The soils present in the limit of work are split between being excessively well drained (upland areas) with low runoff potential, and moderately well drained (lowlands) with poor percolation. Because of these characteristics, by slowing the velocity of water via haybales and sediment fences, any sort of major erosion and sedimentation can be avoided in the area. When construction is completed, any exposed earth will be stabilized through the use of methods like hay or grass seed, dependent on how appropriate it is to apply the given method.

Physical Element – General Ecology

Response – The proposed project will require the filling of wetlands to provide access to an upland area, however this will involve the creation of two separate mitigation areas that will replace the lost wetlands with an area greater than that which is lost. The area does border along the delineated bank of the Merrimack River, with

minimal work proposed within the 200' riverfront area for the creation of the private road. Any potential runoff or sedimentation will be mitigated as stated above in *Physical Element – Soils*. No risk to MESA delineated species or NHESP areas is expected as a result of this project, as appropriate steps are being taken to impede runoff, sedimentation, and water pollution into the riverfront area.

Transportation Element – Traffic Generation

Response – The proposed project will see the creation of two (2) single family house lots, and therefore will not have a significant impact on the traffic volume or pattern in the area. Traffic generation will peak in the mornings and afternoons as residents leave and return for work or school, however this generation is marginal due to the limited nature of the project.

Transportation Element – Street Element

Response – The proposed way shall remain a private road with the maintenance being the primary responsibility of the homeowners' associates.

Transportation Element – Mass Transit

Response – The proposed project will not place any extra burden on existing mass transit and will not require its expansion, since there is no expectation of mass transit service to the site.

Public Utility Element – Water Supply and Distribution

Response – The proposed project will have the two (2) single family house lots supplied with drinking water through on-site private wells and will not require the installation of water mains by the Water Department.

Public Utility Element – Sewage Treatment

Response – The proposed project will have the two (2) single family house lots' sewage needs be handled by on-site sewage disposal (septic) systems and will require no installation of sewer mains by the Water Department. Said disposal systems will be placed away from protected resource areas by the specified distances as to ensure the avoidance of any potential contamination by system failure.

Public Utility Element – Storm Drainage

Response – The proposed project will mitigate stormwater impacts by the proposed roof runoff infiltration drywells and by a crushed stone recharge trench to capture runoff from driveways and the travelled way. Both stormwater BMPs will provide stormwater recharge and water quality treatment.

Public Utility Element – Solid Waste

Response – The proposed project will have two (2) single family dwellings proposed with the expectation of average solid waste production. Coordination will be required with the town and G. Mello Disposal Corp. of Georgetown MA to add the two proposed dwellings to existing routes. It is expected that the contents of the produced solid waste will be in line with that of the average family in the town, including food waste, recyclables, and non-recyclable solids.

Neighborhood and Community Element – Schools

Response – Since the proposed project will only result in the creation of two (2) single family house lots with associated dwellings, they will not have a significant impact on the school system.

Neighborhood and Community Element – Police

Response – Since the proposed project will only result in the creation of two (2) single family house lots with associated dwellings and a private way, the proposed project is not expected to have a significant impact on the town's police service.

Neighborhood and Community Element – Fire

Response – The proposed project will create two (2) single family house lots with associated dwellings and a private way, to accommodate fire protection needs, the private way will be designed to accommodate the entry of fire apparatuses and ambulances comparable to those that provide service to the town of West Newbury. Furthermore, the placement of the cistern will be reviewed with the town fire department. The homes will be built to fire code requirements for smoke and carbon monoxide alarms as well.

Neighborhood and Community Element – Recreation

Response – There will be no additional on-site recreation areas provided to the two (2) house lots aside from the yards that the two homes have. How those yards are applied for recreation is to be decided by the future residents.

Neighborhood and Community Element – Existing Neighborhood Land Use

Response – The proposed project is being subdivided from the property of a neighboring parcel; the land is being converted from an undeveloped woodlot with forested wetlands to two (2) buildable lots. This land use change is not incompatible with the current land use of the neighborhood, being predominantly residential areas.

Social-Economic Element – Population

Response – The proposed project will create two (2) single family dwellings, and thus will not have a large influence on the population of the area.

Social-Economic Element – Low/Moderate Income Housing

Response – The proposed project will create two (2) single family dwellings and is not intended to have any form of low/moderate income housing exceptions made for it.

Social-Economic Element – Employment

Response – The proposed project is a small-scale residential development (two lots) and is not required to perform a full analysis of the employment impact caused by the development.

Aesthetics Element – Architecture

Response – The dwelling on the parent lot of the proposed subdivision (R24-12) is a colonial style single family dwelling. Currently, there are no detailed plans for the design of the two proposed homes at this time, proposed designs will be provided at the time a building permit is filed, pending the approval of the subdivision plans.

Aesthetics Element – Lighting

Response – Currently there are no defined plans regarding the placement of lighting within the two (2) proposed residential lots, lighting will most likely be typical for a single-family residence (attached, pedestal, etc).

Aesthetics Element – Landscaping

Response – Currently there are no defined plans regarding landscaping within the two (2) proposed residential lots, landscaping will be typical for single family residential dwelling.

Aesthetics Element – Visual

Response – The proposed project will be partially visible from the road, and abutters, there are believed to be no major aesthetic impacts however, as the area is currently an undeveloped woodlot with little aesthetic value. Post subdivision aesthetic concerns will be dealt with via a landscaping plan, pending a condition of approval by the town.

Master Plans Element

Response – The proposed two single dwellings will be made compatible with the surrounding single residences and local zoning districts.

Municipal Cost/Benefit Element

Response – The proposed project will not have any net positives or negatives to the town of West Newbury with regards to municipal cost.

If you have any questions concerning the attached, or require anything further, please feel free to contact me at your convenience.

Sincerely,

Andover Consultants Inc.



Dennis A. Griecci, P.E., LEED AP

Enclosure

Cc: Property Owners

Town Planner Report

December 19, 2023

Housing Opportunities Initiative (MBTA Community Multi-Family Zoning District)

Dodson & Flinker are refining Draft Zoning Regulations based on Board recommendations.

Next steps are:

- Confirm draft regulations and district/districts (12/19 or 1/2)
- Select Board review of draft regulations and district/districts (12/20 -1/2)
- Submit Pre-Adoption Review Application to EOHLC [90-day window] (Jan)
 - [Pre-Adoption Review Application Form | Mass.gov](#)
- Public outreach [PB meetings, website, article, survey, office hours, other?] (on-going)
- Public Hearing (March)
- Annual Town Meeting (April)

Note public water information below

Housing Production Plan

MVPC working with Consensus Building Institute (CBI) will facilitate an interactive event at the Town Annex in mid-January.

113 Corridor Improvement Study

The Consultant Team is compiling comments from Town Projects Forum. Considering existing conditions and resident feedback the Team will develop draft concept plans for the five focus areas.

River Road Climate Change Resiliency Project

Drone mapping took place on December 6th with residents invited to watch in person and virtually. Consultants also evaluated area culverts on Dec 6th and 12th.

On December 7th the Consultant Team hosted a virtual discussion on tidal rivers and sea level rise. You can watch here: [Climate Change Resiliency Virtual Session - West Newbury \(youtube.com\)](#)

Evergreen Farm – Ash Street

Greenbelt anticipates submitting an ANR Plan for the site tentatively for February 20th.

Proposed New Trails Review Process

A working group led by Wendy Reed and Michelle Green has developed a checklist intended to serve as a framework for requesting/proposing new trails to assure that detailed consideration of the location, access, installation and maintenance of the trails is part of the upfront planning. Stakeholder feedback was solicited at a public meeting on December 13th.

Public Water Information

Water production and use

- West Newbury is permitted to withdraw/produce 200,000 gallons per day from Town wells
- Typical non-summer withdrawal is 140,000 gpd (70% of available)
- Typical summer season withdrawal is as high as 250,000 g/d (125% of available from Town)
- 150,000 gpd purchased from Newburyport during summer season
 - Combined water available is 350,000 gpd (250,000 gpd is 70% of available)
- Summer increase primarily due to irrigation, pools, car washing

Sue Brown, Town Planner

12/14/2023

Town Planner Report

December 19, 2023

Potential impacts of MBTA housing project:

- Max 90 units—estimation using State assumptions (2.8 people/home x 100 gpd) = 25,200 gpd
 - Would bring non-summer withdrawal to 165,200 (83% of available)
 - Would bring summer withdrawal to 275,200 (79% of available)
- Likely buildout 40 units of housing – estimated to withdraw 11,200 gpd - 5.6% increase
 - Would bring non-summer withdrawal to 151,200 (76% of available)
 - Would bring summer withdrawal to 261,200 (75% of available)
- Water use is paid by household, provides income to water department, increases Water Department operating budget

Total number of households using public water

- 1077 meters/water connections
 - 130 gpd per household non summer
 - 232 gpd per household summer
- Using the typical water consumption for W Newbury:40 units = 3.7% increase
 - 5,280 gpd non summer to daily consumption of 140,000 gpd
 - 9,280 gpd summer to daily consumption of 250,000 gpd

Potential Zoning Initiatives

2024 Annual Town Meeting

- MBTA Communities Multi-Family Overlay District
- Definitions

Future Town Meetings

- Inclusionary Housing Bylaw –amend and/or clarify how housing contributions are calculated
- BESS – Battery Energy Storage Systems – new bylaw
- Telecommunications – Update existing bylaw
- Section 4 Use Regulations - convert to a table format
- Section 6.2 Performance Standards – update/revise as needed
- Flood Plain Bylaw – Change map panel numbers to reflect new Charles River Watershed mapping once the map numbers are issued
- Parking/loading Regulations - update
- Stormwater Bylaw – update
- Adult Use of Marijuana Bylaw – potential new bylaw to regulate the building and operation of non-medical marijuana facilities
- Steep Slopes Bylaw – potential new bylaw

Sue Brown, Town Planner
12/14/2023



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	Tree Committee		
Current Membership with Officers noted	Fred Chanania	Chairperson	7/1/21 to 6/30/24
	Margaret (Molly) Hawkins	Vice Chair	7/1/22 to 6/30/25
	Kelly Scott	Recording Secretary	12/6/21 to 6/30/24
	Claudia Woods	Member	7/1/22 to 6/30/25
	Diana Denning	Member	7/1/23 to 6/30/26
	Susan M. Dougherty	Associate Member	7/1/23 to 6/30/24
	Associate Member vacancy		
	Richard Hills 1.	DPW Director Ex Officio	Continuous
Length of Terms	3 years see above		
Meeting Schedule	Third Thursdays each month for 10 meetings per year		
Location of Meetings	Zoom unless otherwise announced		
Responsibility for Posting Meeting Agenda	Chairperson		
Responsibility for Taking Meeting Minutes	Secretary		
Responsibility for Updating Website	Chairperson		
Town Staff Liaison/Support (if any)	Occasional depending on issue Past support has been offered mainly from Town manager, DPW head, Town clerk, and Select Board		
BCC Charge (Review attached excerpt from the 2023 BCC Charge document and note any	Per the Select Board charge: The West Newbury Tree Committee shall: <ul style="list-style-type: none"> • Assist in the identification, protection, and preservation of significant and remarkable trees in West Newbury; • Provide education to the Town and residents of West Newbury on measures that will help to protect and preserve significant and remarkable trees in West Newbury; 		



Board, Commission, Committee Review

differences with your objectives)	<ul style="list-style-type: none"> • Provide information and assistance generally regarding the values, protection, and preservation of the trees and forests in West Newbury.
Accomplishments since the last Evaluation	<p>In addition to creating and maintaining the extensive information on the Tree Committee website (which covers everything anyone wants to know about trees and tree care) and the publicity and outreach on social media related to specific tree-related issues and events, we have an extensive list of specific accomplishments, all of which are also detailed on the Tree Committee website and in the Annual Reports submitted to the town.</p> <p>Some of the accomplishment highlights are:</p> <ul style="list-style-type: none"> • Creating the Tree Committee in 2019; • Establishing a Roster of Significant and Remarkable Trees in West Newbury as a means to educate the residents on the value of our trees and forests; • Coordinating with the Town Tree Warden on matter involving public roadway trees, especially homeowner requests for tree removal; • Using software to estimate the amount of tree cover in West Newbury (59%); • Obtaining a challenge grant from MA DCR to fund the purchase of tree-related equipment; • Conducting a Tree Survey of town residents to assess community priorities for the Tree Committee and publishing a report on the results; • Nominating 4 trees for designation as State Champions, with 2 being so designated and 1 being included as a Legacy Tree (plus 1 nomination not yet acted upon); • Establishing the Mill Pond Tree Trail and providing the signs for 26 species of trees on the Trail; • Holding annual Arbor Day celebrations and tree giveaways; • Holding at least one tree walk per year for residents; • Obtaining certification of West Newbury as a Tree City USA from the Arbor Day Foundation (and obtaining recertification in following years); • Working with the DPW, Select Board, and Planning Board on tree-related matters; • Providing a comprehensive report on EAB and SLF for the Select Board; • Developing and facilitating an Ash Tree Injection program for public roadway ash trees (in conjunction with the DPW and Select Board); • Conducting individual site assessments for residents upon request (around 5-10 per year).
Priorities for the Next Year	<p>Continuing to provide advice and in-person consultation to Town Boards and Town residents on tree-related matters and to provide educational materials on the Tree Committee website and in outreach on social media platforms.</p> <p>Specific items recently discussed as activities to undertake in the coming year include:</p> <ul style="list-style-type: none"> • A new outreach effort to youth groups and potentially charter schools that would involve education about the types of trees in West Newbury and their role in biodiversity and combatting climate change; • Bulk Tree ordering from Chestnut Ridge for interested residents in spring 2024; • Promoting Pile-Don't Burn -- this program would eliminate some of the CO2 emissions from spring burning of brush by town residents;



Board, Commission, Committee Review

	<ul style="list-style-type: none"> • Providing information on diseases that are impacting Beech trees -- this is occasioned by a new emerging problem known as Beech Leaf Disease. Currently, little is known about how lethal this invasive nematode problem is and, in particular, about the effectiveness of any potential treatment methods. The concern is to avoid ineffective treatment for beech trees in the interim before more scientific data are available. • Arbor Day Celebration – continue to follow the program used in the past several years, which includes a Tree Giveaway, children’s program at the library, and possibly a tree walk; • Continue to maintain the status of West Newbury as a Tree City USA; • Follow-up with Select Board and Town Manager on Ash Tree re-injection in coming year, including need, timing, and funding potential for the public roadway trees that survived the first round of injections; and • Additional tree walk(s) with residents
<p>Two Year Priorities</p>	<p>Continuing to provide advice and in-person consultation to Town Boards and Town residents on tree-related matters and to provide educational materials on the Tree Committee website and in outreach on social media platforms.</p> <p>Continuing to keep West Newbury certified as a Tree City USA and to hold annual Arbor Day celebrations.</p> <p>Nominating additional trees for the Roster of Significant and Remarkable Trees.</p>
<p>Five Year Priorities</p>	<p>Continuing to provide advice and in-person consultation to Town Boards and Town residents on tree-related matters and to provide educational materials on the Tree Committee website and in outreach on social media platforms.</p> <p>Continuing to keep West Newbury certified as a Tree City USA and to hold annual Arbor Day celebrations.</p>
<p>How can the Select Board/Town Manager better support the work of this BCC?</p>	<p>Identifying how to assess and address the health of trees on public lands in West Newbury; Develop a long-term plan for tree removal of public roadway ash trees that are dead and dying. This will involve substantial expense and use of a consulting professional arborist may prove to be worthwhile.</p>
<p>Are there other BCC whose work overlaps with yours?</p>	<p>The Town Tree Warden responsibilities overlap significantly with the work and interests of the Tree Committee. Coordination with the Tree Wardens has been outstanding thus far. Conservation Commission and Planning Board actions can also involve trees. We ask that these two organizations increase their efforts to reach out to the Tree Committee when tree-related matters are being discussed.</p>
<p>Is there other input you wish to provide?</p>	<p>None, thanks.</p>
<p>Completed by</p>	<p>Fred Chanania, Tree Committee Chairperson</p>
<p>Date</p>	<p>8/21/2023 and 12/1/2023</p>

Application Information

Application ID: 331763
 Partner: West Newbury
 Program: Tree City USA
 Application Type: Tree City USA
 Start Date: 11/11/2023
 Status: Pending State Review

Primary Contact Information

First Name
Fred

Last Name
Chanania

Title
Tree Committee Chairperson; MA Certified Arborist

Address 1
47 Coffin Street

Address 2

City
West Newbury

State
Massachusetts

Zip Code
01985

Country
United States

Details

Mayor or Equivalent Contact Information

FirstName: Angus
LastName: Jennings
Phone: +1 (978) 363-1100
StreetAddress1: Town Office Building
StreetAddress2: 381 Main Street
City: West Newbury
Country: United States
State: Massachusetts
County: Essex County
ZipCode: 01985

City Forestry Contact Information

FirstName: Fred
LastName: Chanania
Title: Tree Committee Chairperson; MA Certified Arborist
Email: [REDACTED]
Phone: [REDACTED]
City: West Newbury
Country: United States
State: Massachusetts
County: Essex County
ZipCode: 01985

PR/Communications Contact Information

FirstName: Fred
LastName: Chanania
Email: [REDACTED]
City: West Newbury
Country: United States
State: Massachusetts
County: Essex County
ZipCode: 01985

Partner Intake Information

PartnerName: West Newbury
Website: <http://www.wnewbury.org/tree-committee>
DomainVerification: 1
GenericEmail: info@wnewbury.org
PartnerGroup: West Newbury

PartnerSubCategory: Town
Population: 4700
WorksWithSchools: 1
AdditionalStickers: 0

Shipping address for recognition materials

ShippingAddress1: 381 Main Street
ShippingAddress2: Town Office Building
City: West Newbury
County: Essex County
State: Massachusetts
Country: United States
ZipCode: 01985

Standard 1 - A Tree Board or Department

Select which best describes your community

Community has both a Tree Board and a Department Chair/City Manager

Tree Board Chairperson Contact Information

FirstName: Fred
LastName: Chania
Email: [REDACTED]
StreetAddress1: 47 Coffin Street
City: West Newbury
Country: United States
State: Massachusetts
County: Essex County
ZipCode: 01985

Additional Board Member Contact Information

FirstName: Richard
LastName: Hills
Country: United States

FirstName: Margaret
LastName: Hawkins
Email: [REDACTED]
Country: United States

Tree Board Meeting Frequency

Monthly

Please Explain:

Department Chair or City Manager Contact Information

FirstName: Angus
LastName: Jennings
Title: West Newbury Town Manager
Phone: +1 (978) 363-1100
StreetAddress1: Town Office Building
StreetAddress2: 381 Main Street
City: West Newbury
Country: United States
State: Massachusetts
County: Essex County
ZipCode: 01985

Standard 2 - A Community Tree Ordinance

Our Attached Ordinance

Is in effect 24/7/365

Addresses, at the very least, all public trees in our community

Copy and paste relevant language from your community's uploaded ordinance addressing delegation of authority over public trees in the box below.

Copy and paste relevant language from your community's uploaded ordinance addressing clear guidance over public trees in the box below.

Date current tree ordinance was established

05/01/1930

Attach your community's current public tree care ordinance

completed

Ordinance Changes

My community ordinance has not changed this past calendar year

Standard 3 - A Community Forestry Program with an Annual Budget of at Least \$2 per Capita

Community Population

4691

Tree Planting and Initial Care

300

Tree Maintenance

37005

Tree Removal

77450

Management

620

Utility Line Clearance

Volunteer Time (Hours)

202

Are there other costs to report?

Other Costs

Other Costs Description

Total Expenditures:

121798.60

Total Expenditures per capita:

25.96

Community Tree Management Statistics

Number of Trees Planted

75

Number of Trees Pruned

Number of Trees Removed

20

Optional Attachments

Annual work plan (if required by your state)

Supporting Budget Documents

Standard 4 - An Arbor Day Observance and Proclamation

When did your community celebrate Arbor Day?

EventType: Arbor Day Observance

EventDate: 2023-04-29

EventFiles: Arbor Day 2023 Announcement.jpg, Arbor Day 2023 photo.jpeg

ApplicationId: 331763

Attach your signed Arbor Day proclamation

completed

Signature

Mayor Signature

Mayor or Equivalent Signature Method

e-Signature

Download the PDF summary application, sign it, and upload it below.

Upload Signed Document

First Name

Angus

Last Name

Jennings

Professional Title

Town Manager

Date

12/05/2023

As Mayor or Equivalent of the Community I certify that the information in this application is accurate by signing my name below.

Signed

By submitting your application, you are granting the Arbor Day Foundation and its assigns, licensees, successors, representatives, employees, program partners, and agents (collectively, the "Arbor Day Foundation"), the irrevocable and unrestricted right to use uploaded images from this application. You grant the Arbor Day Foundation the irrevocable right to use, copy, prepare derivative works from, distribute, and publish the provided photographs in any medium or means of distribution, including print, social media sites such as Facebook and Twitter and Arbor Day Foundation publications or on its website, for any lawful commercial or other purpose, and to register the copyright of such photographs throughout the world. By granting rights to the photos, you are representing that you own the rights to the uploaded pictures in this application and that Arbor Day Foundation has permission to use said photos.

1

By submitting your application, you agree to the Tree City USA terms and conditions.

MEETING NOTICE

Inter-Municipal Working Group regarding Pentucket Regional Agreement

REC'D TOWN CLERK
2023 NOV 30 PM 3:15

Tuesday, December 5, 2023 at 6:00 pm

Agenda

- I. Introductions
- II. Designate a Chair and Clerk of the Working Group
- III. Review proposed changes to PRSD Regional Agreement
- IV. Review process/timeline to confirm/finalize any proposed changes for potential consideration at the 2024 Annual Town Meetings in Groveland, Merrimac and West Newbury
- V. Set future meeting date(s)
- VI. Adjourn

Location: Pentucket Regional Middle/High School
Room 1136
22 Main Street
West Newbury, MA 01985

Posted Agenda on 11/30/2023 at the Town Offices and the Official Websites of the Town of Groveland, the Town of Merrimac, and the Town of West Newbury



COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

Cable Advisory Committee

Under Massachusetts regulations, an Issuing Authority ("IA"), such as the mayor of a city or the board of selectmen of a town, may appoint a Cable Advisory Committee ("CAC") to advise the IA throughout the licensing process. 207 C.M.R. § 3.01(3). In many instances, the CAC remains as an active committee throughout the term of the license. Currently, there are over 280 CACs in the Commonwealth. The composition of the CAC is determined by the IA, including the number of members on the CAC.

The IA may, at its discretion, define the role and responsibilities of the CAC to the extent permitted under G.L. c. 166A. Thus, there is almost complete local control as to the tasks assigned to an advisory committee, so long as these tasks do not conflict with the statutory requirements of the IA in G.L. c. 166A. While an IA may delegate to a CAC the authority to negotiate a license agreement, an IA may not delegate authority to execute such an agreement. CAC responsibilities vary according to the current status of the license or the objectives of the IA. The following list includes some typical responsibilities assigned to CACs in the Commonwealth:

- Inform and educate the public about cable television service;
- Assess the cable needs of the community and recommend policy changes;
- Conduct regular meetings with cable company representatives to discuss matters of mutual interest;
- Report to the IA on company compliance with the license;
- Supervise the cable operator's response to complaints;
- Respond to citizen's questions regarding the cable television system; and
- Keep abreast of community programming issues.

CACs are considered "governmental bodies" within the purview of the Massachusetts Conflict of Interest law, G.L. c. 268A.

Recognizing that CACs fulfill an important and valuable link between the IA, the licensee, and the citizens of the community, the Department of Telecommunications and Cable ("Department") seeks to build positive professional relationships with the CACs. The Department's staff works closely with local committees to educate them on the licensing process and improve information-sharing.

The Department's program includes an informational presentation available to communities. Please contact the Department to schedule a presentation or to discuss any cable licensing matter.

Updated January 2015

CABLE TELEVISION LICENSE RENEWAL PROCESS

A PRACTICAL GUIDE

Updated March 2015

**Prepared by the Massachusetts Department of
Telecommunications and Cable**

**1000 Washington Street, Suite 600
Boston, MA 02118-6500
617-305-3580
www.mass.gov/dtc**

INTRODUCTION

This Practical Guide is presented by the Massachusetts Department of Telecommunications and Cable (“Department”) in our supervisory role with respect to cable television licensing. Under both federal and Massachusetts law, no cable operator may construct and/or operate a cable television system in a community without first obtaining a license. In Massachusetts, the city manager, mayor or board of selectmen is responsible for issuing a license and, hence, is designated as the Issuing Authority. Since Massachusetts law limits the term of a license, Issuing Authorities must periodically review and renew licenses. The Department oversees the licensing renewal process, which has been established under federal law, and supplemented by our regulations.

By establishing a formal renewal process, Congress sought to protect a municipality’s right to a cable system that is responsive to the needs and interests of the local community. Congress also sought to protect cable operators, which have invested in infrastructure in a community, from an unfair denial of a renewal license. The Department’s goal in developing this Practical Guide is to ensure that both municipalities and cable operators are aware of their rights and responsibilities as they contemplate license renewal and to guide them through the process.

In this Practical Guide, the Department first presents an overview of the role of government in cable television licensing. We describe each level of regulatory oversight with a focus on the resources available to Issuing Authorities. Next, the Department outlines the formal renewal process, highlighting the rights and responsibilities of each party under that process. Lastly, we discuss an alternative method by which parties may negotiate informally to reach an agreement. Since there are no procedural protections in informal negotiations, we recommend that this method be used only where there are no contested issues between the parties.

The guidance we provide herein offers both Issuing Authorities and cable operators direction on the most prudent manner in which to proceed under the rules established by Congress so that each party's rights and interests are protected. The information in this Practical Guide is necessarily general in nature. The Practical Guide is not a substitute for particularized advice from an attorney. In addition, federal and Massachusetts laws and regulations are subject to change. Therefore, persons should refer to the current Massachusetts General Laws, the Code of Massachusetts Regulations, the federal Communications Act of 1934, as amended, or the appropriate federal rules and regulations, or they may consult the Department with case-specific questions.

THE ROLE OF GOVERNMENT

Licenses to construct and/or operate cable television systems are granted by the “Issuing Authority” of a city or town. Pursuant to section 1 of chapter 166A of the Massachusetts General Laws, the Issuing Authority is the mayor of a city, the board of selectmen of a town, or the city manager of a city with a plan D or E charter. The Issuing Authority decides initially whether to go forward with the licensing process, recommends services and terms to be included in the license, and decides whether to grant a license. Upon license renewal, the Issuing Authority reviews the performance of the cable operator, determines the services and terms to be included in the renewal license, and decides whether to grant a renewal license.

The Issuing Authority takes these actions within the framework provided by federal and state law. Congress has enacted a series of laws that establish many of the substantive and procedural requirements governing cable television licensing. For example, federal law requires that each operator obtain a license to service a particular area, and that the license be non-exclusive. Federal law also specifically addresses local access programming and franchise fees. Further, federal law establishes the process by which licenses are granted and renewed. The Federal Communications Commission (“FCC”) is charged with ensuring that cable operators and licensing authorities comply with federal law.

In addition to federal oversight regulation, many states have enacted laws regarding cable television regulation. In Massachusetts, the Department oversees cable television licensing and ensures that municipalities and cable operators comply with both federal and state law, particularly where state law is more restrictive than federal law. For example, state law limits the term of a license to 15 years for an initial license and ten years for a renewal license. The Department also acts as an appellate body, as a cable operator may appeal to the Department for review of an Issuing Authority decision.

Since it is the Department’s enabling legislation and regulations promulgated thereunder that establish the regulatory framework for Issuing Authorities to follow, the Competition Division has created the position of Municipal Liaison to bridge these two bodies. The Municipal Liaison’s chief function is to assist municipal officials as they work through the licensing process. The Municipal Liaison will meet with local governments to explain the statutory and regulatory requirements. The Department maintains, as public records available for inspection, a copy of each license granted in Massachusetts. In addition, we maintain, on our website, an electronic library of many of the licenses executed in Massachusetts. By providing this assistance, the Department seeks to ensure that Issuing Authorities act in compliance with federal and state law to obtain a license that best serves the needs of the community.

THE FORMAL RENEWAL PROCESS

Under federal and Massachusetts law, cable operators may not provide cable television service without obtaining a license from the Issuing Authority. Congress anticipated that cable operators would seek renewal licenses in order to continue providing cable television service in areas where money has been invested in infrastructure. Congress also recognized that municipalities should review the performance of a cable operator and ensure that the operator continues to meet the community's needs and interests. Thus, Congress established a formal renewal process that considers each of these interests. By following the formal renewal process, Issuing Authorities protect their right to a cable television system that serves the needs and interests of the community and cable operators protect their investment from a unfair denial of a renewal license. An Issuing Authority or cable operator must explicitly invoke the protections of the formal renewal process. Generally, each party must notify the other that it intends to proceed under the formal process.

The framework set forth by federal law provides a 36-month period in which to conduct license renewal proceedings. This 36-month period is often referred to as the "Renewal Window." The process consists of two phases: 1) reviewing the cable operator's performance under the current license and ascertaining the needs and interests of the community ("Ascertainment"); and 2) applying the results of the first phase to the review of the cable operator's proposal. The Department recommends that a municipality complete the first phase within 24 months. At most, the ascertainment phase should not extend longer than 30 months. This timeframe affords the municipality sufficient time to review and consider the cable operator's proposal and make a determination whether to grant renewal of the license before the current license expires.

PHASE I -ASCERTAINMENT

COMMENCEMENT

The formal renewal process must begin between 36 and 30 months prior to expiration of the license. The Issuing Authority may commence the formal renewal process on its own initiative and must inform the cable operator that it has done so. While there is no specific action that an Issuing Authority must take in order to demonstrate it has commenced the formal renewal process, the Issuing Authority should perform some tangible act to begin to ascertain the community's cable-related needs and interests. For example, the Issuing Authority could begin to survey the community or hold a public hearing.


Most often, the cable operator will request, in writing, that the Issuing Authority commence the renewal process. The cable operator will make this request between 36 and 30 months prior to the expiration of the license. If the cable operator requests that the Issuing Authority commence the renewal process, the Issuing Authority must begin ascertaining the community's cable-related needs and interests within six months of receiving the cable operator's request.


In either case, the letter requesting commencement of the formal license renewal process or advising that a community has commenced the formal renewal process is called a "Renewal Letter." The Renewal Letter is often referred to as the "626 letter" (626 refers to the section of the federal Communications Act that sets forth the franchise renewal process).

The protections of the formal renewal process must be invoked in a timely manner, that is between 36 and 30 months prior to the expiration of the current license. If neither the Issuing

Summary of Comments on Comcast Expiration Notice.pdf

Page: 6

 Number: 1 Author: execassistant Subject: Highlight Date: 12/8/2023 10:54:46 AM
Current license set to expire 12/31/26 Deadline to request formal renewal process June 30, 2024

 Number: 2 Author: execassistant Subject: Highlight Date: 12/14/2023 8:24:22 AM
Must be invoked January 2024-June 2024

Authority nor the cable operator requests commencement of the formal process within this period, the opportunity to conduct the renewal license under the formal renewal process expires and neither party is able to claim the protections provided by federal law.

ASCERTAINMENT


Ascertainment is a series of actions taken by the Issuing Authority by which the Issuing Authority reviews the cable operator's performance under the existing license and identifies the cable-related needs and interests of the community. Many Issuing Authorities find it helpful to appoint a committee to assist in gathering information about a cable operator's performance and the community's needs and interests. The size and make-up of the cable advisory committee ("CAC") is determined by the Issuing Authority, and its members may include both residents and non-residents of the community. A CAC is considered a governmental body within the purview of the Massachusetts conflict of interest laws, at General Laws chapters 268A and 268B, and is subject to the guidelines contained therein.


The Issuing Authority, in appointing a CAC, should define the CAC's role and duties. Under Massachusetts law, only the Issuing Authority may make the final licensing decision. However, this does not preclude the Issuing Authority from relying on the CAC's recommendations.

An Issuing Authority and its CAC may choose a wide variety of methods to assess the cable operator's past performance and determine the future needs and interests of the community. An Issuing Authority may:

- Hold a public hearing. While a public hearing is required after receipt of the cable operator's proposal as part of the Issuing Authority's deliberative process, some municipalities choose to hold additional hearings during the ascertainment phase to solicit input from the community with respect to the cable operator's performance as well as the future needs and interests of the community;
- Conduct a municipality-wide survey;
- Meet with community organizations such as schools, senior citizen centers, and police and fire services to determine their proposed needs;
- Review the current license held by the cable operator in the municipality to determine, for example, which terms and conditions have been particularly beneficial to the community;
- Review the cable operator's financial forms (CTV Forms 200 and 400);
- Review consumer complaint records, including CTV Form 500 and municipal records;
- Obtain and review a map of the service area (often referred to as a street or strand map) to determine, in part, whether there are unserved parts of the community;
- Tour the cable operator's technical facilities (i.e., headend) and PEG access studio; and
- Review licenses granted by other communities in Massachusetts (many have been filed electronically and are available at the Department's web page).

 Number: 1 Author: execassistant Subject: Highlight Date: 12/8/2023 10:34:03 AM

 Number: 2 Author: execassistant Subject: Highlight Date: 12/14/2023 8:25:59 AM
See following comment for potential items to delegate to the CAC

 Number: 3 Author: execassistant Subject: Highlight Date: 12/8/2023 11:27:47 AM
Potential delegation to CAC. While the CAC could hold preliminary public hearings, a town wide survey could yield similar and hard copy results.

Within the review process, the SB will need to approve if future cable needs/interests will be reasonably met. Recommendation from the CAC would be reasonable on this topic.

There is no law or regulation that explicitly establishes a deadline by which an Issuing Authority must complete ascertainment. The Department has interpreted federal law as requiring Issuing Authorities to complete ascertainment no later than six months prior to the current license expiration date. The better practice, however, is to ensure that ascertainment is complete 12 months prior to license expiration in order to maximize the amount of time an Issuing Authority has to review a cable operator's proposal. Under federal law, a cable operator may not submit a formal renewal proposal until the Issuing Authority has completed ascertainment. This timeline allows a cable operator to respond to the results of the ascertainment studies in preparing its proposal. Upon receipt of the proposal, an Issuing Authority has only four months, or until the expiration of the current license, whichever occurs first, to make a determination on the proposal. Prolonging completion of the ascertainment thus reduces the amount of time during which an Issuing Authority may review and deliberate on a cable operator's proposal.

Under Massachusetts regulations, the Issuing Authority must notify the cable operator in writing upon completion of ascertainment. In its written notification, the Issuing Authority must specifically state the date that ascertainment was complete. The Issuing Authority should provide its ascertainment results as a part of a Request for Proposals ("RFP"). Presenting the ascertainment results to the cable operator is critical in demonstrating the community's needs and without it, a proposal in response to an RFP may not accurately represent the community's needs.


As part of the RFP, the Issuing Authority may provide the cable operator with a draft license in its RFP that contains terms and conditions consistent with the ascertainment results. The Issuing Authority should provide a reasonable deadline for the cable operator to respond to the RFP, that is, to submit what is known as the Formal Renewal Proposal. Generally, a period of at least 30 days is considered a reasonable response time. However, in establishing a deadline for responses, the Issuing Authority must be aware of the length of time remaining before the current license expires.


PHASE II - REVIEW OF PROPOSAL


After the Issuing Authority has completed ascertainment, the cable operator may (on its own initiative) or must (within the time frame established by the Issuing Authority in the RFP) submit its renewal proposal. The cable operator submits its proposal on the Department's Form 100 and often supplements it with additional information.

Upon receipt of the proposal, the Issuing Authority must:

- 1) provide prompt public notice that the cable operator has submitted a renewal proposal; and
- 2) during the four-month period that begins upon the receipt of the proposal, renew the franchise or issue a preliminary assessment that the franchise should not be renewed; and
- 3) at the request of the cable operator or on its own, commence an administrative proceeding to consider whether:
 - A) the cable operator has substantially complied with the material terms of the existing franchise and with applicable law;

 Number: 1 Author: execassistant Subject: Highlight Date: 12/14/2023 8:26:38 AM
Ascertainment Completion Deadline:
June 2026/ 6 months
January 2026/12 months

 Number: 2 Author: execassistant Subject: Highlight Date: 12/14/2023 8:27:05 AM
September 2026

 Number: 3 Author: execassistant Subject: Highlight Date: 12/8/2023 11:30:49 AM
Required through formal renewal process

 Number: 4 Author: execassistant Subject: Highlight Date: 12/8/2023 11:29:05 AM

- B) the quality of the cable operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the cable system, has been reasonable in light of community needs;
- C) the cable operator has the legal, financial, and technical ability to provide the services, facilities, and equipment as set forth in the cable operator's proposal; and
- D) the cable operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

If the Issuing Authority determines, upon initial review of the proposal, that it will accept the cable operator's proposal and grant the license, there is no need to commence an administrative proceeding. Nonetheless, under the Department's regulations, **the Issuing Authority must conduct a public hearing to allow the public an opportunity to comment on the cable operator's proposal.**

The administrative proceeding is an evidence gathering proceeding that must be conducted so as to afford both the Issuing Authority and cable operator due process, including the right to introduce evidence, question witnesses, and require the production of evidence. If the Issuing Authority bases the preliminary denial of the renewal proposal on criteria (A) or (B), the Issuing Authority must provide the cable operator with notice of non-compliance and an opportunity to cure.

At the conclusion of the administrative proceeding, the Issuing Authority must issue a written decision granting or denying the cable operator's proposal for renewal.

GRANTING A RENEWAL LICENSE


If the Issuing Authority determines that the cable operator satisfies each of the four criteria, and decides to grant a renewal license to the cable operator, the Issuing Authority must issue a public, written statement detailing the reasons for the grant of the renewal. The Issuing Authority must file a copy of the issuing statement, renewal license, and license application (Form 100) with the Department within seven days of granting the license. In addition, the Department requests that the Issuing Authority also submit the license in electronic format.

DENYING A RENEWAL LICENSE

If the Issuing Authority determines that the cable operator has failed to satisfy one or more of the criteria, and has not cured any claimed non-compliance, the Issuing Authority must issue a written statement detailing the reasons for its denial within 14 days of the decision to deny. The written decision must include the basis for the denial, that is, identify which of the four criteria the cable operator did not satisfy. The Issuing Authority must file a copy of this statement along with the renewal proposal (Form 100) with the Department.

APPEAL OF ISSUING AUTHORITY DECISION

A cable operator who is aggrieved by a decision of an Issuing Authority to deny a renewal license may appeal to the Department for review of that decision. Any such appeal must be filed within 30 days of the date of the Issuing Authority decision.

 Number: 1 Author: execassistant Subject: Highlight Date: 12/8/2023 11:41:10 AM
Required within four months of receiving the proposal.

Required written decision post approval/denial of renewal.

INFORMAL NEGOTIATIONS

While Congress established the formal renewal process, Congress also determined that where Issuing Authorities and cable operators are able to negotiate an agreement outside of the formal renewal process, they should be allowed to do so in a manner that best fits the parties' needs. That is, where a municipality has a good working relationship with a cable operator and there are no compliance issues, the parties are not required to follow the formal process. Rather, the parties may negotiate an agreement informally. Since there are no procedural safeguards in informal negotiations, this method should be used only where there are no contested issues between the parties.

When negotiating informally, a cable operator may submit a proposal for the renewal of a license at any time, and the Issuing Authority may, after affording the public adequate notice and an opportunity to be heard, grant or deny such a proposal. By negotiating informally, parties avoid the time requirements of the formal process. For example, Issuing Authorities are not obligated to review a cable operator's proposal within 120 days, as required under the formal process. However, even with informal negotiations, state law requires that the Issuing Authority hold a public hearing on the cable operator's proposal.

There is no regulatory requirement that an Issuing Authority conduct ascertainment if it chooses to negotiate with a cable operator rather than follow the formal process. Nevertheless, the Issuing Authority's negotiating position can only be enhanced if it has ascertainment results to substantiate its requests. It is highly recommended that an Issuing Authority conduct some form of ascertainment prior to entering into negotiations with a cable operator.

In practice, cable operators in Massachusetts will often request an Issuing Authority to commence the formal renewal process, but simultaneously request that the parties negotiate informally. Thus, the parties actually enter into informal negotiations while conducting the formal renewal process. While this is acceptable, there are two potential areas where confusion may result:

1) The Nature of the Proposal - Formal Proposal versus Informal Proposal


There is a distinction between a proposal submitted for discussion purposes and one that is submitted as a formal renewal proposal, namely, the submission of the formal renewal proposal triggers the 120-day review period. In order to avoid any confusion or violation of process, an Issuing Authority negotiating informally should ensure that the cable operator identify any informal proposal submitted as "Informal" or "For Informational Purposes Only."

2) "Reservation of Rights"

As indicated above, often a cable operator will request that the parties negotiate informally, while "reserving its rights" under the formal renewal process. In essence, the cable operator protects itself from an unfair license denial, but is relieved of following the strict time requirements of the formal process. The Issuing Authority is similarly relieved of the strict requirements of the formal process, including the requirement to conduct ascertainment. However, it is unlikely that a decision to deny a license will stand without appropriate ascertainment to support it. Thus, it is recommended that an Issuing Authority conduct ascertainment even when negotiating informally. Moreover, if informal negotiations do not result in a renewal license, the cable operator may revert back to the formal process, and submit a formal renewal proposal for the Issuing Authority's consideration. The review is

limited to 120 days under federal law¹ therefore, in order to ensure that sufficient time exists for the Issuing Authority to review a formal proposal, the Department recommends that an Issuing Authority complete ascertainment 12 months prior to the license expiration date, but absolutely no later than six months prior to the license expiration date.

Informal negotiations may be a productive and efficient means for many Issuing Authorities and cable operators to reach mutually agreeable license terms, particularly where the parties have developed a solid professional relationship. However, where a party which has agreed to proceed informally has “reserved its rights” under the formal renewal process, both parties should proceed with the understanding that the requirements of the formal process may become applicable.

 Number: 1 Author: execassistant Subject: Sticky Note Date: 12/14/2023 8:37:00 AM
Informal negotiations could lead to a shorter review period if approval of renewal is not reached

REFERENCES

RELEVANT LAWS AND REGULATIONS

Massachusetts General Laws, Chapter 166A

Code of Massachusetts Regulations, 207 C.M.R. §§ 3.00-10.00

United States Code, 47 U.S.C. § 546

ADDITIONAL RESOURCES

Information regarding cable television licensing may be found on the Department's website at <https://www.mass.gov/cable-television-information>. The Department's website also provides several licenses in electronic format that are available for download.

A comprehensive glossary of cable-related terms is available on the Department's website at <https://www.mass.gov/service-details/glossary-of-cable-terms>.



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: December 15, 2023
RE: Children's Castle lease

Under Sec. 8(j) of the Town Manager Act (excerpted in relevant part):

“The town manager shall have jurisdiction over the rental of all town facilities and real property. The use of town property shall not conflict with policies, rental fees and other practices established by the select [board].”

With the current 3-year lease due to expire at the end of March, 2023, we will need to issue an RFP or RFQ to comply with procurement requirements.

This is a request for the Select Board to authorize initiation of a procurement process expected to result in execution of a new lease with an eligible respondent to begin April 1, 2024.

This is also a request for the Board to consider what rent would be expected for a new 3-year lease, as well as whether you would intend to modify any other terms of the current form of lease. (The current lease is enclosed).

My office and the Chief Procurement Officer will proceed based on the Board's policy direction.



Town of West Newbury
Board of Selectmen
Monday, February 1, 2021
381 Main Street, Town Office Building
www.wnewbury.org

Minutes of Meeting

J. Approve Form of Request for Qualification (RFQ) for Lease of Children's Castle:

Chairman Archibald updated on this topic. (See Exhibit J, pages 56 through 60 for information) Stated the lease for the Children's Castle by the Commonwealth, need to put out for bid since using a Town resource that has to be accessible to anyone who wants to bid on it. Selectman Parker questioned whether anything above \$35,000 needs an RFP or RFQ put out for bid. Town Counsel McCarron stated that's correct, but in this circumstance, using the process of a Request for Qualifications. The Board is setting a lease rate and looking for quality daycare providers where a selection committee will choose the potential tenant based upon a list of criteria set forth in order to get the best provider for the property. Selectman Parker added that it's required to do this statutorily.

Motion made by Selectman Parker for the Town to proceed with a Request for Qualifications for leasing a portion of the John C. Page School to a quality daycare provider for three years, with a monthly rent commencing April 1, 2021 at \$12,078 per month for the first year, \$12,320 per month for the second year, and \$12,566 per month for the first year. Seconded by Selectman Kemper.

Yes 3, No 0

2021 2024 Children’s Castle Lease

1. PARTIES

LESSOR, TOWN OF WEST NEWBURY, a municipal corporation, having a usual place of business at 381 Main Street, West Newbury, MA 01985

does hereby lease to

THE CHILDREN’S CASTLE, INC. a Massachusetts Corporation having a usual business address at 694 Main Street, West Newbury, MA 01985 (hereinafter “LESSEE”, which expression shall include its successors, executors, administrators, and assigns where the context so admits,) and the LESSEE hereby leases the following described premises:

2. PREMISES

The Property located at 694 Main Street, West Newbury, MA 01985 commonly referred to as the “Children’s Castle Wing” consisting of the following floor areas.

First Floor	2,670
Second Floor	2,670
Third Floor	<u>2,670</u>
Total	8,010

together with the right to use in common, with others entitled thereto, the hallways, stairways, designated parking areas and other means of access necessary to serve said leased premises,

3. TERM

(fill in)

The term of this lease shall be for three years commencing on April 1, 2021 and ending on March 31, 2024.

4. RENT

The LESSEE shall pay to the LESSOR rent in advance in monthly installments as follows:

<u>Year Beginning</u>	<u>Monthly Fee</u>
April 1, 2021	\$12,078.00
April 1, 2022	\$12,320.00
April 1, 2023	\$12,566.00

5. UTILITIES

The LESSOR shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating seasons 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 said building, or to any cause beyond the LESSOR's control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

**6. USE OF
LEASED
PREMISES**
(fill in)

The LESSEE shall use the leased premises only for the purpose of a licensed child day care facility and only to the extent authorized by such license.

**7. COMPLIANCE
WITH LAWS**

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law of any municipal by-law or ordinance in force in the city or town in which the premises are situated. Said uses shall also comply with the requirements of the lease by and between the Pentucket Regional School District and the Town of West Newbury.

**8. FIRE
INSURANCE**

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased 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

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. LESSEE shall be responsible for the orderly keeping and removal of rubbish associated with the use of the premises and may maintain appropriate dumpsters or other such receptacles on school grounds at its own expense in areas designated thereof by the LESSOR. LESSEE shall be responsible for the removal of snow and ice from the walkways and entrances immediately adjacent to the Leased Premises. The LESSEE shall not permit the leased 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.

**A. LESSEE'S
OBLIGATIONS**

**B. LESSOR'S
OBLIGATIONS**

The LESSOR agrees to maintain the structure, heating, electrical, water and sewage systems of the building of which the Leased Premises are a part during the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those whose conduct the LESSEE is legally responsible.

LESSOR shall coordinate with the Pentucket Regional School District for the removal of snow and ice from all driveways and walkways that are not for exclusive access to the leased Premises.

- 10. ALTERATIONS ADDITIONS** The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. 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 leased premises 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 alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.
- 11. ASSIGNMENT SUBLEASING** The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. 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. LESSOR'S ACCESS** The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased 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 leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
- 13. INDEMNIFICATION AND LIABILITY**
(fill in) The LESSEE shall save the LESSOR harmless from all loss and 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. LESSEE shall save LESSOR harmless from all loss or damage occasioned by any nuisance made or suffered on the leased premises,
- 14. LESSEE'S LIABILITY INSURANCE** The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000.00) with property damage insurance in limits of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR 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 within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days

prior written notice to each assured named therein.

**15. FIRE
CASUALTY -
EMINENT
DOMAIN**

Should a substantial portion of the leased 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 leased 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 if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased 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 leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

**16. DEFAULT
AND BANK-
RUPTCY**

In the event that:

(fill in)

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) 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 not be 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 for creditors.

then the LESSOR shall have the right thereafter, which such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. 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, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 12% per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

17. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or

to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased 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 leased premises or to the occupancy thereof shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at the agreed mailing address.

18. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased 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 leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, 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 sum due hereunder, or to destroy such property.

19. OTHER

SECURITY – LESSEE shall by written schedule keep the Principal of the John C. Page School informed at all times as to the persons in possession of keys providing access to the leased premises and other portions of the LESSOR'S property and as to all maintenance schedules of the LESSEE. The parties shall cooperate with the Pentucket Regional School District in implementing security procedures as may be deemed appropriate by the LESSOR in conjunction with the Pentucket Regional School District.

ACTIVITY SCHEDULE – The parties shall regularly consult with the Pentucket Regional School District such that all school activities and the LESSEE'S activities do not conflict over or otherwise overload available resources. Consultation and coordination shall occur regularly with respect to the following guides by the Principal of the John C. Page School that wherever consistent with public safety, school policy, and the school's achievement of its educational goals and responsibilities, the LESSEE shall have access to other resources of the LESSOR provided any additional cost in providing such access to other resources of the LESSOR is coordinated with and acceptable to the said Principal, including:

- A. Traffic flow – arrivals and departures
- B. Playground schedules
- C. Fire drills
- D. Cafeteria access
- E. Summer schedules
- F. Snow day – plowing

- G. Student capacity
- H. Afternoon programs
- I. Field trips.

LESSEE shall coordinate with the Principal of the John C. Page School use of any of the core facilities of the School in accordance Pentucket's Use of Facilities Policy in force at the time of the requested use.

UPON WITNESS WHEREOF, the said parties hereunto set their hands and seals this 24th day of March, 2021.

THE TOWN OF WEST NEWBURY

Glennie Rogus
BY:

[Signature]
BY:

ACCEPTANCE OF DEED

On this ____ day of _____, 202____, the Town of West Newbury, acting by and through its Select Board pursuant to the vote taken under Article 14 of the April 24, 2023 Annual Town Meeting, a certified copy of which is attached hereto and incorporated herein, hereby accepts, for open space, conservation and passive recreation purposes, the deed to property located on Poor House Lane, West Newbury, and described in a deed recorded with the Essex South District Registry of Deeds in Book _____, Page _____, which property is to be under the care, custody and control of the West Newbury Conservation Commission under the provisions of G.L. c. 40, § 8C.

TOWN OF WEST NEWBURY,
By its Select Board

Wendy Reed, Chair

Richard Parker, Vice Chair

Christopher Wile, Clerk

COMMONWEALTH OF MASSACHUSETTS

Essex, ss:

On this ____ day of _____, 202____, before me, the undersigned notary public, personally appeared _____, member of the West Newbury Select Board, proved to me through satisfactory evidence of identification which was _____, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of West Newbury.

Notary Public
My Commission Expires:

894638/WNEW/0129

ACCEPTANCE BY CONSERVATION COMMISSION

On this ____ day of _____, 2023, the Town of West Newbury, acting by and through its Conservation Commission pursuant to the authority granted by G.L. c. 40, § 8C and the vote taken under Article 14 of the April 24, 2023 Annual Town Meeting, hereby accepts, for open space, conservation and passive recreation purposes, the care, custody, management and control of the property on Poor House Lane, West Newbury, and described in a deed recorded with the Essex South District Registry of Deeds in Book _____, Page ____.

TOWN OF WEST NEWBURY,
By its Conservation Commission

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

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

Notary Public
My Commission Expires



(SPACE ABOVE THIS LINE RESERVED FOR REGISTRY OF DEEDS USE)

QUITCLAIM DEED

We, **Jane B. Austin and John J. Austin, as Trustees of the Austin Realty Trust II u/d/t dated November 29, 2005**, with an address of 101 Heather Drive, Lynnfield, Massachusetts 01940, as evidenced by that Trustee Certificate under M.G.L. Ch. 184, Sec. 35 filed with the Southern Essex District Registry of Deeds in Book 34573 at Page 499,

For consideration of Seven Hundred Five Thousand Dollars and 00/100 (\$705,000.00) paid, the receipt and sufficiency of which are hereby acknowledged,

grant to the **Town of West Newbury, a municipal corporation**, acting by and through its Select Board pursuant to the vote taken under Article 14 of the April 24, 2023 Annual Town Meeting , a certified copy of which is attached hereto and incorporated herein, with a usual place of business at 381 Main Street, West Newbury, Massachusetts 01985, for open space, conservation and passive recreation purposes, with the Conservation Commission having the care, custody and control of the premises described below under the provisions of G.L. c. 40, §8C and the provisions of Article 97 of the Massachusetts Constitution,

with *Quitclaim Covenants*,

A certain parcel of land situated in West Newbury, Essex County, Massachusetts, on the Northerly side of Archelaus Hill Place, and being shown as “Lot 2A” and “Lot 2B” on that certain plan entitled “Definitive Plan Poor House Lane,” prepared by Cammett and Kutensky Engineering Inc., dated January 17, 1983, and recorded in the Southern Essex District Registry of Deeds in Plan Book 177 as Plan 37. Said Lot 2A contains 12.57 acres, more or less, and said Lot 2B contains 19.56 acres, more or less, according to said plan.

We, the undersigned, under the pains and penalties of perjury, declare that this property is currently unimproved land and is not homestead property and was not the principal residence of the Grantor or any other person.

*See Project Agreement recorded herewith.

*See Vote attached hereto.

Property Address: Lot #2A and Lot 2B, Archelaus Hill Place and Poor House Lane, West Newbury, Massachusetts

Being the same premises described in a deed from John J. Austin to Grantors herein, dated October 19, 2015, and recorded in Book 34573, Page 501.

No deed stamps are due pursuant to G.L. c. 64D, §1. The Grantors certify compliance with the provisions of G.L. c. 7C, §38.

[Signatures on Next Page]

EXECUTED under seal on this 7th day of December 2023.

Jane B. Austin
Jane B. Austin as Trustee of the Austin Realty Trust II

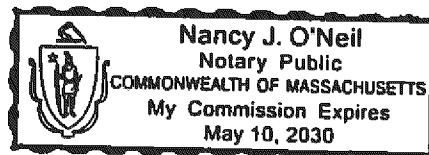
John J. Austin
John J. Austin as Trustee of the Austin Realty Trust II

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 7th day of December, 2023, before me, personally appeared Jane B. Austin and John J. Austin, as Trustees of the Austin Realty Trust II, proved to me through satisfactory evidence of identification, by showing me a copy of their identification, which was US Passport, or personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose and who swore or affirmed that the contents contained therein are truthful and accurate to the best of their knowledge and belief.

Nancy J. O'Neil
Notary Public
My Commission Expires:





TOWN OF WEST NEWBURY

James RW Blatchford
Town Clerk

381 Main Street
West Newbury, MA 01985
978-363-1100 ext. 110
Townclerk@wnewbury.org

May 16, 2023

Mr. Angus Jennings, Town Manager
Town of West Newbury
381 Main Street
West Newbury, MA 01985

Dear Mr. Jennings,

The following is a report of items voted at the Annual Town Meeting which convened on April 24, 2023 and adjourned the same date, together with other votes affecting the finances of the Town.

Pursuant to the Warrant issued by the Select Board on April 7, 2023, which was posted on April 10, 2023 according to law by Constable Brian Richard, who made proper return of his doings thereon, the Annual Town Meeting was to be held on April 24, 2023 at the Town Annex, 379 Main Street, West Newbury, MA. The meeting was called to order at 7:32 P.M. by the Town Clerk James RW Blatchford, upon report of a quorum of 90 or more registered voters. 280 voters were in attendance.

ARTICLE 14.

The Finance Committee unanimously recommended approval of this Article.

Select Board member Wendy Reed moved that the Town vote to appropriate and transfer from Community Preservation Act funds, pursuant to G.L. c. 44B, the sum of \$705,000, with \$142,178 from the Open Space and Recreation Fund Balance and \$562,822 from the Undesignated Fund Balance, in conformity with the applications submitted, for the purpose of acquiring for open space, conservation and passive recreation purposes, certain parcels of land containing a total of 32 acres, more or less, which parcels are located on Poor House Lane, shown on Assessors' Map R14 as Parcels 30 and 30F, and also shown as Lots 2A and 2B on a plan entitled "Definitive Plan, Poor House Lane", dated January 7, 1983, prepared by Cammett and Kutensky Engineering, Inc., recorded with the Southern Essex District Registry of Deeds in Plan Book 177, Plan 37, and costs incidental or related thereto, and to authorize the Select Board to acquire said land by purchase, gift and/or eminent domain on such terms as the Select Board deems appropriate, which land shall be held under the care, custody and control of the Conservation Commission for the foregoing purposes pursuant to G.L. c. 40, §8C; and further to authorize the Select Board, the Conservation Commission, and/or their

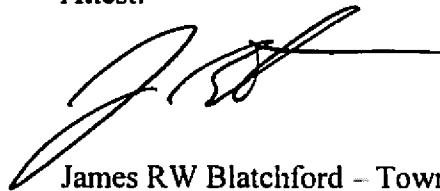
designee to apply for, accept and expend funds from the Commonwealth of Massachusetts or other public or private sources to defray all or a portion of the costs of acquisition, including, but not limited to, grants and/or reimbursements from the Commonwealth under G.L. c. 132A, §11 (the so-called LAND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

The motion was seconded by Select Board Chair David Archibald.

Open Space Committee member John Dodge gave a report on the Open Space Committee's favorable recommendation of this Article.

With there being no discussion, the Town Moderator called for a vote, and declared that the Motion carried.

Attest:

A handwritten signature in black ink, appearing to read 'J. Blatchford', with a long horizontal line extending to the right.

James RW Blatchford – Town Clerk

CC: Greenbelt, Essex County's Land Trust

Greater Amesbury Public Health Excellence Group
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between cities and/or towns of Amesbury, Georgetown, Groveland, Merrimac, Newbury, Newburyport, Rowley, and West Newbury, hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” and Amesbury, in its capacity as Host Agent of the Greater Amesbury Public Health Excellence Group, (hereinafter referred to as “Greater Amesbury PHE Group”) this ____ day ____ 2023, as follows:

WHEREAS, the City of Amesbury was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report; and

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements; and

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth by entering this Agreement; and

WHEREAS, the City of Amesbury, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Inspectional Services, who shall hereinafter be referred to as the “Program Manager”, and

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

NOW THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. **The Public Health Services Collaborative**. There is hereby established a collaborative of the Municipalities to be known as the (“Greater Amesbury PHE Group”), which shall hereinafter be referred to as the “Collaborative.” The Collaborative, acting by and through an Advisory board (“Advisory Board”) as established in Section 5 of this Agreement, and Shared Services Manager, supervised by the Program Manager will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the (City of Amesbury), and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the

Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the (City of Amesbury), acting as the “Lead Municipality,” shall oversee the Grant Program and the shared services program provided for herein (the “Shared Services Program”).

As the Lead Municipality, the (City of Amesbury) shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The (City of Amesbury) shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board and appropriation by each Municipality, to the extent required.

4. Shared Services Coordinator. The (City of Amesbury), as Lead Municipality, shall hire and employ a Shared Services Coordinator who may or may not be the (City of Amesbury)’s Director of Public Health, and, through the Shared Services Coordinator and its Health Department, shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up to 15% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein. The Shared Services Coordinator shall report to the Advisory Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any participating Collaborative staff working on behalf of the Collaborative, or the Advisory Board shall be considered employees of (City of Amesbury) and shall be accorded all benefits enjoyed by other (City of Amesbury) employees within the same classification as they are or shall be established.

5. Advisory Board

There shall be a Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

- a. **Composition:** one member and one alternate, both appointed by the Board of Health from each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. Each participating municipality shall also have a second representative who shall be an associate member and who may vote only when the full member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law. The Shared Services Coordinator will be a non-voting member of the Advisory Board; however, in the event of a tie would be permitted to cast a deciding vote.
- b. **Voting:** Each participating municipality shall be entitled to one vote on the Advisory Board. Every voting member shall have an equal voice in determining shared priorities, and services to be provided.
- c. **Quorum:** A majority of the voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by a simple majority of members present and voting unless otherwise provided herein.
- d. **Roles and Responsibilities of the Advisory Board:**
 - 1) Meet on a regular basis and at least quarterly.
 - 2) Develop annual and long-term goals for the Collaborative.
 - 3) Advise on Collaborative staff priorities.
 - 4) Collaborate in developing a sustainability plan for (Greater Amesbury PHE Group).
 - 5) Adopt any Collaborative-wide policies and recommended regulations.
 - 6) Review and provide recommendations on operating budgets.
 - 7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
 - 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH.
 - 9) Review financial status and financial statements provided by the Shared Services Coordinator.
 - 10) Review and provide recommendations on reports from staff.
 - 11) Hire, evaluate and terminate staff.
- e. **Meetings.** The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time if required.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:
- a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the Advisory Board within the boundaries of said Municipality and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
 - b. Each Municipality will be a member of the Advisory Board as established pursuant to this Agreement, and appoint and maintain two Advisory Board representatives at all times.
 - c. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all Advisory Board meetings (either in-person or via remote access) throughout the life of this Agreement.
 - d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
 - e. Each Municipality will assist in collecting the necessary data as agreed to by the Committee and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Advisory Board, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.
 - f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
 - g. Each Municipality will help promote and market the Shared Services Program and its services within their community.
7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Advisory Board, or the (City of Amesbury) pursuant to this Agreement, shall be deposited with the treasurer of the (City of Amesbury) and held as a separate grant account and may be expended, with the approval of the Advisory Board, under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for contribution

toward the cost of the Shared Services Program and in compliance with established grant guidelines from grantors only.

The Advisory Board may authorize a disbursement of funds for any shared contractor, salary, or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the 15% of Grant Program funding for administrative costs that the (City of Amesbury) may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the Advisory Board, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

The (City of Amesbury), as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the (City of Amesbury) shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Advisory Board and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Advisory Board will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by the (City of Amesbury). It is the intention of the (City of Amesbury) to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Agreement does not obligate any other participating Municipality to fund the Grant Program and a mutually acceptable written contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by the (City of Amesbury) and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Advisory Board to add or remove associated services to be delivered as part of the

Shared Services Program, and such shall take effect only after this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the Advisory Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Advisory Board must approve any and all grants or grant applications submitted as a Collaborative. The Advisory Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not shared services employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.
10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses.

The (City of Amesbury) and the Municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against all claims for bodily injury, Three Million Dollars (\$3,000,000) aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. In order to approve the addition of a new entity to the Agreement for the Grant Program requires the approval of the Massachusetts Department of Public Health and no less than a two-thirds vote of the Advisory Board.
12. Withdrawal. Any Municipality other than the Lead Municipality, by votes of its respective authorizing, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Withdrawal requires the vote of both the Select Board and the Board of Health. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its Select Board and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the Advisory Board, and a new Lead Municipality shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board any pay any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Board, by vote of the remaining members, has the authority to reallocate grant resources or other outside funding that would have been allocated to the withdrawing Municipality. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will remain with the Advisory Board for analysis by the Shared Services Coordinator and the Advisory Board.
13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.

14. Conflict Resolution. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
15. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' (Chief Executive Officer/Appointing Authority).
18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.
22. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

City of Amesbury:
Mayor Kassandra Gove

govek@amesburyma.gov
978-388-8121
Amesbury City Hall
62 Friend St.
Amesbury, MA 01913

Town of Georgetown:
(contact name)
(email)
(phone)
(address)

Town of Groveland:
(contact name)
(email)
(phone)
(address)

Town of Merrimac:
(contact name)
(email)
(phone)
(address)

Town of Newbury:
(contact name)
(email)
(phone)
(address)

City of Newburyport:
(contact name)
(email)
(phone)
(address)

Town of Rowley:
(contact name)
(email)
(phone)
(address)

Town of West Newbury:
(contact name)
(email)
(phone)

(address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Mayor, City of Amesbury

Date

Board of Health, City of Amesbury

Date

Select Board, Town of Georgetown

Date

Board of Health, Town of Georgetown

Date

Select Board, Town of Groveland

Date

Board of Health, Town of Groveland

Date

Select Board, Town of Merrimac

Date

Board of Health, Town of Merrimac

Date

Select Board, Town of Newbury

Date

Board of Health, Town of Newbury

Date

Mayor, City of Newburyport

Date

Board of Health, City of Newburyport

Date

Select Board, Town of Rowley

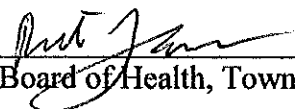
Date

Board of Health, Town of Rowley

Date

Select Board, Town of West Newbury

Date



Board of Health, Town of West Newbury

DEC 12, 2023

Date

EXHIBIT A

Grant agreement between the Greater Amesbury Public Health Excellence Group and the Commonwealth of Massachusetts – to be attached

EXHIBIT B

The scope of services the Greater Amesbury Public Health Excellence Group shall provide the following services in coordination with member municipalities:

TO BE FILLED IN

Town Manager

From: Paul Sevigny
Sent: Friday, December 15, 2023 8:01 AM
To: Town Manager
Cc: Executive Assistant
Subject: RE: Regional Health IMA

I will look into and get back to you.

From: Town Manager <townmanager@wnewbury.org>
Sent: Thursday, December 14, 2023 6:04 PM
To: Paul Sevigny <psevigny@wnewbury.org>
Cc: Executive Assistant <exec.assistant@wnewbury.org>
Subject: Regional Health IMA

Paul, are the documents referenced as Exhibit A and B to the attached available? This is on Monday's Select Board agenda to either sign or designate me to sign, and it'd be good to have the complete backup. Thanks -

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

**Proposed Multi-Family Zoning Section to Comply with the MBTA Communities Act
Planning Board Review Draft, November 9, 2023**

8.4 MBTA Communities Multi-family Housing Overlay

8.4.1. Purpose

The purpose of the MBTA Communities Multi-family Overlay District (MCMOD) is to allow multi-family housing as of right in accordance with Section 3A of the Zoning Act (Massachusetts General Laws Chapter 40A). The MCMOD provides for as-of-right multi-family housing to accomplish the following purposes:

- 8.4.1.1. To increase the supply of housing in West Newbury.
- 8.4.1.2. To increase the diversity of housing in West Newbury so that it better meets the needs of people across age groups, household compositions, and income levels.
- 8.4.1.3. To ensure that multi-family housing minimizes harm to environmental, historic, and cultural resources.
- 8.4.1.4. To ensure that the design of sites and buildings for multi-family housing supports a good quality of life for occupants and abutters through:
 - a. efficient and attractive site circulation that balances the needs of all modes of travel,
 - b. environmentally sustainable public and private open spaces that fulfill specific ecological, recreational, or scenic functions,
 - c. durable buildings whose massing, and placement shapes human-scaled streets and open spaces while reflecting local building vernacular,
 - d. and parking that is convenient but that does not dominate the experience of the site.
- 8.4.1.5. To allow new homes in locations with adequate public infrastructure including streets, sidewalks, and water infrastructure.
- 8.4.1.6. To increase the municipal tax base through private investment in new residential developments.

8.4.1.7. To support the vibrancy of West Newbury’s village center by allowing new homes close to it.

8.4.2. Establishment and Applicability

8.4.2.1. The MCMOD is an overlay district with a land area of approximately ____ acres. It is superimposed over the underlying zoning district(s) and is shown on the Zoning Map.

8.4.2.2. Subdistricts. The MCMOD contains the following subdistricts which are shown on the Zoning Map:

a. Neighborhood

b. Mixed-Use

8.4.2.3. Applicability of MCMOD. An applicant may develop multi-family housing located within a MCMOD in accordance with the provisions of this **Section 8.4.**¹

8.4.2.4. The provisions of this section apply only to developments on land located within a MCMOD where the property owner has elected to comply with the requirements of the overlay district, rather than complying with those of the underlying zoning district.

8.4.2.5. Relationship to Underlying Zoning. Provisions of this section supersede those of the underlying zoning. If there is a conflict between the provisions of this section and provisions found elsewhere in the Zoning Bylaw, the provisions of this section shall apply. All other provisions of the Zoning Bylaw governing the respective underlying zoning district(s) shall remain in full force, except that no special permit shall be required for multi-family housing, or any accessory use typically associated with multi-family housing, in a MCMOD. Uses that are not identified in **Section 8.4** are governed by the requirements of the underlying zoning district(s).

8.4.3. Definitions.

¹ Note: Yellow highlights indicate cross-references to section numbers. They are included for the drafter’s convenience and will be removed for the final draft of the Bylaw.

For purposes of this **Section 8.4**, the following definitions shall apply.

As of right. Development that may proceed under the Zoning in place at time of application without the need for a special permit, variance, zoning amendment, waiver, or other discretionary zoning approval.

Compliance Guidelines. Compliance Guidelines for Multi-Family Zoning Districts Under Section 3A of the Zoning Act as further revised or amended from time to time.

Developable land. 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. 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 EOHLIC; or (iii) has been designated by the public owner for disposition and redevelopment. Other publicly-owned land may qualify as developable public land if EOHLIC 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.

Development standards. Provisions of **Section 8.4.7 General Development Standards** made applicable to projects within the MCMOD.

EOHLIC. The Massachusetts Executive Office of Housing and Livable Communities, DHCD's successor agency.

Excluded land. 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.

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.

Height, Building. The vertical distance measured between the mean elevation (average grade) where the foundation of the building meets the soil and the mid-point between the eaves and the ridge of a peaked roof, or the top of the structure of the highest roof beams of a flat roof, or the deck of a mansard roof.

Infeasible. Not technologically possible, or not economically practicable and achievable in light of best industry practices.

Mixed-use development. Development containing a mix of residential uses and non-residential uses, including, commercial, institutional, industrial, or other uses.

Multi-family housing. A building with three or more residential dwelling units or two or more buildings on the same lot with more than one residential dwelling unit in each building.

Multi-family zoning district. A zoning district, either a base district or an overlay district, in which multi-family housing is allowed as of right.

Open space. The space on a lot unoccupied by buildings or structures, not devoted to streets, driveways, off-street parking or loading spaces. Open space may include natural areas, fields used for agriculture or horticulture, facilities for low impact development stormwater management, wastewater leach fields, walkways and paths other than required sidewalks, off street bicycle paths, and facilities for outdoor use by the occupants of the lot such as swimming pools, tennis courts, patios, vegetable gardens, terraces and patios. When used in the context of Dimensional Standards, Open Space is expressed as a percentage of the total lot area.

Overlay District: A zoning district that is applied over one or more previously established zoning districts. An Overlay District may establish additional or alternative requirements for properties in the Overlay District that are different than the requirements in the underlying zoning district.

Section 3A. Section 3A of the Zoning Act.

Setback. The minimum required distance from a lot line to any part of a principal or accessory building nearest such lot line. A setback shall be measured perpendicular (at a right angle) to the lot line.

Setback, Front. Setback required from a front lot line or street line. Any edge of a lot fronting on a street shall be considered a front lot line.

Setback, Rear. Setback required from a rear lot line.

Setback, Side. Setback required from a side lot line.

Story. That portion of a building contained between any floor and the floor or roof next above it, but not including the lowest portion if more than 1/2 that portion is below the mean finished grade of the ground adjoining the building. If a mezzanine floor area exceeds 1/3 of the area of the floor immediately below it, the mezzanine shall be deemed to be a story. An attic shall not be deemed to be a story if unfinished and without human occupancy.

Story, Half. A partial story under a gable, gambrel, or hip roof, the wall plates of which do not rise more than four feet above the floor on any two sides of such partial story.

Surface parking. One or more parking spaces without a built structure above the space. A solar panel designed to be installed above a surface parking space does not count as a built structure for the purposes of this definition.

Sub-district. An area within the MCMOD that is geographically smaller than the MCMOD district and differentiated from the rest of the district by use, dimensional standards, or development standards.

8.4.4. Permitted Uses

8.4.4.1. Uses Permitted As-of-Right, Neighborhood Subdistrict

The following uses are permitted as-of-right within the MCMOD, in the Neighborhood Subdistrict:

- a. Multi-family housing.
- b. Exempt uses as defined in the Zoning Act (MGL C. 40 §3)
- a. Uses which are permitted in all districts per Section 4.2.
- b. Uses which are permitted in Residential A, B, and C Districts per Section 4.3.2, except for the uses described in paragraphs:
 - i. 4.3.2.c.v.(4) (School buses)
 - ii. 4.3.2.c.v.(5). (Commercial vehicles which are unregistered or abandoned)
 - iii. 4.3.2.d. (Bed and Breakfast)

8.4.4.2. Uses Permitted As-of-Right, Mixed-Use Subdistrict

The following uses are permitted as-of-right within the MCMOD, in the Mixed-Use Subdistrict:

- a. All uses allowed in the Neighborhood Subdistrict
- b. Mixed-use development, including a mix of residential use and any of the following uses:

i. Retail store or service establishment, the principal activity of which shall be the offering of goods or services at retail within the building.

ii. Business or professional offices or banks, not including drive-in banks or standalone ATMs.

iii. Restaurants or other places for serving food within a structure, not including drive-in or fast food establishments.

iv. Parking areas or garages for use of employees, customers, or visitors.

8.4.4.3. Accessory Uses. The following uses are considered accessory to any of the permitted uses in **Section 8.4** and are allowed as of right.

a. Surface parking as needed to support permitted uses on the lot.

b. Parking within a multi-family or mixed-use building at the ground floor level or below grade. Parking garages shall not have more than three (3) parking spaces per unit.

c. Solar panels installed above one or more parking spaces

d. Common buildings for accessory uses related to multi-family housing, including administration, maintenance facilities, shared storage, shared community spaces, and space for professional office or customary home occupation. The gross floor area of common buildings may not exceed 40% of the gross floor area of multi-family housing in the development project.

e. Accessory buildings and uses associated with a mixed-use building provided that outdoor business-related storage shall be located behind or beside the mixed-use building and shall be screened from view of abutting residential dwellings with shrubs or a fence at least four (4) feet in height.

f. Signs in compliance with Section 6.4.

8.4.4.4. Uses permitted with a Special Permit

The following uses may be permitted by a special permit granted by the Planning Board subject to appropriate conditions where such are deemed necessary to protect the neighborhood or the Town in accord with the provisions of Section 11.

a. A parking structure that is integrated into a mixed-use or multi-family building with more than one story of parking above the ground floor level of the building.

b. A standalone parking structure with more than one story of parking above grade.

c. The uses described in Section 4.3.3 may not be permitted as part of an application under the MCMOD.

d. Projects permitted under the MCMOD are exempt from Section 4.3.4 Uses permitted in the Residence B and C Districts with a Special Permit.

8.4.4.5. Land Division. The tract may be a subdivision or a division of land pursuant to G.L. c.41, s.81 P or may be permitted where intended as a condominium on land not so divided or subdivided.

8.4.4.6. Multiple-Buildings-on-a-Lot. In the MCMOD, lots may have more than one principal building.

8.4.5. Dimensional Standards

8.4.5.1. This Section 8.4.5 established Dimensional Standards for all uses in the MCMOD. It overrides all provisions of Section 5. Dimensional Requirements, except as specified in paragraph 8.4.5.10 below.

8.4.5.2. Table of Dimensional Standards. Notwithstanding anything to the contrary in this Zoning, the dimensional requirements applicable in the MCMOD are as follows:

Criteria	Dimension
Lot Size	
Required lot size to be eligible for development under the MCMOD (Minimum)	250,000 sq ft
Lot Size for New Lots Created under the MCMOD (Minimum)	No minimum
Height	
Stories (Maximum)	3
Feet (Maximum)	35 ft
Open Space (Minimum)	30%
Frontage (Minimum)	20 ft
Front Setback (Minimum)	5' (See 8.4.5.4)
Side Setback (Minimum)	7.5 ft
Rear Setback (Minimum)	10 ft
Gross Density (Maximum)	15 units/acre of Developable Land
Minimum Distance between Buildings	15'
District Transitional Buffer	30'

8.4.5.3. Setbacks, Applicability. Requirements for front, side, and rear yard setbacks apply to the principal building and all accessory buildings and structures on a lot, except for stairs, unenclosed porches with no more than forty-eight (48) square feet or floor area, bay or other projecting windows that are less than four (4) feet deep, or accessory buildings that are less than ten (10') in height and less than 120 square feet in total area.

8.4.5.4. Front Setbacks for Buildings on Main Street. Where a proposed building will front on Main Street, its front setback requirement shall be calculated by averaging the front setbacks of the four closest principal buildings to the development site on the same side of the street, plus or minus five feet.

8.4.5.5. Height Exceptions.

a. The height limits required by this section do not apply to: chimneys; antennae with support structure for personal use; flagpoles; ventilators; elevator machine rooms; mechanical equipment; towers, silos, spires, or other architectural features of buildings not used for human occupancy, not exceeding ten feet in height, and whose area is less than 10% of the principal building footprint. Elements that exceed the height limits required by this section must be screened from view or designed with the same level of detail and quality as the rest of the building.

b. Mixed-Use. The Planning Board may allow, by a waiver during Site Plan Review, up to five additional feet of height for a mixed-use project when the applicant demonstrates that additional height is necessary to accommodate a ground floor commercial use, or due to unusual characteristics of the terrain surrounding the building.

c. Renewable Energy Installations. The Site Plan Review Authority may waive the height and setbacks in Section 8.4.4.5 Dimensional Standards to accommodate the installation of solar photovoltaic, solar thermal, living roofs, and other eco-roofs, energy storage, and air-source heat pump equipment. Such installations shall not create a significant detriment to abutters in terms of noise or shadow and must be appropriately integrated into the architecture of the building and the layout of the site. The installations shall not provide additional habitable space within the development.

8.4.5.6. The width of a lot shall be equal to at least ninety (90) percent of the required frontage.

- 8.4.5.7. A District Transitional Buffer must be maintained where the boundary of a MCMOD abuts a lot that existed at the time of adoption of this Section and that is not in a MCMOD.
- a. Buildings and parking are not allowed in a District Transitional Buffer.
 - b. Vegetation in the District Transitional Buffer shall not be disturbed, destroyed or removed, except for normal maintenance of structures and landscapes approved as part of the project.
 - c. New buildings that are proposed within 150' of existing residential buildings should be screened by dense tree growth and understory vegetation of sufficient height and depth in all directions to create an effective year-round visual buffer.
- 8.4.5.8. Dimensions for Multiple-Buildings-On-A-Lot. When a project proposes multiple buildings on a lot, the minimum dimensional standards shall be as follows:
- a. A building shall be no closer to the back edge of a sidewalk, or the back of a curb at the street edge, than the front setback requirement.
 - b. The side of any building shall be no closer to another building than twice the side setback.
 - c. The rear of any building shall be no closer to another building than twice the rear setback.
 - d. The minimum open space percentage shall be calculated against the developed area of the project.

8.4.5.9. Lot Access Through Legal Frontage. Frontage must provide access to the lot from the right of way counted for frontage unless otherwise approved by the Planning Board on a Definitive Plan submitted in accord with Chapter 41, General Laws or approved by the Planning Board in the same manner as a Definitive Plan. When a lot or lots has a minimum required frontage pursuant to the West Newbury Zoning Bylaw (or relief from such) on a street and there are no physical impediments for a vehicle to physically pass over the legal frontage onto the lot, the Planning Board may determine that there is adequate access. A valid Order of Conditions pursuant to MGL Ch. 131, Section 40 from the Conservation Commission allowing the crossing of a wetland to access a lot is sufficient for the Board to make this finding.

8.4.5.10. Uses Subject to the Dimensional Requirements of the Underlying Zoning. The following uses are allowed in a MCMOD and may be included in a common plan of development with multi-family housing or mixed-use development, but are subject to the dimensional standards of the underlying zoning district:

- a. The use of land or structures for religious purposes or for education purposes on land owned or leased by the Commonwealth or any of its agencies, subdivisions or bodies politic, or by a religious sect or denomination or by a non-profit education corporation, except as provided in Section 3 of Chapter 40A of the General Laws as amended.
- b. Municipal Buildings and Use
- c. One (1) family dwelling
- d. Family Day Care in single family residential structure if a secure and fenced yard/outdoor play area of at least 3,000 square feet is provided.
- e. Boarding house.

8.4.6. Off-Street Parking

The provisions of Section 6.3 apply to development under the MCMOD with the following exceptions:

8.4.6.1. Number of parking spaces.

a. Not more than 1.5 off-street automobile parking spaces per Residential Dwelling Unit shall be required in the MCMOD. More than 3 automobile parking spaces per Residential Dwelling Unit shall not be allowed in the MCMOD, except by waiver from the Planning Board during Site Plan Review. On-street parking may be counted toward the required number of parking spaces with a waiver by the Planning Board during Site Plan Review.

b. Parking for Mixed-Use. The required number of parking spaces for a mix of uses on a single site shall be based on an evaluation, prepared by the applicant, of shared parking demand following the procedures of the Urban Land Institute (ULI) Shared Parking Manual (latest edition), the Institute of Transportation Engineers (ITE) Shared Parking Guidelines (latest addition), or other approved procedures determined by the Planning Board. A formal shared parking evaluation may be waived by the Planning Board during Site Plan Review where there is established experience with the land use mix and its impact is expected to be minimal.

c. A minimum of .25 covered bicycle parking spaces shall be provided per each dwelling unit that is not provided with a dedicated garage parking space. These covered bicycle parking spaces shall be located no further from the building entrance than the off-street vehicle parking spaces intended for use by the building's occupants.

d. A minimum of 1 bicycle parking space shall be provided per 1,000 sq ft of commercial use. The bicycle parking spaces shall be located no further from the principal entrance to the commercial use than the closest vehicle parking space.

8.4.6.2. The provisions of the *Regulations of the Planning Board of the Town of West Newbury Governing the Design, Construction and Maintenance of Off-Street Parking and Loading Areas*, March 22, 1982 shall in no way be construed as precluding development of multi-family housing by right. The Planning Board shall waive any provision of the *Regulations* that is not objective or that renders multi-family housing infeasible.

8.4.7. Exceptions from Provisions of the Underlying Zoning

8.4.7.1. Section 5.8. Lots in Two Districts does not apply to the MCMOD. Where a MCMOD boundary line divides a lot in single ownership at the time of adoption of this Section 8.4, the provisions of this Section only apply to that portion of a lot that is included in the MCMOD. The portion of such a lot that is not included in the MCMOD is subject to the underlying zoning, except that it may be used for stormwater infrastructure, wastewater infrastructure, and open space uses associated with development in the MCMOD. Streets and/or driveways developed under the provisions of a MCMOD may not be used to access single-family houses on the portion of such a lot that is not included in the MCMOD.

8.4.7.2. Exceptions from Section 8.2 Groundwater Protection Overlay District (GPOD)

a. The last sentence of Section 8.2.2. Applicability of GPOD Overlay, which reads “Uses prohibited in the underlying zoning districts shall not be permitted in the Groundwater Protection District,” does not apply to uses specifically allowed by this Section 8.4.

b. Paragraph c. of Section 8.2.8. Uses and Activities Requiring a Special Permit does not apply to projects permitted under MCMOD. Any use that will render impervious more than 15% or 2,500 square feet of any lot, whichever is greater shall be subject to Site Plan Review to ensure the use meets the following performance standards:

i. a system for groundwater recharge must be provided which does not degrade groundwater quality. For non-residential uses, recharge shall be by storm water infiltration basins or similar system covered with natural vegetation, and dry wells shall be used only where other methods are infeasible. For all non-residential uses, all such basins and wells shall be preceded by oil, grease, and sediment traps to facilitate removal of contamination. Any and all recharge areas shall be permanently maintained in full working order by the owner.

8.4.7.3. Exceptions from Section 9.8. Common Driveways

All of the provisions of Section 9.8 shall apply in the MCMOD, except as indicated below:

- a. A Common Driveway shall be allowed by Site Plan Approval in the MCMOD provided it fulfills the Purpose and standards found in Section 9.8.
- b. The number of lots or dwelling units served by a common driveway shall not be limited.
- c. A common driveway shall meet the design and construction standards found in Sections 4, 5, and the Construction Details Index of the Rules and Regulations Governing the Subdivision of Land, West Newbury, MA. Selection of an appropriate Road Type shall be determined based on anticipated traffic volumes per the definitions of Road Types found in the Subdivision Regulations.

8.4.8. General Development Standards

8.4.8.1. The following Development Standards are applicable to all multi-family development and all mixed-use developments within the MCMOD. These standards are components of the Site Plan Review process in **Section 8.4.11 Site Plan Review.**

8.4.8.2. Site Design.

- a. When a project includes multiple buildings on a lot, the applicant may request a waiver from the Planning Board to forgo Definitive Subdivision Approval. The Planning Board may grant the waiver if the application for Site Plan Approval includes all of the submittals typically required of a Definitive Subdivision and complies with the design and construction standards listed in Sections 4-6 of the Rules and Regulations Governing the Subdivision of Land, West Newbury, MA.
- b. Site designs that arrange streets into loops are preferred over dead end streets with cul de sacs.
- c. Where possible, buildings should be clustered into groups that share common open space.
- d. Pedestrian Connections. The project shall be served by a continuous network of sidewalks and pathways that provides direct connections between the public sidewalk (if applicable), building entrances, bicycle storage and parking, vehicle parking, and any open spaces intended for common use.
- e. Parking and circulation on the site shall be organized to minimize the amount of impervious surface. Where possible, parking and loading areas shall be connected.
- f. Vehicular access. Curb cuts shall be minimized and shared driveways are encouraged. More than one curb cut per building shall be permitted only when necessary to minimize traffic and safety impacts.
- g. The design of any sidewalk (i.e. width, grade, cross-slope, materials) must be maintained across any driveway to indicate that, although a vehicle may cross, the area traversed by a vehicle remains part of the sidewalk. The depth of the sidewalk materials must be capable of supporting the weight of a vehicle.

8.4.8.3. Open Space

- a. All open space shall serve a function, including preservation of natural features, provision of habitat, improving the scenic quality of a site, screening objectional features, stormwater management, recreation, or gathering.

b. Whether an open space is public or private shall be easily discernable through the use of fences, landscaping, and the physical relationship of open spaces to site circulation and nearby buildings.

c. Shared Outdoor Space. Where private open space is not provided for a dwelling unit, the residents of that dwelling unit shall be provided with access to usable common outdoor space. Usable common outdoor space can include, but is not limited to, building courtyards, rooftop open spaces, plazas, terraces, front yards if designed for use, parks, commons, and greens. Such outdoor space shall count towards the project's minimum Open Space requirement.

8.4.8.4. Parking

a. Parking shall be located beside, behind, or within buildings. The Planning Board may issue a waiver for this requirement when site conditions make it infeasible to achieve.

b. Screening for Parking. Surface parking adjacent to a public sidewalk shall be screened up to a height of at least four (4) feet by a landscaped buffer of sufficient width to allow the healthy establishment of trees, shrubs, and perennials, but no less than five (5) wide. The buffer may include a fence or wall of no more than four (4) feet in height.

c. Parking Materials. The parking surface may be concrete, asphalt, decomposed granite, bricks, or pavers, including pervious materials but not including grass or soil not contained within a paver or other structure.

d. Garage doors shall be located on the side or rear of buildings. The Planning Board may issue a waiver for this requirement when site conditions make it infeasible to achieve.

i. If the sidewall of a garage faces a street or shared open space, it must include windows that are consistent in size and placement with windows in nearby living spaces.

ii. When located on the front façade of a building, a garage must be set back at least 2 feet from the front façade and the garage door may be no wider than 12 feet. Front-facing garage doors shall occupy no more than 1/3 of the front façade of a building.

8.4.8.5. Landscaping, Lighting, Screening

- a. Plantings. Plantings shall be species that are native or adapted to the region. Plants on the Massachusetts Prohibited Plant List, as may be amended, shall be prohibited.
- b. Plants selected shall be suitable for the given site conditions (soil, moisture, pollution, light) to minimize the need for irrigation, fertilizer, and pesticides.
- c. Plantings must fulfill one or more of the following functions: green stormwater management, providing habitat for wildlife or pollinators, providing food for residents, or shaping outdoor spaces and must also provide visual interest through harmony and variation of the size, shape, color and/or texture of plants and/or their leaves, flowers, seed heads, fruits, stems and bark.
- d. Lighting. Light levels shall be the minimum necessary to provide even and adequate visibility for pedestrians and vehicles. Light levels shall meet the minimum design guidelines defined by the Illuminating Engineering Society of North America (IESNA) and shall provide illumination necessary for safety and convenience while preventing glare and overspill onto adjoining properties and reducing the amount of skyglow.
- e. Mechanicals. Mechanical equipment at ground level shall be screened by a combination of fencing and plantings. Rooftop mechanical equipment shall be screened.
- f. Utility equipment like water meters, electric meters, gas meters, external heating or cooling units, or electrical transformers shall be set back at least five feet behind the front façade of adjacent buildings.

g. Dumpsters. Dumpsters shall be screened by a combination of fencing and plantings. Where possible, dumpsters or other trash and recycling collection points shall be located within buildings or behind them.

h. Stormwater management. Design and construction plans for the proposed project must demonstrate compliance with the most current versions of the Massachusetts Department of Environmental Protection Stormwater Management Standards, the Massachusetts Stormwater Handbook, Massachusetts Erosion Sediment and Control Guidelines, and, if applicable, additional requirements under the West Newbury MS4 Permit for projects that disturb more than one acre and discharge to West Newbury's municipal stormwater system, and an Operations and Management Plan for both the construction activities and ongoing post-construction maintenance and reporting requirements.

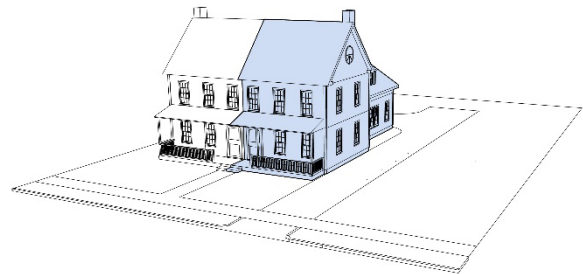
8.4.8.6. Buildings

a. Building Types

The following building types are allowed within the MCMOD:

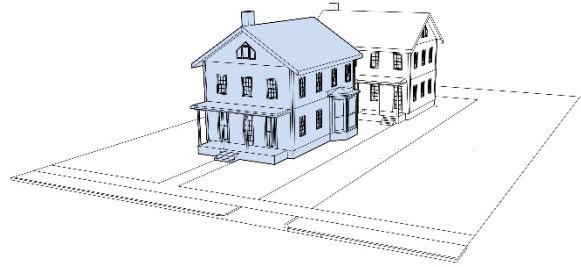
i. Two-family

(1) Illustration:



ii. 3-5 family with manor house or farmhouse massing

(1) Illustration:



iii. Stacked flats (3-10 units)

(1) [Illustration to come]

iv. Apartments (8-24 units)

(1) [Illustration to come]

v. Mixed-use (up to 20 units)

(1) [Illustration to come]

b. The principal façade of each building should face a street or shared open space and should include an operable pedestrian entrance (the front entry).

i. Front entries shall be easy to find on the front façade of a building. An entry shall have a prominent position and shall be indicated by a building element such as a porch, portico, stoop, recessed entry, or a noticeable door surround.

ii. Front entries shall be directly linked to a paved pedestrian network that includes the public sidewalk.

c. In a mixed-use building, access to and egress from the residential component shall be clearly differentiated from access to other uses. Such differentiation may occur by using separate entrances or egresses from the building or within a lobby space shared among different uses.

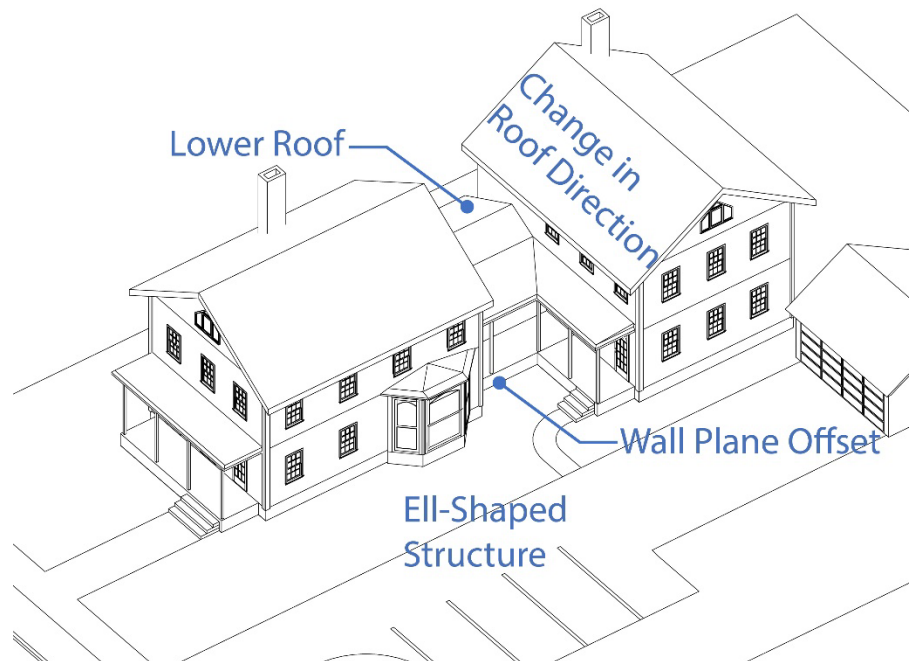
d. Building Massing. Buildings shall be broken down into masses that are similar in size to residential structures in the surrounding neighborhood. No mass should be longer than fifty feet in length. Buildings may be composed of multiple masses that are attached together. When a mass is attached another mass, the masses must meet the following design criteria:

i. Roofs: The roofs of adjacent masses must run in different directions, or have at least a 2' difference in height.

ii. Adjacent masses may be arranged in Ell or T shapes. The leg of the Ell or the arms of the T must extend at least 4' beyond an intersecting wall.

iii. Where the walls of adjacent masses are in the same plane, the walls must be offset by at least 2'.

e. Illustrative example of appropriate techniques for attaching masses:



f. Roofs:

- i. Roofs longer than 40' in length must incorporate one or more of the following roof variations: a change of roof height of at least one foot, a change of roof pitch of at least 2:12, a change of the direction of roof pitch, or a dormer.
- ii. Flat roofs are not allowed, except for on mixed-use buildings. A building with a flat roof must include an architectural feature that distinguishes the roof from the building's uppermost story, for example a parapet with a cornice, or a projecting overhang.

g. Windows:

- i. Windows and doors should generally align vertically within each bay and horizontally across each story of a building. Alternative alignments may be approved by the Planning Board in buildings that create new architectural character.
- ii. The variety of window and door sizes and proportions should be limited. No more than five different sizes or shapes of windows and doors should be used on a building façade.
- iii. The majority of windows on the front façade of a building must be taller than they are wide.
- iv. Generally, an upper story window should not be taller than windows below it.

h. Buildings should be oriented and arranged to shape the space along streets into a pedestrian scale environment and/or to shape shared open spaces.

i. All building façade(s) visible from a public right-of-way or a shared outdoor space shall be treated with the same care and attention in terms of entries, fenestration, and materials.

j. Corner Lots. A building on a corner lot shall indicate a primary entrance either along one of the street-facing façades or on the primary corner as an entrance serving both streets.

k. Exterior fire exits shall not be located on the front façade of a building.

8.4.8.7. Waivers. Upon the request of the Applicant and subject to compliance with the Compliance Guidelines, the Site Plan Review Authority may waive the requirements of this Section 8.4.8 General Development Standards, in the interests of design flexibility and overall project quality, and upon a finding of consistency of such variation with the overall purpose and objectives of the MCMOD.]

8.4.9. Affordability Requirements.

8.4.9.1. Section 6.1 Inclusionary Housing Requirements applies to all residential development in the MCMOD.

8.4.9.2. The Planning Board may waive some or all of the inclusionary housing provisions of Section 6.1 when the applicant demonstrates that such requirements are financially infeasible, using a methodology of evaluation that is acceptable to the Planning Board.

8.4.10. Bonuses.

8.4.10.1. When at least 20% of the dwelling units in a building are Affordable Housing Units, the number of allowed units in any building type may be increased by 1/3.

8.4.10.2. When an applicant designates the portion of a parcel that is not covered by the MCMOD as protected open space, the allowed gross density may be increased to 20 units per developable acre.

a. Any proposed protected open space, unless conveyed to the Town or its Conservation Commission for conservation purposes, shall be subject to a recorded restriction enforceable by the Town, providing that such land shall be perpetually kept in an open state, that it shall be preserved exclusively for the purposes of open space indicated by this section, and that it shall be maintained in a manner which will ensure its suitability for its intended purposes.

8.4.11. Site Plan Review

8.4.11.1. Applicability. Site Plan Review is required for all development proposed under the MCMOD.

8.4.11.2. The provisions of Section 11.3 apply to all development under the MCMOD with the following modifications:

a. For applications under the MCMOD, Section 11.3.7.1 is replaced with the following:

The Planning Board may make a Decision as follows:

i. Approval as Submitted: Approval based on a determination that the Application complies with the criteria and design performance standards set forth in this Bylaw and Section 8.4.8 General Development Standards.

ii. Approval with Conditions: Approval of the Application subject to reasonable conditions, modifications, and restrictions the Planning Board may deem necessary to ensure the health, safety, and general welfare of the community. The Planning Board may not impose any condition, modifications or restriction that would make it infeasible to develop multi-family housing that meets the standards of this Bylaw. Conditions must be consistent with the parameters established by EOHLC's *Compliance Guidelines for Multi-family Zoning Districts Under Section 3A of the Zoning Act*, as amended.

iii. Rejection of the Site Plan: The Planning Board may reject the Application because:

(1) the Application is incomplete, in that the submittal fails to furnish adequate information required for approval;

(2) the submittal, although proper in form, includes or creates an intractable problem so intrusive on the needs of the public in one regulated aspect or another that it cannot be adequately mitigated and the Planning Board has been unable to devise reasonable conditions to satisfy the problem with the plan.

Rejection of a Site Plan may only be issued in extreme cases after the Planning Board has made a substantial good faith effort to work with the Applicant to remedy the issues.

b. Notwithstanding the first paragraph (unnumbered) or **Section 11.3.6. Site Plan Review Guidelines**, an application under the MCMOD need not comply with “Section C, Development Guidelines and Standards” of “Section IV. Regulations Governing Site Plan Review” found in the *West Newbury Planning Board Regulations Governing the Conduct of Planning Board Functions, Meetings, and Hearings Special Permits, Site Plan Review, Scenic Road Application Guidelines*, as amended.

8.4.11.3. Project Phasing. An Applicant may propose, in a Site Plan Review submission, that a project be developed in phases subject to the approval of the Site Plan Review Authority, provided that the submission shows the full buildout of the project and all associated impacts as of the completion of the final phase. However, no project may be phased solely to avoid the provisions of **Section 8.4.9 Affordability Requirements**.

8.4.11.4. Adoption of Regulations. The Planning Board may adopt and amend, by simple majority vote, Design Standards or Design Guidelines, to augment the General Development Standards or Site Plan Review Criteria or guide interpretation of them. Such regulations must be objective and not subjective and may only address the scale and proportions of buildings, the alignment, width, and grade of streets and sidewalks, the type and location of infrastructure, the location of building and garage entrances, off street parking, the protection of significant natural site features, the location and design of on-site open spaces, exterior signs, and buffering in relation to adjacent properties. The regulations may contain graphics illustrating a particular standard or definition in order to make such standard or definition clear and understandable. The regulations shall be consistent with the purposes of this section and EOHLC's *Compliance Guidelines for Multi-family Zoning Districts Under Section 3A of the Zoning Act*, as amended.

8.4.12. Severability.

If any provision of this Section 8.4 is found to be invalid by a court of competent jurisdiction, the remainder of Section 8.4 shall not be affected but shall remain in full force. The invalidity of any provision of this Section 8.4 shall not affect the validity of the remainder of the Town of West Newbury Zoning.



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

James RW Blatchford,
Town Clerk

TO: Select Board
 FROM: Town Clerk, Town Manager
 DATE: 12/15/2023
 RE: Potential future Select Board meeting dates

Earlier this fall, the Board had reviewed proposed dates for Select Board meetings in the first several months of 2024, with the idea of planning out toward the Annual Town Meeting assuming the date to be Monday April 29th. The schedule reviewed earlier this fall is as follows:

Tuesday Jan. 2, 2024 (Monday prior is New Years Day)
 Tuesday Jan. 16, 2024 (Monday prior is Martin Luther King Jr. Day)
 Monday Jan. 29, 2024
 Monday Feb. 12, 2024
 Monday Feb. 26, 2024
 Monday Mar. 11, 2024
 Monday Mar. 25, 2024
 Monday Apr. 8, 2024
 Monday Apr. 22, 2024
 Monday Apr. 29, 2024 (Annual Town Meeting)

At Monday's Board meeting we would like to revisit and confirm the schedule, taking into account the FY25 budget schedule (for which a meeting is now anticipated on Monday, Feb. 5), as well as whether the Board may wish to schedule any joint meetings with the Finance Committee (either to coincide with their tentatively scheduled meetings, or to include FinCom in one or more Select Board meetings).



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: December 14, 2023
RE: Finance Committee Meeting Dates February and March 2024

In preparation for the Spring Special and Annual Town Meetings on Monday, April 29, 2024, the following Finance Committee dates have been tentatively scheduled as follows:

Thursday February 15, 2024

Wednesday February 21, 2024

Wednesday February 28, 2024

Wednesday March 13, 2024

Wednesday March 20, 2024

Wednesday March 27, 2024



Maureen Lynch
Superintendent

Whittier Regional Vocational Technical High School

115 Amesbury Line Road
Haverhill, MA 01830-1898
978-373-4101
Fax: 978-521-0260
www.whittiertech.org

RECEIVED
DEC 11 2023
TOWN MANAGER
TOWN OF WEST NEWBURY

December 8, 2023

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

Dear West Newbury Selectboard,

Thank you for your letter dated November 29, 2023. We truly do appreciate the tone and constructive feedback you have provided.

The Whittier Tech District has been providing information to the District's 11 communities throughout the project. On November 18, 2022, the District met with Town Managers and Mayors to discuss the School Building Committee's options for building new, addition/renovation, or a code upgrade. At that time, the District cost for a new building was anticipated to be \$296 million. It is now anticipated to be \$267 million. Since that November meeting, there have been 18 SBC meetings that were posted and were open to the public. It would have been our hope that if there were concerns after that meeting, attending future SBC meetings would have been crucial and a priority.

You stated in your letter that the municipal officials and taxpayers want to know what other designs were considered, why they were not chosen, and the cost impact. This information is available to everyone on the School Building Project website: www.buildingthefutureofwhittier.org. More specifically, for information on how the SBC chose the new building option, please see the SBC presentations on September 13, 2022, September 27, 2022, October 11, 2022, January 24, 2023, February 14, 2023, and February 17, 2023.

In reviewing the March 13, 2023, meeting we had at the West Newbury Selectboard, we did share the anticipated cost of a new building at \$425 million with an anticipated cost after MSBA reimbursement of \$289 million. As of today, the overall cost of the proposed building after completion of the Schematic Design is \$444.6 million, and the district-wide cost has decreased to \$267.5 million.

The District has sent out monthly newsletters informing Selectmen, Town Managers, Finance Boards, and Mayors of updates on the school building project. We also met with Finance

Whittier Tech: *Working on your future*

West Newbury Select Board Members

December 8, 2023

Page 2

Directors and Town Managers on April 3rd and 4th of 2023 to further discuss the building project as well as the school's FY 24 budget.

Since the end of September, when Schematic Design was completed, the District has been meeting with City Councils and Select boards to review the project. Until Schematic Design was complete, we did not have the cost of the project, renderings, and a final reimbursement rate. It is clear from some of our city and town meetings that most have projects in their own municipality that need attention. The District does understand this, but we also recognize that we cannot allow Whittier Tech's Building to fail.

The MSBA process is very competitive, and Whittier Tech was deemed one of the neediest schools in the state. If this vote fails, the District will not receive the \$161.6 million MSBA grant and will have to move forward with imminent repairs and a code upgrade without any state reimbursement.

I would like to clarify a statement you made in your letter in which you stated, "The fact that the MSBA will only provide funding for a new school, thereby reducing the cost to region members, is evidence that renovation is not a desirable choice." Please note the reason the MSBA may not participate in a code or renovation option for a school project is based on whether a code or renovation option meets and delivers on the education plan developed and approved for the project.

The District will continue to work with our legislative delegation and look at ways to reduce the costs. Also, changing the Regional Agreement could take many years to complete, and it would require all municipalities to agree to any changes.

It is unfortunate that the Mayor of Newburyport and the Mayor of Amesbury have come out against the project. They have organized meetings without Whittier Tech or a representative from Haverhill in attendance. If some of our Municipal Leaders truly want to work together and seek clarification on the project, wouldn't the district be invited along with the city that will pay the largest district share? It is clear that these meetings are not about moving the project forward. It is unfortunate because we have always had a great working relationship with all of our cities and towns, and we hope that we can work together as we move forward.

West Newbury Select Board Members

December 8, 2023

Page 3

To be clear, we absolutely must do something at Whittier Tech. We do not have alternative space if the building fails. The District has done the work and has a \$161.6 million grant to help with the cost, plus state and federal rebates. If the vote fails, we will be forced to fix the building on our own without any reimbursement from the state, and our estimates are that it will cost more than a new building.

I am truly grateful for your continued support and willingness to provide alternatives to move the project forward.

As I have stated to all the community members, I am happy to answer any questions on the project that will help educate the voters in the communities. There is another information session and tour of the school on January 13th at 9:00 a.m. I encourage everyone to attend.

Sincerely,



Maureen Lynch
Superintendent

Cc: Michael McGurl, MSBA