PUBLIC NOTICE POSTING REQUEST TO OFFICE OF
TOWN CLERK
Fax: 978-572-1228
Email: townclerk@townofnewbury.org

BOARD/COMMITTEE/ORGANIZATION: BOARD OF SELECTMEN

☐ MEETING

☐ PUBLIC HEARING

DAY of WEEK/DATE: Tuesday, April 14, 2020
TIME (AM/PM): 7:00 p.m.

JOIN ZOOM MEETING:
https://us04web.zoom.us/j/984736643
Meeting ID: 984 736 643
One tap mobile
+19292056099,,984736643# US (New York)
+13126266799,,984736643# US (Chicago)

Dial by your location
+1 929 205 6099 US (New York)
+1 312 626 6799 US (Chicago)
+1 301 715 8592 US
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US
Meeting ID: 984 736 643

PURPOSE: General Business

SUBMITTED BY (Name & Title): J.R. Colby, Chair

All meeting notices must be filed and time stamped in the town clerk's office and posted on the municipal bulletin board 48 hours prior to the meeting in accordance with MGL Ch. 30A, § 18-25. This may not include Saturdays, Sundays or legal holidays. Newbury Municipal Offices are open Mon., Wed., Thurs. 8-4 and Tuesday from 8-7, closed Fridays. Faxed or Emailed postings must reach the Clerk's office during business hours 48 hours prior to the meeting.

MEETING NOTICES WILL ALSO BE POSTED ON THE TOWN WEBSITE

Per Governor Baker – March 10, 2020 - Order Suspending Certain Provisions of the Open Meeting Law, L.L. C.30A, § 20 allowing a Public Body, conduct its meetings in a public place that is open and physically accessible to the public, provided that the public body makes provision to ensure public access to the deliberations of the public body for interested members of the public through adequate alternative means. Adequate, alternative means of public access shall mean measures that provide transparency and permit timely and effective public access to the deliberations of the public body. Such means shall include, without limitation, provided public access through telephone, internet, satellite enabled audio or video conferencing, or any other technology that enables the public to clearly follow the proceedings of the public body while those activities are occurring. Where allowance for active, real-time participation by members of the public is a specific requirement of a general or special law or regulation, or a local ordinance or by-law, pursuant to which the proceeding is conducted, any alternative means of public access must provide for such participation.
Agenda Items

Call to Order

Board and Committee Reports

- Report of Chairman Colby:

Grants, Gifts & Donations

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

Public Hearings:

- 7:15 p.m. – Public Hearing – Continued from Wednesday, March 4, 2020 - Modification to the Special Permit for the Newbury Golf Center, 131, 133, and 151 Scotland Road, Assessors Map R43, Lots 2, 11, and 4B, Applicant: Erik Sorensen, President, Newbury Golf Center, Inc., granted by the Selectmen on November 15, 2017. The Applicant requests approval of a proposed plan to restore areas of disturbance outside the approved limit of work for the project, as shown on the drawings entitled "131, 133-151 Scotland Road, Disturbance Plan of Land," Sheet 1 of 1, dated April 9, 2018, and "131, 133 & 151 Scotland Road, Buffer Zone Mitigation Plan," Sheets 1 and 2 of 2, dated April 30, 2018, and described in supporting documents, prepared by Meridian Associates and LEC Environmental Consultants, Inc. The Applicant also requests release of a stop work order in order to implement the remediation plan and stabilize the overall site.

New Business:

- Review and approval - Commercial Clam Permit Application 2020 Season

- Discussion re: Fred Hoysradt – Request for reconsideration of Commercial Clam Permit Application denial of 3/24/20

- License Agreement - National Grid & 7 Morgan Avenue

- Approval of Yesair Conservation Restriction, Main Street

Emergency Management Director Update – Chief Michael Reilly

Town Administrators Report

Old Business:

- Town Clerk – Discussion re: Election time

- BOS Discussion of Application for the Village at Cricket Lane - 55R Pearson Drive, Byfield (Tabled from 3/24/2020 BOS meeting)

Correspondence:

- Letter of Certification dated 3/12/2020 from Triton Regional School District

- Letter of 3/19/20 from Comcast Xfinity

- Letter of 3/23/20 from Jim Moran
• E-mail dated 3/23/20 from Bill DiMaio
• E-mail dated 3/24/20 from Steve Mangion Re: Another override for schools
• E-mail dated 3/24/20 from Steve Mangion Re: PI Bathroom
• e-mail dated 4/6/20 from Richard Piccolo Re: Trash

Meeting Updates

Review of Meeting Minutes:

• March 24, 2020
• March 31, 2020

Warrants

Executive Session

Adjourn

The Board of Selectman pledges its respect to the public and each other. The Board asks the public to conduct themselves in a respectful, courteous manner, both with the Board and with fellow members of the public. Should any member of the Board or any member of the public fail to observe this charge at any time, the Chair will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the Chair will recess the meeting until a genuine commitment to this charge is observed.

Note: The matters listed above are those reasonably anticipated by the Chair to be discussed at the meeting. This Agenda may be updated or revised after initial posting. Not all items listed may in fact be discussed, and other items not listed may be brought up for discussion to the extent permitted by law.
4/14/2020 Board of Selectmen Meeting

Commercial Clam Permit Applications 2020/2021 Season:

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<th>LAST NAME:</th>
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<tr>
<td>POULIN</td>
<td>WILLIAM</td>
<td>41 MAIN ST, BYFIELD</td>
<td>176153</td>
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</table>
TOWN OF NEWBURY
COMMERCIAL CLAM PERMIT APPLICATION

☐ New Applicant *
☐ Renewal**

Name: William Poulton  Address: 41 Main Street Byfield, MA
DOB: 03/09/2001  State Permit #: 176153
Subordinate Digger: □  Master Digger Name:
Phone:  Email:

Check One:  Homeowner □  Student/Minor ✓  Other □

Commercial clam licenses are issued to Newbury residents who have no outstanding municipal taxes or charges owed to the Town of Newbury.
*To qualify as a resident, new applicants must provide satisfactory proof that his/her principal residence (domicile) is in the Town of Newbury by providing a current Newbury tax bill or most recent Massachusetts income tax return showing their name and principal address in Newbury. Minors/students must be listed on current annual town census. Should an applicant fail to produce satisfactory proof of residence, he/she will be deemed unqualified to hold a permit granted to Newbury residents.
**Applicants for consecutive renewal are not required to provide proof of residency but must have current census information on file.

NOTICE
All questions must be answered. Misstatements will void application or license if it has been issued.

I certify that I have read and understand Chapter 76 of the Newbury Code, entitled “Denial, revocation, or suspension of local licenses for failure to pay municipal taxes and charges” and that no monies are owed the Town as described therein. I have also read and understand the 2018/2019 Regulations for the Clamming Industry and the Taking of Sea Worms and Eels.

Under Penalty of perjury I hereby acknowledge the above

Signature: William Poulton  Date: 03/30/2020
Residency confirmed:  Taxes Paid:  Treasurer
Town Clerk
Application reviewed by Fish Commissioners: □

APPROVED by BOARD OF SELECTMEN

__________________________________________

__________________________________________
W Poulin com shellfish app has been reviewed and approved by NFC

Pete Fotino
NFC chair

On Mar 29, 2020 3:35 PM, Town Clerk <townclerk@townofnewbury.org> wrote:

Hello,

I am forwarding this information to you at the request of Peter Fotino, Fish Commissioner.

Please complete the attached application and submit with payment for the fee ($300) and late fee ($150) in the amount of $450.00, made payable to the Town of Newbury.

The Town Clerk’s department is currently open only on Monday’s and is not open to the public.

Should you like to drop it off, there is a box right outside our office door for all correspondences. Otherwise you will need to mail it in.

I will take care of the residency and tax sign-offs and contact you once it has been reviewed by the Fish Commissioners and signed by the Board of Selectmen.

Please let me know if you have any questions.

Leslie

Leslie A. Haley, Town Clerk, CMMC
Notary Public, Justice of the Peace, Burial Agent
12 Kent Way
Newbury(Byfield), MA 01922
978-465-0862 Ext 315
Mon., Wed., Thurs. 8 AM to 4 PM
Tuesday 8 AM to 7 PM
Administrative Assistant

Subject: 4/14/20 Agenda - Hoysradt Shellfish License Denial Summary

Importance: High

From: Administrative Assistant
Sent: Wednesday, March 25, 2020 11:14 AM
To: hoysradtf@yahoo.com
Cc: Town Clerk; Dianne Doyle; Town Administrator
Subject: Town of Newbury Commercial Clam Application

Dear Mr. Hoysradt,

As per the Town of Newbury Regulations for Shellfish Industry and Harvesting of Sea Worms, Eels and Crabs, residents of the Town of Newbury may apply for a commercial permit to dig clams and harvest sea worms. The applicant must be a legal resident of the Town of Newbury. In order to qualify as a resident of Newbury, the applicant must provide satisfactory proof that his/her principal residence (domicile) is in the Town of Newbury.

The Town of Newbury has been notified by the Town of Essex that your legal residence/principal domicile is 21 John Wise Avenue, Essex, MA and you are a registered voter at that address. Therefore, during the 3/24/2020 Board of Selectmen meeting, the Commercial Clam Application you submitted to the Town of Newbury was denied by the Board of Selectmen/Local Licensing Authority.

The $300.00 fee paid, check #1557, when your application was received by the Office of the Town Clerk, will be reimbursed to you by the Town of Newbury.

Should you have questions, please feel free to contact me.

Sincerely,
J.R. Colby, Chair
Board of Selectmen

From: Fred Hoysradt [mailto:hoysradtf@yahoo.com]
Sent: Wednesday, March 25, 2020 1:03 PM
To: Administrative Assistant
Cc: Town Clerk; Treasurer/Collector; Town Administrator
Subject: Re: Town of Newbury Commercial Clam Application

Good afternoon,

I understand your decision, however, I wish to appeal it. I am a Newbury resident and am on the census as residing in Newbury.

While it is true that I am a registered voter in Essex, that is only because I was advised that if I changed my drivers license and voter registration status prior to the elections, I would not be afforded my right to vote in the recent primary. This is due to the fact that it would take several months for my voter status to change.

I have been a homeowner in the town of Newbury for almost two years. I have resided full time here for several months, making a permanent commitment to live in Newbury this past December.
I will take the necessary steps to change my license and voter registration now that the primaries are done.

Respectfully,
Fred Hoysradt

Sent from my iPhone

From: Fred Hoysradt [mailto:hoysradtfr@yahoo.com]
Sent: Wednesday, March 25, 2020 1:19 PM
To: Administrative Assistant
Cc: Town Clerk; Treasurer/Collector; Town Administrator
Subject: Re: Town of Newbury Commercial Clam Application

Please forgive the need for a second e-mail; however, I want to let you know that my license and voter registration has formally been changed to Newbury.
As stated in my previous e-mail, I would have done this prior to submitting my application had I not been advised by town officials that it would effect my ability to vote.
My residence in Newbury since January 1, 2020 has been verified by both the Town Clerk and the Tax collector.
Thank you,
Fred Hoysradt

Sent from my iPhone

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From: Town Clerk
Sent: Wednesday, March 25, 2020 2:46 PM
To: Administrative Assistant
Subject: RE: Town of Newbury Commercial Clam Application

Attached please find Fred Hoysradt’s 2020 Census/Street listing for the Town of Newbury. It was submitted on 2/24/2020 when he completed the CC application process.
At that time I did advise him that if he changed his registration prior to the 3.3.2020 Primary he would be ineligible to vote in either Essex (he would be deleted) or Newbury (the deadline for registration was 2.12.2020). As for his current status I will have to look it up in the state system the next time I am at the office which should be Monday at the latest.
I do not have any way to check driver’s license status.
if this appeal is to go forward I will not request a refund until it is finalized by the BOS.

Thanks,

Leslie A. Haley, Town Clerk, CMMC
Notary Public, Justice of the Peace, Burial Agent
12 Kent Way
Newbury(Byfield), MA 01922
978-465-0862 Ext 315
Mon., Wed., Thurs. 8 AM to 4 PM
Tuesday 8 AM to 7 PM

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From: Fred Hoysradt [mailto:hoysradtfr@yahoo.com]
Sent: Saturday, March 28, 2020 11:55 AM
To: Administrative Assistant
Cc: Town Clerk; Treasurer/Collector; Town Administrator
Subject: Re: Town of Newbury Commercial Clam Application
Pamela Thorne
Town Clerk
30 Martin St.
Essex, MA 01929

Dear Ms. Thorne,

Thank you for taking the time to speak with me yesterday. As discussed, please be advised that as of December 1, 2019, I have moved my primary residence and permanent domicile to the town of Newbury, Massachusetts.

I have changed my Massachusetts driver’s license and voter registration to reflect my change of residence.

As we discussed, I waited until after the recent primary elections to change my license and voter registration due to the fact that had I done it earlier, in all likelihood, I would have necessarily given up my right to vote due to the expected delay in change of voter registration when one changes his/her town of residence.

I thank you for your assistance in this matter and appreciate your service to the community.

Thank you,

Fred Hoytard
35 Old Rowley Road
Newbury, MA 01951
Above, please note the letter that I sent to the Essex Town Clerk. I
would ask that you take a moment to appreciate the importance of your right to vote and why it is
classified as a “Basic Right” by our Constitution and Bill of Rights.

I was fully prepared and planned to change my license and voter registration before filing my application
for a commercial shellfish permit in the Town of Newbury; however, I was informed by town officials
that I should wait to avoid the necessary delay that occurs in regard to voter registration.

As previously stated in my original response to your e-mail on March 25, 2020, my residence in the
Town of Newbury was confirmed by both the Town Clerk and the Tax Collector.

I would like this to be resolved quickly and reasonably by cooler, thoughtful minds. I am certainly not
trying to make this into a bigger issue than it is. I built a home here in this town and intend to remain
here well into the future.

Please know that I will, if necessary, hold the shellfish commissioners personally liable for what could be
considered an abuse of power based on a personal vendetta by one commissioner, in particular, and I
will seek damages if my right to make a living is further denied.

Due to the issues created by COVID 19, I understand that it is unlikely that we can meet to discuss this
further, however, please call me at 603-765-2021 if further discussion is necessary.

Respectfully,
Fred Hoysradt, Esq.

From: Peter Fotino [mailto:oystaman@comcast.net]
Sent: Monday, March 30, 2020 7:55 AM
To: Administrative Assistant
Cc: Town Clerk; Phistlewood
Subject: Response to Fred’s email.....

When we consulted with town council to aid us in tightening up residency requirements, we were told
that a person could have only one legal residence. Based on Fred’s email he opted to maintain Essex as
his legal residence at least until 3/3/20. There was time for Fred to take the steps necessary to become a
legal Newbury resident before elections and commercial clam license deadline. He neglected to take
these steps. Instead he has claimed Essex as his legal residence for voting and Newbury as his legal
residence for commercial clam license while he still possesses a valid Essex clam license.
Resolution – either allow Fred to apply with late fee at the expiration of Essex license or allow him to
apply next year. The Fish Commission defers to whatever the Board of Selectmen deems appropriate.

Thanks,
Pete

From: Peter Fotino [mailto:oystaman@comcast.net]
Sent: Saturday, April 04, 2020 1:16 PM
To: Administrative Assistant; Town Administrator
Subject: Response to Mr. Hoysradt’s appeal

In response to Fred Hoysradt’s appeal of the Board of Selectmen’s decision to deny him a Newbury
commercial clam license; Based on the information we received from the Town of Essex coupled with
information contained in Mr. Hoysradt’s own emails, I believe the decisions made were correct.
As to Mr. Hoysradt’s claim that there is a personal vendetta against him by the fish commission, this is just fantasy.

As Chairman of Newbury Fish Commission, I initiated the Inquiry into Mr. Hoysradt’s status as an Essex resident and commercial clammer. My fellow fish commission members had no knowledge of the Inquiry, the information received, or even that Mr. Hoysradt had applied for a clam permit until our meeting to review all commercial clam applications. To the best of my knowledge, I have never met Mr. Hoysradt and I am sure I have never had any conversations with him. Under the same set of circumstances, I would take the exact same steps that I took no matter who the applicant.

Lastly, I am dismayed that Mr. Hoysradt has attempted to bully the Newbury Fish Commission with the threat of litigation. I sincerely hope that the Board of Selectmen takes note of this threat.

Respectfully,
J. Peter Fotino
Chairman, Newbury Fish Commission
4/14/20 Board of Selectmen Meeting

**MOTION & VOTE - Re: National Grid & 7 Morgan Ave.**

**MOTION:** I move to grant a license to Massachusetts Electric Company to install, construct, reconstruct, repair, replace, add to, maintain and operate an underground electric distribution system located in, through, under, over, across and upon land located at 7 Morgan Avenue for the purpose of providing electric service to 7 Morgan Avenue, and that the Chair can execute the document(s) on behalf of the Board.

**SECOND:**
GRANT OF LICENSE

TOWN OF NEWBURY, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts (hereinafter referred to as the Licensor), for consideration of One ($1.00) Dollar, grants to Massachusetts Electric Company, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Licensee) a License to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Newbury, Essex County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and the furnishing of electric service to the herein described premises, and without limiting the generality of the foregoing, but specifically including the following equipment; namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the License area of the hereinafter described property.

Said "UNDERGROUND SYSTEM" is located in, through, under, over, across and upon a parcel of land situated on the northerly and southerly side of Morgan Avenue, being more particularly shown as Parcel 1, Lots 8, 9, 10, 11 and Parcel 2 on a Plan of Land recorded with the Essex South County Registry of Deeds as Plan Book 1973, Page 98.

And further, said "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Licensor) is approximately shown on a sketch entitled: "National Grid; Owner(s): Town of Newbury 12 Kent Way Suite 101 Byfield, Ma. 01922; Address: 7 Morgan Ave Newbury, Ma. 01951; Sketch to Accompany Easement for: Install underground utilities and transformer to serve 7 Morgan Ave.," Date: March 3, 2020; Drawn By: J. Butler, a reduced copy of said sketch is attached hereto as "Exhibit A," copies of which are in the possession of the Licensor and Licensee herein, but the final definitive locations of said "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Licensee.
Also with the further right from time to time to pass and repass over, across and upon said land of the Licensor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "UNDERGROUND SYSTEM" and each and every part thereof, but not the general location thereof, and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Licensee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "UNDERGROUND SYSTEM" is located as shown on the sketch herein referred to, of such trees, shrubs, bushes, structures, objects and surfaces, as may in the opinion and judgment of the Licensee interfere with the safe and efficient operation and maintenance of the "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Licensee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

It is the intention of the Licensor to grant to the Licensee, its successors and assigns, a License as aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Licensor’s land an "UNDERGROUND SYSTEM" for the transmission of intelligence and for supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch.

If the herein referred to locations as approximately shown on the Sketch are unsuitable for the purposes of the Licensee or the Licensor, then the locations may, subject to the prior written consent of Licensee, which consent shall not be reasonably withheld, be changed to areas mutually satisfactory to both the Licensor and the Licensee herein; and further the newly agreed to locations shall be indicated and shown on the Sketch by proper amendment or amendments thereto. Any relocation so requested shall be at the sole cost and expense of the requesting party.

It is agreed that said "UNDERGROUND SYSTEM" and all necessary appurtenances thereto, shall remain the property of the Licensee, its successors and assigns, and that the Licensor, its successors and assigns, shall pay all taxes assessed thereon.

Licensor and Licensee agree that this License shall terminate upon the recording of a permanent easement granted by Licensor to Massachusetts Electric Company for the above noted location as described in this License.
For Licensor's title, see deed dated October 14, 2016, recorded with the Essex South County Registry of Deeds in Book 35352, Page 317.

IN WITNESS WHEREOF, the Town of Newbury, acting by and through its Board of Selectmen, being duly authorized, have executed this License this _____ day of ________, 2020.

Acting by and through its Board of Selectmen

By:

By:

By:

By:

By:
<table>
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<tr>
<th>TOWN OF NEWBURY TO</th>
<th>MASSACHUSETTS ELECTRIC COMPANY</th>
<th>LICENSE AGREEMENT</th>
<th>AFTER RECORDING RETURN TO:</th>
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<td>CAROL BARROWS NATIONAL GRID USA SERVICE COMPANY, INC.</td>
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<td>40 SYLVAN ROAD WALTHAM, MA 02451</td>
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<td>Approved By:</td>
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</tbody>
</table>
The Commonwealth of Massachusetts  
Executive Office of Energy and Environmental Affairs  
100 Cambridge Street, Suite 900  
Boston, MA 02114

Chris LaPointe  
Director of Land Conservation  
Greenbelt | Essex County's Land Trust  
82 Eastern Avenue  
Essex 01929-

Re: Draft Conservation Restriction Approved  
CR Reference No.: 16714  
CR Number: NEWBURY #019  
CR Address: 136 Main Street  
Town: NEWBURY

Dear Chris:

Please find a copy of the conservation restriction that has been reviewed by EEA legal and cleared for local signatures attached to this email. Do not make any substantive changes without informing us. Minor changes such as formatting or to correct typos or misspellings do not require notification.

Please proceed with obtaining signatures of the Grantor, Grantee, and municipality. Once obtained, please email a PDF of the fully executed CR to me and I will forward it to Secretary Theocharides. Please ensure the final signature pages and exhibits are complete with all dates filled in and signatures properly notarized. Please also carefully review the MA Deed Indexing Standards (2018) to ensure the CR will be accepted for recording. Once signed, we will return the CR to you in the manner indicated on your original application form. If you indicated that you would pick the CR up in person, we will contact you for alternate return mailing instructions. Please note that we will not forward a CR to the Secretary if any of the signatures of the Grantor, Grantee, and municipality are more than one year old.

I look forward to finalizing this. Please remember to use the CR Reference Number and CR Number given above in all correspondence or inquiries.

Sincerely,

John Gioia  
Division of Conservation Services  
100 Cambridge Street, Suite 900  
Boston, MA 02114
IN WITNESS WHEREOF, the said Ruth A. Yesair, Trustee of the Ruth A. Yesair Trust u/d/t dated June 27, 2013, grants this Conservation Restriction to Essex County Greenbelt Association, Inc. and agrees to be bound by its terms.

WITNESS my hand and seal this 10th day of March, 2020,

Ruth A. Yesair

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this 10th day of March, 2020, before me, the undersigned notary public, personally appeared ________

Ruth A. Yesair, and proved to me through satisfactory evidence of identification which was D.D.S., L.L.C. to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

Olga Giselle Beshara
My Commission Expires: 2/12/27
ACCEPTANCE OF GRANT
This Conservation Restriction from Ruth A. Yesair, Trustee of and acting as such on behalf of the Ruth A. Yesair Trust u/d/t dated June 27, 2013, was accepted by Essex County Greenbelt Association, Inc. this ______ day of ____________, 2020.

ESSEX COUNTY GREENBELT ASSOCIATION, INC.

By: ____________________________
Name: Katherine Bowditch

Hereunto duly authorized

Title: President

By: ____________________________
Name: Kent Wosepka

Hereunto duly authorized

Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this ______ day of ____________, 2020, before me, the undersigned notary public, personally appeared Katherine Bowditch, and proved to me through satisfactory evidence of identification which was __________________________ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this ______ day of ____________, 2020, before me, the undersigned notary public, personally appeared Kent Wosepka, and proved to me through satisfactory evidence of identification which was __________________________ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:
GRANTOR: Ruth A. Yesair, Trustee of the Ruth A. Yesair Trust u/d/t dated June 27, 2013
GRANTEE: Essex County Greenbelt Association, Inc.
ADDRESS OF PREMISES: Main Street, Newbury, MA
FOR GRANTOR’S TITLE SEE: Southern Essex District
Registry of Deeds at Book 38304, Page 458.

CONSERVATION RESTRICTION

Ruth A. Yesair, Trustee of and acting as such on behalf of the Ruth A. Yesair Trust u/d/t dated June 27, 2013 (the “Trust”), with an address of 136 Main Street, Newbury, Essex County, MA, the Trust being the sole owner, for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to Essex County Greenbelt Association, Inc., a Massachusetts not for profit corporation having its principal place of business at 83 Eastern Avenue, Essex, MA 01929, their permitted successors and assigns (“Grantee”), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Newbury containing 81 acres of land shown as Lot 2 (“Premises”) on a plan of land entitled, “Plan of Land in Newbury, MA, 136 & 138 Main Street,” prepared for Borrego Solar, LLC (sic), prepared by Northeast Survey Consultants, recorded at Plan Book 475, Plan No. 79, a reduced copy of which is incorporated herein and attached hereto in Exhibit A.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values (“conservation values”).

This Conservation Restriction is required by a Special Permit for a 2.795 MW Solar Generating Facility at 136 Main Street, Newbury, MA, approved on May 16, 2018 by the Newbury Planning Board, and filed with the Town Clerk on May 17, 2018, as it may be amended from time to time, recorded at the Southern Essex District Registry of Deeds at Book 37982, Page 87 (hereinafter, the “Special Permit”). Grantor and Grantee agree that it is important to include the land under the Solar Generating Facility in the Premises, so that in the future, that land is not converted into another use that would impair the conservation values of the Premises.

The conservation values include the following:
A. **Open Space Protection.** The Premises contributes to the protection of the scenic and natural character of Newbury and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including Grantee’s Donald and South Street Woodlots, and Martin Burns Wildlife Management Area, owned by the Commonwealth of Massachusetts Division of Fisheries and Wildlife;

B. **Soils.** The Premises includes Farmland of Unique Importance, Prime Forest Land, and Forest Land of Statewide Importance;

C. **Protection of Wildlife Habitat.** The Premises contains land designated as Core Habitat for Species of Conservation Concern as defined by the Massachusetts Natural Heritage Program, the protection of which aligns with NHESP’s wildlife and habitat protection objectives.

D. **Water Quality.** Protection of this large forested landscape helps maintain water quality critical to aquatic species. The Premises include wooded swamp deciduous and shallow marsh meadow or fen wetlands as identified by the Massachusetts Department of Environmental Protection, which wetlands provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Massachusetts General Laws Chapter 131, section 40).

E. **Working Farmland and Forest Land.** The CR will ensure that the forests contained on the Premises will be permanently available for economically productive forestry that is consistent with the protection of other conservation values present on the Premises, and, in the event the solar generating facility is removed, the resulting open area may be used for agricultural activities that are consistent with other conservation values present on the Premises.

F. **Historical Purposes.** The Premises are crossed by historic stone walls, which reflect the agricultural and land use history of the site.

G. **Scenic Values.** The Premises are part of a highly scenic corridor along Interstate 95, visible to thousands of motorists daily.

H. **Baseline Documentation Report.** These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. **PROHIBITED ACTS AND USES, EXCEPTIONS THEREETO, AND PERMITTED USES**

A. **Prohibited Acts and Uses.** Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:
1. Constructing, placing or allowing to remain any temporary or permanent building, structure, facility, or improvement, including but not limited to tennis courts, landing strips, mobile homes, swimming pools, asphalt or concrete pavement, signs, fences, billboards or other advertising displays, antennas, utility poles, towers, solar panels, solar arrays, conduits, lines or other temporary or permanent structures, facilities, or improvements on, above or under the Premises;

2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;

3. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;

4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;

5. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;

6. Use, parking or storage of vehicles including cars, trucks, motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties, as necessary for the conduct of Reserved Rights, or as necessary for the mobility impaired;

7. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), unless to facilitate conveyance of the restricted fee to a qualified conservation organization, and no portion of the Premises may be used towards building or development requirements on this or any other parcel;

8. The use of the Premises for business, residential or industrial use, or for more than de minimis commercial recreation as defined in Section 2031(c) of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder or any successor statute or regulation;

9. The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;

10. Any other uses or activities which are inconsistent with the purposes of this Conservation Restriction, or which would impair the conservation values, unless such uses or activities are necessary in an emergency in the opinion of the Grantee and at the Grantee’s sole discretion for the protection of the conservation values that are the subject of this Conservation Restriction.

B. **Reserved Rights and Exceptions to Prohibited Acts and Uses.** The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction.
1. **Vegetation Management.** The selective minimal removal, pruning and cutting of vegetation to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Report, woods roads, trails, fence lines, and meadows; and the right to plant and maintain native vegetation;

2. **Invasive Species Management.** The removal of non-native or invasive species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality. For the purposes of this Conservation Restriction, the term “invasive” shall be defined as a species that is non-native or alien to the ecosystem under consideration, and which is likely to cause economic or environmental harm (including the crowding out of native species) or harm to human health;

3. **Composting.** The stockpiling and / or composting of stumps, trees, brush, limbs, and similar biodegradable materials originating predominantly on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this reserved right shall take into account sensitive areas;

4. **Habitat Improvement.** With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species of flora or fauna, including selective planting of native trees, shrubs and plant species;

5. **Archaeological Investigations.** The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).

6. **Outdoor Passive Recreational Activities.** Fishing, hunting with express permission of the Grantor, hiking, mountain biking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;

7. **Forestry.** Conducting or permitting others to conduct sound silvicultural uses of the Premises, including the right to commercially harvest forest products (as such term may be defined from time to time in General Laws, Ch. 61, Sec. 1, or successor law) and the establishment of new woods roads in accordance with prudent and sound silvicultural practices that conform at least to the minimum standards set forth in the Massachusetts Forest Cutting Practices Act (General Laws, Ch. 132, or its successor) and carried out pursuant to a Forest Stewardship Plan (hereinafter, the “Stewardship Plan”).

Before any harvest of forest products occurs on the Premises, Grantor shall submit a Stewardship Plan to the Grantee, the Massachusetts Department of Conservation and Recreation (or appropriate successor agency) and to any other required state agencies for their approval. The Stewardship Plan shall be prepared by a forester licensed through the Massachusetts Department of Conservation and Recreation in conformance with the
"Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" and such statutes, regulations and directions in effect at the time of the approval of said Stewardship Plan. The Stewardship Plan shall include provisions designed to minimize soil erosion, conserve surface and groundwater quality, scenic views, wildlife habitat, and to protect the conservation values of this Conservation Restriction.

The Stewardship Plan shall be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional timber harvests occur. All cutting plans and designated access routes shall avoid any stone structures or historical and cultural resources and shall be reasonably required to prevent any damage there to. All cutting operations shall be supervised by a licensed forester;

8. **Harvesting Wood for Personal Use:** The cutting of trees to provide non-commercial forest products, such as firewood, for personal use, but not for sale, is permitted without a Stewardship Plan, provided not more than 10 cords of wood are harvested during any consecutive twelve-month period;

9. **Agricultural Activities.** The cultivation, maintenance and harvesting of crops, orchards, trees, flowers and hay; the cleaning, storage and sale of farm produce predominantly grown, produced, or raised on the Premises; the installation, use, maintenance, and storage of irrigation equipment; the installation, maintenance, and use of surface and subsurface drainage systems; fencing; animal husbandry activities, including beekeeping, the breeding, rearing, maintenance, pasturage, stabling, sheltering and use of livestock, including but not limited to horses, cows, chickens, pigs, sheep and goats; (collectively, "Agricultural Activities" or singularly "Agricultural Activity"), provided:

a. Any conversion from existing Agricultural Activities, which are none as of the date of this Conservation Restriction as documented in the Baseline Report, to a substantially different Agricultural Activity shall require a farm conservation plan acceptable to the Grantee, such as a USDA Natural Resources Conservation Service (NRCS) Farm Conservation Plan (hereinafter “Farm Plan”), prepared for the Premises, and approved by Grantee and the NRCS Westford Field Office or its successor agency. To request assistance from the NRCS Westford Field Office, Grantor should send a request in writing to the NRCS Westford Field Office, 319 Littleton Road, Westford, MA 01886, or call the district Conservationist at 978-692-1904 and request assistance with a Farm Plan. The Farm Plan shall be developed in accordance with best agricultural and conservation practices as recommended by the NRCS or its successor agency, and shall make all reasonable efforts not to materially impair the conservation values of this Conservation Restriction, and shall, at a minimum, address the following: (1) establish wetland buffers and/or filter strips to prevent adverse impacts to the water quality of existing wetlands and waterways; (2) in the event animal husbandry activities are proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the conservation values of the Premises;

b. Grantor retains the right to lease or permit a Licensee the right to use and operate the Premises for Agricultural Activities in accordance with, and subject to, this Conservation Restriction;
c. With prior written approval of the Grantee, the conversion of wooded portions of the Premises into pasture, orchard, cropland, meadow or field, provided that said clearing: (i) does not adversely impact any Areas Subject to Protection or Activities Subject to Regulation under M.G.L. Ch. 131 §40 (the Massachusetts Wetlands Protection Act), resources areas mapped as "Priority Habitat for Rare Species" or Biomap2 "Core Habitat" by the Massachusetts Natural Heritage and Endangered Species Program or otherwise degrade or be wasteful of soil or water resources or other important ecosystem elements as identified in the Baseline Report and subsequent monitoring reports, and (ii) any conversion and land clearing of greater than one-quarter (1/4) acre shall be carried out in accordance with a Stewardship Plan.

d. For the purposes of this Conservation Restriction, "Agricultural Activities" shall not be deemed to include or permit the following: industrial-scale processing and packaging, industrial-scale feedlot activities, industrial-scale poultry, swine, beef or other meat processing, sod farming, or industrial-scale composting.

10. Agricultural Improvements. The right to construct and maintain structures necessary to conduct Agricultural Activities as follows, provided that the total footprint of all structures allowed under this Section II.B.10 shall not exceed 10,000 square feet.

a. With prior written approval from the Grantee:

i. Barn. The construction, maintenance, repair and replacement of one (1) barn which shall not have a footprint in excess of 1,200 square feet, and which shall have a wooden exterior, and the installation of utilities, including water and power, to service said barn, provided that all such utilities shall be underground to the extent feasible, and provided that the areas of the Premises affected during the construction of the barn shall be restored to the extent feasible;

ii. Farm Stand. The construction, maintenance, repair and replacement of one (1) commercial farm stand with a total footprint no greater than 1,000 (one-thousand) square feet, for farm products predominantly grown, produced, or raised on the Premises (however, Grantor may supplement with sales of other regionally-produced farm products), and the construction, maintenance and repair of a parking area for up to 6 (six) cars and the installation, maintenance, repair, and replacement of utilities (provided that utilities are underground to the extent feasible) to service the farm stand, provided that said parking area shall not be paved with impermeable material;

iii. Greenhouses. The construction, maintenance, repair and replacement of up to a total of 5,000 square feet of greenhouses.

iv. Farm Springs and Wells. The right to install, maintain, and replace wells, including but not limited to artesian wells, and associated equipment and utilities for irrigation;

v. Farm Pond. The creation, maintenance, and expansion of one (1) farm pond for the purpose of supplying water for permitted Agricultural Activities.

b. Without prior approval from the Grantee:

i. Temporary Structures. The construction, maintenance, repair and replacement of temporary structures and improvements directly related to or in support of Agricultural Activities, including but not limited to hayracks, jumps, watering troughs, chicken coops (mobile or otherwise), utility sheds, "run-in" shelters or other three-sided shelters, mobile hoop houses (also known as "high tunnels", moveable hoop houses are relocated throughout the year to accommodate different crops), and
the like. For the purposes of this Conservation Restriction, the term “temporary” shall mean any improvement without a foundation that can be constructed or removed without any significant disturbance of the soil;

11. **Farm Animals for Personal Use.** Keeping, rearing, and sheltering up to 6 hooved farm animals and 30 poultry, for personal use, shall be permitted without a Farm Conservation Plan, provided that the associated keeping, rearing, and sheltering activities do not materially harm the purposes of the Conservation Restriction;

12. **Trails.** The maintenance of currently existing trails located on the Premise substantially in their present condition or as reasonably necessary for the uses permitted herein, and, with prior written approval of Grantee, the relocation of existing trails or the construction of new trails, including clearing, grading, construction, marking and maintenance (including, if necessary, the construction of retaining walls, planking and bridges, or barriers to prevent motorized access), provided that the new trails are no wider than eight (8) feet and do not have a negative effect on the conservation values and purposes of this Conservation Restriction. Trails may be constructed of dirt, stone dust, gravel or other natural and pervious material; in no case may they be paved;

13. **Signage: **Installing, maintaining, and replacement of a minimal number of signs with respect to hunting, trespass, trail access, identity and address of occupants, sale of the Premises, the location of boundary lines, the Grantee’s interest in the Premises and the protected conservation values, permitted and prohibited uses, including hunting and recreation, and other regulations with respect to public use; interpretive, informational or other similar signs;

14. **Alternative Energy.** This Conservation Restriction is required by the Special Permit. In addition to the Reserved Rights described in this Section II(B), all of the activities contemplated in said Special Permit and subsequent amendments, if any, for a Solar Generating Facility, shall be allowed on the Premises in the locations shown as “Access Easement 1.687 AC. ±”, “Lease Area 9.979 AC. ±”, and “Utility Easement 0.459 AC. ±” on plans entitled 136 Main Street, Newbury, MA Access Easement Plan; 136 Main Street, Newbury, MA Lease Plan; and 136 Main Street, Newbury, MA Utility Easement Plan, copies of which are attached hereto as Exhibit B-1, B-2, and B-3. Activities may include but may not be limited to clearing and grading, installation of above and below ground utilities, installation and maintenance of solar panels, construction and maintenance of access roads, and the like. Further, all of the activities contemplated in said Special Permit and subsequent amendments, if any, may extend beyond the Access Easement, the Lease Area, and the Utility Easement, during the Solar Generating Facility’s construction phase only, into the area shown as the “Limit of Tree Clearing” on the attached Exhibit B-4. In addition, trees and vegetation in the area adjacent to the Solar Generating Facility as shown on Exhibit B-1, B-2, B-3, and B-4 that interfere with the access to sunlight (“Insolation”) on the Solar Generating Facility may be trimmed to preserve or enhance Insolation levels. When the Solar Generating Facility has reached the end of its operational or contractual lifespan, Grantor shall remove the Solar Generating Facility and, in consultation with the Grantee, return the areas described in this Section II(B)(14) to a natural condition, through replanting native trees and/ or meadow grasses or the like. Grantor may also replace, or allow others to replace, the facility with another of like kind, within the locations shown in Exhibit B, subject to any and all local, state or federal laws or regulations in place at the time;
15. **Vehicle use, Storage, and Parking.** The use, parking and storage of vehicles, machinery, and other vehicles used for the activities described in this Section II(B), provided that such use does not have a negative effect on the conservation values and purposes of this Conservation Restriction;

16. **Archeological Activities.** The conduct of archeological activities, including, without limitation survey, excavation and artifact retrieval, following submission of an archeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official;

17. **Site Restoration.** Any work undertaken in conjunction with the Reserved Rights described in this Paragraph B shall seek to minimize disturbance to the conservation values and other natural features within the Premises that may be impacted as a result of exercising any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report.

18. **Other Activities.** Such other non-prohibited activities or uses of the Premises may be permitted with the prior approval of the Grantee provided that the Grantee has made a finding, such finding to be documented in writing and kept on file at the office of the Grantee, that such activities are consistent with the Reserved Rights or, as applicable, are included in an approved Stewardship Plan or Farm Plan, do not impair the conservation values and purposes of this Conservation Restriction, and, where feasible, result in a net gain in conservation value of the Premises.

**C. Permits, Regulations, Laws.** The exercise of any right reserved by Grantor under this Section II, Paragraph B shall be in compliance with then-current building, zoning, planning, and conservation regulations, bylaws, or ordinances applicable to the Premises, the Wetlands Protection Act (MGL Chapter 131, Section 40), and all other applicable federal, state and local laws, rules, regulations, and permits, including the Special Permit. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth of Massachusetts takes any position whether such permit should be issued.

**D. Notice to and Approval by Grantee.** Whenever notice to or approval by the Grantee is required under the provisions of Paragraphs A, B or C of Section II, or any other provision or condition herein, the Grantor shall notify the Grantee in writing not less than thirty (30) days prior to the date the Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. The purpose of requiring such notice is to afford the Grantee with an adequate opportunity to ensure that the activities in question are designed and carried out in a manner that is consistent with the purposes of this Conservation Restriction and to monitor their implementation. Where the Grantee’s approval is required by the terms of this Conservation Restriction, the Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of the Grantor’s written request therefore. Grantee’s approval may be withheld upon a determination by the Grantee at its sole discretion that the action as proposed would impair the conservation values of the Premises or would be inconsistent with the conservation values and purposes of this Conservation Restriction.
III. LEGAL RIGHTS AND REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

B. Reimbursement of Costs of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

C. Boundary Disputes. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

D. Non-Waiver. Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

E. Disclaimer of Liability. By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

F. Acts Beyond the Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

G. Actions to Prevent or Remedy Violations. The Grantee shall have the right to take appropriate actions to prevent, abate, or remedy violations of this Conservation Restriction, including violations by non-parties.

IV. ACCESS

A. Access by the Grantee. The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction, except that Grantee shall not be permitted to enter the Solar
Generating Facility on the Premises without providing at least 48 hours' notice and being escorted by the operator of such facility. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines. Grantee shall only enter the Solar Generating Facility if escorted by the operator of such facility, unless such operator does not reasonably cooperate in providing an escort within 48 hours of such request to enter. The Grantee shall have the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises, suitable signs identifying the Grantee as the holder of this Conservation Restriction.

B. Access by the Public. This Conservation Restriction does not grant to the general public the right to enter the Premises, however the Grantor may allow such access at Grantor's discretion in the future for passive recreational purposes including, but not limited to, walking, jogging, hiking, wildlife observation, mountain biking, horseback riding, cross-country skiing, and snowshoeing, except within that portion of the Premises where the Solar Generating Facility is located. If the Grantor and their successors and assigns permits such entry by the public, (1) any such activity shall be limited to daylight hours only unless Grantor provides permission for an exception; (2) dogs shall be leashed at all times; (3) no motor vehicles of any kind shall be permitted; (4) hunting shall be by written permission of the Grantor; (6) no dumping, waste disposal, or littering of any kind be allowed; (7) no activity of a commercial nature be allowed; and (8) the public shall adhere to such reasonable rules and regulations as the Grantor or Grantee may establish and post from time to time regarding the access provided in this paragraph. To the extent permitted by law, the Grantor and the Grantee hereby expressly disclaim any duty to maintain the Premises or warn persons who may enter upon the same. Pursuant to M.G.L. Chapter 21, Section 17C, neither the Grantor nor the Grantees is liable to any member of the public for injuries to person or property sustained by such person while on the Premises in the absence of willful, wanton, or reckless conduct.

V. EXTINGUISHMENT

A. Termination only by Judicial Proceeding and Grantee's Right to Recover Proportional Value. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Commonwealth of Massachusetts Secretary of the Executive Office of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises at that time and represents all land development rights associated with the Premises, except as such rights may have been specifically retained pursuant to this Conservation Restriction. Such proportionate value of the Grantee's property right shall remain
constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph B above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable in perpetuity against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises, by the Grantee, its successors and assigns acting by and through its duly designated officers, directors, employees or agents as holders of this Restriction.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Assignability; Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be deemed to be in gross and shall not be assignable by the Grantee, except the Grantee and its successors and assigns shall have the right to assign all or a portion of its right, title and interest hereunder to a "Qualified Organization" as defined in Section 170(h)(3) of the Internal Revenue Code provided that such assignee shall also be an eligible grantee of a conservation restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, that such assignee is not an owner of the fee in the Premises, and provided further that, as a condition of such assignment, the assignee is required to hold this Conservation Restriction and enforce its terms for conservation purposes and ensure that the purposes of this Conservation Restriction continue to be carried out. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

A. Reference to Conservation Restriction in Future Deeds and Required Notification of Transfers. The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which divests any interest in all or a portion of the Premises, including any leasehold interest or option, and to notify the Grantee in writing not less than thirty (30) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will
comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. **Termination of Rights and Obligations.** The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

**VIII. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor’s compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

**IX. NON MERGER**

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

**X. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Southern Essex District Registry of Deeds. Notwithstanding the foregoing, no amendment or modification of this Conservation Restriction may be made while the Solar Generating Facility is operating without providing prior written notice to the operator of the Solar Generating Facility, and no amendment or modification of this Conservation Restriction may be made that in any way limits the right of the Solar Generating Facility to operate on the Premises in the locations identified in Exhibit B-1, B-2, B-3, and B-4. The operator of the Solar Generating Facility is a third party beneficiary of this Conservation Restriction for the purposes of this Section X.

**XI. EFFECTIVE DATE**

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This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Southern Essex District Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Ruth A. Yesair, Trustee of the Ruth A. Yesair Trust u/d/t dated June 27, 2013
136 Main St
Newbury, MA 01922

To Grantee: Essex County Greenbelt Association, Inc.
ATTN: Director of Stewardship
82 Eastern Ave.
Essex, MA 01929
Phone: 978-768-7241

To the extent any amendment or modification to this Conservation Restriction is proposed, notice shall be provided to the Solar Generating Facility operator as follows:

Main Street Newbury Solar, LLC
c/o Borrego Solar Systems, Inc.
1814 Franklin Street, Suite 700
Oakland, CA 94612

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.
XIV. AFFIRMATIVE COVENANTS OF THE GRANTOR

A. Payment of Taxes. The Grantor shall pay before delinquency all taxes, assessments, betterments, liens, fees and charges levied on or assessed against the Premises by any federal, state, or local government authority or other competent authority or entity (collectively "taxes"), and shall furnish the Grantee with satisfactory evidence of payment upon request.

B. Subordination of Mortgage. The Grantor shall deliver to Grantee for recording simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, equity credit line, refinance, assignment of mortgage, lease, financing statement or any other agreement which gives rise to a security interest affecting the Premises.

C. Adverse Possession. The Grantor represents and warrants that to the best of his knowledge no person has occupied or used the Premises without the Grantor’s permission or has openly claimed ownership of the Premises as against the Grantor or the Grantor’s predecessors in title or has conducted continuous activities or uses on the Premises (such as, but not limited to, logging, camping or similar uses). The Grantor agrees that if any such activity is observed now or in the future, the Grantor shall immediately notify the Grantee and shall cooperate with the Grantee to notify such persons of their wrongful entry onto the Premises.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Homestead. The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Chapter 188 Section 10(e) of the Massachusetts General Laws.

E. Representations of the Grantee. The Grantee represents that it is a not for profit corporation, that it has a perpetual existence, that it is organized and operated for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and for other charitable, scientific and educational purposes, that it has both the necessary funds and commitment to hold this Conservation Restriction exclusively for conservation purposes in perpetuity and to enforce its terms, that it is a “Qualified Organization” as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and that it is an eligible donee of a conservation restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, as amended.

F. Prior Encumbrances. This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.
G. Signature Pages and Exhibits. Attached hereto and incorporated herein by reference are the following:

Grantor
Grantee: Essex County Greenbelt Association, Inc.
Approval by Newbury Board of Selectmen
Approval of the Secretary of Energy and Environmental Affairs.
Exhibit A: Reduced Copy of Plan of Premises
Exhibit B-1: Access Easement Plan
Exhibit B-2: Lease Plan
Exhibit B-3: Utility Easement Plan
Exhibit B-4: Limit of Tree Clearing Plan
IN WITNESS WHEREOF, the said Ruth A. Yesair, Trustee of and acting as such on behalf of the Ruth A. Yesair Trust u/d/t dated June 27, 2013, grants this Conservation Restriction to Essex County Greenbelt Association, Inc. and agrees to be bound by its terms

WITNESS my hand and seal this ____ day of ______________, 2020,

__________________________
Ruth A. Yesair

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this ____ day of ______________, 2020, before me, the undersigned notary public, personally appeared ________________________________, and proved to me through satisfactory evidence of identification which was __________________________ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

__________________________
Notary Public
My Commission Expires:
ACCEPTANCE OF GRANT

This Conservation Restriction from Ruth A. Yesair, Trustee of and acting as such on behalf of the Ruth A. Yesair Trust u/d/t dated June 27, 2013, was accepted by Essex County Greenbelt Association, Inc. this _____ day of __________________, 2020.

ESSEX COUNTY GREENBELT ASSOCIATION, INC.

By: ______________________________
Name: Katherine Bowditch
Title: President
Hereunto duly authorized

By: ______________________________
Name: Kent Wosepka
Title: Treasurer
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this _____ day of __________________, 2020, before me, the undersigned notary public, personally appeared Katherine Bowditch, and proved to me through satisfactory evidence of identification which was __________________ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

______________________________
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this _____ day of __________________, 2020, before me, the undersigned notary public, personally appeared Kent Wosepka, and proved to me through satisfactory evidence of identification which was __________________ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

______________________________
Notary Public
My Commission Expires:
APPROVAL OF TOWN OF NEWBURY BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Newbury, hereby certify that at a public meeting duly held on __________, 2020, the Board of Selectmen voted to approve the foregoing Conservation Restriction from Ruth A. Yesair, Trustee of and acting as such on behalf of the Ruth A. Yesair Trust u/d/t dated June 27, 2013, to Essex County Greenbelt Association, Inc., in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

TOWN OF NEWBURY BOARD OF SELECTMEN:

__________________________________  ______________________________________
J R Colby, Chairperson               Damon Jesperson

__________________________________  ______________________________________
Geof Walker                          Michael Doyle

__________________________________  ______________________________________
Alicia Greco

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this __ day of ___________________, 2020, before me, the undersigned notary public, personally appeared ___________________, and proved to me through satisfactory evidence of identification which was ___________________ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

__________________________________
Notary Public
My Commission Expires:
APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Ruth A. Yesair, Trustee of and acting as such on behalf of the Ruth A. Yesair Trust u/d/t dated June 27, 2013, to Essex County Greenbelt Association, Inc., has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: ______________, 2020

Kathleen A. Theoharides
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this day of ______________, 2020, before me, the undersigned notary public, personally appeared Kathleen A. Theoharides, and proved to me through satisfactory evidence of identification which was _________________________ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

__________________________
Notary Public
My Commission Expires:
EXHIBIT A - Reduced Copy of Plan (Sheet 1)

For official full size plan see Essex County Registry of Deeds Plan Book 475 Plan No. 79
March 12, 2020

Ms. Diane Doyle, Treasurer
Newbury Town Hall
Newbury, MA 01951

Dear Ms. Doyle:

This is the official letter of certification as prescribed in the Regional Agreement (Section V – A & B) as same is affected by Chapter 849 of the Acts of 1969 as amended, and Chapter 510 of the Acts of 1970, to each of the three member towns for the 2020/21 final apportionment of costs from the Triton Regional School District.

The official FY21 Final Operating Expenditures total $44,471,500 and Capital Debt Expenditures total $1,507,594. Total Local Assessment amounts (net amounts after deductions of anticipated revenues) voted by the Triton Regional District Committee in compliance with Section V – A & B of the Regional Agreement are as follows:

- **A. Operational Costs** $34,462,618
- **B. Debt Service** $370,085

I am enclosing a breakdown sheet according to the Regional Agreement showing the allocation of costs to each of the three member towns which indicates that:

- Newbury’s FY21 Assessment for Operating Costs is $9,989,104
- Newbury’s FY21 Assessment for Capital Costs is $1,056,777
- Newbury’s FY21 Combined Total Assessment is $10,045,882

All of the above apportionment of costs for 2020/2021 is a result of official action of the Triton Regional School Committee as voted at a regular meeting on March 11, 2020.

Thank you once again for all your cooperation in this matter.

Sincerely,

Amy Poczik, Treasurer
Triton Regional School District

cc: Chairperson, Board of Selectmen
Chairperson, Finance Committee
Town Administrator
Town Accountant

Phone: (978) 465 - 2397
112 Elm Street, Byfield, MA 01922
Fax: (978) 465 - 8399
## Triton Regional School District - 2020/21

### FY21 Final Budget Summary

<table>
<thead>
<tr>
<th>Operating Expenses</th>
<th>FY20 Final Adjusted Budget</th>
<th>FY21 Final Budget</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Operating Expenses</td>
<td>$42,476,705</td>
<td>$44,471,500</td>
<td>$1,994,795</td>
<td>4.70%</td>
</tr>
<tr>
<td>Capital Debt Service Expenses</td>
<td>$1,656,094</td>
<td>$1,567,594</td>
<td>($88,500)</td>
<td>-5.39%</td>
</tr>
<tr>
<td>Total Operating Expenses (General + Debt)</td>
<td>$44,132,799</td>
<td>$46,039,094</td>
<td>$1,906,295</td>
<td>4.35%</td>
</tr>
</tbody>
</table>

### GENERAL OPERATING BUDGET

<table>
<thead>
<tr>
<th>General Operating Revenues</th>
<th>FY20 Final Adjusted Budget</th>
<th>FY21 Final Budget</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Transportation</td>
<td>$844,671</td>
<td>$887,511</td>
<td>$42,840</td>
<td>5.05%</td>
</tr>
<tr>
<td>Interest Income / Other Misc. Revenue</td>
<td>$90,000</td>
<td>$75,000</td>
<td>($15,000)</td>
<td>-16.67%</td>
</tr>
<tr>
<td>Chapter 70-Base Aid</td>
<td>$4,754,661</td>
<td>$4,046,321</td>
<td>($708,340)</td>
<td>-14.89%</td>
</tr>
<tr>
<td>Medicaid Reimbursements</td>
<td>$309,000</td>
<td>$150,000</td>
<td>($159,000)</td>
<td>-51.08%</td>
</tr>
<tr>
<td><strong>Total General Operating Revenues</strong></td>
<td>$9,608,422</td>
<td>$10,008,622</td>
<td>$400,200</td>
<td>3.87%</td>
</tr>
<tr>
<td><strong>Total General Operating Expenses</strong></td>
<td>$42,476,705</td>
<td>$44,471,500</td>
<td>$1,994,795</td>
<td>4.70%</td>
</tr>
<tr>
<td><strong>Less Total General Operating Revenues</strong></td>
<td>$9,245,423</td>
<td>$10,008,622</td>
<td>$763,200</td>
<td>7.27%</td>
</tr>
<tr>
<td><strong>NET GENERAL OPERATING ASSESSMENT</strong></td>
<td>$23,231,272</td>
<td>$34,462,878</td>
<td>$11,231,606</td>
<td>5.17%</td>
</tr>
</tbody>
</table>

### OPERATING ASSESSMENT

<table>
<thead>
<tr>
<th>Town</th>
<th>FY20 Final Adjusted Budget</th>
<th>FY21 Final Budget</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEWBURY</td>
<td>$9,586,779</td>
<td>$9,889,104</td>
<td>$302,325</td>
<td>3.13%</td>
</tr>
<tr>
<td>ROWLEY</td>
<td>$10,547,515</td>
<td>$11,018,307</td>
<td>$469,792</td>
<td>4.43%</td>
</tr>
<tr>
<td>SALISBURY</td>
<td>$12,648,930</td>
<td>$13,560,307</td>
<td>$911,370</td>
<td>7.26%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$32,813,224</td>
<td>$34,462,878</td>
<td>$1,649,654</td>
<td>5.17%</td>
</tr>
</tbody>
</table>

### CAPITAL DEBT BUDGET

<table>
<thead>
<tr>
<th>Debt Service Revenues</th>
<th>FY20 Final Adjusted Budget</th>
<th>FY21 Final Budget</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Capital Debt Expenses</strong></td>
<td>$1,496,024</td>
<td>$1,567,594</td>
<td>($71,570)</td>
<td>-4.69%</td>
</tr>
<tr>
<td>Less MDRA Debt Service Reimbursement</td>
<td>$1,197,505</td>
<td>$1,197,505</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>NET CAPITAL DEBT ASSESSMENT TO TOWNS</strong></td>
<td>$298,519</td>
<td>$370,089</td>
<td>($71,570)</td>
<td>-4.69%</td>
</tr>
</tbody>
</table>

### CAPITAL ASSESSMENT

<table>
<thead>
<tr>
<th>Town</th>
<th>FY20 Final Adjusted Budget</th>
<th>FY21 Final Budget</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEWBURY</td>
<td>$136,569</td>
<td>$106,177</td>
<td>($30,392)</td>
<td>-22.39%</td>
</tr>
<tr>
<td>ROWLEY</td>
<td>$141,981</td>
<td>$118,399</td>
<td>($23,582)</td>
<td>-16.65%</td>
</tr>
<tr>
<td>SALISBURY</td>
<td>$170,266</td>
<td>$145,610</td>
<td>($24,656)</td>
<td>-14.46%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$458,816</td>
<td>$370,089</td>
<td>($88,727)</td>
<td>-19.23%</td>
</tr>
</tbody>
</table>

### TOTAL ASSESSMENT

<table>
<thead>
<tr>
<th>Town</th>
<th>FY20 Final Adjusted Budget</th>
<th>FY21 Final Budget</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEWBURY</td>
<td>$9,513,240</td>
<td>$9,995,282</td>
<td>$482,042</td>
<td>5.07%</td>
</tr>
<tr>
<td>ROWLEY</td>
<td>$10,696,306</td>
<td>$11,319,605</td>
<td>$623,309</td>
<td>5.86%</td>
</tr>
<tr>
<td>SALISBURY</td>
<td>$12,819,508</td>
<td>$13,705,817</td>
<td>$886,309</td>
<td>6.86%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$33,021,054</td>
<td>$34,380,704</td>
<td>$1,359,650</td>
<td>4.10%</td>
</tr>
</tbody>
</table>

*Final Budget: March 11, 2020*
March 19, 2020

Board of Selectmen
Town of Newbury
12 Kent Way-Suite 200
Byfield, MA 01922

Re: Xfinity TV - Postponement of Cartoon Network Moving to Digital Preferred Tier

Dear Town Counsel:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Given recent events impacting our customers and our community, the scheduled move of Cartoon Network to the Digital Preferred Tier on May 5, 2020 has been deferred. We will notify you and our customers further before making any changes to Cartoon Network.

If you have any questions, please feel free to contact me at Thomas_Somers@cable.comcast.com or 603.334.3603.

Very truly yours,

Jay Somers
Jay Somers, Sr. Manager
Government Affairs
3/23/2020

104 Elm St
Byfield, MA 01922
978-255-4072
jimmoran_959@hotmail.com

Town of Newbury
Newbury Municipal Offices
12 Kent Way
Byfield, MA 01922

Attn: Newbury Board of Selectman:
J.R. Colby (Chairman), Geoff Walker, Damon Jespersen, Alicia Greco & Mike Doyle

Subject: BOS meeting on March 24th

Dear Board,

Since the public will not have the opportunity to participate, even though the Agenda lists “Citizen’s Concerns” for the 3/24 meeting, and that Citizen’s Concerns have been avoided by the Select Board for the past two (2) meetings, I suggest a few issues be presented in adequate detail for the benefit of the Citizens. Others may want to expand on my list.

1. The Construction Committee report for the Police Station include the current budget and schedule to complete the work.
2. The use of BOS letterhead by Selectwoman Greco, although I’m sure well intentioned, sets a bad precedent.
3. The status of the four (4) Citizen’s petitions I sent to the Board on 3/17 to be included on the Warrant.
4. The status of the lease at Kent Way; will it be renewed and, if so, what will be the term and the annual cost?
5. What is the current plan for the additions/renovations of the Town Hall on High Road?

Sincerely,

Jim Moran

cc: Board of Selectmen, Tracy Blais, Marshall Jespersen, Jenn Solis, NMCT
During the March 24 BOS meeting Selectman Colby reviewed the process and procedure for the receipt and distribution of correspondence.
I would like to understand the process and procedure for reply or feedback to the author of correspondence.

For example:

On March 16th I sent an email concerning a request that Selectman Doyle discuss the proper retirement of American flags with the eastern regional group that was to meet on March 17. I received a timely reply from Tracy on March 16th which stated that she forwarded my email to Selectman Doyle.

What should I expect next?
The possible scenarios that would have occurred when I was working at General Electric Corp. would have been similar to one of the following possibilities:

1. Hi Bill, I received your email. Thanks, Mike Doyle
2. Hi Bill, I received your email and I will bring this up for discussion at our next meeting. Thanks, Mike Doyle.
3. Hi Bill, I received your email and this is what I will do. I will share the result with you. Thanks, Mike Doyle.
4. No response!

So far there has been no response and it is March 28th at 9:34 AM and I doubt if my request needed review at a BOS meeting.

Is there an existing policy or procedure for feedback and response or does it simply default to common courtesy?

Thanks,

Bill DiMaio

Mr. DiMaio:
Your email correspondence has been forwarded to Selectman Doyle.
The Secretary of State's office has determined that most emails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

Tracy Blais
Town Administrator
Town of Newbury
12 Kent Way
Suite 101
Byfield, MA 01922
978.465.0862 X301
administrator@townofnewbury.org

From: Town Administrator
Sent: Monday, March 16, 2020 5:07 PM
To: Michael Doyle
Cc: 'JR Colby'; Administrative Assistant
Subject: FW: Please read
FW: Eastern Essex District Department of Veterans Services- Selectman Michael Doyle
Importance: High

See time sensitive email below.

The Secretary of State's office has determined that most emails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

Tracy Blais
Town Administrator
Town of Newbury
12 Kent Way
Suite 101
Byfield, MA 01922
978.465.0862 X301
administrator@townofnewbury.org

From: Bill DiMalo [mailto:mlmac1@comcast.net]
Sent: Monday, March 16, 2020 11:25 AM
To: Board of Selectmen
Subject: Eastern Essex District Department of Veterans Services- Selectman Michael Doyle

Michael Doyle is a member of the subject department.
The meeting calendar shows that this group was to gather tomorrow, March 17th.

I request that Mr. Doyle ask this department to discuss and make future plans to address the retirement of US flags. We collect old and damaged flags in the mailbox that Don Jarvis set up outside the Byfield Fire Protection Station. I am in charge of collecting the contents of this mailbox and storage of these flags pending proper retirement. We have not retired flags for more than 2 years. Previously, the retirement was conducted with support from the local Boy Scouts.

The proper retirement of these flags is not just a problem for Newbury. I suspect that all towns that are in your district need your assistance as well.

Please establish a collaborative plan to address this issue at your earliest convenience. I anxiously await your reply.

Thank you,

Bill DiMaio
12 Orchard St.
Byfield, MA 01922
978 270 2855
Micmac1@comcast.net
[Separately I will write about the proposal to repropose something that was voted down at the last Town Meeting - the PI Bathroom. I do not support the 220K expenditure]

Selectmen and Town Administrator.
(If possible I would state this at the Next Meeting.)

I am writing to oppose placing another override for the schools on the warrants to be voted on at Town Meeting.
At the March 10 Selectmen’s meeting, a proposal for an override for the school district was under discussion. The amount proposed was about 200K.

Recently, in 2018(?) as I recall, the Town passed an override to support the schools. The amount passed was about $350,000. The 350K figure was based Newbury’s assessment under the proposed, but not finalized, school budget.

However, Salisbury and Rowley subsequently voted down the proposed school budget, necessitating a revised and lowered budget proposal from the School District. The revised budget was prepared after the Newbury Town Meeting. When Salisbury and Rowley approved the lowered budget, Newbury’s assessment was reduced to about 150K.

But since Newbury had already approved the override at the 350K level, that assessment accrued to the citizens on their real estate tax bill. The extra, and no longer needed school-assessment, approximately 250K, nonetheless continued, and it was probably used for other purposes.

Given the history of the last school override, it would seem unwise to again propose an override for the Schools before the budget is agreed upon by the Towns.

But in any event: For this year’s Town Meeting, another school override should not be supported. I understand how override money cannot be "dedicated" year-on-year. But in this case, the previous override money was not spent for its stated purpose. About 200K was not spent on the schools. Now is the time to allocate 200K from the previous override without a new override.

I do understand that other parts of the proposed Town budget would need re-allocation. But I believe that is the fiscally responsible and fair thing to do. And it is something that the Selectmen and the Town Administrator can and should do.

The Town is facing significant costs which will increase the tax rate: the police station, renovation to Town Hall, Fire Station(s), staffing and other new expenditures. Now is not the time to disproportionately raise the taxes for the schools at the expense of other, non-school needs.
Please do not place another School override on the agenda/warrant for Town Meeting.

Thank you.

Steve Mangion
Selectmen and Town Administrator

I am writing to oppose converting the housing structure at the corner of the Plum Island and Northern Blvds to a seasonal bathroom. Such a proposal should not be put on the Annual Town Meeting warrant.

[I have spoken with many people about the bathroom. I would say that 90% of the speakers were against an expenditure to construct a bathroom. The proposal has been voted down, already. Respect the outcome, please.

Some more detailed reasons:

Traffic back-ups will worsen:

. Cars entering and leaving the parking lots already cause backups, sometimes completely blocking vehicular movement from both the north and south on Northern Blvd.
. Pedestrians: Currently foot-traffic when crossing the boulevards to go to and from the parking lots and the convenience stores also causes significant back-ups to vehicular traffic.

If a bathroom were located as proposed, the foot-traffic will be very significantly increased as people go to and leave the structure. The result will be more, much more, car and bicycle backups and very irritated drivers. And a likely safety issue.

Many of the irritated drivers will be Newbury residents of Plum Island, people simply trying to leave their homes to go off island or return.

. Costs
The Town is already strapped for funds for non-school budget items....
Maintenance costs: cleaning, toiletry supplies, trash in the building and toilets, etc
Water and Sewer fees will be high: what are they going to be?
Outside facade maintenance....
What are the costs for a maintenance contractor?
Will Public Services be asked to do the cleaning? Do they have the time????
Will they resupply paper products and soap? How often?
And if something is 'clogged'?
Who opens the facility and locks it up?
Does hooking up a multi unit bathroom to the water and sewer lines require a permit?
A foot-wash probably does require an environmental review. It will result in a marked increase of free (to user, but not to the Town) water. It will be expensive.
[And I can hear the next request for showers!]

Residents/Residential Community
Plum Island is a residential community, a community that is part of Town of Newbury. Once most homes were seasonally occupied. No More. We are not a 'beach community'. We are a residential community, and a historic community and a farming community, all on the coast. The Town should be offloading a substantial ‘environmental footprint’ on PI, a barrier island.

Flooding.
The structure is in the AE Zone. Many people have seen the overwash from the Center Parking Lot run down the PI Blvd. Makes no sense to build a bath facility in the FEMA mapped AE Zone. As was mentioned by several citizens at the Town Meeting, the area floods with water.

In conclusion: Sell it:
The structure and land was purchased for about 350K. Sell it and take the money and put it toward the Town Hall. That money will be a big help, especially when combined with the money not spent of the bathroom.

Steve Mangion
978 462 7564
Dear Selectmen,

My wife and I moved into Byfield in 2015 and absolutely love the town and its beautiful areas.

I often take long walks through various parts of the town and neighborhoods in Rowley and Georgetown. During yesterday’s walk along Orchard Street I noticed a couple picking up trash on the side of the woods. I had a conversation with them and they indicated that they routinely have to clean the area as there is a limitless supply of trash. They said it is really terrible how many bottles and the like are thrown out of cars as one drives by. This is not only limited to Orchard but to Elm, School and other streets in the town.

I have requested that litter signs be erected on Orchard Street and others roads. We live in a wonderful natural resource area and it saddens me to see so much trash.

Litter will not be eliminated by signs but will be mitigated. A sign Indicating Do Not Litter - Protect Natural Resources would lessen the litter. A fine would go further but I realize enforcement would be difficult.

Please consider erecting signs around this beautiful town.

Richard Piccolo
92 Caldwell Farm Road
978-462-1892
DATE: March 24, 2020

Per Gov. Baker’s Executive Order dated March 12, 2020, suspending G.L. c. 30A sec. 20, The meeting was held by remote participation, namely a telephone conference call. The Public did not have an opportunity to participate as it is not a public hearing. Minutes of the meeting will be posted within 48 hours of the meeting and will be posted on the Town Website, www.townofnewbury.org

Call to Order: At 7:00 p.m., Chairman Colby called the meeting to order with the salute to the flag.

Chairman Colby introduced himself and confirmed member access by roll call that all members and persons anticipated on the agenda are present and could hear him. He requested as he called the members names to respond in the affirmative as follows:

Board of Selectmen:
- Damon Jespersen – Yes
- Michael Doyle – Yes
- Alcia Greco – Yes
- Geof Walker – No
  Chairman Colby announced Geof Walker was having technical difficulties.

Staff:
- Tracy Blais, Town Administrator – Yes
- Ellen Jameson, Executive Administrator – No
  Chairman Colby announced Ellen Jameson was having technical difficulties
- Chief Michael Reilly, Emergency Management Director – Yes

Anticipated Speakers on the Agenda:
- Bob Connors, Chair Building Project Construction Committee - Yes

Chairman Colby announced the following pertaining to the remote meeting:

This open meeting of the Newbury Board of Selectmen is being conducted remotely consistent with Governor Baker’s Executive Order of March 12, 2020, due to the current State of Emergency in the Commonwealth due to the outbreak of the “COVID-19” Virus.

In order to mitigate the transmission of the COVID-19 Virus, we have been advised and directed by the Commonwealth to suspend public gatherings, and as such, the Governor’s Order suspends the requirement of the Open Meeting Law to have all meetings in a publicly accessible physical location.
The Order, which you can find posted on the Town’s Website, allows public bodies to meet entirely remotely so long as reasonable public access is afforded so that the public can follow along with the deliberations of the meeting.

Ensuring public access does not ensure public participation unless such participation is required by law. This meeting will not feature public comment.

For this meeting, the Newbury Board of Selectmen is convening by telephone as posted on the Town’s Website.

All of the materials for this meeting, except any Executive Session materials, are available on the website, and we recommend the members and the public follow the agenda as posted on the website.

Chairman Colby announced the following pertaining to the meeting business ground rules:

We are now turning to the first item on the agenda. Before we do so, permit me to cover some ground rules for effective and clear conduct of our business and to ensure accurate meeting minutes.

- I/the Chair, will introduce each speaker on the agenda. After they conclude their remarks, the Chair will go down the line of Members, inviting each by name to provide any comment, questions, or motions. Please hold until your name is called. Further,

  Please remember to mute your phone or computer when you are not speaking.
  Please remember to speak clearly and in a way that helps generate accurate minutes.
  For any response, please wait until the Chair yields the floor to you, and state your name before speaking.
  If members wish to engage in colloquy with other members, please do so through the Chair, taking care to identify yourself.

- Each vote taken in this meeting will be conducted by roll call vote.

Members reported having technical difficulties hearing Chairman Colby. He replied that members needed to mute their phones. Because of the technical difficulties the conference call was ended and tried again. Members and participants again phoned in. The technical difficulties were resolved. A roll call was taken and all were asked to mute their phones.

Board of Selectmen:

- Selectman Jespersen - Yes
- Selectwoman Greco - Yes
- Selectman Walker - Yes
- Selectman Doyle - Yes

Anticipated Speakers on the Agenda:

- Bob Connors Chair, Building Project Construction Committee – Yes

Chairman Colby announced he would go through the roll call for votes and comments.
Board and Committee Reports

Report of Chairman Colby:

Chairman Colby reported he had signed PR 20-19 for E. Jameson

Grants, Gifts & Donations - None

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

Public Hearings - None

New Business:

The Emergency Management Agency Unified Command for the Town of Newbury has been activated. Emergency Management Director, Chief Michael Reilly, updated the Board of Selectmen about the Novel Coronavirus Disease (COVID-19) Public Health Emergency. Updates will continue to be given by Chief Reilly at all future Board of Selectmen meetings.

Building Project Construction Committee Update:

Chairman Colby introduced Bob Connors, Chair of the Building Project Construction Committee. Bob reported to the Board regarding the construction schedule, inspection/testing services, budget, change orders and ground breaking ceremony as outlined in the Police Station Construction Committee Update Report dated March 18, 2020, submitted to the Board of Selectmen.

Chairman Colby, by roll call, invited each member of the Board of Selectmen to provide questions or comments:

Selectman Jespersen, Selectwoman Greco, Selectman Doyle.

Following discussion, the ground breaking ceremony date of April 8, 2020 at 9:00 a.m. was discussed further. It was noted the rules on public assembly due to COVID-19 may change as that time is approached. The Committee will tentatively schedule the ceremony and cancel it if the current circumstances conflict with having it.

Request of Selectwoman Greco to use BOS Letterhead to write a letter of recommendation:

Selectwoman Greco spoke about resident, Ava Moran, who is applying for a Health Professions position in the United States Airforce and her request for a letter of recommendation from an elected official.

Motion: A motion was made by Chairman Colby to allow Selectwoman Alicia Greco to use Town letterhead to give the endorsement to Ava Moran.

Chairman Colby, by roll call, invited each member of the Board of Selectmen to provide questions or comments:
Selectman Jespersen, Selectman Doyle, Selectman Walker, Selectwoman Greco

Following discussion:

The motion was seconded by Selectman Walker.

Roll call vote:

Selectwoman Greco, Yes; Selectman Jespersen, Yes; Selectman Walker, Yes; Selectman Doyle, No; Selectman Colby, Yes.

The Board voted 4-1 in favor of the motion.

Review and approval - Commercial Clam Permit Applications 2020 Season:

Chairman Colby recused himself from the votes pertaining to all applicants with the surname of Colby.

The Commercial Clam Permit Applications for the 2020/2021 Season were read as follows:

<table>
<thead>
<tr>
<th>LAST NAME:</th>
<th>FIRST NAME:</th>
<th>ADDRESS:</th>
<th>STATE LIC. #</th>
</tr>
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<tr>
<td>ADAMS</td>
<td>KYLE</td>
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<td>BEAUPARLANT</td>
<td>JAMIE</td>
<td>25 WITHINGTON ST</td>
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<td>BENNETT</td>
<td>FRANK</td>
<td>131 HIGH RD</td>
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<td>CASTINE</td>
<td>TIMOTHY</td>
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<td>COLBY</td>
<td>BEN</td>
<td>158 ELM ST.</td>
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<td>CHARLES</td>
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<td>COLBY, JR.</td>
<td>CHARLES A.</td>
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<tr>
<td>COLBY</td>
<td>GAVIN</td>
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<td>COLBY</td>
<td>LAURA</td>
<td>171 HAY ST (MASTER DIGGER)</td>
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<td>MASON</td>
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<td>COLBY</td>
<td>NICHOLAS H.</td>
<td>30 CENTRAL ST, BYF</td>
<td>006317</td>
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<td>ROBERT J</td>
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<td>CONLEY</td>
<td>NEAL</td>
<td>39 LOW ST</td>
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<td>EVERETT M JR</td>
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<td>JARETT</td>
<td>5 KENT WAY</td>
<td>178069</td>
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<td>FOURNIER</td>
<td>ROBERT A.</td>
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<td>ZACHARY</td>
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<td>JACKSON</td>
<td>KYLE</td>
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<td>ALEXANDER</td>
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<td>NIXON</td>
<td>CODY</td>
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<td>NIXON</td>
<td>MICHAEL T.</td>
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<td>OLSEN</td>
<td>KIRK L.</td>
<td>94 MIDDLE RD</td>
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<td>PAPPOULIAS</td>
<td>WILLIAM L. JR</td>
<td>48 COTTAGE RD.</td>
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<td>SHORT</td>
<td>JOHN W.</td>
<td>120 MAIN ST., BYF.</td>
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<td>SHORT</td>
<td>WILLIAM J.</td>
<td>145 MAIN ST., BYF.</td>
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<td>THISTLEWOOD, III</td>
<td>JOHN K.</td>
<td>26 CENTRAL ST., BYF.</td>
<td>007482</td>
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<td>THISTLEWOOD</td>
<td>PETER A.</td>
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<td>THURLOW</td>
<td>JEFFREY</td>
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<td>WELCH</td>
<td>JIM</td>
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<td>WHITE</td>
<td>THOMAS</td>
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<td>WOOD</td>
<td>JACOB T.</td>
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<td>WOOD</td>
<td>STEPHEN</td>
<td>9 LUNT ST., BYF.</td>
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By separate vote:

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<th>Last Name</th>
<th>First Name</th>
<th>Address</th>
<th>Zip Code</th>
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<tr>
<td>HOYSRADT</td>
<td>FRED</td>
<td>35 OLD ROWLEY RD</td>
<td>164806</td>
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</table>
Motion: A motion was made by Selectman Jespersen, seconded by Selectwoman Greco to approve the Commercial Clam Permit Applications for the 2020 Season as listed and read.

Roll call vote:

Selectman Jespersen, Yes; Selectman Doyle, Yes; Selectman Walker, Yes; Selectwoman Greco, Yes; Chairman Colby, Yes. The Board voted unanimously in favor of the motion.

Town Administrator, Tracy Blais reported she had a conversation with the Fish Commissioners following the Fish Commission’s March meeting at Town Hall. Fred Hoysradt is currently claiming residence in the Town of Essex. According to the Newbury Shellfish Regulations, applicants must be a legal resident of the Town of Newbury. The Fish Commission’s recommendation to the Board of Selectmen is to deny the license.

Motion: A motion was made by Selectman Jespersen, seconded by Chairman Colby to deny the license.

Roll call vote:

Selectman Jespersen, Yes; Selectman Walker, Yes; Selectman Doyle, Yes; Selectwoman Greco, Yes; Chairman Colby, Yes. The Board voted unanimously in favor of the motion.

Discussion Re: Distribution of correspondence to Board of Selectmen:

Chairman Colby reviewed the protocol in place for the Office of the Board of Selectmen for incoming mail correspondence, e-mail correspondence, and telephone calls.

Chairman Colby, by roll call, invited each member of the Board of Selectmen to provide questions or comments:

Selectman Doyle, Selectman Jespersen, Selectwoman Greco, Selectman Walker, and Chairman Colby

Following discussion:

Motion: A motion was made by Selectman Doyle - Correspondence directed to the Board of Selectmen such as e-mails and letters should be distributed to the Board that day or the next day.

Roll call vote to second the motion:

Selectman Jespersen, No; Selectwoman Greco, No; Selectman Walker, No

The motion failed.

Discussion of Application for the Village at Cricket Lane - 55R Pearson Drive, Byfield
Motion: A motion was made by Selectman Jespersen, seconded by Chairman Colby and voted unanimously to table the discussion of the application for the Village at Cricket Lane - 55R Pearson Drive, Byfield to the 4/14/20 BOS meeting.

Roll call Vote:

Selectman Doyle, Yes; Selectwoman Greco, Yes; Selectman Walker, Yes.

The Board voted in favor of the motion.

Town Administrators Report:

Town Administrator, Tracy Blais reported the Governor’s Executive Order was put into place on March 12th allowing remote participation and the easing of some of the Open Meeting Laws. On March 13th the COVID-19 pandemic was declared. On March 16th in consultation with Emergency Management Director, Chief Michael Reilly, J.R. Colby, Chair of the Board of Selectmen, and Deborah Rogers, Health Agent, the decision was made to close the municipal offices. At that point in time, employees were still working but the offices were closed to the public. On March 17th the Emergency Declaration was signed by Chairman Colby and following that, Chief Reilly took over activating the Emergency Management Agency. On March 23rd in an effort to slow the COVID-19 transmissions while ensuring that the municipal and town government operations were continued, the flexible work policy was invoked.

On March 24, 2020 the Town was notified that $5,000 grant funding was received to assist with the health operations. Health Agent, Deborah Rogers has moved to hire two additional nurses to work on the Town’s behalf, as well as a student from Boston University who will also be helping in this effort.

Currently, while Town Offices are closed to the public, we are open for business in terms of working remotely and on flexible schedules, with mindfulness to social distancing and personal hygiene. There are alternatives listed on the Town’s website to aid the residents in transacting business through the mail or on-line, such as paying bills, obtaining parking stickers, dog licenses, building permits, etc. Residents should e-mail or leave voice mail messages as employees will be checking and returning e-mails and phone calls.

Old Business - None

Correspondence: All correspondence was reviewed.

Letter from Upper Green Advisory Committee

Letter of 3/3/20 from Comcast Xfinity

Letter of 3/10/20 from Comcast Xfinity

Meeting Updates:

Chairman Colby, by roll call, invited each BOS member to provide meeting updates.
Selectman Jespersen – No meeting updates
Selectman Doyle – No meeting updates
Selectman Walker - No meeting updates
Selectwoman Greco spoke about the Fiscal Policy Committee of the MMA

Review of Meeting Minutes: December 10, 2019, January 28, 2020, March 10, 2020

Chairman Colby, by roll call, asked each BOS member if the minutes had been reviewed.

Selectman Jespersen, Yes; Selectman Doyle, Yes, Selectman Walker, Yes; Selectwoman Greco; Yes

   Motion: A motion was made by Chairman Colby, seconded by Selectman Jespersen to approve the minutes of December 10, 2019, January 28, 2020, and March 10, 2020 as written and presented.

Roll call vote: Selectman Doyle, Yes; Selectman Walker, Yes; Selectwoman Greco, Yes.

The Board voted in favor of the motion.

Warrants

   Motion: A motion was made by Selectman Jespersen, seconded by Chairman Colby and voted unanimously to sign the warrants as presented.

Town Administrator, Tray Blais noted that under the Board of Selectmen/Town Administrator Act, the Town Administrator has the authority to execute warrants. Chairman Colby will sign the warrants presented as well.

   Motion: A motion was made by Chairman Colby, seconded by Selectman Jespersen to sign the warrants on the Selectmen’s behalf.

Roll call vote: Selectman Jespersen, Yes; Selectman Doyle, Yes; Selectman Walker, Yes; Selectwoman Greco, Yes, Chairman Colby, Yes.

The Board voted in favor of the motion.

Executive Session - None

Adjourn:

   Motion: At 8:20 p.m. a motion to adjourn was made by Selectman Jespersen, seconded by Selectwoman Greco and voted unanimously.

Respectfully submitted,
Ellen Jameson
Executive Administrator
DRAFT

TOWN OF NEWBURY

BOARD OF SELECTMEN

MINUTES

DATE: March 31, 2020

Per Gov. Baker’s Executive Order dated March 12, 2020, suspending G.L. c. 30A sec. 20, The meeting was held by remote participation, namely through Zoom video and audio conferencing. The Public did not have an opportunity to participate as it is not a public hearing. Minutes of the meeting will be posted within 48 hours of the meeting and will be posted on the Town Website, www.townofnewbury.org

Joint meeting with the Finance Committee

PRESENT: Board of Selectmen: J.R. Colby, Chair, Selectmen; Damon Jespersen, Geoffrey Walker, Michael Doyle and Selectwoman, Alicia Greco

Town Administrator, Tracy Blais

Chief Michael Reilly, Director, Emergency Management Agency

Ellen Jameson, Executive Administrator

Finance Committee: Marshall Jespersen, Chair; Linda Allen, Joseph Ali, Eugene Case, Paul Myette, and Kavy Yessair

At 6:58 p.m. Finance Committee Chair, Marshall Jespersen called the Finance Committee meeting to order.

Call to Order: At 7:00 p.m., Chairman Colby called the meeting to order with the salute to the flag.

Motion: A motion was made by Chairman Colby, seconded by Selectman Jespersen and voted unanimously to open the Board of Selectmen meeting.

New Business:

Emergency Management Agency Update – Chief Michael Reilly, Director

Emergency Management Agency Director, Chief Michael Reilly gave an update regarding the Novel Coronavirus Disease (COVID-19) Public Health Emergency. He reported Emergency Advisories, Orders, and Guidance from the State remain the same and in place. Earlier in the day, (March 31, 2020), Governor Baker issued an order for the Commonwealth extending the stay-at-home order, closure of non-essential businesses, and organizations for in-person operations until May 4, 2020.
Chief Reilly reviewed the current status of area and Plum Island beaches, noting that NH and the Trustees of Reservations Cranes Beach have been closed to the public. The Plum Island beaches will continue to be monitored by EMA officials. Conversation is on-going between the Town of Newbury EMA and the City of Newburyport EMA about preparing for potential closing of the local beaches.

Chief Reilly reported as the COVID-19 pandemic intensifies throughout the region and nation, it is reasonable to expect the cases of COVID-19 in the community will drastically increase in the coming weeks. Social distancing measures have been highly effective in slowing the spread of the virus. Therefore, it is important for the Town to stay vigilant with social distancing guidelines set by the Government until they are lifted. He recommended the Board of Selectmen consider postponement of the Annual Town Meeting and the Town Election. He requested Town Administrator, Tracy Blais speak to the timing.

Annual Town Meeting and Election Update:

Town Administrator, Tracy Blais reported that Based on Chief Reilly’s recommendation to change the dates for the Town Election and Annual Town Meeting, Town Clerk, Leslie Hayley, is in agreement of changing the dates for both the Town Election and Annual Town Meeting.

Based on the recommendation, the Rowley Town Clerk and Town Administrator and the Salisbury Town Manager have been contacted to discuss coordinating an election date.

Due to the COVID-19 directives ordered by the State, public hearings have not been able to occur. The Planning Board was not able to go forward with the required public hearings for the zoning changes appearing on the Warrant. Therefore, changing the date makes sense even beyond the safety aspect. A potential Town Meeting date of Tuesday, June 9th and an Annual Town Election date of Tuesday, June 16th is proposed.

In addition, the Town Clerk recommends reduced hours for voting as provided for in the Legislation. In an effort to promote the no contact method of voting the Town Clerk requests the Board of Selectmen consider polling hours from 12:00 p.m. to 6:00 p.m. This would allow the election workers more time to process absentee and early voting ballots as well as reducing contact with the voters. The Town Clerk will also promote that residents vote early and vote by absentee ballot as much as possible.

Ms. Blais reported that as the June 30th closing of fiscal year 2020 is approaching, there are not a lot of alternatives. Legislation is pending that would allow the Town to operate on 1/12 of the fiscal year 2020 operating budget, in the event that the governor didn’t lift the rules on assembly by the new date. At this time, this is the best approach given all the information that has been received to date.

**Motion:** A motion was made by Chairman Colby and seconded by Selectman Doyle to delay the Annual Town Meeting to June 9, 2020 and to delay the Town Election to June 16, 2020.
Discussion occurred regarding the change of dates and the recommendation of reduced hours for voting at the polls as requested by the Town Clerk.

Finance Committee Chair, Marshall Jespersen agreed on postponing the annual Town meeting for the safety of the community. He stated doing so will not stop the work the Committee will do in the interim. The Finance Committee’s work will continue on finalizing the budget and preparing the Annual Town Meeting Warrant.

Following discussion the Board voted 5-0 in favor of the motion.

Warrants:

**Motion**: A motion was made by Selectman Jespersen, seconded by Selectman Doyle and voted unanimously to sign the warrants as presented.

Adjourn:

**Motion**: At 7:25 p.m. a motion to adjourn the Board of Selectmen meeting was made by Selectman Walker, seconded by Selectman Doyle and voted unanimously.

**Motion**: At 7:25 p.m. a motion to adjourn the Finance Committee meeting was made by Gene Case, seconded by Paul Myette and voted unanimously.

Respectfully submitted,

Ellen Jameson
Executive Administrator