

MEETING NOTICE-WEST NEWBURY
FINANCE COMMITTEE

Date & Time: Wednesday March 22, 2023, 6:00 PM
Location: 1910 Building 1st Floor Hearing Room
By: Chris Wile, Chairman

AGENDA

1. Call to Order
2. Public Comment.
3. Approval of Minutes
Meeting of March 15, 2023- Ross C.
4. Review and discuss budgets and articles for spring Town Meeting to be held on April 24, 2023.
5. Town Manager updates. -A.J.
6. Communications.
7. Schedule of future Finance Committee meeting dates.
-March 29, 2023 at 6:00 pm- Finance Committee.
8. Adjournment



Town of West Newbury Finance Committee FY24 Budget Meeting Schedule – Updated 2/17/23

All meetings **except for March 8th** will be in the 1910 Building
381 Main Street, West Newbury, MA
Hearing Room 1

REC'D W. NEWBURY CLERK
'23 FEB 17 PM 4:05

<u>Date/Time</u>	<u>Departments/Topics To Be Reviewed</u>	
Wednesday, Feb. 15 th 6pm	Moderator Select Board Finance Department Board of Assessors Legal Counsel	Council on Aging Debt Service Essex County Retirement Unemployment Compensation OPEB
Wednesday, Feb. 22 nd 6pm	Board of Health Conservation Commission Planning Board Open Space Committee Bandstand	Cultural Council Historical Commission Town Clerk Board of Registrars/Elections Veterans' Services
Wednesday, March 1 st 6pm	DPW Inspectional Services Board of Appeals Parks & Rec Commission	Community Preservation Comm Mill Pond Committee Health Insurance
Wednesday, March 8 th Location: Middle/High School ¹	Education	
Wednesday, March 15 th 6pm	Library Police Department Fire Department Dispatch	Emergency Management Agency Water Transfers to Stabilization
Wednesday, March 22 nd 6pm	Town Manager Finance Committee Animal Control Harbormaster	Insurance and Bonds COLA Medicare (FICA) Revenue Projections

Please note: The order that topics are listed are not necessarily the order they will be reviewed. The Finance Committee Chairperson reserves the right to take up items out of order. The Committee will consider proposed Town Meeting warrant articles at the time that the article sponsor(s) appear before the Committee for review of proposed operating budgets.

¹ March 8th meeting expected to be at Pentucket Middle/High School, immediately following the Pentucket School Committee meeting (starting at 6pm). The meeting will take place in the Middle/High School main office, Room #1012.

Posted Corrected Schedule on 2/17/2023 at the Town Offices and the Town's Official Website www.wnewbury.org

TOWN OF WEST NEWBURY



FY24 Operating Budget

	FY 2021	FY 2022	FY 2022	FY 2023	YTD thru 2/1/2023		FY 2024	FY 2024	TM proposed	Proposed Change		FY 2024
	Expended	Amended	Expended	Approved	\$	%	DH/BCC	TM proposed	/ SB referred	\$	%	FinCom rec.
	6/30/2021	10/23/2021	6/30/2022	5/14/2022	Percent of yr: 58.9%			2/6/2023	2/13/2023			
Town Manager Salary	150,858	153,875	153,875	156,952	90,202	57.5%	160,091	160,091	160,091	3,139	2.0%	
Town Manager Office Wages	70,679	72,092	72,092	73,541	-	0.0%	71,837	69,500	71,837	(1,704)	-2.3%	
Technology Expenses	48,342	51,865	53,427	67,061	43,326	64.6%	68,976	70,032	68,976	1,915	2.9%	
Town Manager Expenses	17,695	33,055	38,616	24,553	10,440	42.5%	23,035	23,035	23,035	(1,518)	-6.2%	
Vehicle Allowance	3,600	3,600	3,600	3,600	2,400	66.7%	3,600	3,600	3,600	-	0.0%	
123 Total Town Manager	291,174	314,487	321,610	325,707	146,369	44.9%	327,539	326,258	327,539	1,832	0.6%	-

IT Budget 2024

Blue: 2023 Project 1 Time Cost

Black: Existing Annual Costs

Red: New Recurring Costs

<u>Project</u>	<u>Hardware</u>	<u>Software</u>	<u>Quantity</u>	<u>Hardware/Software Costs</u>	
				<u>Cost</u>	<u>Cost</u>
2024 Projects:					
PC Upgrades	Dell Optiplex 7090 i7, 16RAM, 256SSD	Office/Adobe Std	3	\$1,600.00	\$4,800.00
			Sub Total		\$4,800.00
Recurring Services					
Carbonite File Backups		1 year renewal	1	\$3,000.00	\$3,000.00
Sonicwall Firewall Maintenance		3 yr Renewal	1	\$1,200.00	\$1,200.00
Microsoft Exchange mailboxes		Microsoft 12/mo	46	\$96.00	\$4,416.00
Antivirus Subscription		BitDefender 12/mo	46	\$28.00	\$1,288.00
Cloud Backups		Wasabi Cloud 2TB 12/mo	1	\$175.00	\$175.00
Two-Factor Authentication	Contracted service	Duo MFA			\$1,500.00
Webpage Accessibility		Monsido Web Governance	1	\$2,200.00	\$2,200.00
Webpage PageAssist Toolbar		Monsido Web Governance	1	\$500.00	\$500.00
Server Backup Maint		Altero Maintenance 12/mo	1	\$400.00	\$400.00
			Sub Total		\$14,679.00
			Sub Total		\$19,479.00
Appletree Networks (base fee)			12	1980	23,760.00
Appletree Networks (as needed)			12	333	3,996.00
Civic Plus Inc.		Annual website hosting, support	1	3597	3,905.00
Vadar Systems Inc.		Accounting software	1	3490	3,490.00
Vadar Systems Inc.		Accounting software discount	1	-1000	-1,000.00
Vadar Systems Inc.		Tax suites	1	9154	9,154.00
Vadar Systems Inc.		Cloud (per user)	6	700	4,200.00
Verizon Communications			12	179	2,148.00
Contingency					900.00
			Sub Total		50,553.00
			Grand Total		70,032.00

FY24 Budget Prep

Accounts	Name	FY22 Actual	FY24 Proposed
01-123-5400	Town Manager Expenses		
	Amazon Business (supply purchases)	53.00	
	American Planning Association	496.00	525.00
	Angus Jennings (out of pocket reimbursements)	268.00	
	bankprov (credit card charges)	514.00	
	Commonwealth of Massachusetts		
	Dell Marketing L.P. (computer/laptop)	2,992.00	
	Donohoe Survey, Inc.	2,000.00	
	Dropbox (AJ reimb)		160.00
	KP Law PC	810.00	
	Labor Arbitration Institute	425.00	
	Lenovo (TM computer, ipad)	2,230.00	2,200.00
	MAPD	600.00	600.00
	MMA	445.00	800.00
	MMHR	225.00	225.00
	MyRec	1,500.00	1,550.00
	Newsletter printing/postage		8,000.00
	North of Boston Media Group (job ads in newspaper)	274.00	1,800.00
	Professional Development	2,495.00	2,500.00
	Small Town Administrators		225.00
	Travel/training/staff mileage		550.00
	Umass Collins Center (Wage Study)	10,000.00	-
	US Bank	500.00	
	Verizon Communications	3,335.00	3,400.00
	Verizon Wireless	281.00	300.00
	W.B. Mason		200.00
	Sub-Total	29,443	23,035

TOWN OF WEST NEWBURY



FY24 Operating Budget

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	Expended	Amended	Expended	Approved	\$	%	DH/BCC	TM proposed	/ SB referred	\$	%	FinCom rec.
	6/30/2021	10/23/2021	6/30/2022	5/14/2022	Percent of yr: 58.9%			2/6/2023	2/13/2023			
Finance Committee Expenses	751	2,000	1,312	2,000	439	22.0%	2,000	2,000	2,000	-	0.0%	3/22/2023
Reserve Fund	-	76,000	-	80,000	-	0.0%	60,000	60,000	60,000	(20,000)	-25.0%	
131 Total Finance Committee	751	78,000	1,312	82,000	439	0.5%	62,000	62,000	62,000	(20,000)	-24.4%	-

Town Manager

From: Town Manager
Sent: Tuesday, March 7, 2023 3:40 PM
To: Christopher Wile
Cc: Walsh, Jennifer
Subject: Quick note re FinCom Reserve budget line

Hi Chris,

At last week's mtg you'd asked a question about the FinCom Reserve line in the budget, and whether this was budgeted for the specific purpose of Snow & Ice expenses above budget. It isn't – snow & ice overages are allowed per a section of MGL that allows voters to approve expenditures above the current year's budget.

The FinCom Reserve is different (although, as I may have mentioned at last week's mtg, I'm not aware that it couldn't be used to fund, or partially fund, a Snow & Ice overage).

The MGLs authorizing (and describing) both the FinCom Reserve line and the separate allowance for Line Item Transfers are both posted to the FinCom page here: [Transfer Request Forms | Town of West Newbury MA \(wnewbury.org\)](#)

The Reserve Fund is for unbudgeted, unexpected costs, and is under the sole authority of the FinCom. Line Item Transfers which (per MGL) cannot be made until May 1 or later, require both FinCom and Select Board votes.

In recent years, there have been very few Reserve Fund transfers. The budget carried \$60k in this line when I began, and it's been budgeted at or above this amount each year since. Right now, we have this topic on for review at the March 22nd FinCom mtg. We can look back in the old accounting software (pre-FY20) to see what we can find re how often and for how much (\$) this Reserve Fund has been used over a longer time period. While it is good to have some contingency in the budget, the FinCom may see fit to reduce this budgeted amount below \$60k, since in many/most years, the entire budgeted amount becomes an unspent turnback.

Hope this helps –
Angus



Town of West Newbury Massachusetts

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Transfer Request Forms

One of the responsibilities of the Finance Committee is to consider requests for Intra/Inter-Departmental Transfers, and requests for transfers from the FinCom Reserve Fund.

Links to each of the West Newbury transfer request forms are below:

[Intra/Inter-Departmental Transfer Request](#)

[Transfer Request From FinCom Reserve Fund](#)

Intra/Inter-Departmental Transfers are governed by Mass. Gen. Laws Ch. 44, Sec. 33B, linked [here](#) and included as follows:

[Section 33B: Transfer of appropriations; restrictions](#)

Section 33B. (a) On recommendation of the mayor, the city council may, by majority vote, transfer any amount appropriated for the use of any department to another appropriation for the same department. In addition, the city council may, by majority vote, on recommendation of the mayor, transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year, to apply to the previous fiscal year, any amount appropriated, other than for the use of a municipal light department or a school department, to any other appropriation. Except as provided in the preceding sentence, no transfer shall be made of

any amount appropriated for the use of any city department to the appropriation for any other department except by a 2/3 vote of the city council on recommendation of the mayor and with the written approval of the amount of the transfer by the department having control of the appropriation from which the transfer is proposed to be made. No transfer involving a municipal light department or a school department shall be made under the previous sentence without the approval of the amount of the transfer by a vote of the municipal light department board or by a vote of the school committee, respectively.

(b) A town may, by majority vote at any meeting duly held, transfer any amount previously appropriated to any other use authorized by law. Alternatively, the selectmen, with the concurrence of the finance committee or other entity established under section 16 of chapter 39, may transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, any amount appropriated, other than for the use of a municipal light department or a school department, to any other appropriation.

(c) No approval other than that expressly provided in this section shall be required for any transfer under this section.

Reserve Fund Transfers are governed by Mass. Gen. Laws Ch. 40, Sec. 6, linked here and included as follows:

Section 6: Towns; reserve funds for extraordinary expenditures; establishment

Section 6. To provide for extraordinary or unforeseen expenditures, a town may at an annual or special town meeting appropriate or transfer a sum or sums not exceeding in the aggregate five per cent of the levy of the fiscal year preceding the fiscal year for which the fund, to be known as the reserve fund, is established. No direct drafts against this fund shall be made, but transfers from the fund may from time to time be voted by the finance or appropriation committee of the town, in towns having such a committee, and in other towns by the selectmen; and the town accountant in towns having such an official, and in other towns the auditor or board of auditors, shall make such transfers accordingly.

Budget Information

Finance Committee Town Meeting Booklets

Town Bylaws Affecting Finance Committee

Town Finance Primers

Transfer Request Forms

TOWN OF WEST NEWBURY



FY24 Operating Budget

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	6/30/2021	10/23/2021	6/30/2022	5/14/2022	Percent of yr: 58.9%			2/6/2023	2/13/2023			
Animal Control Expenses	26,246	25,898	25,898	26,858	20,144	75.0%	27,503	27,503	27,503	645	2.4%	3/22/2023
292 Total Animal Control	26,246	25,898	25,898	26,858	20,144	75.0%	27,503	27,503	27,503	645	2.4%	-

CITY OF NEWBURYPORT AND TOWN OF WEST NEWBURY

INTERMUNICIPAL AGREEMENT FOR THE ADMINISTRATION OF SHARED ANIMAL CONTROL SERVICES

Article 1. Purpose

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

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

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

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

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

Article 2. Definitions

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

Article 3. Term

This Agreement shall take effect on the 1st day of July 2020, for a three year term that may be extended by up to two additional one year terms commencing on July 1, 2023 and July 1, 2024. Any such extension term shall be subject to approval by the City of Newburyport, as authorized by its City Council and approved by its Mayor, and the Town of West Newbury, as authorized by its Board of Selectmen. The Participating Governmental Units shall give each other notice of whether or not they wish to extend this initial one year term at least ninety days prior to the annual Town Meeting of the Town of West Newbury but no later than ninety days prior to June 1st of the then-current term, unless another date is mutually agreed upon in writing. Should the parties fail to extend this Agreement by written addendum hereto, the agreement shall terminate upon the last day of the then-current term.

Article 4. Lead City

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

Article 5. Funding Contribution

During the Fiscal Year 2021 (July 1, 2020- June 30, 2021), the Town of West Newbury shall pay the City of Newburyport for animal control services a total sum of \$25,073 to be paid in four equal quarterly payments of \$6,268.25 on or before August 1, November 1, February 1, and May 1 (provided that such sum will be prorated as of the date of approval of this Agreement by the Board of Selectmen of the Town of West Newbury and the Mayor of the City of Newburyport).

During the Fiscal Year 2022 (July 1, 2021- June 30, 2022), the Town of West Newbury shall pay the City of Newburyport for animal control services a total sum of \$25,898 to be paid in four equal quarterly payments of \$6,474.50 on or before August 1, November 1, February 1, and May 1 (provided that such sum will be prorated as of the date of approval of this Agreement by the Board of Selectmen of the Town of West Newbury and the Mayor of the City of Newburyport).

During the Fiscal Year 2023 (July 1, 2022- June 30, 2023), the Town of West Newbury shall pay the City of Newburyport for animal control services a total sum of \$26,858 to be paid in four equal quarterly payments of \$6,714.50 on or before August 1, November 1, February 1, and May 1 (provided that such sum will be prorated as of the date of approval of this Agreement by the Board of Selectmen of the Town of West Newbury and the Mayor of the City of Newburyport).

These payments shall include all applicable expenses incurred by the City of Newburyport in providing Animal Control Services on behalf of the Participating Governmental Units, including, but not limited to, salaries, group health insurance, workers' compensation insurance, and all other applicable benefits. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution during the initial term or any extended term of this agreement, subject to available appropriation.

Article 6 Financial Safeguards

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

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

Article 7 Hours of Services and Service Requirements

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

Article 8 Vehicle Usage

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

Article 9 Fines

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

Article 10 Indemnification

In the event that any claims, demands, suits, causes of action, costs, and expenses arise with respect to the services provided pursuant to this agreement, and to the extent permitted by Massachusetts General Laws chapter 258 and other applicable law, a Participating Governmental Unit shall indemnify,

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

Article 11 Operation of Animal Shelter Facilities

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

- I. OPERATIONS:
 - A. The Animal Shelter Facility shall be accessible to the citizens of each Participating Governmental Unit for the retrieval of impounded animals during normal business hours, Monday through Wednesday 8AM to 4PM, Thursday 8 AM to 8 AM, and Friday 8AM to 12PM by appointment. Weekend hours will be provided by appointment only. Notice shall be posted conspicuously and in a readily accessible format in the main municipal building of both Participating Governmental Units which states the hours of operation and an emergency telephone number for use by residents to retrieve their pets. Such information shall also be made available on each respective Participating Governmental Unit website. The animal shelter shall be able to accept impounded animals 24 hours a day, 365 days a year.
 - B. Newburyport will provide daily supervision, food, water and humane care to animals boarded at the shelter.
 - C. All Animal Control Officers will log in each time they enter the Animal Shelter Facility. The sign-in sheets will be submitted monthly to the Director of Public Health.
 - D. The Animal Shelter Facility is to be solely used for the impounding of animals and to be used by Animal Control Officers only. There shall be no entry of other persons in the shelter without the consent of the City of Newburyport Director of Public Health.

- E. Newburyport will be responsible for the Animal Shelter Facility cleaning/sanitizing supplies, maintenance, heat, water, electric and other utility costs incurred in connection with the operation of the Facility.
 - F. Newburyport will be responsible to keep the Animal Shelter Facility and associated kennels maintained, clean, and sanitary on a daily basis. Excreta and food waste shall be removed from primary enclosures daily and from under enclosures as often as necessary to prevent an excessive accumulation of feces and food waste, to prevent soiling of the animals contained in the enclosures, and to reduce disease, hazards, insects, pests, and odors. The condition of the kennels and quality of care is to be of a high caliber and performed to the standards established by the City of Newburyport Director of Public Health.
 - G. Boarding facilities shall include a sheltered kennel unit with cages and/or runs that protect the animals from precipitation, and extreme hot (100°F or greater) and cold (45°F or less) conditions. Except in emergency situations, as determined by the Newburyport Animal Control Officer, no more than one adult animal shall be kept per cage.
 - H. Newburyport will be responsible for ensuring that an ill or injured animal is treated promptly by the respective Participating Governmental Unit's contracted licensed veterinarian, depending on the nature and/or seriousness of the illness or injury, and that any prescribed medication is promptly obtained and administered.
- II. FEES:
- A. Owners who reclaim animal(s) shall make payment to the City of Newburyport prior to reclaiming their animal(s) for all boarding fees (\$35.00 per day for each animal) and all other fees related to shelter services provided per day per animal.
 - B. Newburyport shall provide invoices, collect monies and keep records of all required fees received from owners. Invoices provided to owners who are retrieving their animal shall include the date that the animal was delivered to the shelter, the per day shelter rate, the number of days that the animal was sheltered, medical bills as applicable, and total fee due and collected.
 - C. Each Participating Governmental Unit shall be responsible for the direct costs to care for the animals which originate from said community, including but not limited to flea treatments and any veterinary costs. For the purposes of this agreement, "veterinary costs" shall include rabies vaccinations, health evaluation, treatment of minor curable diseases and euthanasia.
 - D. Each Participating Governmental Unit shall pay any additional costs associated with the transport and removal of animals from their community if an animal is not claimed or is injured.

- E. Newburyport may add a surcharge of up to ten (10) percent (not to exceed \$25.00) to medical bills to cover certain incidental costs relating to transportation of an animal to a veterinarian's office, telephone expenses incurred in connection with medical treatment, and any special care involved. Bills must support all medical charges and receipts bearing the name of the veterinarian or firm from whom they were obtained.
 - F. Fees for animals that are unclaimed by the owner at the end of the maximum seven (7) day holding period shall be paid by the Participating Governmental Unit where the animal originated.
 - G. All fees and receipts from boarding and all other services related to the shelter shall be submitted monthly to the City of Newburyport Health Department.
- III. RECORD KEEPING: Each Participating Governmental Unit's Animal Control Officers shall maintain an impound record on each animal delivered to the Animal Shelter Facility. The impound record will be prepared and filled out by the appropriate Animal Control Officer and delivered to the Facility with the animal.

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

IV. DISCHARGE:

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

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

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

- B. Unclaimed animals: Unless requested by the Newburyport Director of Public Health or West Newbury Police Chief to retain the animal for a longer period (2 to 4 additional days), animals will be picked up on or immediately following the seventh (7th) day of confinement by the

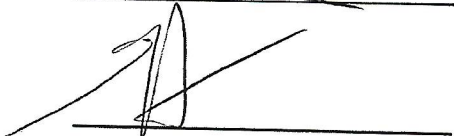
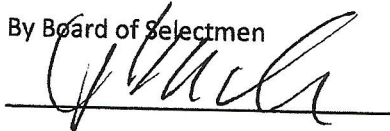
Animal Control Officer. The written notice to extend shelter services from the Newburyport Director of Public Health or West Newbury Police Chief must accompany the reports to the city or town. The shelter may place such animals as are deemed suitable up for adoption in accordance with MGL Chapter 140, section 136A.

Article 12 Miscellaneous

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

TOWN OF WEST NEWBURY

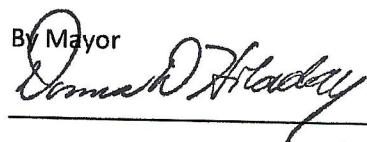
By Board of Selectmen



Dated: _____

CITY OF NEWBURYPORT

By Mayor



Dated: 9/16/2020

TOWN OF WEST NEWBURY



FY24 Operating Budget

	FY 2021	FY 2022	FY 2022	FY 2023	YTD thru 2/1/2023		FY 2024	FY 2024	TM proposed	Proposed Change		FY 2024
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Harbormaster Salary & Wages	2,000	-	-	-	-	-	-	-	2/6/2023	2/6/2023		
Harbormaster Exp (contracted services)	-	3,500	2,500	4,000	3,038	76.0%	4,096	4,000	4,000	-	0.0%	
295 Total Harbormaster	2,000	3,500	2,500	4,000	3,038	76.0%	4,096	4,000	4,000	-	0.0%	-

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

Article 1. Purpose

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

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

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

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

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

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

Article 2. Definitions

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

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

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

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

Article 3. Term

This Agreement shall take effect upon its approval and execution by the Boards of Selectmen of the respective Participating Governmental Units, and shall expire on June 30, 2024. Either Participating Governmental Unit shall give notice in writing to the other at least ninety (90) days prior to the expiration date whether or not it wishes to extend this Agreement.

Article 4. Lead Town

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

Article 5. Funding Contribution

During Fiscal Year 2022, the Town of West Newbury shall pay the Town of Salisbury two separate amounts for services provided by the Town of Salisbury. The Town of West Newbury shall pay the Town of Salisbury for pump out services a total sum of not greater than \$6,000.00 to be paid upon receipt of invoices for services rendered. In addition, upon presentation of invoices by the Town of Salisbury, the Town of West Newbury shall pay the Town of Salisbury for enforcement of Harbor Regulations a total sum of \$2,500 in two equal payment of \$1,250.00 on or before July 31 and November 30 of each fiscal year of the Agreement, to be paid as a fixed fee for services provided pursuant to Article 7 below. These payments shall include all applicable expenses incurred by the Town of Salisbury in providing services on behalf of the Participating Governmental Units, including, but not limited to, wages and any other applicable benefits. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution during the term of this Agreement, subject to available appropriation.

Article 6. Financial Safeguards

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

Article 7. Hours of Services and Service Requirements

The Town of Salisbury shall provide pump out services under this Agreement on an as-needed basis in accordance with Attachment A to the Town of West Newbury's Clean Vessel Act (CVA) grant agreement with the Commonwealth of Massachusetts, Division of Marine Fisheries, which

is attached hereto and incorporated herein. In addition, on weekend days (including weekday holidays) during the boating season (May 15 - October 15), the Town of Salisbury shall conduct periodic patrols of the portion of the Merrimack River abutting West Newbury in order to establish a visible presence of the Harbormaster and to conduct enforcement activities pursuant to the West Newbury Harbor Regulations; provided, however, that such patrols may be suspended, upon the reasonable judgment of the Harbormaster, on days with inclement weather.

Article 8. Vehicle Usage

The Town of West Newbury shall provide a pump out boat. This vehicle shall be made available for the use of the Salisbury Harbormaster. Collision and liability insurance for this vehicle shall be paid by the Town of West Newbury. Upon presentation of receipts for expenses incurred, the Town of Salisbury shall be reimbursed for reasonable costs, not to exceed \$500.00 within a fiscal year, associated with the garaging, maintenance and upkeep of West Newbury's pump out boat during the term of this Agreement.

Article 9. Fees and Fines

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

Article 10. Indemnification

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

Article 11. Miscellaneous

- a) This Agreement may only be amended in writing by vote of both of the Participating Governmental Units. Should additional municipalities seek to join this program of shared pump out services, the terms agreed to herein, including apportionment of expenses, for

such additional municipalities shall be negotiated and approved by both of the Participating Governmental Units.

- b) This Agreement represents the entire understanding of the parties with respect to its subject matter.
- c) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- d) If any of the provisions of this Agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under such provision, provided, however, that the remainder of the Agreement shall be enforced.

Witness our hands and seals as of this 28th day of June, 2021.

TOWN OF WEST NEWBURY
By its Select Board

TOWN OF SALISBURY
By its Board of Selectmen

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

Dated: 6/28/21

TOWN OF WEST NEWBURY



FY24 Operating Budget

	FY 2021	FY 2022	FY 2022	FY 2023	YTD thru 2/1/2023		FY 2024	FY 2024	TM proposed	Proposed Change		FY 2024
	Expended	Amended	Expended	Approved	\$	%	DH/BCC	TM proposed	/ SB referred	\$	%	FinCom rec.
	6/30/2021	10/23/2021	6/30/2022	5/14/2022	Percent of yr: 58.9%			2/6/2023	2/13/2023			
Whittier Minimum Contribution	146,262	136,998	136,998	219,455	186,537	85.0%	233,971	217,901	233,971	14,516	6.6%	
Whittier Other Assessments	22,570	18,727	18,727	27,420	23,307	85.0%	32,904	23,624	32,904	5,484	20.0%	
Whittier Debt/Capital Assessment	21,781	21,602	21,602	23,860	20,281	85.0%	23,860	21,392	23,860	-	0.0%	
305 Total Whittier	190,613	177,327	177,327	270,735	230,125	85.0%	290,735	262,917	290,735	20,000	7.4%	-

**WHITTIER REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL
TOTAL ASSESSMENTS FOR FY 2024**

Required Net School Spending		26,519,399
Other Assessments, Transportation and Community Education		1,690,633
Long Term Debt Assessment		-
Capital Assessment		695,000
Other Educational Assessment		<u>1,526,328</u>
Gross Budget		30,431,360
Less Revenues To Be Applied:		
Chapter 70 aid	13,387,607	
E and D		
Transportation	<u>900,000</u>	<u>14,287,607</u>
Total Assessments		<u><u>16,143,753</u></u>

	<u>Minimum Contribution</u>	<u>Other Assessments</u>	<u>Long-term Debt Assessments</u>	<u>Capital Assessments</u>	<u>Other Educational Assessments</u>	<u>Total Assessments</u>
Amesbury	1,777,424	72,552	-	67,684	140,063	2,057,723
Georgetown	867,039	34,106	-	48,356	65,842	1,015,342
Groveland	522,197	21,704	-	29,268	41,899	615,068
Haverhill	6,791,169	537,630	-	289,102	1,037,903	8,655,804
Ipswich	498,159	18,603	-	54,202	35,914	606,878
Merrimac	584,655	24,804	-	27,136	47,885	684,480
Newbury	253,173	9,922	-	23,112	19,154	305,360
Newburyport	478,802	17,983	-	80,168	34,716	611,670
Rowley	352,170	14,262	-	25,382	27,534	419,348
Salisbury	789,103	31,005	-	29,199	59,856	909,163
West Newbury	217,901	8,061	-	21,392	15,563	262,917
TOTALS	<u><u>13,131,792</u></u>	<u><u>790,633</u></u>	<u><u>-</u></u>	<u><u>695,000</u></u>	<u><u>1,526,328</u></u>	<u><u>16,143,753</u></u>

TOWN OF WEST NEWBURY



FY24 Operating Budget

	FY 2021	FY 2022	FY 2022	FY 2023	YTD thru 2/1/2023		FY 2024	FY 2024	TM proposed	Proposed Change		FY 2024
	Expended	Amended	Expended	Approved	\$	%	DH/BCC	TM proposed	/ SB referred	\$	%	FinCom rec.
	6/30/2021	10/23/2021	6/30/2022	5/14/2022	Percent of yr: 58.9%			2/6/2023	2/13/2023			
Essex North Shore Agricultural	38,167	44,125	41,234	43,213	21,889	50.7%	46,327	46,327	46,327	3,114	7.2%	
310 Total Essex North Shore Agricultural	38,167	44,125	41,234	43,213	21,889	50.7%	46,327	46,327	46,327	3,114	7.2%	-

TOWN OF WEST NEWBURY



FY24 Operating Budget

	FY 2021	FY 2022	FY 2022	FY 2023	YTD thru 2/1/2023		FY 2024	FY 2024	TM proposed	Proposed Change		FY 2024
	Expended	Amended	Expended	Approved	\$	%	DH/BCC	TM proposed	/ SB referred	\$	%	FinCom rec.
	6/30/2021	10/23/2021	6/30/2022	5/14/2022	Percent of yr: 58.9%			2/6/2023	2/13/2023			
BENEFITS												
Essex Regional Retirement Assessment	687,493	731,433	731,432	805,420	805,419	100.0%	675,135	2/6/2023 675,135	2/6/2023 675,135	(130,285)	-16.2%	2/15/2023 675,135
911 Total Essex Regional Retirement	687,493	731,433	731,432	805,420	805,419	100.0%	675,135	2/6/2023 675,135	2/6/2023 675,135	(130,285)	-16.2%	2/15/2023 675,135
Unemployment Insurance & Benefits	-	1,500	439	1,500	-	0.0%	1,200	2/6/2023 1,200	2/6/2023 1,200	(300)	-20.0%	2/15/2023 1,200
913 Total Unemployment Insurance	-	1,500	439	1,500	-	0.0%	1,200	2/6/2023 1,200	2/6/2023 1,200	(300)	-20.0%	2/15/2023 1,200
Group Insurance	394,029	408,755	406,997	481,857	270,952	56.2%	554,551	2/25/2023 527,865	3/13/2023 527,865	46,008	9.5%	3/1/2023 527,865
914 Total Group Insurance	394,029	408,755	406,997	481,857	270,952	56.2%	554,551	2/25/2023 527,865	3/13/2023 527,865	46,008	9.5%	3/1/2023 527,865
FICA Insurance	46,737	50,476	52,412	51,485	28,587	55.5%	56,406	3/17/2023 57,199	2/6/2023 56,406	4,921	9.6%	3/22/2023
916 Total FICA Insurance	46,737	50,476	52,412	51,485	28,587	55.5%	56,406	3/17/2023 57,199	2/6/2023 56,406	4,921	9.6%	3/22/2023
Insurance and Bonds	174,508	185,081	187,002	199,865	186,972	93.5%	217,349	3/6/2023 219,643	2/6/2023 217,649	17,784	8.9%	3/22/2023
945 Total Insurance and Bonds	174,508	185,081	187,002	199,865	186,972	93.5%	217,349	3/6/2023 219,643	2/6/2023 217,649	17,784	8.9%	3/22/2023
TOTAL BENEFITS:	1,302,767	1,377,246	1,378,282	1,540,127	1,291,930	83.9%	1,504,641	1,481,042	1,478,255	(61,872)	-4.0%	1,204,200

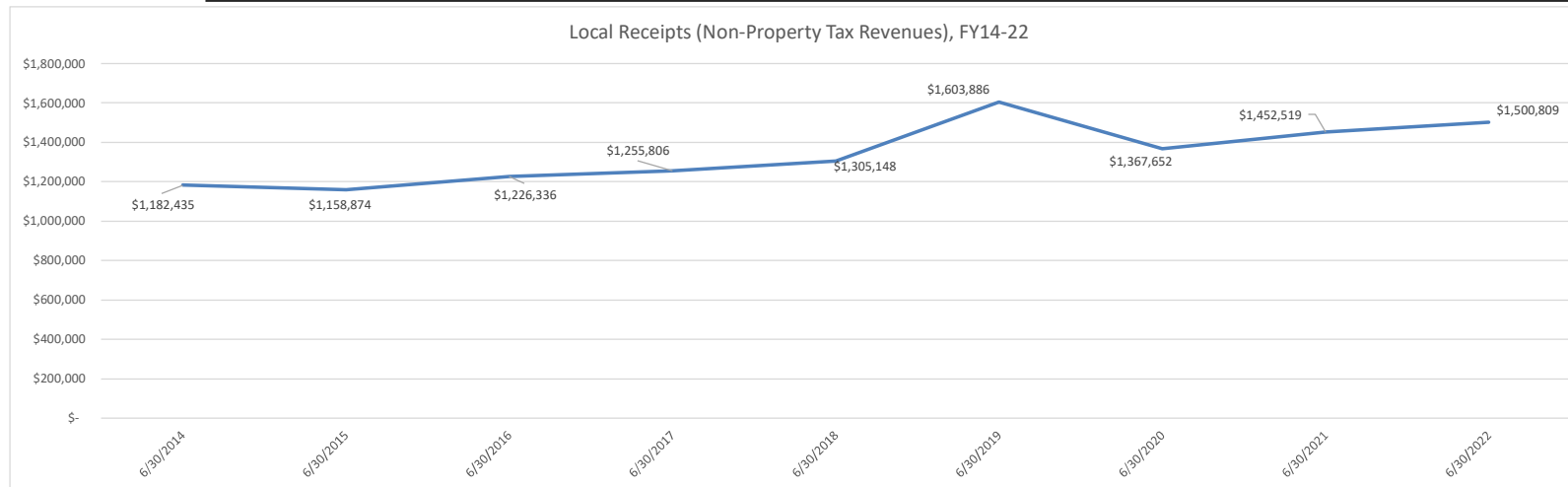
Budget Estimating Worksheet, Insurance and Bonds, FY24 **WORKING DRAFT**

<u>Item</u>	<u>FY23 BUDGETED</u>	<u>FY24 DRAFT</u>	<u>Assumed change</u>	<u>Notes 3/6/23</u>
Bond Jennings	\$ 606.90	\$ 551.25	5%	
Bond Gilbert	\$ 606.90	\$ 446.25	5%	
Bond Blatchford	\$ 105.00	\$ 105.00	5%	
Bond Asst Clerk	\$ 105.00	\$ 105.00	5%	
Chubb (Police/Fire Accident)	\$ 27,635.27	\$ 29,535.00	10%	
Soldiers & Sailors Bldg	\$ 3,099.70	\$ 2,137.30	10%	Actual number (received from Emma DeLuccia 3/2/23) adjusted by 10% for FY24 invoice
Lloyds of London (694 Main St)	\$ 695.68	\$ 815.80	10%	Actual number (received from Emma DeLuccia 3/2/23) adjusted by 10% for FY24 invoice over last 5 yrs, 20% loss ratio; that's good. Anything below 40% is good.
MIIA property/casualty	\$ 130,160.84	\$ 132,225.00	2.5%	
Public officials liability and law enforcement legal liability		\$ 30,510.00	Add 3-4%	been no losses in last 3 yrs. 162% loss ratio on workers comp. some payroll adjustments the other way, so that's brought premium down.
MIIA workers comp	\$ 28,138.01	\$ 29,761.00	level	
Supplemental charge for ins. Cert. to WNHA for Annex	\$ 500.00			
MIIA addition of coverage for public safety tech inventory	\$ 4,596.90	\$ 4,596.90	5%	
Workers comp audit	\$ 645.00		level	
Contingency	\$ 2,970.00	\$ 2,000.00		
Water slide policy			2%	Paid from Summer Rec revolving fund
	<u>\$ 199,865.19</u>	<u>\$ 232,788.50</u>		
MIIA bill		\$ 192,496.00		
Water percentage (FY23)			6.8%	
Water percentage (FY23) applied to FY24 est.:		\$ 13,146.16		
Net (General Fund budget amount):		\$ 219,642.34		

Source: Angus Jennings, Town Manager

Local Receipts: FY14-FY22, Projected FY23

	6/30/2014	6/30/2015	6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	Average	Five Year Rolling Average	90% of Five year Rolling	2023 Recap Projected Revenues
Motor Vehicle	\$ 640,052	\$ 665,622	\$ 691,907	\$ 734,824	\$ 774,583	\$ 806,885	\$ 784,124	\$ 814,348	\$ 858,791	\$ 752,348	\$ 807,746	\$ 726,972	\$ 870,000
Other Excise	\$ 2,083	\$ 2,027	\$ 1,829	\$ 1,909	\$ 2,311	\$ 1,140	\$ 1,750	\$ 1,617	\$ 2,076	\$ 1,860	\$ 1,779	\$ 1,601	\$ 1,800
Pen & Int Taxes & Excise	\$ 61,117	\$ 42,727	\$ 42,297	\$ 39,633	\$ 46,203	\$ 40,657	\$ 55,885	\$ 59,004	\$ 70,988	\$ 50,946	\$ 54,547	\$ 49,093	\$ 55,000
PILOT	\$ 10,292	\$ 10,020	\$ 13,209	\$ 12,218	\$ 5,778	\$ 13,203	\$ 19,494	\$ 53,368	\$ 89,829	\$ 25,268	\$ 36,334	\$ 32,701	\$ 20,000
Rentals	\$ 145,976	\$ 151,762	\$ 138,666	\$ 148,620	\$ 161,255	\$ 143,168	\$ 122,144	\$ 138,273	\$ 161,014	\$ 145,653	\$ 145,171	\$ 110,344	\$ 161,014
Other Dept Rev	\$ 19,368	\$ 31,739	\$ 18,946	\$ 59,118	\$ 65,009	\$ 17,004	\$ 17,585	\$ 24,977	\$ 25,231	\$ 30,997	\$ 29,961	\$ 26,965	\$ 27,000
Lic & Permits	\$ 197,550	\$ 199,487	\$ 244,413	\$ 175,404	\$ 156,494	\$ 253,113	\$ 267,024	\$ 227,541	\$ 192,043	\$ 212,563	\$ 219,243	\$ 197,319	\$ 197,162
Fines & Forfeits	\$ 25,859	\$ 22,075	\$ 23,908	\$ 16,473	\$ 17,278	\$ 12,631	\$ 12,096	\$ 9,070	\$ 13,604	\$ 16,999	\$ 12,936	\$ 11,642	\$ 12,000
Invest Income	\$ 15,227	\$ 26,844	\$ 35,191	\$ 40,881	\$ 43,846	\$ 90,414	\$ 60,478	\$ 21,373	\$ 7,765	\$ 38,002	\$ 44,775	\$ 40,298	\$ 14,000
Misc Recurring	\$ 1,394	\$ 4,348	\$ 3,168	\$ 13,931	\$ 29,304	\$ 89,655	\$ 26,000	\$ 30,000	\$ 30,750	\$ 25,394	\$ 41,142	\$ 37,028	\$ 31,518
Misc Non-recurring	\$ 63,517	\$ 2,223	\$ 12,802	\$ 12,795	\$ 3,089	\$ 136,016	\$ 1,072	\$ 72,948	\$ 48,717	\$ 39,242	\$ 52,369	\$ 47,132	\$ -
Total	\$ 1,182,435	\$ 1,158,874	\$ 1,226,336	\$ 1,255,806	\$ 1,305,148	\$ 1,603,886	\$ 1,367,652	\$ 1,452,519	\$ 1,500,809	\$ 1,339,274	\$ 1,446,003	\$ 1,281,093	\$ 1,389,494



Source: Angus Jennings, Town Manager

TAX RATE RECAPITULATION

Fiscal Year 2023

LOCAL RECEIPTS NOT ALLOCATED *

	Receipt Type Description	(a) Actual Receipts Fiscal 2022	(b) Estimated Receipts Fiscal 2023	Percentage Change
==>	1. MOTOR VEHICLE EXCISE	858,791.33	870,000.00	1.31
	2. OTHER EXCISE			
==>	a.Meals	0.00	0.00	0.00
==>	b.Room	0.00	0.00	0.00
==>	c.Other	2,075.89	1,800.00	-13.29
==>	d.Cannabis	0.00	0.00	0.00
==>	3. PENALTIES AND INTEREST ON TAXES AND EXCISES	70,988.04	55,000.00	-22.52
==>	4. PAYMENTS IN LIEU OF TAXES	89,828.82	20,000.00	-77.74
	5. CHARGES FOR SERVICES - WATER	0.00	0.00	0.00
	6. CHARGES FOR SERVICES - SEWER	0.00	0.00	0.00
	7. CHARGES FOR SERVICES - HOSPITAL	0.00	0.00	0.00
	8. CHARGES FOR SERVICES - SOLID WASTE FEES	0.00	0.00	0.00
	9. OTHER CHARGES FOR SERVICES	0.00	0.00	0.00
	10. FEES	0.00	0.00	0.00
	a.Cannabis Impact Fee	0.00	0.00	0.00
	b.Community Impact Fee Short Term Rentals	0.00	0.00	0.00
	11. RENTALS	161,014.14	161,014.00	0.00
	12. DEPARTMENTAL REVENUE - SCHOOLS	0.00	0.00	0.00
	13. DEPARTMENTAL REVENUE - LIBRARIES	0.00	0.00	0.00
	14. DEPARTMENTAL REVENUE - CEMETERIES	0.00	0.00	0.00
	15. DEPARTMENTAL REVENUE - RECREATION	0.00	0.00	0.00
	16. OTHER DEPARTMENTAL REVENUE	25,230.99	27,000.00	7.01
	17. LICENSES AND PERMITS			
	a.Building Permits	125,865.00	130,661.51	3.81
	b.Other licenses and permits	66,178.47	66,500.00	0.49
	18. SPECIAL ASSESSMENTS	0.00	0.00	0.00
==>	19. FINES AND FORFEITS	13,604.18	12,000.00	-11.79
==>	20. INVESTMENT INCOME	7,764.66	14,000.00	80.30
==>	21. MEDICAID REIMBURSEMENT	0.00	0.00	0.00
==>	22. MISCELLANEOUS RECURRING	30,750.00	31,518.00	2.50
	23. MISCELLANEOUS NON-RECURRING	48,717.01	0.00	-100.00
	24. Totals	1,500,808.53	1,389,493.51	-7.42

Signatures

Annual OR Special Warrant Articles - Spring 2023 Town Meeting				Recommendations	
# (DRAFT) Article	Amt (if \$)	Sponsor	Date of FinCom review	Select Board	FinCom
1	To give votes to the election of the public offices	n/a	Select Board	n/a	n/a
2	Reports of Town Officers and Committees	n/a	Select Board	n/a	n/a
39	Adoption of MGL Ch. 166, Sec. 32A (Wiring Inspectors)	n/a	Select Board	n/a	3-0 on 2/13 no recc.
42	Zoning Bylaw Recodification (Planning Board public hearing March 7th)	n/a	Planning Board	n/a	3-0 on 2/27 no recc.
3	School Stabilization Fund transfer	\$ 200,000	Select Board	2/15/2023	3-0 on 2/13 6-0 on 2/15
18	Transfer funds to Other Post-Employment Benefits (OPEB) Stabilization Fund	\$ 6,868	Select Board	2/15/2023	3-0 on 2/13 6-0 on 2/15
37	MBTA Communities grant matching funds	\$ 7,500	Select Board	2/15/2023	3-0 on 2/13 4-2 on 2/15
16	Appropriation from Septic Loan Revolving Fund	\$ 10,364	Board of Health	2/22/2023	3-0 on 2/27 6-0 on 2/22
22	Allocate and/or reserve Community Preservation Fund annual revenues	\$ 609,037	CPC	2/22/2023	3-0 on 2/27 6-0 on 2/22
23	Sawmill Brook (Poorhouse Lane) land acquisition	\$ 350,000	CPC/SB	2/22/2023	3-0 on 3/13 6-0 on 2/22
24	Transfer CPC funds to Affordable Housing Trust	\$ 172,178	CPC/SB	2/22/2023	6-0 on 2/22
29	Ash Tree Treatments (Multi-Year Funding Program)	\$ 60,180	DPW Director	2/22/2023	3-0 on 2/13 2-3-1 on 2/22
<p><i>NOTE: At its meeting on Feb. 22nd, following discussion, the FinCom voted 3-2-1 IN FAVOR of appropriating \$18,700 for this purpose. Its vote for the amount proposed FAILE</i></p>					
30	Page School security cameras	\$ 8,300	DPW Director	2/22/2023	3-0 on 2/27 6-0 on 2/22
35	Funding for cemetery cleanup	\$ 4,150	Hist. Comm.	2/22/2023	3-0 on 2/27 6-0 on 2/22
38	Invasive Species management	\$ 20,000	Open Space Comm.	2/22/2023	2-1 on 2/27 6-0 on 2/22
17	Transfer funds for Pension Liability Stabilization Fund	\$ 67,514	Select Board	3/1/2023	3-0 on 2/13 1-5 on 3/1
21	Fix FY24 max amounts that may be spent from revolving funds 5.1 to 5.5	\$ -	Select Board	3/1/2023	3-0 on 3/13 6-0 on 3/1
<p><i>NOTE: At its meeting on March 1st, following discussion, the FinCom voted 6-0 in favor of Revolving Funds 5.1-5.5; and tabled action on Fund 5.6 (Curbside Collection & Recyc</i></p>					
32	Purchase infield grader	\$ 4,425	P&R Comm	3/1/2023	2-1 on 2/27 6-0 on 3/1
33	Pipestave Field 6 Restoration	\$ 15,000	P&R Comm	3/1/2023	2-1 on 2/27 6-0 on 3/1
34	Pipestave fencing	\$ 9,960	DPW Director	3/1/2023	3-0 on 2/27 6-0 on 3/1
21	Fix FY24 max amounts that may be spent from revolving fund 5.6 (Curbside/Recycling)	\$ -	Select Board	3/15/2023	3-0 on 3/13 5-0 on 3/15
6	FY24 Water Operating Budget	\$ 1,048,532	BOWC	3/15/2023	2-0-1 on 3/13 5-0 on 3/15
7	Church/Prospect Water Main Replacements - CAPITAL ARTICLE	\$ 625,000	BOWC	3/15/2023	3-0 on 3/13 5-0 on 3/15
<p><i>NOTE: At its meeting on March 13th, the Select Board voted to appropriate ARPA funds for the pipe purchase; and to modify the proposed Article request to instead seek Town Meeting vote to authorize borrowing for the remainder of the overall Church/Prospect project costs (estimated - conservatively, we hope - at up to \$2.5M). While borrowing would not be anticipated until, at earliest, spring 2024, securing voter authorization would ensure that ARPA funds would be committed to an actual project, and avoid the risk of purchasing pipe (with ARPA funds) to only later have Town Meeting voters reject the overall project.</i></p>					
8	Appropriation of Water Retained Earnings for FY23 purchase of water	\$ 140,000	BOWC	3/15/2023	3-0 on 3/13 5-0 on 3/15
9	Water - purchase new Master Meter at Pipestave Booster Station	\$ 3,865	BOWC	3/15/2023	3-0 on 3/13 5-0 on 3/15
10	Water - purchase Continuous Chlorine Monitoring System	\$ 19,900	BOWC	3/15/2023	3-0 on 3/13 5-0 on 3/15
11	Water - purchase SCADA Remote Terminal Units	\$ 7,340	BOWC	3/15/2023	3-0 on 3/13 5-0 on 3/15
12	Water - Exterior Repairs to Wellfield #1 Building - CAPITAL ARTICLE	\$ 16,610	BOWC	3/15/2023	3-0 on 3/13 5-0 on 3/15
13	Water - Clean Wellheads at Wellfield #1	\$ 9,975	BOWC	3/15/2023	3-0 on 3/13 5-0 on 3/15
14	Water - Valves hydrants water mains meter pits	\$ 30,000	BOWC	3/15/2023	3-0 on 3/13 5-0 on 3/15

Annual OR Special Warrant Articles - Spring 2023 Town Meeting					Recommendations	
# (DRAFT)	Article	Amt (if \$)	Sponsor	Date of FinCom review	Select Board	FinCom
26	Fire Pickup Truck replacement - CAPITAL ARTICLE	\$ 117,000	Board of Fire Engineers	3/22/2023	3-0 on 3/13	
28	Police Cruiser purchase, supplemental funding (FY23 vehicle)	\$ 25,000	Police Chief	3/22/2023		
25	DPW Sidewalk Plow replacement - CAPITAL ARTICLE	\$ 172,000	DPW Director	3/22/2023		
27	Page School HVAC - CAPITAL ARTICLE	\$ 115,000	DPW Director	3/22/2023		
15	Funds for study of 31 Dole Place	\$ 50,000	Select Board	3/22/2023	3-0 on 3/13	
20	Appropriation of PEG Reserved Revenues under MGL c.44 s.53F3/4	\$ 90,000	Select Board	3/22/2023		
31	Funds for Route 113 Corridor Planning (pedestrian safety)	\$ 59,500	Select Board	3/22/2023		
5	Instructions, Rules and Regulations for Board of Water Commissioners	n/a	Select Board	3/22/2023		
40	Solar Bylaw amendments (Planning Board public hearing March 7th)	n/a	Planning Board	3/22/2023 (?)		
19	Snow & Ice deficit	TBD	DPW Director	3/29/2023	3-0 on 3/13	
4	FY24 Town Operating Budget	TBD	Select Board	3/29/2023		

Notes:

Numbering does not correspond to order or numbering that will appear on Town Meeting warrants.

Cells shaded in blue are recommended/requested for STM, not ATM.

Amounts shaded in yellow are revised from initial draft proposed Articles.

Annual OR Special Warrant Articles - Spring 2023 Town Meeting		Proposed Funding Source (DRAFT)						
		Free Cash	Stabilization	School Stabilization	CPA	Water Retained Earnings	Water Stabilization	Other
#	Article							
1	To give votes to the election of the public offices							
2	Reports of Town Officers and Committees							
39	Adoption of MGL Ch. 166, Sec. 32A (Wiring Inspectors)							
42	Zoning Bylaw Recodification (Planning Board public hearing March 7th)							
3	School Stabilization Fund transfer			\$ 200,000				
18	Transfer funds to Other Post-Employment Benefits (OPEB) Stabilization Fund	\$ 6,868						
37	MBTA Communities grant matching funds	\$ 7,500						
16	Appropriation from Septic Loan Revolving Fund							\$ 10,364
22	Allocate and/or reserve Community Preservation Fund annual revenues				\$ 609,037			
23	Sawmill Brook (Poorhouse Lane) land acquisition				\$ 350,000			
24	Transfer CPC funds to Affordable Housing Trust				\$ 172,178			
29	Ash Tree Treatments (Multi-Year Funding Program)	\$ 60,180						
30	Page School security cameras	\$ 8,300						
35	Funding for cemetery cleanup	\$ 4,150						
38	Invasive Species management	\$ 20,000						
17	Transfer funds for Pension Liability Stabilization Fund	\$ 67,514						
21	Fix FY24 max amounts that may be spent from revolving funds 5.1 to 5.5							\$ -
32	Purchase infield grader	\$ 4,425						
33	Pipestave Field 6 Restoration	\$ 15,000						
34	Pipestave fencing	\$ 9,960						
21	Fix FY24 max amounts that may be spent from revolving fund 5.6 (Curbside/Recycling)							\$ -
6	FY24 Water Operating Budget							
7	Church/Prospect Water Main Replacements - CAPITAL ARTICLE					TBD	TBD	
8	Appropriation of Water Retained Earnings for FY23 purchase of water					\$ 140,000		
9	Water - purchase new Master Meter at Pipestave Booster Station						\$ 3,865	
10	Water - purchase Continuous Chlorine Monitoring System						\$ 19,900	
11	Water - purchase SCADA Remote Terminal Units						\$ 7,340	
12	Water - Exterior Repairs to Wellfield #1 Building - CAPITAL ARTICLE						\$ 16,610	
13	Water - Clean Wellheads at Wellfield #1					\$ 9,975		
14	Water - Valves hydrants water mains meter pits					\$ 30,000		
26	Fire Pickup Truck replacement - CAPITAL ARTICLE		\$ 117,000					
28	Police Cruiser purchase, supplemental funding (FY23 vehicle)	\$ 25,000						
25	DPW Sidewalk Plow replacement - CAPITAL ARTICLE		\$ 172,000					
27	Page School HVAC - CAPITAL ARTICLE		\$ 115,000					
15	Funds for study of 31 Dole Place	\$ 50,000						
20	Appropriation of PEG Reserved Revenues under MGL c.44 s.53F3/4							\$ 90,000

Annual OR Special Warrant Articles - Spring 2023 Town Meeting # (DRAFT) Article		Proposed Funding Source (DRAFT)						
		Free Cash	Stabilization	School Stabilization	CPA	Water Retained Earnings	Water Stabilization	Other
31	Funds for Route 113 Corridor Planning (pedestrian safety)	\$ 59,500						
5	Instructions, Rules and Regulations for Board of Water Commissioners							
40	Solar Bylaw amendments (Planning Board public hearing March 7th)							
19	Snow & Ice deficit							
4	FY24 Town Operating Budget							
Sub-Totals (Preliminary and Incomplete):		\$ 338,397	\$ 404,000	\$ 200,000	\$ 1,131,215	\$ 179,975	\$ 47,715	\$ 100,364

Notes:

Numbering does not correspond to order or numbering that will appear on Town Meeting warrants.

ARTICLE REQUEST FORM

ARTICLE: *Replace 21-year old F250 Fire Pick-up Truck (Engine #27) with new F350 4x4 Fire Pick-up Truck including all safety equipment.*

AMOUNT REQUESTED: \$117,000 (Capital Request)

CONTACT PERSON: Michael Dwyer, Fire Chief

PHONE NUMBER: 978-363-1212

Date: 1/20/2023

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

The West Newbury Fire Department is requesting funding to replace our Ford F250 pick up truck. This vehicle is housed in the Garden Street fire station and serves two functions and a EMS vehicle and off road vehicle for wildfire response.

What factors affect the timing of this purchase?

The current vehicle is over 21 years old is beyond its service life. The current water pump, tank and mounted equipment has been reused on multiple vehicles and are no longer serviceable and will need to be replaced.

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

Recommended sunset date of June 30, 2025

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

Annual \$3,000 - \$4,000.

Does this Article involve improvement, preservation or creation of tangible Town-owned 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.

This article is a free cash request and meets the criteria for a capital project. (FD-006)

Please attach additional pages or other supporting documentation.

Town of West Newbury Capital Improvement Program - Project Request summary

CIP CODE FD-006



Date: 12/27/2019 with updates through 10/28/22 Dept. Priority (1 of 3, etc.): 1
 Department: Fire Department Est. Funding Request: \$117,000
 Project Title: Replace 2001 Pickup Truck (Engine #27) Est. Useful Life (Years): 10-15 YEARS
 Contact: Michael Dwyer, FIRE CHIEF

Previously Presented? Yes No If Yes, when? (FY): _____

Project Type: Check All That Apply -

Scheduled Replacement	<input checked="" type="checkbox"/>	Expanded Service	<input type="checkbox"/>	Deemed Critical by Dept.	<input checked="" type="checkbox"/>
Present Equipment Obsolete	<input checked="" type="checkbox"/>	New Operation	<input type="checkbox"/>	Regulatory Requirement	<input type="checkbox"/>
Replace Worn-out Equipment	<input checked="" type="checkbox"/>	Improved Efficiency/Procedures	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
Health and Life Safety	<input checked="" type="checkbox"/>	New Revenue	<input type="checkbox"/>		

Project Description:

Request to replace a 2001 F250 Pickup Truck (Engine #27) used as for off road firefighting and EMS response out of Garden Street Station. This vehicle will be a new vehicle of the same specification or if available accept an older DPW that has been recently replaced. The vehicle would be replaced with a F350 4x4 Pick-up with new fire response equipment included in the cost. Equipment included but not limited to; pump equipment, storage compartments, tow set-up, emergency lighting, radio and lettering

Photo (click image to insert):

Project Financing:

Total Project Cost:	\$117,000	Stabilization Funding:	\$117,000
Amount & Type of Other Local Funding (ie. CPC, bond, op. budget):	\$0	Comments:	
Amount and Type of Non-Local Funding Sources (ie. Grant):	\$0	Comments:	

Future Costs & Operating Expenses:

Estimated Annual Cost of Operation & Maintenance	\$4,000	Comments:	
Estimated Net Effect on Operating Cost, Revenues, Staffing?	\$0	Comments:	

Project Planning:

Proposed Start Date of Project: unknown

How was estimated cost determined? Actual Quote from MHQ - on state contract

Is Funding Necessary for Further Plans/Estimating? no

Can the Project be Phased? If yes, expenditure by year no

	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30+	TOTAL
PROPOSED	\$	\$	\$	\$117,000	\$	\$	\$	\$	\$	\$	\$117,000
CIC RECC.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
APPROVED	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$



Purchase and Sales Agreement

West Newbury, MA

Contact Name: Michael Dwyer, Chief of Department
 Company/Dept: Fire
 Street Address: 403 Main St
 City, State, Zip: West Newbury, MA 01985
 Phone: (978) 363-1111(s.) (978) 609-5354(c.)
 E-Mail: dwyer@westnewburysafety.org

Whelen

Date: 12.7.2022
 Valid Through: 60 days *
 Customer #: _____
 Contract: PCC 22-26
 Sales Rep: Steven Anderson

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
X3B/610A	[Fleet] 2023 Ford Super Duty F-350 SRW (X3B) XL 4WD SuperCab 8' Box	\$ 48,217.00	1	\$ 48,217.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$ -	1	\$ -
44F	Transmission: TorqShift-G 10-Speed Automatic	\$ -	1	\$ -
64F	Wheels: 18" Argent Painted Steel	\$ 445.90	1	\$ 445.90
X4M	Electronic-Locking w/4.30 Axle Ratio	\$ 421.40	1	\$ 421.40
TDX	Tires: LT275/70Rx18E BSW A/T (4)	\$ 259.70	1	\$ 259.70
PQ	Exterior 1:Race Red	\$ -	1	\$ -
AS	Interior:Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat	\$ -	1	\$ -
96V	XL Chrome Package	\$ 220.50	1	\$ 220.50
17X	FX4 Off-Road Package	\$ 485.10	1	\$ 485.10
67B	410 Amp Dual Alternators	\$ 112.70	1	\$ 112.70
86M	Dual 68 AH/65 AGM Batteries	\$ 205.80	1	\$ 205.80
	GVWR: 11,500 lb Payload Package	\$ -	1	\$ -
473	Snow Plow Prep Package	\$ 245.00	1	\$ 245.00
61S	Front Splash Guards/Mud Flaps (Pre-Installed)	\$ 127.40	1	\$ 127.40
18B	Platform Running Boards	\$ 436.10	1	\$ 436.10
61L	Front Wheel Well Liners (Pre-Installed)	\$ 176.40	1	\$ 176.40
66S	Upfitter Switches (6)	\$ 161.70	1	\$ 161.70
76C	Exterior Backup Alarm (Pre-Installed)	\$ 147.00	1	\$ 147.00
43C	110V/400W Outlet	\$ 171.50	1	\$ 171.50
	Potential 2024MY Increase	\$ 7,500.00	1	\$ 7,500.00
	Estimated Total :			\$ 59,333.20
1974	VentVisor 4 piece VentShades	\$ 95.00	1	\$ 95.00
1975	Tint Front Door Glass - 40%	\$ 195.00	1	\$ 195.00
1977	Aftermarket Remote Starter (2 FOBs) also provides Keyless Entry START2	\$ 395.00	1	\$ 395.00
	MHQ Graphics Package "A" - Chevron	\$ 395.00	1	\$ 395.00
	MHQ Graphics Package "C" (does not include full/high int. chevron)	\$ 695.00	1	\$ 695.00
	MHQ Graphics - "Door Jamb Kit" - High Intensity	\$ 210.00	1	\$ 210.00
1227	Tough Country "Rancher" Front Push Bar	\$ 3,060.00	1	\$ 3,060.00
95	Whelen ION DUO Series LED Lights (each) front facing on PB I2*	\$ 180.00	2	\$ 360.00
99	Whelen M4 DUO w/L bracket (each) front/side on PB M4DW* / M4LBKT, Rear LO/HI	\$ 255.00	8	\$ 2,040.00
114	Whelen Full (2 piece) DUO Front Inner Edge FST FSTD MHQ*	\$ 1,295.00	1	\$ 1,295.00
	Whelen CORE Siren/Switch Controller C399	\$ 1,075.00	1	\$ 1,075.00
ADD9	Whelen CORE 2020 Ford Utility Gateway Kit C399K5	\$ 45.00	1	\$ 45.00
	Whelen CORE CCT6 3 Section Control Head and 8 Push-Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob.	\$ 255.00	1	\$ 255.00
ADD4	Whelen WeCanX Expansion Module CEM16	\$ 165.00	3	\$ 495.00

% off MSRP	Whelen "Photo-Cell" (needed on "Slicktop" with CanTro) - CANLITEB	\$ 42.90	1	\$ 42.90
hourly	Whelen wig wag	\$ 125.00	1	\$ 125.00
294	Whelen Vertex hide away light-headlights	\$ 250.00	1	\$ 250.00
% off MSRP	WHELEN TRACER 6 LAMP DUO PAIR / INSTALLED	\$ 1,975.00	1	\$ 1,975.00
95	Whelen ION DUO Series LED Lights (4 / side, 2 rear) TL12*	\$ 180.00	10	\$ 1,800.00
416	Whelen 100W Composite Siren Speaker SA315p / SAK*	\$ 240.00	1	\$ 240.00
% off MSRP	Magnetic Mic Clip(s) #MMSU1	\$ 41.00	2	\$ 82.00
1020	Central Wiring Harness/Power Distribution System CH27120	\$ 750.00	1	\$ 750.00
	Whelen DUO LED Dome Lights (ea.) - front seats 3SRCCDCR / PLSW30	\$ 95.00	2	\$ 190.00
1085	Pro-Gard "SafeStop" Anti-Theft Device S0009	\$ 285.00	1	\$ 285.00
	Havis #C-2410 & C-TMW-24, 24" console with 24" track mount F150-550/Exped	\$ 525.00	1	\$ 525.00
% off MSRP	Dual 12v outlets w/dual USB CLP2PS1USB	\$ 125.00	1	\$ 125.00
797	Havis Side Mount Arm Rest CARM102	\$ 80.00	2	\$ 160.00
% off MSRP	Havis Adjustable Dual Internal Cup Holder CUP21001	\$ 55.00	1	\$ 55.00
% off MSRP	Tapered Aluminum Flatbed Body with cab guard per customer spec.	\$ 11,875.00	1	\$ 11,875.00
1801	Reinforced Plate Mounted Receiver Hitch	\$ 595.00	1	\$ 595.00
% off MSRP	Warn 12,000LB Winch - Synthetic	\$ 2,950.00	1	\$ 2,950.00
% off MSRP	Warn Universal 2" Receiver Winch Mount	\$ 179.75	1	\$ 179.75
Hourly	Topside Toolboxes - left/Right	\$ 1,558.60	2	\$ 3,117.20
% off MSRP	Kimtek Firefighting Skid w/Foam, 200ga tank	\$ 12,888.50	1	\$ 12,888.50
Hourly	Paint Roof and Pillars Single-Stage (YZ) White	\$ 105.00	8	\$ 840.00
1411	Install / Transfer Cust. Supplied 2-way Radio(s) EACH	\$ 235.00	1	\$ 235.00
	PCC AfterMarket Equipment Contract Total :			\$ 49,895.35

Cost per Unit : \$ 109,228.55

Qty. :	1.00
Trade :	\$ -
TOTAL:	\$ 109,228.55

109,228.55 x 7%
2023 INCREASE = 116,874.55 ~~117,000.00~~

TERMS AND CONDITIONS

*This quote is valid for 60 days from the date of quote. Any purchase orders or approved quotes received outside of the 60 day quote period may be subject to price adjustments. By signing this quote, the customer is agreeing to pay, in full, for all items listed above. Any requests for changes, modifications, replacements, removals or additional items may be subject to additional fees and/or adjusted delivery dates.

M.G.L c. 30B applies to the procurement of all commodities quoted. Contract items have been collectively purchased pursuant to M.G.L c 30B sec 1c and M.G.L c.7 sec 22B. The government body is responsible to determine the applicability of M.G.L. c30B to off contract items, but not limited to, off contract items that have already been properly procured under M.G.L. c30B sec 1c and M.G.L. c7 sec 22A (purchases from a vendor on contract with the Commonwealth), other contracts procured under M.G.L. c30B sec 1c and M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

The terms and conditions stated herein and the provisions of any agreement between MHQ and Buyer, if applicable, shall constitute the complete and only terms and conditions applicable to any and all purchases by Buyer from MHQ. Any additional and/or different terms and/or conditions printed anywhere including on, or with, Buyer's order shall be inapplicable in regard to any purchase by Buyer from MHQ.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x

PRINT NAME

x

x

SIGNATURE

x

DATE

ARTICLE REQUEST FORM

ARTICLE: 2023 Ford Police Cruiser

AMOUNT REQUESTED: \$25,000

CONTACT PERSON: Chief Michael Dwyer

PHONE NUMBER: 978-363-1213

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

The police department is replacing a 2018 Ford utility vehicle with 106,000 miles.

What factors affect the timing of this purchase?

The funding for replacement cruisers have been included in the fiscal year budget at \$40,000. The police department collects administrative fees for traffic details when a police vehicle is used. This account offsets the remaining cost of the purchase. There have been significant increases in costs by Ford and equipment manufacturers which are driving up costs. I am requesting to pause the FY24 cruiser line for one budget cycle. The next replacement cruiser is in relatively good shape and has low milage. We currently have 2 hybrid cruisers in operation, and I feel it is important to see how they will impact our replacement schedule moving forward.

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

30-Jun-24

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

The current vehicle will be removed from service and traded in to the dealer. All current equipment that can be used in the new vehicle will be transferred over.

Does this Article involve improvement, preservation or creation of tangible Town-owned 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.

No.

Please attach additional pages or other supporting documentation



QUOTE

CUSTOMER

Contact Name: Chief Jeff Durand
Company/Dept.: West Newbury Police Dept.
Street Address: 401 Main St.
City, State, Zip: West Newbury, MA. Ma. 01985
Phone: 978 363 1213
E-Mail: dwyer@westnewburysafety.org

Date: 12/16/2022
Valid for: 60 Days*
Customer #:
Contract: MAPC/GBPC
Sales Rep: Chad Page

Vehicle & Equipment:

CONTRACT LINE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
K8A	2023 Ford PIU AWD - Hybrid Engine	\$ 44,452.00	1	\$44,452.00
99W	3.3L Hybrid Engine	\$ -	1	\$0.00
500A	Order Code 500A	\$ -	1	\$0.00
UA	Exterior Color: Black	\$ -	1	\$0.00
96	Interior : Charcoal Black Cloth	\$ -	1	\$0.00
44B	10 Speed Automatic Transmission	\$ -	1	\$0.00
153	Front Plate Bracket	\$ -	1	\$0.00
18D	Global Lock / Unlock	\$ -	1	\$0.00
52P	Hidden Plungers with Rear Door In Ops	\$ 156.80	1	\$156.80
43D	Courtesy Lamp Disabled	\$ 24.50	1	\$24.50
51R	Driver Side Spot Light	\$ 387.10	1	\$387.10
549	Power Heated Rearview Mirrors	\$ 59.00	1	\$59.00
76R	Reverse Sensing system	\$ 269.50	1	\$269.50
87R	Rear Camera in Rear view Mirror	\$ -	1	\$0.00
Vehicle Total:				\$45,348.90

MHQ Paint	PAINT : Roof and 4 Doors White	\$ 108.00	13	\$1,404.00
MHQ Labor	Fleet Key MHQ Non Factory Code : 1284x	\$ 108.00	2	\$216.00
MHQ Graphics	Graphics Pkg B	\$ 550.00	1	\$550.00
MHQ Labor	Activate Head Light Flashers	\$ 108.00	0.5	\$54.00
Services Tab	Front and Rear Vent Shades	\$ 160.00	1	\$160.00
PES4	Whelen Liberty DUO WeCan X lightbar packaged w/ Core siren	\$ 3,850.00	1	\$3,850.00
CY1892	Whelen Wecan Expansion Module	\$ 250.00	1	\$250.00
PES4	Core Control Head - customer choice - TBD	\$ -	1	\$0.00
CY1415	Whelen LED V Series Mirror Beams MBIONVB	\$ 183.00	2	\$366.00
CY1403	ION MIRROR-BEAM HSGS UTILITY	\$ 450.00	1	\$450.00
CY1038	Whelen TLIB LED's In Lower Lift Gate	\$ 175.00	2	\$350.00
CY892	Whelen I2E DUO LED's in Front Grill, B/W	\$ 211.00	2	\$422.00
CY1038	Whelen TLIB LED's in Rear Quarter Glass, B	\$ 175.00	2	\$350.00
CY1038	Whelen TLIB LED's in Upper Rear Gate, B	\$ 175.00	4	\$700.00
PES49	(2) Whelen Vertex in Front Corners, B	\$ 265.00	1	\$265.00
PES50	(4) Whelen Vertex Hide a Ways in Rear Corners, R / W	\$ 515.00	1	\$515.00
CY1972	Whelen SA315 Siren Speaker on Push Bumper	\$ 350.00	1	\$350.00
BR35	Pro-Guard PRPSP4714UINT - Vinyl Center Slide Window w/ Screen and Recessed Panel	\$ 1,244.00	1	\$1,244.00
BR59	Pro-Guard Rear transport Seat w/ Poly rear Barrier and OBS Belt System	\$ 1,931.00	1	\$1,931.00

BR66	Pro-Gard Steel window bars	\$ 302.00	1	\$302.00
AL645	Havis CVS1012INUT Console	\$ 525.00	1	\$525.00
AL41	Havis Flip up Arm Rest / 103	\$ 135.00	1	\$135.00
AL625	Havis Self Adjusting Dual Cupholder	\$ 78.00	1	\$78.00
B1	911 Power Management Distribution System	\$ 750.00	1	\$750.00
AV307	Maglight ML150LR-7019	\$ 209.00	1	\$209.00
PES110	Transfer / 2 Way Radio with Antenna	\$ 275.00	1	\$275.00
PES110	Transfer / 2 Way Radio with Antenna	\$ 275.00	1	\$275.00
PES222	Transfer Radar	\$ 187.50	1	\$187.50
PES201	Transfer Gun Rack	\$ 95.00	1	\$95.00
PES141	Transfer MDT / Computer system	\$ 406.25	1	\$406.25
CY508	Whelen 3SRC Dome Lights 2 in Lower Lift Gate 1 Front Cockpit Area	\$ 144.00	3	\$432.00
H29	Antenna / Cell / GPS NEW # APMMFCCWQSMARP3BL19	\$ 381.58	1	\$381.58
PES91	Magnetic Mic Clips	\$ 49.00	2	\$98.00
CY1377	Whelen STUD MOUNT MICRON BLUE	\$ 181.00	2	\$362.00
Equipment Total				\$17,938.33

Non-Contract Items:

	ITEM DESCRIPTION	UNIT PRICE	QTY.	PRICE
	MHQ0010 Electronics cover	\$145.00	1	\$145.00
Non-Contract TOTAL				\$145.00

Grand Total of Quote	\$63,432.23
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TERMS AND CONDITIONS

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ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x _____
PRINT NAME

x _____
TITLE

x _____
SIGNATURE

ARTICLE REQUEST FORM

ARTICLE: *Replace 15-year old sidewalk snow clearing equipment with new Bombardier.*

AMOUNT REQUESTED: \$172,000 (Capital Request)

CONTACT PERSON: Wayne S. Amaral, DPW Director

PHONE NUMBER: (978) 363-1100 x120

Date: 1/17/2023

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

The existing 15-year old sidewalk plow is showing signs of aging and limitations. In 2007 we chose not to spend the higher cost on a bombardier and instead chose to purchase a less quality brand Holder type of snow clearing equipment. This equipment is adequate for this type of work, but at times is unable to push during heavy snow events once the state has packed all the snow onto the sidewalk. The Bombardier type equipment is a track type of machine that has no limitations in snow clearing operations. Replacing the existing Holder with a newer piece of equipment would allow DPW to clear the sidewalks quicker after a snow event in one pass with less impact to traffic and pedestrians.

What factors affect the timing of this purchase?

DPW has taken on more sidewalks and town facilities in the past few years and having a piece of equipment that can do this work more efficient and safer is vital to our success.

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

Recommended sunset date of June 30, 2025

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

Annual \$3,000 - \$4,000.

Does this Article involve improvement, preservation or creation of tangible Town-owned 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.

This article is a free cash request and meets the criteria for a capital project. (DPW-011)

Please attach additional pages or other supporting documentation.

Town of West Newbury Capital Improvement Program - Project Request summary

CIP CODE DPW-011



Date: 12/27/2019 UPDATED 10/28/22
 Department: DEPARTMENT OF PUBLIC WORKS
 Project Title: PURCHASE REPLACEMENT sidewalk plow and blower
 Contact: WAYNE S. AMARAL DPW DIRECTOR
 Dept. Priority (1 of 3, etc.): 1
 Est. Funding Request: \$172,000
 Est. Useful Life (Years): 15 YEARS

Previously Presented? Yes No If Yes, when? (FY):
Project Type: Check All That Apply -
 Scheduled Replacement Expanded Service Deemed Critical by Dept.
 Present Equipment Obsolete New Operation Regulatory Requirement
 Replace Worn-out Equipment Improved Efficiency/Procedures Other
 Health and Life Safety New Revenue

Project Description:
 As scheduled for replacement in the Capital Improvement Plan of FY2019, DPW would like to request the replacement of a 2008 Holder Sidewalk Plow and Blower vehicle (Truck #31) which is used after each snow storm to clear the sidewalks on Main Street. This 15-year old machine is showing signs of wear and tear with some major rusting occurring and is one of our most important pieces of snow equipment.



Project Financing:
 Total Project Cost: \$172,000 Stabilization Funding: \$172,000
 Amount & Type of Other Local Funding (ie. CPC, bond, op. budget): \$0 Comments:
 Amount and Type of Non-Local Funding Sources (ie. Grant): \$0 Comments:
Future Costs & Operating Expenses:
 Estimated Annual Cost of Operation & Maintenance: \$4,000 Comments:
 Estimated Net Effect on Operating Cost, Revenues, Staffing? \$0 Comments:

Project Planning:
 Proposed Start Date of Project: **Would order this Equipment in Summer of 2023 with est delivery of Fall 2023.**
 How was estimated cost determined? Estimated
 Is Funding Necessary for Further Plans/Estimating?
 Can the Project be Phased? If yes, expenditure by year

	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30+	TOTAL
PROPOSED	\$	\$	\$	\$172,000	\$	\$	\$	\$	\$	\$	\$172,000
CIP RECC.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
APPROVED	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$



October 17, 2022

W. NEWBURY DEPT OF PUBLIC WORKS
 381 MAIN ST
 WEST NEWBURY, MASS 01985
 ATTN WAYE AMARAL

PRINOTH SW 50 MUNICIPALVEHICLE(also referred to as a Bombardier)- Engineered and designed for snow r sidewalks. A quick-mount attachment system Allows the SW50 to be equipped with a wide variety of standard skid-steer implements, Such as a snow blower, front blade, v-plow, etc. The powerful tracked vehicle can accomplish the most demanding snow and ice clearing jobs in tight areas even in the worst of storms. Cab with heat, microcontroller, steering wheel and progressive speed control.

ENGINE- CAT 3.6 L 100 HP/ Maximum speed- 19MPH/ weight- 6749 lbs

DIMENSIONS-Width-50.5” / Total Length- 127”/ Total Height- 92”

FACTORY EQUIPPED- Quick attach system/ High Flow Hydraulics and Amber Strobe
 One year warranty/1000 Hours

PRINOTH SW50 BASE PRICE	\$ 141,000.00
OPTIONS:	
HEAVY DUTY HIGH FLOW SNOW BLOWER- Fully hydrostatic, 5 tons/minute capacity/54” cut/51” ht 48” chute with 245 degree roatation and removable	\$ 25,689.00
V-Plow	\$ 4,912.00
Sander	\$ 6,350.00
TRACTOR PRICE WITH OPTIONS	\$ 177,951.00
LESS MAS CONTRACT 2%	- \$3559.00
TOTAL	\$ 174,392.00

\$168,042.00

15 Katrina Road, Chelmsford, MA 01824 ~ 800.804.0775 Toll Free – 978.256.8802 Fax

Leigh C Burrall
Municipal Sales Manager
978-288-9752 cell

Authorized Holder Dealer/ PRINOTH DEALER/ on Massachusetts State Contract

15 Katrina Road, Chelmsford, MA 01824 ~ 800.804.0775 Toll Free – 978.256.8802 Fax



SW50

TECHNICAL SPECIFICATIONS

ARTICLE REQUEST FORM

ARTICLE: *Replace broken HVAC compressor and four split heating/cooling units at the Page School Main Office and Entry Area*

AMOUNT REQUESTED: \$115,000 (Capital Request)

CONTACT PERSON: Wayne S. Amaral, DPW Director and School Facility Manager

PHONE NUMBER: (978) 363-1100 x120

Date: 3/17/2023

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

The existing broken HVAC system was install in 2014. It was discovered shortly after the installation of the system that it had been discontinued. The system has been down for many years and replacement parts are no longer available. Some of these areas have no exterior doors or windows and the cooling part of the system is the only resource to cool the air during the warmer months. Our most recent cost estimate was \$85,000 to replace the system including labor, plus \$15,000 for the electrical work and additional \$15,000 contingency. This work will be put out to bid with the contract being awarded to the lowest cost responsible bidder.

What factors affect the timing of this purchase?

This unit should be considered a replacement priority due to potential health safety issues.

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

Recommended sunset date of June 30, 2025

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

Annual \$800 - \$1,000.

Does this Article involve improvement, preservation or creation of tangible Town-owned 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.

Yes, this article meets the criteria for a capital project and is included in the Capital Improvements Program. (PGE-016)

Please attach additional pages or other supporting documentation.

Town Manager

From: DPW Projects
Sent: Friday, January 13, 2023 11:21 AM
To: DPW Director; Town Manager
Subject: FW: Page School project look back discussion notes

One comment on the notes – see in red below

From: DPW Director <dpwdirector@wnewbury.org>
Sent: Friday, January 13, 2023 10:14 AM
To: Town Manager <townmanager@wnewbury.org>
Cc: DPW Projects <dpwprojects@wnewbury.org>
Subject: Page School project look back discussion notes

Angus,

My notes from today's meeting. is below. We also recorded the zoom meeting on the laptop about 5 minutes in.

Attendees: Angus, Christine, Greg H., Bob D. Wayne.

1. Main Office – HVAC Problems.

Done during the Green Initiative Program (\$3.5M) – HVAC was not the Green program, other than the boiler. Green Program was "Phase I" and was roof, windows, boiler. Correct it was \$3.5 mil and MSBA paid 50%. HVAC was part of "Phase 2" (gym, cafetorium, admin/staff room, and that's when they put in the Samsung unit) and part of the \$10 mil paid by voters. There was also a "Phase 3" completed in 2016 which was the ventilation duct replacement.

Architect spec unit and school facility committee with architect guidance approved unit type.

This HVAC unit covers the main office area and the staff break room across the hall.

Unit discontinued right after or during the installation process.

No supporting parts for the system available.

Samsung unit.

2. Kitchen.

The best solution at the time – but not optimal.

The cafeteria had to be moved from beside the kitchen to make way for the new Administration Offices that had to be relocated from the non-ADA compliant and leak infested historic front entrance.

As a result, the old gym became the cafeteria and a new gym was installed.

3. Windows

Specified by the architect and spec sheet agreed upon by the school facility committee with guidance from the architect.

475 total windows.

Paid for in part with some MSBA funds.

Green Initiative Program

Opened when they were installed without issues, but if not operated correctly, they would break.

Much too heavy to open.

School Facility Committee Work Group. 8-10 people.

Members

Gary B.
Greg H.
School Committee Member
Residents

Is the building on any historic registration>

Wayne S. Amaral
Director of Public Works / CPO

Town of West Newbury
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x120
dpwdirector@wnewbury.org

Town Manager

From: DPW Director
Sent: Thursday, January 12, 2023 1:34 PM
To: Town Manager
Cc: Michael Dwyer; DPW Projects
Subject: FW: Page School Fire Alarm - Update and clarification

Angus,
Just wanting to follow up with you regarding the Page School Fire Alarm System.

Our \$337,000 Fire Alarm equipment upgrade project was completed on time and on budget. The project was inspected by the West Newbury Fire Department, School Facility Staff and the DPW Director in late February 2022 and passed all Fire Department inspection protocol. The final invoices for this work was paid to Johnson Controls on 3/22/2022.

Within a few months after this final inspection, we did receive a fault alarm in the NEW Children's Castle Fire Alarm Panel. This alarm also sent the same warning alarm to the Page School Fire Alarm Panel. (Which is one of the main reasons why we upgraded the system if the first place to get both facilities to communicate with each other.) After about a month long of trouble shooting from Johnson Control and our own vendor the problem was found in the NEW Fire Alarm Panel in the Children's Castle. The battery back up card was faulty and needed replacement. The card was ordered from the one and only company that manufactures this card and had taken over 6-months to received. Once the card arrived, Johnson Controls immediately installed the card (still under warrantee) and fault alarm problem was solved.

There were some minor other fire alarm equipment improvements / repairs found by the Fire Department during their February 2022 inspection and Bob Danforth, Pentucket Facility Manager was able to address some of them immediately and as of a conversation with him today, he is working on the others with his Fire Alarm contractor.

I did have a conversation with Bob today and he stated that the actuator is working correctly. He thinks there may have been a misunderstanding. There is a problem that was discovered during the Fire Department pre-start of school fire alarm safety inspection done in September 2022. The NAC Booster Panel, which was not a part of the upgrade project had a faulty terminal and not working as designed on the top floor. Bob and I are working with Johnson Control to resolve this issue. I don't believe this is related to the recent upgrade project.

The Fire Chief is aware of these issues and is updated as we progress. Due to the redundancy of this complex system - at no time have or has the fire safety of the building been compromised.

We will continue to work to resolve this last item of concern.

Wayne

Wayne S. Amaral
Director of Public Works / CPO

Town of West Newbury
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x120
dpwdirector@wnewbury.org

ARTICLE REQUEST FORM

ARTICLE:

Appropriate funds toward continuing study of the potential land acquisition at 31 Dole Place

AMOUNT REQUESTED: \$50,000.00

CONTACT PERSON: Angus Jennings, Town Manager

PHONE NUMBER: 978-363-1100 x111

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

The Town continues to consider proposing the acquisition of property at 31 Dole Place. The site was previously tested and found to be a potentially productive public well site, and is included as an authorized public water source in the Town's Water Management Act permit. The Select Board, Town Manager and Board of Water Commissioners have been in continuing discussions, as well as in correspondence with the landowner, regarding its continuing interest in potentially proposing acquisition of this property. Through this Article, the Select Board proposes funding to conduct additional study of the property and associated design/engineering, regulatory, and infrastructure costs and financing questions. It is expected that this investment of funds will provide the Town the information it needs in order to make a fully informed decision regarding whether proposed acquisition of the property is in the public interest.

What factors affect the timing of this purchase?

Appropriation of funding at the 2023 Special Town Meeting will allow necessary studies to go forward. The Select Board anticipates either proposing the acquisition of this property in Fiscal Year 2024, or determining (on the basis of additional studies) that the potential for land acquisition is not viable and/or in the public interest.

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

FY24

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

The Town continues to invest significant staff and Board time toward this matter. Some continuing legal costs will be incurred, but these are budgeted and payable from the Legal Counsel line in the operating budget. If the Town were to decide to propose acquisition of this property in the future, and its development as a public water source, this would come with significant infrastructure and operational costs.

Does this Article involve improvement, preservation or creation of tangible Town-owned 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.

No, not at this time. However, the potential to pursue development of a public well site at the Dole Place property is included in the Water section of the Capital Improvements Program.

Please attach additional pages or other supporting documentation.

ARTICLE REQUEST FORM

ARTICLE: To see if the Town will vote to appropriate a sum of money from the PEG Access and Cable Related Fund for the purposes of funding its FY24 cable-related expenses; or take any other action relative thereto.

AMOUNT REQUESTED: \$90,000

CONTACT PERSON: Angus Jennings, Town Manager

PHONE NUMBER: 978-363-1100 x111

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

ARTICLE __: PEG Access Receipt Reserved for Appropriation

Summary: A vote taken at the 2015 Annual Town Meeting established a Receipt Reserved for Appropriation fund for the cable access agreement pertaining to the Verizon and Comcast licensing agreements. This account was created in accordance with DOR guidelines. Monies accrued in this account are proposed to be appropriated to fund cable operations. The Town receives quarterly franchise fees from Verizon and Comcast for eligible Public/Educational/Governmental (PEG) costs.

At its meeting Feb. 27th, the Select Board requested input from the Cable Advisory Committee regarding the recommended maximum amount for FY24 expenditures out of this account. At its meeting on March 2, 2023, the CAC voted 2-0-0 to recommend an amount of \$90,000 for FY24.

A majority vote is required for the passage of this article.

What factors affect the timing of this purchase?

Annual article to appropriate PEG funds.

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

N/A

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

Cable operations and related costs would continue to be funded entirely from PEG revenues.

Does this Article involve improvement, preservation or creation of tangible Town-owned 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.

No

Please attach additional pages or other supporting documentation.

CABLE PEG (44 53F 3/4)	FY2020	FY2021	FY2022	YTD 1-31-23
Beginning Balance	68,048.76	117,017.06	168,711.72	204,896.43
Revenue				
Comcast and Verizon	62,901.27	63,499.88	53,900.41	34,658.96
	62,901.27	63,499.88	53,900.41	34,658.96
Expenses				
Adam Stone	13,932.97	11,805.22	15,216.70	7,360.00
Meeting Owl Prol x1			949.00	
Timothy Mark Friend			500.00	
Russell Cohen (OSC Speaker Series)			250.00	
Wild Seed Project (OSC Speaker Series)			400.00	
Catherine Rachel Banks Hone (OSC Speaker Series)			150.00	
Elizabeth Jane Slade Moran (OSC Speaker Series)			250.00	
Daniel Jaffe Wilder (Kill Your Lawn Lecture)				350.00
	13,932.97	11,805.22	17,715.70	7,710.00
Ending Balance	117,017.06	168,711.72	204,896.43	231,845.39

2017 Annual Town Meeting: Excerpt of Finance Committee Booklet:

Town of West Newbury
Commonwealth of Massachusetts

Warrant – Annual Town Meeting
Monday, April 24, 2017

The program begins in June and continues through the summer. Participant fees are deposited into the Summer Recreation Program revolving account and used for program-related expenses. Under this Article expenditures are capped at \$42,000 for FY 2018.

Funding source: Summer Recreation Revolving Account.

ARTICLE 16. To see if the Town will vote to re-authorize a Revolving Fund for FY 2018 for the Cable Advisory Committee as described in Chapter 44, Sections 53E½ and 53F¾ of the Massachusetts General Laws. This revolving fund would be to accept funds received in connection with a franchise agreement between a cable operator and a municipality commonly referred to as PEG (Public Education and Government). The receipts would be expended, not to exceed \$75,000 in FY 2018 by the Cable Advisory Committee for the payment of program-related wages, expenses, and equipment or such other purposes as permitted by the statute, or to take any other action relative thereto. By request of the Cable Advisory Committee.

Selectmen Recommendation:
FinCom Recommendation:

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

Rationale: This Article requests the re-authorization of the Cable Advisory Committee Revolving Fund account that was established at the April, 2015 Town Meeting in accordance with M.G.L. c. 44, §§ 53E½ and 53F¾. Until Town adoption of the new Revolving Fund Bylaw, this account must be re-authorized every year. The revolving account allows for the acceptance of funds received pursuant to the franchise agreement between the Town's cable providers and the Town, commonly referred to as PEG (Public Education and Government) funds, and ensures that these funds are segregated from the Town's General Fund (Free Cash) so that they may be used for the purposes for which they have been collected, such as program related wages, expenses and equipment. Expenditures from this fund would be capped at \$75,000 for FY 2018 under this Article.

Funding source: Cable Advisory Revolving Fund.

ARTICLE REQUEST FORM

ARTICLE: Funding to advance planning and design efforts for pedestrian safety improvements on Route 113 (Main Street), including but not limited to the Page/Pipestave/113 intersection and crosswalk

AMOUNT REQUESTED: \$59,500.00

CONTACT PERSON: Angus Jennings, Town Manager

PHONE NUMBER: 978-363-1100 x111

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

The Town has long expressed its interest in additional sidewalks along Route 113, including in proximity to Page School. In winter/spring 2022, the Town undertook a Safety Audit of the Page/Pipestave/113 intersection. Following on the results of the study, including a preferred intersection redesign report, the Town pursued a Safe Routes to Schools (SRTS) grant application in the late fall of 2022. Unfortunately, despite strong community support and a good application, the grant application was not approved. Through this article, the Select Board seeks to propose funding at the Spring Town Meeting in order to undertake additional planning and design (engineering) to further advance this initiative, and other pedestrian/cycling safety initiatives along the Route 113 corridor. This work, more fully scoped out in the enclosed proposal/scope from TEC, is expected to result in conceptual planning for the corridor, with a particular focus on specific nodes with greater pedestrian activity, and is expected to better position these projects for future local, State and/or Federal infrastructure funding.

What factors affect the timing of this purchase?

The Town learned recently (February 2023) that the SRTS grant funds would not be awarded in the current round. The Town is in active discussions with its design engineer regarding proposed additional work to 1) pursue the engineering necessary to secure MassDOT permitting approval of targeted improvements to the Pipestave/Page/113 crosswalk (which will be funded with an earmark in the FY23 State Budget); and to undertake broader corridor planning to develop a conceptual plan of Complete Streets improvements (incl. sidewalks and crosswalks) for a portion of Rte. 113.

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

FY25

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

None

Does this Article involve improvement, preservation or creation of tangible Town-owned 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.

No. Route 113 is a State-owned road, not a Town asset.

Please see link below for additional supporting documentation.

<https://www.wnewbury.org/home/town-projects/pages/safety-improvements-route-113-page-school-pipestave-intersection-and>

CLIENT AUTHORIZATION

New Contract

Project No.: T1191.03

Amendment No.:

Date: March 17, 2023

Project Name: Main Street (Rt 113) Supplemental Transportation Planning & Design Support
West Newbury, MA

Client:	Town of West Newbury Attn: Angus Jennings Town Manager 381 Main Street West Newbury, MA 01985	Fee Proposal	
		Task 3	\$ 23,000.00
		Task 4	\$ 36,500.00
		Expenses	<u>Included above</u>
		TOTAL	\$59,500.00

Requested by: Client

Lump Sum

Time & Expenses

Cost + Fixed Fee

Other

Estimated Date of Completion: Approximately 20 weeks following authorization

Scope of Services:

The Town of West Newbury (Client) has retained TEC, Inc. (TEC) to provide supplemental Town-funded engineering services to support the final design services associated with the Pipestave / Page School Pedestrian Crossing design at the Page School.

This contract also includes the preliminary planning of transportation improvements along Main Street (Route 113) within the Town of West Newbury limits, a distance of approximately five miles. This scope of services aligns with an approach to pursue future design and construction funding through the state's Transportation Improvement Program (TIP). The scope of improvements is expected to include roadway reconstruction with a cross section that is consistent with MassDOT's Complete Streets guidelines and provide multi-modal connectivity from east to west, possibly with a strategy for project phasing. The following services will support the commencement of MassDOT's project initiation process through the Massachusetts Project Intake Tool (MaPIT) for one identified key segment of the Main Street corridor:

Task 3 – Pipestave / Page School Pedestrian Crossing - Final Design Submission

The services under this task include the preparation of final design plans (an assumed combined 75/100% set), specifications, and an itemized construction cost estimate to be included in the bid documents and include the following services:

- Site Meeting – Attend a site meeting to perform a detailed constructability review of the preliminary layout and existing conditions.
- Geometric Design & 3-D Modeling – Based on comments from MassDOT, refine the design of the horizontal and vertical alignment of the crossing improvements and prepare a 3-Dimensional model to limit impacts beyond the back of sidewalk and verify proper intersection grading. Cut roadway cross sections every 50' and at driveways.
- Sidewalk / ADA Compliance Design – Design an asphalt sidewalk with curbing, accessible curb ramps and driveway aprons to conform with all ADA/AAB requirements. It is assumed that an AAB Variance will not be required.
- Stormwater Improvements – Design limited modifications to the existing drainage infrastructure to accommodate the proposed curb-line locations. It is assumed that the existing drainage system will be maintained and will not be impacted by the project.

- Traffic Sign/Pavement Marking Design – Layout traffic signs and pavement markings to conform with MUTCD. TEC will solicit MassDOT’s approval for a rectangular rapid flash beacon (RRFB).
- Limited Right-of-Way Support – Identify the location of any temporary/grading impacts to assist the Town in securing temporary easements or rights of entry, if necessary. It is assumed that the proposed sidewalk will fit within the existing public right-of-way, and there will be no permanent impacts to the State Highway Layout (SHLO) or abutting properties requiring easements. Depict the limits of any temporary easements or rights of entry on the plans. TEC assumes that Town staff will take a lead role in coordinating with the abutting property owners.

Deliverables:

- Final Design Plans – The plan set shall include the following plan sheets and will include one (1) round of revisions to address any comments from the Client:
 - Title Sheet, Index, Legend, General Notes
 - Typical Sections and Pavement Notes
 - Construction Plans
 - Signing & Striping Plans & Sign Summary Chart
 - Temporary Traffic Control Plans
 - Construction Details
 - Cross Sections (50-foot & driveways) in area of improvements
- Specifications – Prepare special provisions for any non-standard items to supplement the MassDOT Standard Specifications
- Construction Cost Estimate – Prepare an itemized construction cost estimate per MassDOT’s Standard Bid Item Nomenclature List and trending average unit bid prices.
- Meetings – Attend two (2) meetings with MassDOT and Town staff to review the design.

TEC has assumed a combined final design submission at the 75/100% design stage and assumes one PS&E level submission to address final comments from MassDOT. Any additional submissions will require an amendment to this agreement.

Note: Based on TEC’s recent field review, TEC has not included labor or expenses related to environmental permitting given the visible absence of wetland resource areas or impacts that would exceed thresholds for the Massachusetts Environmental Policy Act (MEPA) process.

The Town will prepare all bid documents and perform all bidding procedures. This contract does not include construction phase services. TEC will prepare an amendment for those services as the design phase progresses and TEC and the Town can review the needs for outside inspection services.

Task 4 – Conceptual Development & MaPIT PN Submittal

Traffic Data Collection

- Turning Movement Counts (TMCs) – Perform intersection TMCs during a weekday morning (7:00 to 9:00 AM) and weekday evening period (4:00 to 6:00 PM) at the three following intersections:
 - Main Street (Route 113) at Maple Street
 - Main Street (Route 113) at Church Street
 - Main Street (Route 113) at Bridge Street
- Automatic Traffic Recorder (ATR) counts – Collect roadway segment traffic data for a 48-hour period at two locations on Route 113 in the project area (west of Maple Street and west of Bridge Street) to document traffic volume, speed, and classification. This assumes that the Town will authorize the traffic counts near the Pipestave Recreation Area under a separate agreement.

Limited Traffic Capacity Analysis – Perform limited analysis to determine the existing roadway and intersection capacity conditions to establish project need.

Crash Data Compilation – Review the MassDOT crash database for Main Street for the most recent five-year period and assess the major crash trends at key intersections and along major roadway segments within the Town limits. The major crash numbers will be depicted on a corridor graphic.

Agency Coordination – Facilitate a meeting with Town staff, the Merrimack Valley Planning Commission (MVPC) and MassDOT staff to discuss the corridor needs and scope of conceptual design prior to starting the MaPIT project initiation process.

Conceptual Design Development – Provide a recommended conceptual design that is consistent with the field reconnaissance, input from the Town, cross sectional needs that consider the latest MassDOT Complete Streets design standards.

Conceptual Roadway Design: Prepare a 2-Dimensional layout of the recommended option with representative typical sections on compiled base mapping in AutoCAD Civil 3D. TEC will add detailed notes and/or initial linework for up to seven key intersections or focus areas along the corridor.

Cost Estimating: Prepare a planning-level construction cost estimate utilizing trending MassDOT average unit bid prices and their recently adopted SARPET construction pricing tool.

Public Outreach Meetings - TEC will lead up to two (2) public outreach meetings to review preliminary recommendations for the Main Street corridor and solicit public input. TEC has assumed one in-person meeting and one virtual meeting. TEC will provide a summary of the comments received for the Town’s files.

Project Need Form – Prepare and submit the Project Need (PN) documentation on behalf of the Town via the MaPIT Project Intake Tool for review and approval by the MassDOT District 4 Office.

Given that Main Street lies under the jurisdiction of MassDOT as part of their State Highway network, TEC will solicit MassDOT for their support for State funding for subsequent planning (Project Scoping Phase) and design phases for the corridor, or targeted segments of the corridor for successive phased improvements.

Deliverables: Submittal of Project Need form to MassDOT, Color Concept Roll Plan and related exhibits, and Preliminary Construction Cost Estimate.

This assignment does not include the preparation of a detailed corridor study document or right-of-way research, but will research the underlying roadway and intersection characteristics and needs to support the MassDOT Project Need MaPIT submission process.

Additional services not listed above may be performed at the request of the Client and will be considered an amendment to this agreement. Services will begin upon signed authorization of this agreement. TEC will invoice the Client monthly on a percent complete basis for the services performed. This proposal is valid for a period of 45 days.

Project Manager: L. Aho

Approver: K. Dandrade

Please execute this Client Authorization for TEC, Inc. to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to TEC.

Subject to attached terms & conditions

Subject to terms & conditions in our original agreement

TEC, Inc. Authorization

Client Authorization *(Please sign original & return)*

By: 

By

By:

Title: Principal/Director of Transportation Planning

Title

Date: March 17, 2023

Date



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Gina Fiandaca, Secretary & CEO



February 1, 2023

Angus Jennings
Town Manager
381 Main Street
West Newbury, MA 01985
Via email: townmanager@wnewbury.org; DPWdirector@wnewbury.org

Dear Mr. Jennings:

Thank you for applying to the Massachusetts Department of Transportation's (MassDOT) solicitation process for the 2022-2023 Safe Routes to School (SRTS) Infrastructure Project Grant Program on behalf of the Town of West Newbury and the Dr. John C. Page School.

MassDOT's SRTS Project Selection Committee met on December 22, 2022, to review and score project applications. A large number of competitive applications were received, and unfortunately, your application was not selected at this time.

Your interest in the SRTS Program is greatly appreciated, and we hope that you will consider re-applying when the next project solicitation period is announced. Please visit the [SRTS website](#) for more information on other upcoming grant opportunities, and if you have any questions, please contact Miranda Briseño, SRTS Program Coordinator, at Miranda.E.Briseno@dot.state.ma.us.

Sincerely,

David J. Mohler
Executive Director
Office of Transportation Planning

Chap. 0038 An Act authorizing the town of west newbury to supply itself and its inhabitants with water and validating action taken in relation to such water supply prior to such authorization.

Be it enacted, etc., as follows:

Section 1. The town of West Newbury may supply itself and its inhabitants with water for the extinguishment of fires and for domestic and other purposes; may establish fountains and hydrants, relocate or discontinue the same, and may regulate the use of such water and fix and collect rates to be paid for the use of the same.

Section 2. For the purposes aforesaid, said town, acting by its board of water commissioners hereinafter provided for, may contract with any other municipality, acting by its water department, or with any water company, or with any water district, for whatever water may be required, authority to furnish the same being hereby granted, and

may lease, or take by eminent domain under chapter seventy-nine of the General Laws, or acquire by purchase or otherwise, and hold, the waters, or any portion thereof, of any pond, brook, spring or stream or of any ground water sources, by means of driven, artesian or other wells or filter galleries, within the limits of said town, not already appropriated for purposes of public water supply, and the water rights connected with any such water sources; and also for said purposes may take by eminent domain under said chapter seventy-nine, or acquire by purchase or otherwise, and hold, all lands, rights of way and other easements necessary for collecting, storing, holding, purifying and treating such water and protecting and preserving the purity thereof and for conveying the same to any part of said town; provided, that no source of water supply and no lands necessary for protecting and preserving the purity of the water shall be taken or used without first obtaining the advice and approval of the department of public health, and that the location and arrangement of all dams, reservoirs, wells or filter galleries, filtration and pumping plants or other works necessary in carrying out the provisions of this act shall be subject to the approval of said department. Said town may construct and maintain on the lands acquired and held under this act proper dams, wells, reservoirs, pumping and filtration plants, buildings, standpipes, tanks, fixtures and other structures, including also purification and treatment works, the construction and maintenance of which shall be subject to the approval of said department of public health, and may make excavations, procure and operate machinery, and provide such other means and appliances and do such other things as may be necessary for the establishment and maintenance of complete and effective water works; and for that purpose may construct, lay and maintain aqueducts, conduits, pipes and other works, under or over any lands, water courses, railroads, railways and public or other ways, and along any such way in said town in such manner as not unnecessarily to obstruct the same; and for the purposes of constructing, laying, maintaining, operating and repairing such conduits, pipes and other works, and for all other proper purposes of this act, said town may dig up or raise and embank any such lands, highways or other ways in such manner as to cause the least hindrance to public travel thereon; provided, that all things done upon any such way shall be subject to the direction of the selectmen of said town. Said town shall not enter upon, construct or lay any conduits, pipes or other works within the location of any railroad corporation except at such time and in such manner as it may agree upon with such corporation or, in case of failure so to agree, as may be approved by the department of public utilities. Said town may enter upon any lands for the purpose of making surveys, test pits and borings, and may take or otherwise acquire the right to occupy temporarily

any lands necessary for the construction of any work or for any other purpose authorized by this act.

Section 3. The land, water rights and other property taken or acquired under this act,

and all works, buildings and other structures erected or constructed thereunder, shall be managed, improved and controlled by the board of water commissioners hereinafter provided for, in such manner as they shall deem for the best interest of the town.

Section 4. Any person or corporation injured in his or its property by any action of said town or board under this act may recover damages from said town under said chapter seventy-nine; provided, that the right to damages for the taking of any water, water source or water right, or any injury thereto, shall not vest until the water is actually withdrawn or diverted by said town under authority of this act.

Section 5. Said town may, for the purpose of paying the necessary expenses and liabilities incurred or to be incurred under the provisions of this act, other than expenses of maintenance and operation, issue from time to time bonds or notes to an amount, not exceeding, in the aggregate, seventy-five thousand nine hundred dollars, which shall bear on their face the words, Town of West Newbury Water Loan, Act of 1936. Each authorized issue shall constitute a separate loan, and such loans shall be payable in not more than thirty years from their dates. Indebtedness incurred under this act shall be subject to chapter forty-four of the General Laws.

Section 6. Said town shall, at the time of authorizing said loan or loans, provide for the payment thereof in accordance with the provisions of section five; and when a vote to that effect has been passed, a sum which, with the income derived from the water rates, will be sufficient to pay the annual expense of operating its water works or the purchasing of water and the maintenance of its pipe lines, as the case may be, and the interest as it accrues on the bonds or notes issued as aforesaid, and to make such payments on the principal as may be required under the provisions of this act, shall without further vote be assessed by the assessors of said town annually thereafter in the same manner as other taxes, until the debt incurred by the said loan or loans is extinguished.

Section 7. Whoever wilfully or wantonly corrupts, pollutes or diverts any of the waters taken or held under this act, or injures any structure, work or other property owned, held or used by said town under the authority and for the purposes of this act, shall forfeit and pay to said town three times the amount of damages assessed therefor, to be recovered in an action of tort; and upon conviction of any one of the above wilful or wanton acts shall be punished by a fine of not more than three hundred dollars or by imprisonment for not more than one year.

Section 8. The selectmen of said town shall serve as water commissioners until the election and qualification of

water commissioners at the annual meeting in nineteen hundred and thirty-seven or at such later date, if any, as the town may elect water commissioners. Whenever the phrase "board of water commissioners" or "board" or "commissioners" occurs in this act it shall mean and include the board of water commissioners or the selectmen acting as such, as the case may be. Said town shall, at the annual meeting in nineteen hundred and thirty-seven or at such later date, if any, as it may vote at a meeting called for the purpose, elect by ballot three persons to hold office, one until the expiration of three years, one until the expiration of two years, and one until the expiration of one year, from the next succeeding annual town meeting, to constitute a board of water commissioners; and at the annual town meeting held on the day on which the shortest of such terms expires, and at each annual town meeting thereafter, one such commissioner shall be elected by ballot for the term of three years. All the authority granted to the town by this act, except sections five and six, and not otherwise specially provided for, shall be vested in said board of water commissioners, who shall be subject, however, to such instructions, rules and regulations as said town may impose by its vote. A majority of said commissioners shall constitute a quorum for the transaction of business. After the election of a board of water commissioners under authority of this section, any vacancy occurring in said

board from any cause may be filled for the remainder of the unexpired term by said town at any legal town meeting called for the purpose. Any such vacancy may be filled temporarily in the manner provided by section eleven of chapter forty-one of the General Laws, and the person so appointed shall perform the duties of the office until the next annual meeting of said town or until another person is qualified.

Section 9. Said commissioners shall fix just and equitable prices and rates for the use of water, and shall prescribe the time and manner of payment. The income of the water works shall be appropriated to defray all operating expenses, interest charges and payments on the principal as they accrue upon any bonds or notes issued under authority of this act. If there should be a net surplus remaining after providing for the aforesaid charges, it may be appropriated for such new construction as the water commissioners, with the approval of the town, may determine upon, and in case a surplus should remain after payment for such new construction the water rates shall be reduced proportionately. All authority vested in said commissioners by the foregoing provisions of this section and by section three shall be subject to the provisions of section eight. Said commissioners shall annually, and as often as the town may require, render a report upon the condition of the works under their charge, and an account of their doings, including an account of the receipts and expenditures.

Section 10. The acts and proceedings of the town of West Newbury at the special town meetings held on October tenth and eleventh, in the year nineteen hundred and thirty-five in so far as such acts and proceedings relate to the subject matter of the foregoing provisions of this act, and all acts done in pursuance thereof are hereby confirmed and made valid, to the same extent as if said meetings had been called, held, conducted and adjourned subsequent to the effective date of this act.

Section 11. This act shall take effect upon its acceptance by a majority of the voters of the town of West Newbury present and voting thereon at a town meeting called for the purpose within three years after its passage; but the number of meetings so called in any year shall not exceed three. Approved February 12, 1936.

Excerpt of Town Clerk report on proceedings at Annual Town Meeting on May 14, 2022

Select Board member Richard Parker moved to amend the main motion and to amend Line 23 Pentucket Regional School Assessment from \$7,767,169 to \$7,408,673.

The motions were seconded by Select Board member David Archibald.

With there being no discussion, the Town Moderator called for a vote and declared that the Motion to amend the main motion carried unanimously.

With there being no discussion, the Town Moderator called for a vote and declared that the Motion to amend the budget carried unanimously.

Select Board member Richard Parker moved to amend the main motion and to amend Line 23 Pentucket Capital Assessment from \$1,232,822 to \$835,497.

The motions were seconded by Select Board member David Archibald.

With there being no discussion, the Town Moderator called for a vote and declared that the Motion to amend the main motion carried unanimously.

With there being no discussion, the Town Moderator called for a vote and declared that the Motion to amend the budget carried unanimously.

With there being no further Holds or discussion, the Town Moderator called for a vote on the main motion as amended and declared that the Motion carried unanimously.

ARTICLE 4.

The Finance Committee made no recommendation.

Select Board member Richard Parker moved that the Board of Water Commissioners be instructed that prior to the setting of the rates for the supply of water to its resident customers, that the Board of Water Commissioners holds a public hearing, advertised in a local newspaper at least fourteen days in advance, in which the methodology for the determination of water rates be discussed; and to further instruct the Board of Water Commissioners to explore opportunities for further regional collaboration regarding the operations, maintenance and/or capital improvements of the Water Department.

The motion was seconded by Select Board member David Archibald.

With there being no discussion, the Town Moderator called for a vote and declared that the Motion carried unanimously.

ARTICLE 5.

The Finance Committee recommended approval of this Article 5-0-0.

ARTICLE REQUEST FORM

ARTICLE: Large-Scale Ground-Mounted Solar Photovoltaic Installations Overlay District Bylaw Amendment

AMOUNT REQUESTED: \$0.00

CONTACT PERSON: Sue Brown, Town Planner

PHONE NUMBER: 978-363-11000 X 125

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

There is no cost for this project beyond staff time and Town Counsel review. The Planning Board is looking to update the Large-Scale Ground-Mounted Solar Photovoltaic Installations Overlay District Bylaw to allow installations throughout Town, provided they meet identified criteria. Town Counsel has opined that based on recent case law, the current LGSPI Overlay District may be too restrictive to meet the requirements of the Town's Green Communities Designation. The identified amendment to the Zoning Bylaw is expected to protect the town from a potential zoning challenge and the costs associated with defending such a challenge.

What factors affect the timing of this purchase?

The Planning Board recommends acting on this project now to reduce the Town's exposure to a potential challenge.

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

The Draft Zoning Amendment and new Zoning Map is expected to be finalized by early-March.

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

None

Does this Article involve improvement, preservation or creation of tangible Town-owned 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.

No

Please attach additional pages or other supporting documentation.



**TOWN OF WEST NEWBURY
OFFICE OF THE PLANNING BOARD
381 MAIN STREET
WEST NEWBURY MA 01985
978-363-1100 X125 Fax: 978-363-1119
e-mail: townplanner@wnewbury.org**

REC'D W. NEWBURY CLERK
23 FEB 14 AM 11:40

**Legal Notice
West Newbury Planning Board**

The West Newbury Planning Board will hold a Public Hearing on Tuesday March 7th, 2023 during a meeting that begins at 7:00 p.m. to consider the Board's recommendations for the following changes to the Town of West Newbury Zoning Bylaw: 1) to recodify and renumber the Town of West Newbury Zoning By-laws in their entirety, including all internal citations in order to improve the organization of the Bylaws and allow future changes within the appropriate subsections; 2) to Amend Section 5G Large-Scale Ground Mounted Solar Photovoltaic Installations Overlay District by replacing the existing District with locational criteria for the installation of LGSPI and other minor amendments to definitions and design standards; and 3) to delete Section 3.A.1 and Section 3.B.1 pertaining to the mapping of the current LGSPI District.

To view the proposed changes visit: <https://www.wnewbury.org/planning-board/pages/current-documents> or contact planning.admin@wnewbury.org.

Interested persons may participate in the meeting by joining from computer, tablet or smartphone using: <https://us06web.zoom.us/j/81038167346?pwd=UVRGQVNXd3ZEUEhWOWhxQWdXYVBuQT09>

OR by calling: +1-646-558-8656. Enter Meeting ID: 810 3816 7346

Passcode: 176504

Timothy N. Cronin, Clerk

Solar Bylaw Related Amendments

Section 3.A.1 – strike “Large-Scale Ground-Mounted Solar Photovoltaic Installations Overlay Districts”

Section 3.B.1 - Said districts are hereby established as shown, located, defined and bounded on a map entitled “Town of West Newbury Zoning Map, based on Zoning Map dated September 1, 1967, adopted at Special Town Meeting of October 25, 2010”, amended at the 2023 Annual Town Meeting, filed with the office of the Town Clerk, which map, together with all explanatory matter thereon, and amendments thereto, is hereby incorporated and made a part of this by-law.

Section 5.G. LARGE-SCALE GROUND-MOUNTED SOLAR PHOTOVOLTAIC INSTALLATIONS ~~OVERLAY DISTRICT~~

[Section 5.G. adopted by Amendment effective May 3, 2012 by vote of Annual Town Meeting, Article 18, and approved by the Attorney General on August 30, 2012, and posted according to law on September 7, 2012]

5.G.1. Purpose

The purpose of this ~~Bylaw Section 5.G~~ is to ~~regulate~~ allow for the development of Large-Scale Ground-Mounted Solar Photovoltaic Installations (LGSPI) while balancing the needs of the Town to protect public health, safety or welfare. in an established district(s) where they are allowed. To that end, this Section ~~The Bylaw~~ provides standards for the placement, design, and construction of ~~LPGSIs~~ LGSPI such installations. ~~The standards aim to address public safety, and minimize impacts on scenic, natural, and historic resources.~~

5.G.2. Definitions

Large-Scale Ground-Mounted Solar Photovoltaic Installation (LGSPI): A solar photovoltaic system that is structurally mounted on the ground and is not roof-mounted, and has a minimum nameplate capacity of 250 kW DC.

~~**Large Scale Ground Mounted Solar Photovoltaic Installation (LGSPI) Overlay District:** The location[s] designated by a Town Meeting vote in accordance with Massachusetts General Laws Chapter 40A, §5., where LGSPI are a permitted use. Any designated location[s] [is/are] shown on the Town of West Newbury Zoning Map pursuant to Massachusetts General Laws Chapter 40A §4. A plan of an approved Overlay District delineated by metes and bounds shall be recorded at the Southern Essex Registry of Deeds. These plans shall also be filed in the Office of the Town Clerk.~~

On-Site Solar Photovoltaic Installation: A solar photovoltaic installation that is constructed at a location where other uses of the underlying property occur.

Rated Nameplate Capacity: The nominal rated output of electric power production of the Photovoltaic system in Direct Current (DC).

Solar Photovoltaic Array: an arrangement of solar photovoltaic panels.

5.G.3. Applicability

~~This Section applies to LGSPI proposed to be constructed after the effective date of this Section. This Section also pertains to physical modifications that materially alter the type, configuration, or size of these installations or related equipment.~~ The provisions set forth in this Section shall apply to the construction, operation, and/or repair of LGSPI as well as to any physical modifications that materially alter the type, configuration, or size of an LGSPI or related equipment.

5.G.4. General Requirements for all ~~Large~~ Large-Scale Ground-Mounted Solar Photovoltaic

Installations The following requirements are common to all LGSPI to be sited in designated locations:

a. A LGSPI may be constructed as of right on any Lot that is located within 1,000 feet of necessary supportive infrastructure as mapped by ~~National Grid~~ the electric utility company servicing the town so long as that Lot is not located on a High Conservation Value parcel as mapped by the Commonwealth's SMART tool. defined as having 50% or more of parcel identified as BioMap Core Habitat or Critical Natural Landscapes as mapped by MassWildlife and the Nature Conservancy at the time of application.

a.b. Compliance with Laws, Ordinances and Regulations. The construction and operation of all LGSPI shall be consistent with all applicable local, state and federal requirements, including, all applicable environmental, safety, construction, electrical, and communications requirements. All buildings and fixtures forming part of a solar photovoltaic installation shall be constructed in accordance with the State Building Code. Acting pursuant to G.L. c. 44, §53G, the Planning Board may require an applicant to pay the cost of peer review services to inspect the installation of any LGSPI.

b.c. Building Permit and Building Inspection. A Building Permit is required for construction, installation, or modification of LGSPI as provided in this Section. An Application for a Building Permit for LGSPI must be submitted with all documents required by the Building Inspector's Office and the requirements of the Site Plan Review Decision.

e.d. Site Plan Review. LGSPI are subject to Site Plan Review, Zoning Bylaw Section 8.B., by the Planning Board prior to construction, installation or modification as provided in this Section. In addition to the requirements of Section 8.B., Site Plan Review, and Planning Board Regulations, the Applicant shall submit the following:

- i. Name, address, phone number and signature of the project proponent, as well as all co-proponents or property Owners, if any
- ii. The name, address, contact information and signature of any agents representing the project proponent, and
- iii. Documentation of actual or prospective access and control of the project site. The project proponent shall submit documentation of actual or prospective access and control of the project site sufficient to allow for construction and operation of the proposed solar photovoltaic installation
- iv. Zoning district designation for the parcel(s) of land comprising the project site, Street Address, Assessors' Map and Lot Number, North Arrow, and Locus Map
- iv.v. A map showing the parcel in relationship to the allowable area criteria

- v.vi. An aerial photograph showing the existing property and structures, abutting properties, structures and streets. The proposed LGSPI, appurtenant structures, driveways and other proposed improvements shall be superimposed upon the aerial photograph.
- vi.vii. Blueprints or drawings of the solar photovoltaic installation signed by a Registered Professional Engineer licensed to practice in the Commonwealth of Massachusetts showing the proposed layout of the system and any potential shading from nearby structures.
- vii.viii. A description of the type of mounting system.

Waiver Authority. The Planning Board may waive documentary requirements of Site Plan Review as it deems appropriate.

e. In addition to that set forth in Section 8.B, the following standard shall apply to a LGSPI:

5.G.5. Dimensional Requirements.

- a. All LGSPI and Appurtenant Structures shall conform with the Table of Dimensional Control below.

Table of Dimensional Control for Large- Scale Ground-Mounted Solar Photovoltaic Installations ~~Overlay District~~

Structures	Mini - mum Lot Area In feet	Lot Frontage In feet	Percent of Required Lot area as Contiguous and Buildable (6.A.2)	Distance from Overlay District Parcel Boundary In feet	Maximum Lot Coverage %	Maximum Building Coverage %	Maximu m Height in feet (6.A.3.)
Solar Photovoltaic Array PV Array	n/a	n/a	n/a	50	n/aAs per District	n/aAs per District	15
Appurtenant Structures	n/a	n/a	n/a	40	n/aAs per District	n/aAs per District	35

- b. Appurtenant Structures. All appurtenant structures, including equipment shelters, storage facilities, transformers, and substations, shall be architecturally compatible with each other. Whenever reasonable, structures should be screened from view by vegetation and/or fencing, and/or joined or clustered to avoid adverse visual impacts.

5.G.6. Design Standards

- a. Lighting. Lighting of solar photovoltaic installations shall be consistent with local, state and federal law. Lighting of other parts of the installation, such as appurtenant structures, shall be limited to that required for safety and operational purposes, and shall be reasonably shielded from abutting properties. Where feasible, lighting of the solar photovoltaic installation shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.
- b. Signage. Signs on LGSPI shall comply with Section 7.C. of the Zoning Bylaw. A sign consistent with the Zoning Bylaw shall be required to identify the Owner and Operator and provide a 24-hour emergency contact phone number. Reasonable identification of the manufacturer or Operator of the solar photovoltaic installation may be provided.

Solar photovoltaic installations shall not be used for displaying any advertising.

c. Utility Connections. Reasonable efforts, as determined by the Planning Board, shall be made to place all utility connections from the solar photovoltaic installation underground, depending on appropriate soil conditions, shape, and topography of the site and any requirements of the utility provider. Electrical transformers for utility interconnections may be above ground if required by the utility provider.

d. Safety and Security. Appropriate measures shall be proposed to secure the facility from unauthorized entry.

5.G.7. Environmental Standards

a. Wetlands. LSGPI shall comply with the requirements of M.G.L. Chapter 130, as amended as well as the Town's local wetland Bylaw.

b. Stormwater Management. Stormwater Management shall comply with the Town's Stormwater Management Bylaw and Regulations and the Department of Environmental Protection Stormwater Management Policy, as amended.

c. Noise. LSGPI and equipment shall comply with Section 7.A.4. of the Zoning Bylaw, and the provisions of the Department of Environmental Protection's Division of Air Quality Noise Regulations, (310 CMR 7.10., as amended).

d. Land Clearing, Soil Erosion and Habitat Impacts. Clearing of natural vegetation shall be limited to that which is necessary for the construction, operation and maintenance of the facility or otherwise prescribed by applicable laws, regulations, and bylaws.

5.G.8. Monitoring and Maintenance.

The Large-Scale Ground-Mounted Solar Photovoltaic Installation Owner or Operator shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures.

5.G.9. Modifications

The Building Inspector shall determine if a proposed Modification to an LGSPI made after issuance of the required Building Permit shall require the filing and approval of a new Site Plan and Application with the Planning Board-

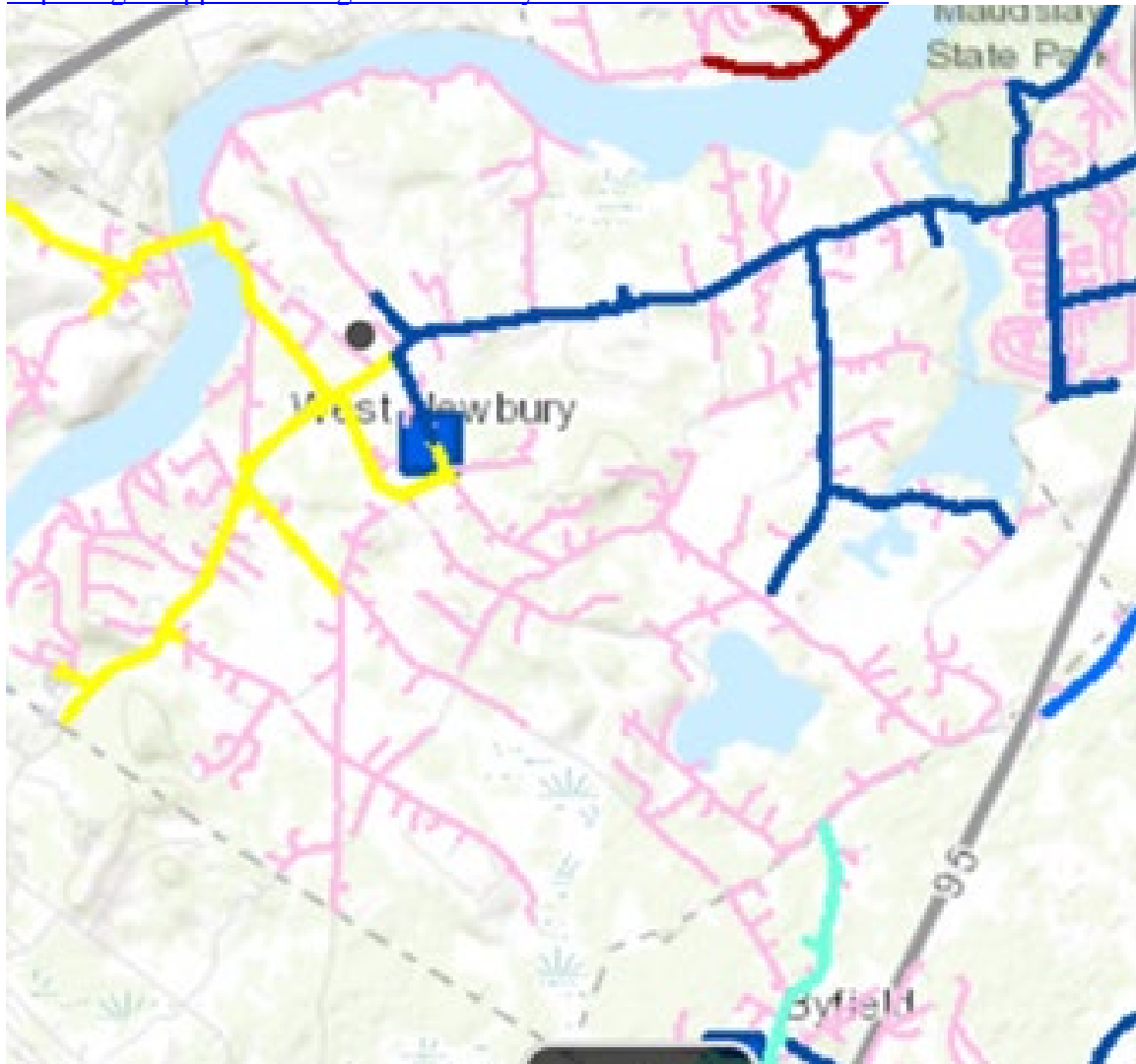
Supportive Infrastructure Map for

The following map shows the hosting capacity for Large Scale Photovoltaic Installations in West Newbury.

Blue indicates (3-phase) capacity ,
Yellow indicates a bit less capacity
Pink indicates insufficient capacity

National Grid - Massachusetts System Data Portal

<https://ngrid.apps.nationalgrid.com/NGSysDataPortal/MA/index.html>



An official Town Map representing the location of supportive infrastructure and all properties within 1000 feet of supporting infrastructure is being prepared.

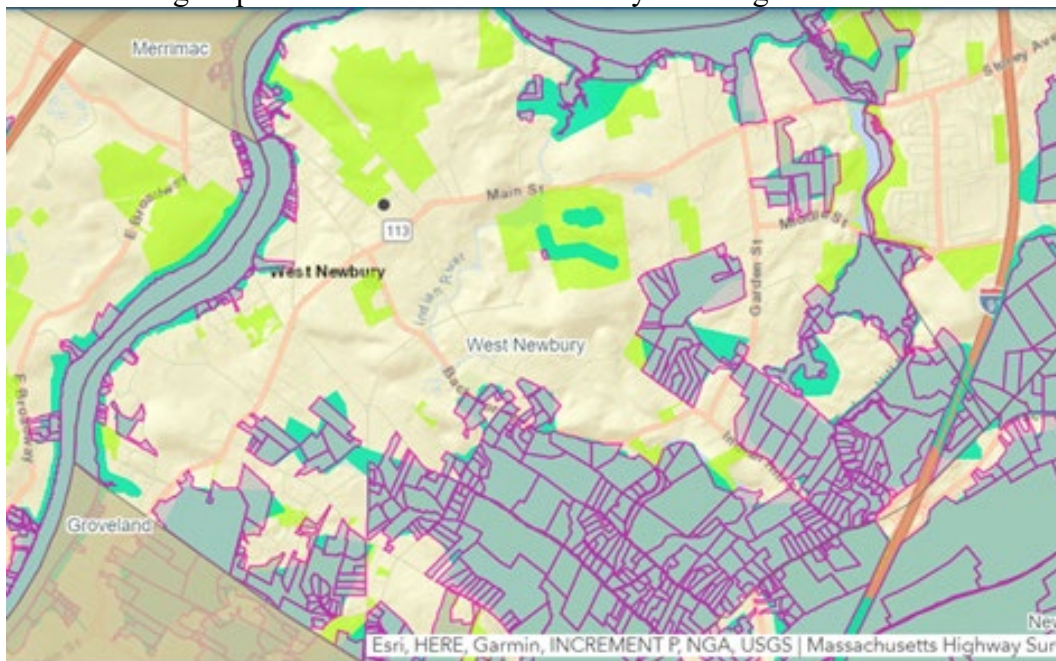
High Conservation Value Map

High Conservation Value is defined as parcels with 50% or more of their land mapped as *BioMap2* and/or *Priority Habitat* parcels.

BioMap (developed by MassWildlife and The Nature Conservancy) is an important tool to guide strategic protection and stewardship of lands and waters that are most important for conserving biological diversity in Massachusetts and includes area identified as Core Habitat and Critical Natural Landscapes. [What Is BioMap? \(arcgis.com\)](http://arcgis.com)

Priority Habitats are habitat of state-listed rare species in Massachusetts based on observations documented within the last 25 years in the database of the Natural Heritage & Endangered Species Program (NHESP). [Natural Heritage GIS Resources | Mass.gov](http://Mass.gov)

The following map shows areas in West Newbury with High Conservation Value.



Parcels with 50% or more BioMap2 and/or Priority Habitat



NHESP BioMap2 and Priority Habitat



Land Protected through Article 97



An official Town Map representing the location of supportive infrastructure and all properties within 1000 feet of supporting infrastructure is being prepared.

PETITION FOR INSERTION OF THE FOLLOWING ARTICLE
 IN THE WARRANT FOR THE West Newbury TOWN
 MEETING DATE OF: _____

We, the undersigned Registered Voters of the Town, hereby petition your honorable board to insert the following Article in the Warrant for the West Newbury Annual/Special Town Meeting of

Resolution in Support of Changing the State Flag & Seal of Massachusetts

Whereas the history of the Commonwealth of Massachusetts is replete with instances of conflict between the European Colonists and the Native Nations of the region, who first extended the hand of friendship to the Colonists on their shores in 1620, and helped them to survive starvation during the settlers' first winters on their land;

Whereas members of the Native Nation for whom the Commonwealth of Massachusetts is named were ambushed and killed by Myles Standish, first commander of the Plymouth Colony, at Wessagusset (now Weymouth) in April of 1623, barely two years after the Pilgrims arrived;

Whereas the Colonial broadsword held by a white hand above the head of the Indigenous person on the Massachusetts Flag and Seal is modeled after Myles Standish's own broadsword, borrowed for that purpose from the Pilgrim Hall in Plymouth by the illustrator Edmund Garrett in 1884;

Whereas the belt binding the Native's cloak on the Flag and Seal is modeled after a belt worn by Metacomet, known to the English as King Philip, who was among the Indigenous leaders that resorted to a mutually destructive war in 1675-76 in defense of Native lands against Colonial encroachment;

Whereas the proportions of the body of the Indigenous person on the Flag and Seal were taken from (Continued on Back)

INSTRUCTIONS TO SIGNERS

For your signature to be valid, you must be a registered voter in the town of West Newbury, and your signature must be written substantially as registered.

If you are prevented by physical disability from writing you may authorize some person to write your name and residence in your presence.

SIGNER'S STATEMENT

We, the undersigned, are qualified voters of the Town of West Newbury and in accordance with the provisions of law, request the above article be inserted in the warrant for the meeting of: _____

	CHECK	I SIGNATURE to be made in person with name substantially as registered (except in case of physical disability as stated above)	II NOW REGISTERED AT (street, number and apartment number, if any) (city or town will be the same as stated above)
1	✓	Robert Gerzon	6 River Meadow Dr.
2	✓	Jack Grossman	90 Maple St.
3	✓	Sheila Grossman	90 Maple St.
4	✓	Dianna Bogel	4 Upland Lane
5	✓	Ella Fogel	4 Upland Lane
6		Anne B. Menden	50 South St.
7	✓	Christine Gerzon	6 River Meadow Dr.
8		Martin Madden	50 South St Wn
9		Annie Amato	105 Georgetown Rd
10		Bernadette Hamilton	109 Georgetown Rd
11		Carl Spacher	131 Tucksbury Lane
12		Rita Kramer (Kathryn)	13 Tucksbury Lane
13		Cummins Walsh	28 Baileys Lane
14		Adrian Walsh	28 Baileys Lane
15		Charlie Walsh	28 Baileys Lane
16		Patricia Long Steadsee	396 MAIN STREET
17		Michael Robbins	396 MAIN ST.

ATTENTION VOTERS: Before signing, read signer information on other side.

West Newbury

ATTENTION REGISTRARS: Before certifying signatures, see instructions to registrars below

TOWN

CHECK	I SIGNATURE to be made in person with name substantially as registered (except in case of physical disability as stated above)	II NOW REGISTERED AT (street, number and apartment number, if any) (city or town will be the same as stated above)
18		
19		
20		

(CONTINUED) the skeleton of an Indigenous person unearthed in Winthrop, the bow modeled after a bow taken from an Indigenous man shot and killed by a colonist in Sudbury in 1665, and the facial features taken from a photograph of an Ojibwe chief from Great Falls, Montana, considered by the illustrator to be a "fine specimen of an Indian," though not from Massachusetts;

Whereas the history of relations between Massachusetts since Colonial times and the Native Nations who continue to live within its borders includes the forced internment of thousands of so-called "praying Indians" on Deer Island, in Boston Harbor, where they died by the hundreds of exposure in the winter of 1675, the enslavement of Indigenous people in Boston, Bermuda, and the Caribbean Islands, the offering of 40 pounds sterling as bounty for the scalps of Indigenous men, women and children in Massachusetts beginning in 1686, increased to 100 pounds sterling for the scalps of Indigenous adult males by 1722, half that amount for Indigenous women and children;

Whereas Indigenous people were legally prohibited from even stepping foot into Boston from 1675 until 2004, when that Colonial law was finally repealed;

Whereas the 400th anniversary of the landing of the Colonists at Plymouth Plantation, which gave rise to the long chain of genocidal wars and deliberate government policies of cultural destruction against Native Nations of this continent, occurred in the year 2020, affording every citizen of the Commonwealth a chance to reflect upon this history and come to an appreciation of the need for better relations between the descendants of the Colonial immigrants and the Native Nations of the Commonwealth;

Whereas the land area once now known as the Town of West Newbury, shares a rich Native history with modern tribal Nations such as the Abenaki and the Mi'kmaq, who have lived here for thousands of years before the first colonial settlers arrived, in 1635;

Now, therefore, **BE IT RESOLVED** that the Town of West Newbury hereby adopts this resolution in support of the work of the Special Commission Relative to the Seal and Motto of the Commonwealth, established by a Resolve of the General Court in 2021 and appointed by the Governor to recommend changes to the current flag and seal of Massachusetts, and in support of a new seal and motto for the Commonwealth that may better reflect our aspirations for harmonious and respectful relations between all people who now call Massachusetts home. The town clerk shall forward a copy of this resolution to Sen. Marc Pacheco and Rep. Antonio Cabral, co-chairs of the Joint Committee on State Administration, who serve as members of the Special Commission Relative to the Seal and Motto of the Commonwealth, and to Rep. ~~Leonard Mirra~~ and Sen. Bruce Tarr, with the request that they support the work of the aforementioned Special Commission and a new flag and seal for the Commonwealth.

ADRIANNE RAMOS

WARNING – criminal penalty for unlawfully signing, altering, defacing, mutilating, destroying or suppressing this petition: fine of up to \$1,000 or imprisonment for up to 1 year.

INSTRUCTIONS TO REGISTRARS

- You must time stamp or write in date and time these papers are received
 - Check this against the name of each qualified voter to be certified. For names not certified use the code at the right.
 - Draw a line through any blank spaces not containing signatures. Each sheet must be certified by at least three registrars. A facsimile stamp is acceptable.
 - For names not certified use the code to the right.
- N – No such registered voter at that address
 - S – unable to identify signature or address as that of voter because form of signature or address
 - T – already signed this petition

<p>CERTIFICATION OF NAMES</p> <p>West NEWBURY</p> <p>We certify that _____ number of names certified - use numbers and words</p> <p>above signatures checked <input checked="" type="checkbox"/> are the names of qualified thus voters from this town.</p>	<p>At least three Registrars names must be signed or stamped below.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Registrars of voters of West Newbury</p>
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