

CITY COUNCIL MEETING

AGENDA

April 29, 2024 7:00 pm

City Council Chambers, City Hall

60 Pleasant Street, Newburyport

Executive Session

Zoom details for City Council Meeting:
<https://us02web.zoom.us/j/81299990548>

Or One tap mobile:

US: +19292056099,81299990548#

Or Telephone US: +1 929 205 6099

Webinar ID: 812 9999 0548

- 1. **MOMENT OF SILENCE**
- 2. **PLEDGE OF ALLEGIANCE**
- 3. **CALL TO ORDER**
- 4. **LATE FILE**

Re-appointment:

- APPT00487_04_08_2024 Adam Armstrong 5 Buck St. Harbor Commission 6/1/2027 (PW&S)
- TRAN00192_04_29_2024 Finance Dept.: LT Debt-Principal \$80,000 & LT Debt-Interest \$75,000 to Health Insurance Premiums \$155,000 (B&F)

- 5. **PUBLIC COMMENT**
- 6. **MAYOR'S COMMENT**

CONSENT AGENDA

NOTE: ALL ITEMS LISTED UNDER CONSENT AGENDA WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

- 7. **APPROVAL OF MINUTES**
April 8, 2024

(Approve)

8. COMMUNICATIONS

- APPL00199_04_29_2024 10th Annual Harborside Half Marathon & 5K Sunday, Nov. 10th 9am-1:30pm (L&P)
- APPL00200_04_29_2024 Tri-State Trek Sat. 6/22 10:30am-2:30pm (L&P)
- COMM00549_04_29_2024 Memo re: MBTA Unit Capacity Options with Attachments (P&D/COTW)

9. TRANSFERS

- TRAN00190_04_29_2024 Mayor's Office: Interest on Short-Term Notes \$18,000 to Veterans Benefits \$18,000 (B&F)
- TRAN00191_04_29_2024 DPS:RRFA-Development Impact Fees \$30,000 to Intersection Improvements Study \$30,000 (B&F)

10. APPOINTMENTS

ALL ITEMS NOTED BELOW ARE REMOVED FROM THEIR RESPECTIVE COMMITTEES WITH THE MOTION TO APPROVE THE CONSENT AGENDA

BUDGET & FINANCE

- ORDR00556_04_08_2024 FY21 Perkins Park Project Amendment (COTW)
- ORDR00558_04_08_2024 Bartlet Mall Loan Order (COTW)

- TRAN00188_04_08_2024 Mayor's Office: ARPA State & Local Fiscal Recovery Funds \$964,675.13 to Phillips Drive Project \$700,000 , Marquand Lane Study \$120,000 , and Streets and Sidewalks \$144,675.13 (COTW)
- TRAN00185_03_11_2024 Mayor: ARPA State & Local Fiscal Recovery Funds \$282,653.87 & Joppa Park Walkway \$30,487.91 to Lower Atkinson Common Improvements \$313,141.78 (COTW)
- ORDR00553_04_08_2024 Refunding Bonds
- ORDR00551_04_08_2024 Gift Acceptance Pioneer League Fencing \$13,400
- ORDR00552_04_08_2024 Gift Acceptance FNCOA \$6,316
- ORDR00557_04_08_2024 FY25 CPC Recommendations (COTW)

COMMUNITY SERVICES

- ORDR00537_02_12_2024 Youth and Recreation Center Design Approval (COTW) *Amended*
- APPT00479_03_11_2024 Karen M. Cullinane 88 Federal St. Library Board of Directors 4/15/2031
Newburyport

LICENSES & PERMITS

- APPL00189_03_25_2024 Flag Day 5K Saturday, June 15th 12pm-8pm Cashman Park
- APPL00194_04_08_2024 Pride Parade Saturday, June 1st 11am-4pm Barlett Mall up Brown Square
- APPL00195_04_08_2024 Olive's Maker's Market Saturday, July 20th 9am-1pm High St.
- APPL00196_04_08_2024 Block Party Howard St. between Forrester St. & Chapel St.
Tuesday, June 18th (last day of school) 10am-6pm
- APPL00197_04_08_2024 Lions Yankee Homecoming 10M & 5K Tuesday, July 30th 6-8:30pm
- APPL00198_04_08_2024 Lions Bed Race Thursday, August 1st 5-8pm

PUBLIC WORKS & SAFETY

- APPT00485_04_08_2024 Wilfred“Paul” 7 Hunter Dr. Water/Sewer Commission 2/1/25
Suozzo, Jr. Newburyport
- APPT00486_04_08_2024 Police Marshal Screening Committee (COTW)
- ODNC00168_04_08_2024 HP Spaces
- ORDR00559_04_08_2024 Police Marshal Committee Order (COTW)

END OF CONSENT AGENDA

REGULAR AGENDA

9. MAYOR'S UPDATE

10. FIRST READING APPOINTMENTS

11. COMMUNICATIONS

- COMM00550_04_29_2024 Letter re: Newburyport Library and a request for an investigation into HR
- COMM00551_04_29_2024 Amendment to a Parklet application APPL00178_02_12_2024

12. TRANSFERS

13. SECOND READING APPOINTMENTS

14. ORDERS

- ORDR00560_04_29_2024 Gift Acceptance Hinkel Park Bench \$5000
- ORDR00561_04_29_2024 Gift Acceptance Pioneer League Batting Cage \$30,076.53

- ORDR00562_04_29_2024 Grant Acceptance Form FY23 FY24 Cultural District Grants \$30,000.00
- ORDR00563_04_29_2024 NRYS Bond Debt Exclusion
- ORDR00564_04_29_2024 Licensing Agreement between the City of Newburyport and New England Development for the parking lot at 9 Titcomb St.
- ORDR00565_04_29_2024 Licensing Agreement between the City of Newburyport and New England Development for the parking lot at 90 Pleasant St.
- ORDR00566_04_29_2024 G. Mello - Collection and Hauling Contract (5-Year)

15. ORDINANCES

- ODNC00166_03_11_2024 **Tabled** Amend Ch 5-65 Specialized Energy Code (COTW)
Motion to approve by Councillor Shand, seconded by Councillor Preston. Motion to move to a date certain, April 29, 2024 by Councillor McCauley, seconded by Councillor Harman. Roll call vote, 10 yes, 1 absent, motion passes.
- ODNC00167_04_08_2024 Residential Seasonal Dock Fee
Motion to continue to a date certain, April 29, 2024, by Councillor Zeid, seconded by Councillor Zeid, seconded by Councillor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.
- ODNC00171_04_29_2024 Amend Ch.13 to move the HP on Pleasant St.

16. COMMITTEE ITEMS

Budget & Finance

In Committee:

- ORDR00556 04 08 2024 **FY21 Perkins Park Project Amendment (COTW)**
- ORDR00558 04 08 2024 **Bartlet Mall Loan Order (COTW)**
- TRAN00188 04 08 2024 **Mayor's Office: ARPA State & Local Fiscal Recovery Funds \$964,675.13 to Phillips Drive Project \$700,000 , Marquand Lane Study \$120,000 , and Streets and Sidewalks \$144,675.13 (COTW)**
- TRAN00185 03 11 2024 **Mayor: ARPA State & Local Fiscal Recovery Funds \$282,653.87 & Joppa Park Walkway \$30,487.91 to Lower Atkinson Common Improvements \$313,141.78 (COTW)**
- ORDR00553 04 08 2024 **Refunding Bonds**
- ORDR00551 04 08 2024 **Gift Acceptance Pioneer League Fencing \$13,400**
- ORDR00552 04 08 2024 **Gift Acceptance FNCOA \$6,316**
- ORDR00557 04 08 2024 **FY25 CPC Recommendations (COTW)**
- ORDR00554_04_08_2024 Senior Work-Off Program Increase Maximum Assistance
Amount to \$2000 (COTW)
- ORDR00555_04_08_2024 Consolidation of Functions: School Committee with the City (COTW)
M.G.L. c.71, §37M (COTW)
- ORDR00556_04_08_2024 FY21 Perkins Park Project Amendment (COTW)
- TRAN00189_04_08_2024 Mayor's Office: General Fund Free Cash \$25,852.84 to
Fire Injured-on-Duty \$25,852.84 (COTW)

Community Services

In Committee:

- ORDR00537 02 12 2024 **Youth and Recreation Center Design Approval (COTW) Amended**
- APPT00479 03 11 2024 **Karen M. Cullinane** 88 Federal St. Library Board of 4/15/2031
Newburyport Directors
- APPT00483_04_08_2024 Kevin Hunt 14 Tenth St. Veterans Agent 5/1/2025
Newbury for Newburyport
- COMM00525_01_08_2024 Letter from Joe Morgan re: Frog Pond Restoration Project
- ORDR00474_07_10_2023 Plan Approval Bartlet Mall Improvement Project (COTW)
- COMM00541_02_26_2024 Kim Turner letter including supporting documents COTW)

General Government

In Committee:

- ORDR00527_01_08_2024 Council Rules 2024

Licenses & Permits

In Committee:

- APPL00189 03 25 2024 Flag Day 5K Saturday, June 15th 12pm-8pm Cashman Park
- APPL00194 04 08 2024 Pride Parade Saturday, June 1st 11am-4pm Barlett Mall up Brown Square
- APPL00195 04 08 2024 Olive's Maker's Market Saturday, July 20th 9am-1pm High St.
- APPL00196 04 08 2024 Block Party Howard St. between Forrester St. & Chapel St.
Tuesday, June 18th (last day of school) 10am-6pm
- APPL00197 04 08 2024 Lions Yankee Homecoming 10M & 5K Tuesday, July 30th 6-8:30pm
- APPL00198 04 08 2024 Lions Bed Race Thursday, August 1st 5-8pm
- APPL00193_04_08_2024 Ride to End ALZ Saturday, June 1st 8-11am

Planning & Development

In Committee:

- COMM00529_01_29-2024 Letter from Jim McCarthy re: Request to update codified sign ordinances
- COMM00530_01_29_2024 Update Regarding Zoning Studies & Amendments (COTW)
Related to Storey Ave & "MBTA Communities"(COTW)
- COMM00534_02_12_2024 Administration Memo re: COMM00529_01_29_2024
(Jim McCarthy letter to request an update codified sign ordinances)
- COMM00540_02_26_2024 Newburyport-MBTA-Communities-Storey-Ave-Slides (COTW)

Public Works & Safety

In Committee:

- APPT00485 04 08 2024 Wilfred "Paul" Suozzo, Jr. 7 Hunter Dr. Newburyport Water/Sewer Commission 2/1/25
- APPT00486 04 08 2024 Police Marshal Screening Committee (COTW)
- ODNC00168 04 08 2024 HP Spaces
- ORDR00559 04 08 2024 Police Marshal Committee Order (COTW)
- APPT00484_04_08_2024 Thomas Baillie 35 Marlboro St. Newburyport Water/Sewer Commission-Alternate 4/30/26
- COMM00527_01_08_2024 Letter from Philip Cootey
- COMM00533_02_12_2024 Middle Street Plummer Spring Bridge - Proposed next steps
- COMM00538_02_26_2024 Plummer Spring Bridge Memo
- COMM00544_03_11_2024 Email from Laurie O'Donnell re Flooding at 29 Marquand Lane
- ODNC00169_04_08_2024 Amend Municipal Fees Street Permits
- ODNC00170_04_08_2024 Amend Municipal Parking Facilities
- ORDR00449_04_24_2023 Approving Shared Streets Grant, High Street Traffic Calming
- ORDR00549_03_25_2024 Handicapped Space-Auburn St. at High St.

17. GOOD OF THE ORDER

18. EXECUTIVE SESSION:

Pursuant to MGL c. 30A s. 21 (3) there will be an executive session for the purpose of discussing strategy with respect to potential litigation.

Pursuant to MGL c. 30A s. 21 (1) there will be an executive session for the purpose discussing the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual.

19. ADJOURNMENT

LATE FILE ITEMS



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
SEAN R. REARDON, MAYOR

60 PLEASANT STREET - P.O. BOX 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the City Council
From: Sean R. Reardon, Mayor
Date: April 29, 2024
Subject: Re-Appointment

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2024 APR 25 A 8:41

I hereby re-appoint, subject to your approval, the following named individual as a member of the Harbor Commission. This term will expire on June 1, 2027.

Adam Armstrong
5 Buck Street
Newburyport, MA 01950

Adam Armstrong
5 Buck Street
Newburyport, MA 01950

Mr. James Knapp
Newburyport Harbor Commissioner
27 Rear Water St,
Newburyport, MA 01950

Dear Commissioner Knapp,

I am writing this letter regarding my interest in re-appointment to the Newburyport Harbor Commission.

When I first joined the Commission, I had only a small background regarding the responsibilities of the Newburyport Harbor Commission. During my time I have enjoyed learning our city's maritime history and supporting the priorities of the Newburyport Harbor Master. Several the areas I have been involved in over the past seven years include:

- Approving new water sheets, which includes oversight to changes of marinas, private docks, and moorings.
- Providing recommendations to the city and other authorities regarding any new projects associated with the river. Examples include dredging, FNP changes, and CSOs.
- Composing and submitting new city ordinances to city council for approval. Examples include house boats, water way fees, and safety recommendations.
- Acting as Harbor Commission liaison to the 8 Towns and the Great Marsh committee

I have lived in Newburyport for close to 20 years and I am fully dedicated to keeping our waterways safe, clean, and open for the enjoyment of our residents.

Thank you for your consideration,

Adam Armstrong

ADAM P. ARMSTRONG, PMP

617.852.1864 ▪ 5 Buck Street ▪ Newburyport, MA 01950 ▪ aparmstrong@yahoo.com ▪ [LinkedIn](#)

PROFILE

- Information technology and financial services professional offering leadership, management, design thinking, and vision.
- Experienced in corporate Agile implementation and transformation initiatives.
- Proven ability to communicate effectively with clients, team members, and management.
- Experienced manager working with demanding clients in large scale systems implementations.
- Proficient in visualizing organizational direction and process improvement.
- Skilled at supervising professional, technical, and support staff.

PROFESSIONAL EXPERIENCE

LIBERTY MUTUAL, US Retail Markets

Portsmouth, NH 2011 – present

Director, Product Owner

- Lead and manage 8 Agile Product Owners supporting Liberty Mutual, Safeco and Business Lines Billing and Payment functionality.
- Managed program implementation of a shared general ledger system working with business and IT partners in 15 country operations across Europe, Asia, and South America.
- Responsible for hiring, training, and coaching multi-located product owners, scrum masters, analysts and developers working in Agile Scrum and Kanban methodologies.

OLMSTEAD ASSOCIATES, INC

Boston, MA 2004 - 2011

Senior Project Manager, Executive Board Member

Client Assignments for this global securities industry consulting firm include:

Bank of New York Mellon - Fixed Income & Cash Management, Boston MA (2008 – 2011)

Project Manager for a vendor product search and multi-currency accounting systems implementation.

Fidelity Investments – Personal Wealth Investment Technology, Boston MA (2006 – 2008) Systems

Project Manager for an online personal rate of return solution.

Western Asset Management Company, Pasadena CA (2005 – 2006)

Project Lead for historical data conversion project from Citigroup Asset Management.

Atlantic Trust Private Wealth Management, Boston MA (2005 – 2005)

Lead Analyst for corporate consolidation project.

Wells Fargo Advisors – Client Strategy Group, Richmond, VA (2004 - 2005)

Team Lead for the implementation and testing of a daily performance measurement system.

STATE STREET CORPORATION

Boston, MA 1998 - 2004

Senior Project Analyst – Business Project Services

- Managed project deliverables by developing strategy, resolving issues, and prioritizing actions.

THOMSON REUTERS

Boston, MA 1995 - 1998

Implementation Consultant

- Coordinated installation and conversion of new clients, on-site trials, and pre-sale demonstrations.

Performance Analyst

- Provided monthly production of portfolio and composite performance results for clients.

EDUCATION and PROFESSIONAL DEVELOPMENT

- **Bentley University**, Waltham, MA. Master of Science in Computer Information Systems.
- **Loyola University Maryland**, Baltimore, MD. Bachelor of Business Administration, Finance.
- **Merrimack College**, North Andover, MA. Project Management Certificate.

CERTIFICATIONS AND PROFESSIONAL AFFILIATIONS

- Ideo CoLab Corporate Fellowship
- Certified Project Management Professional (PMP)
- Certified Agile Leadership (CAL) Essentials, Team and Organization Certified
- Member, Mass Bay Chapter – Project Management Institute
- Member, National Eagle Scout Association
- City of Newburyport – Harbor Commission



CITY OF NEWBURYPORT FY 2024 TRANSFER/APPROPRIATION REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2024 APR 25 P 2:45

Department: Finance Department

Submitted by: Ethan R. Manning, Director

Date Submitted: 4/29/2024

Transfer From:

Account Name:	<u>LT Debt - Principal</u>	Balance:	<u>\$ 165,000.00</u>
Account Number:	<u>0720009-59100</u>	Category:	<u>\$ 318,973.67</u>
Amount:	<u>\$80,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Available:

A surplus is anticipated at year-end due to the timing of debt issuance this fiscal year.

Transfer From:

Account Name:	<u>LT Debt - Interest</u>	Balance:	<u>\$ 146,973.67</u>
Account Number:	<u>0720009-59150</u>	Category:	<u>\$ 318,973.67</u>
Amount:	<u>\$75,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Available:

A surplus is anticipated at year-end due to the timing of debt issuance this fiscal year.

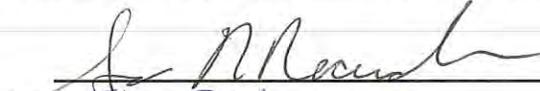
Transfer To:

Account Name:	<u>Health Insurance Premiums</u>	Balance:	<u>\$ 1,511,014.69</u>
Account Number:	<u>01914001-51700</u>	Category:	<u>\$ 1,679,887.62</u>
Amount:	<u>\$155,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Needed:

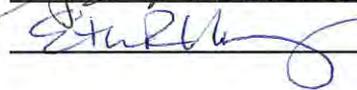
This account was underbudgeted for FY'24 due changes in plan enrollment and subscribers. Additional funds are needed to pay June 2024 health insurance premiums for city and school employees.

Sean R. Reardon, Mayor:



Date: 4/25/2024

Ethan R. Manning, Auditor:



Date: 4/25/2024

City Council Action:

CONSENT AGENDA

CITY COUNCIL MEETING

MINUTES

April 8, 2024 7:00 pm

City Council Chambers, City Hall

60 Pleasant Street, Newburyport

Zoom details for City Council Meeting:

<https://us02web.zoom.us/j/81299990548>

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Webinar ID: 812 9999 0548

1. **MOMENT OF SILENCE** Remembering Frank Syvinski, Mary Larnard
2. **PLEDGE OF ALLEGIANCE**
3. **CALL TO ORDER** 7:00pm the City Clerk called the roll; the following City Councillors answered present: Wright, Zeid, Donahue, Granas, Harman, Lane, McCauley, and Cameron. 9 present, 2 Absent (Shand, Khan).
4. **LATE FILE**
 - TRAN00188_04_08_2024 Mayor's Office: ARPA State & Local Fiscal Recovery Funds \$964,675.13 to Phillips Drive Project \$700,000 , Marquand Lane Study \$120,000 , and Streets and Sidewalks \$144,675.13
 - TRAN00189_04_08_2024 Mayor's Office: General Fund Free Cash \$25,852.84 to Fire Injured-on-Duty \$25,852.84
 - APPT00486_04_08_2024 Police Marshal Screening Committee
 - ORDR00559_04_08_2024 Police Marshal Committee Order

Motion to waive the rules and accept the late files referring TRAN00188 and TRAN00189 to B&F/COTW and APPT00486 and ORDR00559 to PW&S/COTW by Councillor Zeid, seconded by Councillor Wright. Roll call vote, 9 yes, 2 absent, motion passes.
Councillor Shand present (remote) at 7:05pm
5. **PUBLIC COMMENT**
Walt Thompson 100 State St.
Ann Wolkovich 31 Longfellow Dr.
6. **MAYOR'S COMMENT**

CONSENT AGENDA

NOTE: ALL ITEMS LISTED UNDER CONSENT AGENDA WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

7. **APPROVAL OF MINUTES**
March 25, 2024 (Approve)
8. **COMMUNICATIONS**
 - APPL00193_04_08_2024 Ride to End ALZ Saturday, June 1st 8-11am (L&P)
 - APPL00194_04_08_2024 Pride Parade Saturday, June 1st 11am-4pm Barlett Mall up Brown Square (L&P)
 - APPL00195_04_08_2024 Olive's Maker's Market Saturday, July 20th 9am-1pm High St. (L&P)
 - APPL00196_04_08_2024 Block Party Howard St. between Forrester St. & Chapel St. (L&P)
Tuesday, June 18th (last day of school) 10am-6pm
 - APPL00197_04_08_2024 Lions Yankee Homecoming 10M & 5K Tuesday, July 30th 6-8:30pm (L&P)
 - APPL00198_04_08_2024 Lions Bed Race Thursday, August 1st 5-8pm (L&P)
9. **TRANSFERS**

10. APPOINTMENTS

APPT00483_04_08_2024	Kevin Hunt	14 Tenth St. Newbury	Veterans Agent for Newburyport	5/1/2025	(CS)
APPT00484_04_08_2024	Thomas Baillie	35 Marlboro St. Newburyport	Water/Sewer Commission-Alternate	4/30/26	(PW&S)
APPT00485_04_08_2024	Wilfred “Paul” Suozzo, Jr.	7 Hunter Dr. Newburyport	Water/Sewer Commission	2/1/25	(PW&S)

ALL ITEMS NOTED BELOW ARE REMOVED FROM THEIR RESPECTIVE COMMITTEES WITH THE MOTION TO APPROVE THE CONSENT AGENDA

BUDGET & FINANCE

- ORDR00545_03_11_2024 School Security Upgrades Lease Order \$731,343.00 (COTW)
Amended in committee
- ORDR00546_03_11_2024 Harbormaster Dept. Season Dock Permit Fee
- ORDR00547_03_25_2024 Gift Acceptance \$4500 City Improvement Society
- ORDR00548_03_25_2024 Gift Acceptance \$5,181.60 City Improvement Society
- ORDR00550_03_25_2024 Gift Acceptance \$800 Port Parks Alliance to DPS-Parks Division
- TRAN00186_03_25_2024 Harbormaster: Harbormaster Retained Earnings \$25,000 to
Harbormaster Equipment \$25,000
- TRAN00187_03_25_2024 Police: Police MIS/Communications \$6,500 to HR Assessment Center \$6,500

GENERAL GOVERNMENT

- ORDR00544_03_11_2024 Ward 1P Polling Location Change

LICENSES & PERMITS

- APPL00186_03_11_2024 Love Local Newburyport - Runway for Recovery 5/9/2024 3-9pm Inn Street
- APPL00190_03_25_2024 Chamber of Commerce Spring Fest Saturday, May 25th & Sunday, 26th
10am-4pm Waterfront Park
- APPL00191_03_25_2024 Chamber of Commerce Car Show Thursday, August 8th 5pm-8pm
State St., Inn St., Pleasant St., Unicorn St.
- APPL00192_03_25_2024 Chamber of Commerce Fall Fest 1 Saturday, October 12th & Sunday, October 13th
10am-4pm Waterfront Park

PLANNING & DEVELOPMENT

- APPT00482_03_25_2024 Barbara Riley 12 Riverview Dr. Conservation Commission 5/1/2027
- ODNC00166_03_11_2024 Amend Ch 5-65 Specialized Energy Code (COTW)
- COMM00535_02_12_2024 Development Agreements Documents re:
Zoning Amendment Global R3 Multi-Family

PUBLIC WORKS & SAFETY

- COMM00546_03_25_2024 Extended Employee Parking in Green St. Lot
- ORDR00549_03_25_2024 Handicapped Space-Auburn St. at High St.

END OF CONSENT AGENDA

Motion to collectively approve the Consent Agenda and receive and file the Mayor’s update by Councillor Zeid, seconded by Councillor Preston. Roll call vote, 10 yes, 1 absent, motion passes.

REGULAR AGENDA

9. MAYOR’S UPDATE

10. FIRST READING APPOINTMENTS

11. COMMUNICATIONS

- COMM00547_04_08_2024 Retirement Board FY2025 Retiree COLA Vote
- COMM00548_04_08_2024 FY25 Budget Process

Motion to collectively receive and file by Councillor Zeid, seconded by Councillor Preston. Roll call vote, 10 yes, 1 no, motion passes.

12. TRANSFERS

13. SECOND READING APPOINTMENTS

14. ORDERS

- ORDR00551_04_08_2024 Gift Acceptance Pioneer League Fencing \$13,400
- ORDR00552_04_08_2024 Gift Acceptance FNCOA \$6,316
- ORDR00553_04_08_2024 Refunding Bonds
- ORDR00554_04_08_2024 Senior Work-Off Program Increase Maximum Assistance Amount to \$2000
- ORDR00555_04_08_2024 Consolidation of Functions: School Committee with the City M.G.L. c.71, §37M
- ORDR00556_04_08_2024 FY21 Perkins Park Project Amendment
- ORDR00557_04_08_2024 FY25 CPC Recommendations
- ORDR00558_04_08_2024 Bartlet Mall Loan Order

Motion to collectively refer ORDR00551, ORDR00552, ORDR00553 to Budget & Finance, and ORDR00554, ORDR00555, ORDR00556, ORDR00557, ORDR00558 to Budget & Finance and COTW by Councillor Zeid, seconded by Councillor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.

15. ORDINANCES

- ODNC00167_04_08_2024 Residential Seasonal Dock Fee

Motion to continue to a date certain, April 29, 2024, by Councillor Zeid, seconded by Councillor Zeid, seconded by Councillor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.

- ODNC00168_04_08_2024 HP Spaces
- ODNC00169_04_08_2024 Amend Municipal Fees Street Permits
- ODNC00170_04_08_2024 Amend Municipal Parking Facilities

Motion to refer to Public Works & Safety by Councillor McCauley, seconded by Councillor Preston. Roll call vote, 10 yes, 1 absent, motion passes.

16. COMMITTEE ITEMS

Budget & Finance

In Committee:

- **ORDR00545 03 11 2024 School Security Upgrades Lease Order \$731,343.00 (COTW)**

Amended in committee

Motion to approve as amended in committee by Councillor Zeid, seconded by Councillor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.

- **ORDR00546 03 11 2024 Harbormaster Dept. Season Dock Permit Fee**

Motion to receive and file by Councillor Zeid, seconded by Councillor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.

- **ORDR00547 03 25 2024 Gift Acceptance \$4500 City Improvement Society**

- **ORDR00548 03 25 2024 Gift Acceptance \$5,181.60 City Improvement Society Amended in committee**

Motion to collectively approve ORDR00547 and amended order ORDR00548 to include the language “Gift is accepted on the condition that the donor shall coordinate with the Department of Public Services and Newburyport Police Department for any necessary Police Details and to pay for said details directly” by Councillor Zeid, seconded by Councillor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.

- **ORDR00550 03 25 2024 Gift Acceptance \$800 Port Parks Alliance to DPS-Parks Division**

- **TRAN00186 03 25 2024 Harbormaster: Harbormaster Retained Earnings \$25,000 to**

Harbormaster Equipment \$25,000

- **TRAN00187 03 25 2024** **Police: Police MIS/Communications \$6,500 to HR Assessment Center \$6,500**
Motion to collectively approve ORDR00550, TRAN00186, and TRAN00189 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.
- TRAN00185_03_11_2024 Mayor: ARPA State & Local Fiscal Recovery Funds \$282,653.87 & Joppa Park Walkway \$30,487.91 to Lower Atkinson Common Improvements \$313,141.78 (COTW)

Community Services

In Committee:

- APPT00479_03_11_2024 Karen M. Cullinane 88 Federal St. Library Board of Directors 4/15/2031
Newburyport
- COMM00525_01_08_2024 Letter from Joe Morgan re: Frog Pond Restoration Project
- ORDR00474_07_10_2023 Plan Approval Bartlet Mall Improvement Project (COTW)
- ORDR00537_02_12_2024 Youth and Recreation Center Design Approval (COTW)
- COMM00541_02_26_2024 Kim Turner letter including supporting documents COTW)

General Government

In Committee:

- **ORDR00544 03 11 2024** **Ward 1P Polling Location Change**
Motion to receive and file by Councillor Cameron, seconded by Councillor Zeid. Roll call vote, 10 yes, 1 absent, motion passes.
- ORDR00527_01_08_2024 Council Rules 2024

Licenses & Permits

In Committee:

- **APPL00186 03 11 2024** **Love Local Newburyport - Runway for Recovery 5/9/2024 3-9pm Inn Street**
Motion to approve by Councillor Wright, seconded by Councillor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.
- **APPL00190 03 25 2024** **Chamber of Commerce Spring Fest Saturday, May 25th & Sunday, 26th
10am-4pm Waterfront Park**
Motion to collectively approve APPL00190 and APPL00192 by Councillor Wright, seconded by Councillor Lane. Roll call vote, 10 yes, 1 absent, motion passes.
- **APPL00191 03 25 2024** **Chamber of Commerce Car Show Thursday, August 8th 5pm-8pm
State St., Inn St., Pleasant St., Unicorn St.**
Motion to approve by Councillor Wright, seconded by Councillor Lane. Roll call vote, 10 yes, 1 absent, motion passes.
- **APPL00192 03 25 2024** **Chamber of Commerce Fall Fest Sat., October 12th & Sun., October 13th
10am-4pm Waterfront Park**
Motion to collectively approve APPL00190 and APPL00192 by Councillor Wright, seconded by Councillor Lane. Roll call vote, 10 yes, 1 absent, motion passes.
- APPL00189_03_25_2024 Flag Day 5K Saturday, June 15th 12pm-8pm Cashman Park

Planning & Development

In Committee:

- **APPT00482 03 25 2024** **Barbara Riley 12 Riverview Dr. Conservation Commission 5/1/2027**
Motion to approve by Councillor Shand, seconded by Councillor Wright. Roll call vote, 10 yes, 1 absent, motion passes.
- **ODNC00166 03 11 2024** **Amend Ch 5-65 Specialized Energy Code (COTW)**
Motion to approve by Councillor Shand, seconded by Councillor Preston. Motion to move to a date certain, April 29, 2024 by Councillor McCauley, seconded by Councillor Harman. Roll call vote, 10 yes, 1 absent, motion passes.
- **COMM00535 02 12 2024** **Development Agreements Documents re:
Zoning Amendment Global R3 Multi-Family**
Motion to receive and file by Councillor Shand, seconded by Councillor Preston. Roll call vote, 10 yes, 1 absent, motion passes.
- COMM00529_01_29-2024 Letter from Jim McCarthy re: Request to update codified sign ordinances

- COMM00530_01_29_2024 Update Regarding Zoning Studies & Amendments (COTW)
Related to Storey Ave & “MBTA Communities”(COTW)
- COMM00534_02_12_2024 Administration Memo re: COMM00529_01_29_2024
(Jim McCarthy letter to request an update codified sign ordinances)
- COMM00540_02_26_2024 Newburyport-MBTA-Communities-Storey-Ave-Slides (COTW)

Public Works & Safety

In Committee:

- **COMM00546_03_25_2024** **Extended Employee Parking in Green St. Lot**

Motion to receive and file by Councillor McCauley, seconded by Councillor Preston. Roll call vote, 10 yes, 1 absent, motion passes.

- **ORDR00549_03_25_2024** **Handicapped Space-Auburn St. at High St.**

Motion to approve by Councillor McCauley, seconded by Councillor Granas. Roll call vote, 10 yes, 1 absent, motion passes.

- COMM00533_02_12_2024 Middle Street Plummer Spring Bridge - Proposed next steps
- COMM00527_01_08_2024 Letter from Philip Cootey
- COMM00538_02_26_2024 Plummer Spring Bridge Memo
- COMM00544_03_11_2024 Email from Laurie O'Donnell re Flooding at 29 Marquand Lane
- ORDR00449_04_24_2023 Approving Shared Streets Grant, High Street Traffic Calming
- ORDR00549_03_25_2024 Handicapped Space-Auburn St. at High St.

17. GOOD OF THE ORDER

18. ADJOURNMENT

Motion to adjourn at 8:16 pm by Councillor Zeid, seconded by Councillor Preston. Roll call vote, 10 yes, 1 absent, motion passes.

COMMUNICATIONS

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)**NAME OF EVENT:** 10th Annual Harborside Half Marathon & 5KDate: Sunday, November 10th, 2024 Time: from 9:00 AM to 1:30 PMRain Date: N/A Time: from N/A to N/A2. Location*: Start Line: Industrial Park (40 Parker Street) Finish Line: Cashman Park

*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: As per locations above Public Private 4. Name of Organizer: Ventures Endurance City Sponsored Event: Yes No Contact Person Erik BoucherAddress: 51 Dynamic Drive, Unit #3, Scarborough, ME 04074 Telephone: 207-210-8655E-Mail: eboucher@venturesendurance.com Cell Phone: 207-210-8655Day of Event Contact & Phone: Erik Boucher - 207-210-86555. Number of Attendees Expected: 2,0006. MA Tax Number: N/A7. Is the Event Being Advertised? Yes Where? Online social media (facebook, instgram, etc.)8. What Age Group is the Event Targeted to? 15-759. Have You Notified Neighborhood Groups or Abutters? Yes No Who? Notice signs will be posted on the route and all establishments on course will be sent a notice mailer prior to event day.**ACTIVITIES:** (Please check where applicable.) Subject to Licenses & Permits from Relevant City DepartmentsA. Vending*: Food Beverages Alcohol Goods Total # of Vendors TBD

*If checked, signature from Health Director required (Page 3)

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music DJ Radio/CD Performers Dancing Amplified Sound ^{On-Site} Announcer Stage C. Games /Rides: Adult Rides Kiddie Rides Games Raffle Other Total # Name of Carnival Operator: Address: Telephone:

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes No

If yes:

a) How many trash receptacles will you be providing? 15 managed by our staff and volunteers

b) How many recycling receptacles will you be providing? 6 managed by our staff and volunteers

c) Will you be contracting for disposal of : **Trash** Yes No **Recycling** Yes No

i. If yes, size of dumpster(s) : **Trash** 20 yard **Recycling** _____

ii. Name of disposal company: **Trash** Meadows Disposal Co **Recycling** Meadows Disposal Co

iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes N/A No N/A

iv. If no, where will the trash & recycling be disposed ? N/A

If no:

a) # of trash container(s) to be provided by DPS _____

b) # of recycling container(s) to be provided by Recycling Office _____

c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City

of Newburyport. E. Portable Toilets: (Each cluster of portable toilets must include at least

one ADA accessible toilet)

35 Standard # 3 ADA accessible

Name of company providing the portable toilets: United Site Services

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE _____

WALKATHON _____

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

Ventures Endurance

2. Name, Address & Daytime Phone Number of Organizer: _____

Erik Boucher

51 Dynamic Drive, Unit #3, Scarborough, ME 04074

Phone: 207-210-8655

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up _____

Erik Boucher - 207-210-8655

51 Dynamic Drive, Unit #3, Scarborough, ME 04074

4. Date of Event: Sunday, November 10th, 2024 Expected Number of Participants: 2,000

5. Start Time: 9:00 AM Half Marathon, 9:15 5K Expected End Time: 1:30 PM

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): 2 Distances - Half Marathon & 5K

Roads utilized are Parker Street, Muliken Way, Malcolm Hoyt Drive, Scotland Road, Indian Hill St Middle Street, Chase Street, Rogers Street, Turkey Hill Road, Opportunity Way, and Perkins Way. Clipper City Rail Trail will also be used.

7. Locations of Water Stops (if any): Mile 2.1, Mile 4.4, Mile 6.2, Mile 8.7, and Mile 11.8

8. Will Detours for Motor Vehicles Be Required? Y If so, where? Parker St & Muliken Way

9. Formation Location & Time for Participants: 7:45 AM - 9:00 AM at 40 Parker Street (Start Area)

10. Dismissal Location & Time for Participants: 9:30 AM - 1:00 PM at Cashman Park (Finish Area)

11. Additional Parade Information:

• Number of Floats: _____

• Locations of Viewing Stations: _____

• Are Weapons Being Carried: Yes _____ No _____

• Are Marshalls Being Assigned to Keep Parade Moving: Yes _____ No _____

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF Barry Salt 0 Greenleaf St.

DEPUTY DIRECTOR [Signature] 10 P. Perry Way CITY CLERK _____ 60 Pleasant St.

HEALTH DIRECTOR [Signature] 60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)

DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

Date: _____ Signature _____

Required

___ 1. Special Events: _____

___ 2. Police: _____
 Is Police Detail Required: _____ # of Details Assigned: _____

___ 3. Traffic, Parking & Transportation: _____

___ 4. ISD/Health: _____

___ 5. Recycling: _____

___ 6. ISD/Building: _____

___ 7. Electrical: _____

___ 8. Fire: _____
 Is Fire Detail Required: _____ # of Details Assigned: _____

___ 9. Public Works: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*
 Yes: \$_____ due on _____ No Fee for Special Events applies
 Other requirements/instructions per DPS _____

___ 10. Parks Department: _____

___ 11. License Commission _____

The departments listed above have their own application process. Applicants are responsible for applying for and obtaining all required permits & certificates from the various individual departments

Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbormasters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.

Signed: 

Date: 4/2/2024



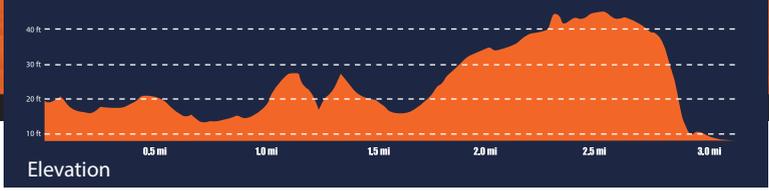
1 Distance

--- Course

S Start

F Finish

💧 Water

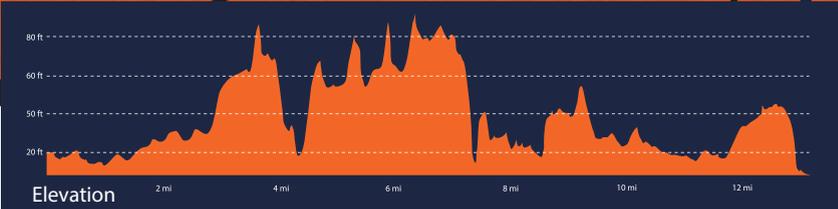


2024 5K





- 1** Distance
- Course
- S** Start
- F** Finish
- Water



2024 Half Marathon





VOLUNTEER & PARTICIPANT PARKING

PORTABLE TOILETS

MEDICAL

FINISH

REGISTRATION

5K & HALF MARATHON FINISH

GEAR CHECK

**POST-RACE BEER GARDEN & FOOD
40' X 80' TENT**

STAFF PARKING





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/01/2024

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Ventures Endurance Events, LLC 6129 Airways Blvd, STE 1 Chattanooga TN 37421 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest National Insurance Co		10120
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570104157881 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SI8GL01746241	02/25/2024	02/25/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			SI8EX01516241	02/25/2024	02/25/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570104157881

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE:Harborside Half Marathon & 5k.
City of Newburyport is included as Additional Insured in accordance with the policy provisions of the General Liability policy.
CERTIFICATE HOLDER**CANCELLATION**

City of Newburyport PO Box 550 Newburyport MA 01950 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)

NAME OF EVENT: Tri-State Trek

Date: Saturday, June 22nd 2024 Time: from 10:30 AM to 2:30 PM

Rain Date: N/A Time: from _____ to _____

2. Location*: Riding on the Roads of Newburyport- Attached isa Cue Sheet and Map

*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Riding on the Roads of Newburyport Public Private _____

4. Name of Organizer: ALS Therapy Development Institute City Sponsored Event: Yes _____ No

Contact Person

Address: 480 Arsenal St STE 201, Watertown, MA 02472 Telephone: 617-441-7286

E-Mail: ksweeney@als.net Cell Phone: 631-379-6927

Day of Event Contact & Phone: Kevin Sweeney- 631-379-6927

5. Number of Attendees Expected: 250

6. MA Tax Number: 04-3462719

7. Is the Event Being Advertised? Yes _____ Where? Facebook, Local Calendars, Social Media

8. What Age Group is the Event Targeted to? 18-80

9. Have You Notified Neighborhood Groups or Abutters? Yes _____ No Who? _____

RECEIVED
POLICE'S OFFICE
NEWBURYPORT, MA
2024 APR 22 AM 11:2

ACTIVITIES: (Please check where applicable.) Subject to Licenses & Permits from Relevant City Departments

A. Vending*: Food _____ Beverages _____ Alcohol _____ Goods _____ Total # of Vendors _____

*If checked, signature from Health Director required (Page 3)

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music _____ DJ _____ Radio/CD _____

Performers _____ Dancing _____ Amplified Sound _____ Stage _____

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____

Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes _____ No _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE X _____

WALKATHON _____

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:
ALS Therapy Development Institute

2. Name, Address & Daytime Phone Number of Organizer: ALS Therapy Development Institute , 480 Arsenal St
STE201, Watertown, MA 02472 - 617-441-7205

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up _____
ALS Therapy Development Institute , 480 Arsenal St
STE201, Watertown, MA 02472 - 617-441-7205

4. Date of Event: Saturday, June 22nd 2024 Expected Number of Participants: 250

5. Start Time: 9:30 AM Expected End Time: 1:30 PM

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): Attached is Cue Sheet and Map
Riders will come through intermittently during the times listed above.

7. Locations of Water Stops (if any): N/A

8. Will Detours for Motor Vehicles Be Required? No If so, where? _____

9. Formation Location & Time for Participants: N/A

10. Dismissal Location & Time for Participants: N/A

11. Additional Parade Information:

- Number of Floats: _____
- Locations of Viewing Stations: _____
- Are Weapons Being Carried: Yes _____ No _____
- Are Marshalls Being Assigned to Keep Parade Moving: Yes _____ No _____

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 0 Greenleaf St.
 DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.
 HEALTH DIRECTOR _____ 60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)

DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

<i>Approval Required</i>	Date: _____	Signature _____
___	1. Special Events:	_____
___	2. Police:	_____
	Is Police Detail Required:	_____ # of Details Assigned: _____
___	3. Traffic, Parking & Transportation:	_____
___	4. ISD/Health:	_____
___	5. Recycling:	_____
___	6. ISD/Building:	_____
___	7. Electrical:	_____
___	8. Fire:	_____
	Is Fire Detail Required:	_____ # of Details Assigned: _____
___	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	Yes: \$_____ due on _____	No Fee for Special Events applies
	Other requirements/instructions per DPS _____	_____
___	10. Parks Department:	_____
___	11. License Commission	_____

**The departments listed above have their own application process.
Applicants are responsible for applying for and obtaining all required
permits & certificates from the various individual departments**

Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.

Signed: Kevin Sweeney

Date: 1/5/2024



Town	Direction	Street Name	Police Detail	Notes	Cum. Miles
Durham, NH	Straight	Continue Straight on College Rd			0
Durham, NH	Right	Turn Right onto Main Street			0.3
Durham, NH	Straight	Continue onto Main Street			0.6
Durham, NH	Slight Right	Keep right onto NH 108			1
Durham, NH	Left	Turn left onto Durham Point Road			1.6
Durham, NH	Slight Right	Keep right onto Durham Point Road			3.6
Newmarket, NH	Left	Turn left onto North Main Street, NH 108			9.2
Newmarket, NH	Right	Keep right onto Main Street, NH 152			9.6
Newmarket, NH	Right	Turn right onto Packers Falls Road			9.8
Durham, NH	Continue Straight	Continue Straight on Packers Falls Road			10.7
Durham, NH	Left	Turn left onto Wiswall Road			12.2
Lee, NH	Continue Straight	Continue Straight on Wiswall Road			13.2
Lee, NH	Turn Left	Turn left onto Little Hook Road			13.5
Lee, NH	Turn Left	Turn left onto Lee Hook Road			14.5
Durham, NH	Continue Straight	Continue Straight onto Lee Hook Road			14.5
Newmarket, NH	Continue Straight	Continue Straight onto Lee Hook Road			15.2
Newmarket, NH	Turn Left	Turn Left onto Wadleigh Falls Rd			15.3
REST STOP 1		Folletts Brooke Parking Area - Wadleigh Falls Road, Newmarket, NH			15.7
Newmarket, NH	Turn Left	Turn left back onto Wadleigh Falls Rd			15.8
Newmarket, NH	Turn Right	Turn sharp right onto Grant Road			16.6
Newmarket, NH	Turn Left	Turn sharp left onto Ash Swamp Road			17.7
Newmarket, NH	Turn Right	Turn right onto Exeter Road, NH 108			19.9
Newfields, NH	Continue Straight	Continue Straight onto Exeter Road, NH 108			20.2
Newfields, NH	Turn right	Turn slight right onto Main Street, NH 85			20.7
Exeter, NH	Continue Straight	Continue Straight onto Main Street, NH 85			22.5
Exeter, NH	Left	Turn left onto Water Street, NH 27			25.6
Exeter, NH	Slight Left	Turn slight left onto High Street, NH 108, NH 111, NH 27			25.8
Exeter, NH	Straight	Continue onto High Street, NH 27, NH 111			25.9
Exeter, NH	Slight Right	Keep right onto Drinkwater Road			26.7
Exeter, NH	Slight Right	Turn slight right onto Drinkwater Road			26.7
Kensington. NH	Slight Left	Keep left onto Drinkwater Road			29
Kensington. NH	Straight	Continue onto Wild Pasture Road			29.8
Amesbury,MA	Straight	Straight onto Amesbury Road, NH 150			31.2
Amesbury,MA	Left	Turn left onto Fern Avenue			34.5
REST STOP 2		Cider Hill Farm- 45 Fern Ave, Amesbury, MA 01913			34.6
Amesbury,MA	Left	Turn Left out of Cider Hill Farm back onto Fern Ave			34.6
Amesbury,MA	Right	Keep right onto Fern Avenue			35.3
Amesbury,MA	Right	Turn slight right onto Congress Street			35.4
Amesbury,MA	Left	Turn left onto Elm Street			36.4
Amesbury,MA	Straight	Turn right onto Main Street			38.2

Amesbury,MA	Turn Left	Turn sharp left onto Merrimac Street			38.8
Amesbury,MA	Slight Left	Keep left onto Pleasant Valley Road			39.2
Merrimac,MA	Slight Right	Keep right onto Skunk Road			41.9
Merrimac,MA	Sharp Left	Turn sharp left onto Middle Road			42.2
Merrimac,MA	Straight	Continue onto River Road			42.6
Merrimac,MA	Bare Left	Keep Left on River Road			43.9
Haverhill, MA	Continue Straight	Continue onto River Road			44.3
West Newbury,MA	Left	Turn left onto East Main Street			43.7
West Newbury,MA	Turn Left	Turn left onto River Road			44.7
West Newbury,MA	Turn right	Keep right onto Coffin Street			46.9
West Newbury,MA	Left	Turn left onto Main Street, MA 113			47.8
Newburyport, MA	Continue Straight	Continue straight on Main Street/ Storey Avenue			49.9
Newburyport, MA	Turn Right	Turn right into Turkey Hill Road			50.3
Newburyport, MA	Bare Right	Bare Right to stay on Turkey Hill Road			51.2
West Newbury,MA	Continue Straight	Continue Straight on Turkey Hill Road			51.7
West Newbury,MA	Turn right	Turn right onto South Street			53.2
Newbury, MA	Turn Left	Turn Left onto Main Street			54
Georgetown, MA	Continue Straight	Continue Straight on Main Street			56
Georgetown, MA	Turn right	Turn right onto Thurlow Street			56.9
Groveland,MA	Continue Straight	Continue Straight on Byfield Rd			58.1
Groveland,MA	Continue Straight	Continue onto Seven Star Road			58.6
Groveland,MA	Turn Left	Turn left onto Bare Hill Road			58.6
Groveland, MA	Continue Straight	Continue Straight on Rollins St			59.7
Groveland, MA	Bear Left	Bear Left on Garrison St			60.4
Groveland,MA	Turn Right	Turn right onto King Street			60.8
Groveland,MA	Turn Right	Turn Right onto Main St, MA 113			61
REST STOP 3		Pines Recreation Area- 222 Main St, Groveland, MA 01834			61.4
Groveland,MA	Turn Right	Turn right onto Main Street, MA 113			61.4
Groveland,MA	Slight Right	Turn slight right onto Bates Bridge, MA 97, MA 113			61.8
Haverhill, MA	Right	Turn right onto Orchard Avenue			62.1
Haverhill, MA	Left	Turn left onto Old Ferry Road			62.1
Haverhill, MA	Right	Turn sharp right onto East Broadway			62.6
Haverhill, MA	Left	Keep left onto Millvale Road			63.8
Haverhill, MA	Continue Straight	Continue onto Millvale Road			64.2
Haverhill, MA	Turn Right	Turn slight right onto Middle Road			64.5
Haverhill, MA	Turn Right	Turn right onto Corliss Hill Road			66.4
Plaistow, NH	Turn Right	Turn slight right onto Newton Road, MA 108			67.5
Plaistow, NH	Straight	Continue Straight on South Main St, MA 108			68.3
Newton,NH	Straight	Continue Straight on South Main St, MA 108			68.3
Newton,NH	Straight	Straight onto Maple Avenue			71.7
South Hampton,NH	Straight	Continue Straight on Chase Rd			72.5

East Kingston, NH	Straight	Continue Straight on South Rd			74.1
REST STOP 4		East Kingston Elementary School-5 Andrews Ln, East Kingston, NH 03827			75.8
East Kingston, NH	Straight	Continue Straight on North St			75.8
East Kingston, NH	Left	Turn left onto Giles Road			77.8
East Kingston, NH	Slight Right	Keep right onto Joslin Road			78.5
Exeter, NH	Straight	Continue Straight on John West Rd			79
Exeter, NH	Slight Left	Turn slight left onto Kingston Road, NH 111			79.4
Exeter, NH	Right	Turn right onto Cross Road			79.7
Brentwood, NH	Left	Turn left onto Pickpocket Road			80.3
Brentwood, NH	Slight Left	Turn slight left onto Middle Road, NH 111A			82
Brentwood, NH	Right	Turn right onto Pine Road			82.1
Brentwood, NH	Left	Turn left onto Exeter Road, NH 27			83.6
Exeter, NH	Straight	Continue Straight on Exeter Road, NH 27			83.7
Epping, NH	Straight	Continue Straight on Exeter Road, NH 27			83.8
Epping, NH	Right	Turn right onto Mast Road			85.9
Newfields, NH	Straight	Continue Straight onto Mast Road			87.4
Newfields, NH	Right	Turn right onto Piscassic Road, NH 87			88
Newfields, NH	Left	Turn left onto Bald Hill Road			88.4
Newmarket, NH	Straight	Continue Straight on Bald Hill Road			89.2
Newmarket, NH	Left	Keep left onto Bald Hill Road			90.1
Newmarket, NH	Left	Turn slight left onto Grant Road			90.1
Newmarket, NH	Right	Turn right onto Camp Lee Road			90.3
Epping, NH	Continue Straight	Continue Straight onto Camp Lee Road			90.5
Lee, NH	Continue Straight	Continue Straight onto Camp Ground Road			91.3
Lee, NH	Left	Turn left onto Wadleigh Falls Road, NH 152			92.5
Lee, NH	Right	Turn sharp right onto Tuttle Road			92.5
Lee, NH	Right	Turn right onto North River Road, NH 155			94.3
REST STOP 5		Little River Park- 39 North River Rd, Lee, NH 03861			94.5
Lee, NH	Left	Keep right onto Mast Road, NH 155			94.5
Lee, NH	Straight	Keep right onto Wednesday Hill Road			94.9
Durham, NH	Straight	Continue Straight on Wednesday Hill Road			97
Durham, NH	Left	Keep left onto Packers Falls Road			97.6
Durham, NH	Left	Turn left onto Packers Falls Road			97.6
Durham, NH	Right	Turn sharp right onto Mill Road			98.3
Durham, NH	Left	Turn left onto McDaniel Drive			100.3



CITY OF NEWBURYPORT
OFFICE OF PLANNING AND DEVELOPMENT
 60 PLEASANT STREET • P.O. BOX 550
 NEWBURYPORT, MA 01950
 (978) 465-4400

MEMORANDUM

TO: **Newburyport City Council**

FROM: **Andrew R. Port, Director of Planning & Development**

CC: **Sean R. Reardon, Mayor**

RE: **District Mapping Options to Address Total Unit Capacity Required under “MBTA Communities”**

DATE: **April 17, 2024** *(updated to April 19, 2024)*

Update on Unit Capacity Calculations

Thank you to all Councilors who attended the April 16, 2024 Planning & Development (P&D) / Committee of the Whole (COTW) meeting. Our meeting was cut short due to overlap with a B&F meeting, but during this half hour we reviewed **the attached Unit Capacity Analysis representing the options Newburyport has to address total unit capacity requirements under “MBTA Communities” guidelines** issued by the Executive Office of Housing and Livable Communities (EOHLC). This table, and the corresponding maps in alphabetical order, are based on the preferred district mapping options contemplated at this time by the Zoning Advisory Group (ZAG), Planning Board (PB), and Council (through P&D/COTW), collectively. Please note that this most recent analysis and map set does not include any options in the Storey Ave/Low Street area as there appears to be little, if any, interest in satisfying “MBTA Communities” in this location. *(As a reminder, we also have another year to utilize the grant we obtained for study of new “village center” zoning in the Storey Ave/Low Street area.)*

I’ve also attached hereto the list of criteria we’ve discussed for the purposes of evaluating the relative pros and cons of each option. Individuals may rank/prioritize some of the criteria/goals differently, but the listed considerations may help to “inform” our selected option(s). Conversely, we should be able to articulate the rationale behind our final selection(s).

Since our 40R District provides much of the total “Unit Capacity” required by the state, each column in the table depicts the total buildout for each subarea *(see corresponding maps to see which parcels are included)*, and any difference we still need to make up after combining that option with the existing 40R District. In some cases, the bottom row will indicate that a given scenario “Exceeds” the minimum state requirement *(with the excess Unit Capacity so indicated)*, while others indicate a remaining “Gap” that still needs to be filled through some other option *(with the gap in Unit Capacity so indicated)*. As noted by the highlighted cells *(a few color-coded boxes)* we can “mix and match” with these district mapping options to reach the total minimum Unit Capacity required by the state. At this time, we are using the lower *(more conservative)* unit capacity numbers

as a “best practice” to leave some buffer for negotiating the final unit capacity during formal review by EOHL. We anticipate further clarification from EOHL along this spectrum during our follow-up consultation next week. In turn, this will help us to be more precise with the estimated unit capacities, rather than relying upon the potential “range” that EOHL could interpret/apply here under MBTA Communities Guidelines and the requisite “compliance modeling.”

Advisory Guidance & Recommendations

Director of Planning & Development

In my view expanding the 40R District down Parker Street makes the most sense overall, but that debate is still open amongst the collective. I am not wedded to a particular district mapping option for Parker Street (*listed as options A through G in the spreadsheet*) and defer to any preference the Council may have along these lines. For example, each of the individual cells outlined with RED boxes indicates a Parker Street option which would in itself satisfy the remaining balance of unit capacity required by MBTA Communities, beyond that credit obtained from our existing 40R District.

My recommendation here is in the larger context of our other available options, collective input received to date on local preferences, and the various constraints we need to follow under MBTA Communities guidelines. While some may view new additional housing along Parker Street as a threat to existing industrial uses or tax base, I view it conversely – i.e. that housing in close proximity to both transit and a major employment center (*the larger business park – see attached map for scale and perspective*) will be mutually beneficial in the years/decades to come. Employers and employees will increasingly be looking for this adjacency. Added to my preference for the Parker Street option, expanding our existing 40R District (*in lieu of a new “Enpro” MBTA zoning district*), are the following considerations:

- I. Continuity of regulatory framework and consistency/reliability of state review and approval (*building off the existing 40R zoning*).
- II. Maintaining the 25% affordable housing threshold in the 40R District, and elsewhere as desired by the City. (*EOHL Guidelines for MBTA Communities reduces this to 10%, possibly as high as 15% based on a pending Economic Feasibility Analysis or EFA, but in no case higher than 20% for any new MBTA District*)
- III. Keeping greater design and permitting control over the Enpro site, which is located closer to High Street and existing residential neighborhoods that may be considered more “sensitive” in that context (*i.e. discretionary permitting, unhindered design controls decoupled from MA EOHL review, etc.*)
- IV. Facilitating residential redevelopment of the Enpro site is NOT dependent on MBTA zoning and can be accomplished far easier through local zoning changes if that is the goal.
- V. Discussion of a new zoning district and further development potential along a section of Low Street that has not been contemplated as such previously could result in prolonged debate over the underlying zoning parameters superimposed on this area, thereby impacting our ability to reach consensus on a full MBTA Communities package that can be submitted to the state for review and approval.

Having said all this, I do appreciate the concerns or hesitation expressed by others, who may prefer a different approach. Ultimately, we need to choose a method of compliance from the available options. As with all zoning changes, we should be aiming for appropriate land use patterns throughout the City (*i.e. where does it make sense to zone for more as-of-right multifamily housing – akin to the existing 40R Smart Growth District*) with sufficient consensus for Council approval of the corresponding zoning/map change(s).

Planning Board

The Planning Board met on April 17, 2024 to discuss the attached Unit Capacity spreadsheet and district mapping options. Coming out of this discussion, the Planning Board recommended proceeding with a mixture of district mapping options which would cumulatively satisfy the total unit capacity required by EOHLC. This option is depicted on the attached map entitled “Planning Board Consensus Plan.” This option includes the following district mapping elements:

1. **40R District** (*credit for existing zoning*)
2. **40R District Expansion over Hines Way** (*credit for existing development*)
3. **40R District Expansion over three lots** located westerly of 1 Boston Way, and on the south side of Parker Street (*across from 40 Parker Street*)
4. **New MBTA Communities zoning district identified as “Enpro v. 2”** (*spreadsheet option J*), based on the existing 40R Smart Growth District provisions, but modified and reduced to comply with MBTA Communities, or as otherwise desired, subject to maintaining said compliance)

In general, the rationale for this combination approach was to reduce encroachment of housing abutting the easterly end of the Business Park (*see attached map for overall scale and adjacency*), and to instead spread the new unit capacity over a larger area extending northerly along the Clipper City Rail Trail, using it as a connecting corridor or spine.

Zoning Advisory Group

The Zoning Advisory Group (ZAG) met on April 18, 2024 to discuss the attached Unit Capacity spreadsheet and district mapping options. ZAG members were also advised of the Planning Board recommendation noted above. Coming out of this discussion, ZAG consensus was that the best path forward at this juncture would be to forward the available options to the full City Council for consideration, with focus on two specific district mapping options, summarized as follows:

- A. “Planning Board Consensus Plan” (*described above and depicted on the first comparison map attached hereto*).
- B. “Zoning Advisory Group Consensus Plan” (*depicted on the second comparison map attached hereto, as an alternative to A, and including the 40R District, Hines Way and Option F from the spreadsheet consisting of a portion of the lots on Parker Street at a 30 unit/acre density*). Since the total unit capacity provided by this option is close to the minimum required by EOHLC (1,292), it was agreed that after further consultation with EOHLC, this option could/would be increased to 40 units/acre to the extent necessary to reach the minimum total, should EOHLC give less “credit” for unit capacity than anticipated at this time.

Next Step – Council Deliberation

I understand that this communication will be referred to P&D/COTW along with similar items related to “MBTA Communities.” I ask for additional time at the next available P&D meeting to further discuss these district mapping and unit capacity options with you, in order to reach adequate consensus for the preferred option(s) between the ZAG, PB and Council. As discussed previously, it is the Council which ultimately makes decisions about zoning – with the benefit of advisory input from others. If you are unable to attend and participate in these meetings, please reach out to me at your convenience to discuss the available options and any concerns or preferences you may have relative to compliance with MBTA Communities.

Thank you in advance.

City of Newburyport

MBTA Communities - District Mapping Criteria *As of 4/4/24*

Housing Production

- Create New Housing
- Maximize Affordable Housing Production
- Maximize Subsidized Housing Inventory
- Feasibility of Development (environment, likelihood of development, etc.)

Community Character

- Area Transformation (village form, sustainability, walkability, etc.)
- Suitability for Residential Use (livability for residents)
- Pleasant, Walkable Environment

Non-Housing Goals & Objectives

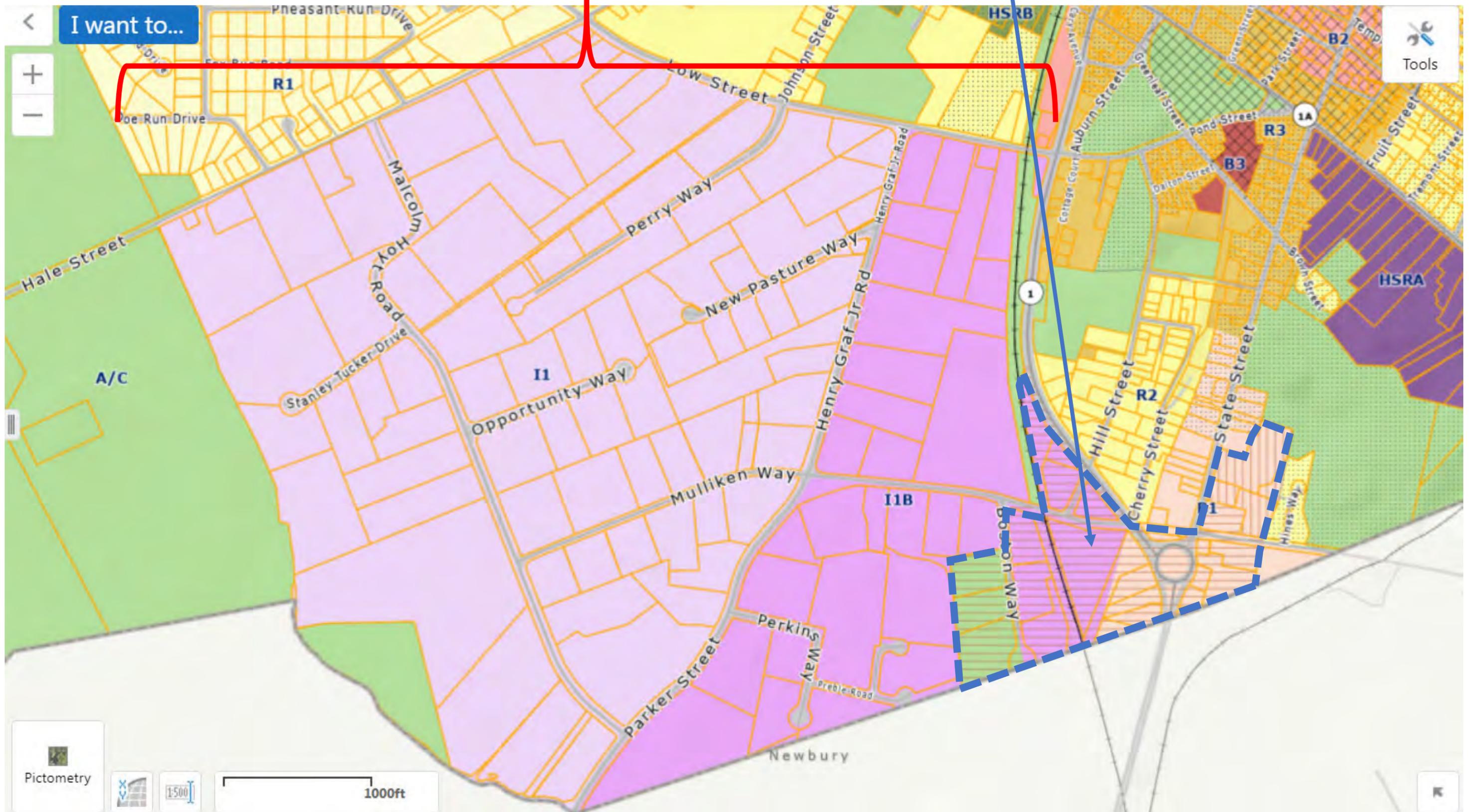
- Preserve Industrial Base / Desirable Uses
- Compliance with City Master Plan (long range plans)
- Proximity to Transit (MBTA & MeVa)

Legal/Mechanical Issues or Obstacles

- Likelihood of Approval by State

Other?

Newburyport Business Park & Adjacent 40R District



Planning Board Consensus Plan

April 17, 2024

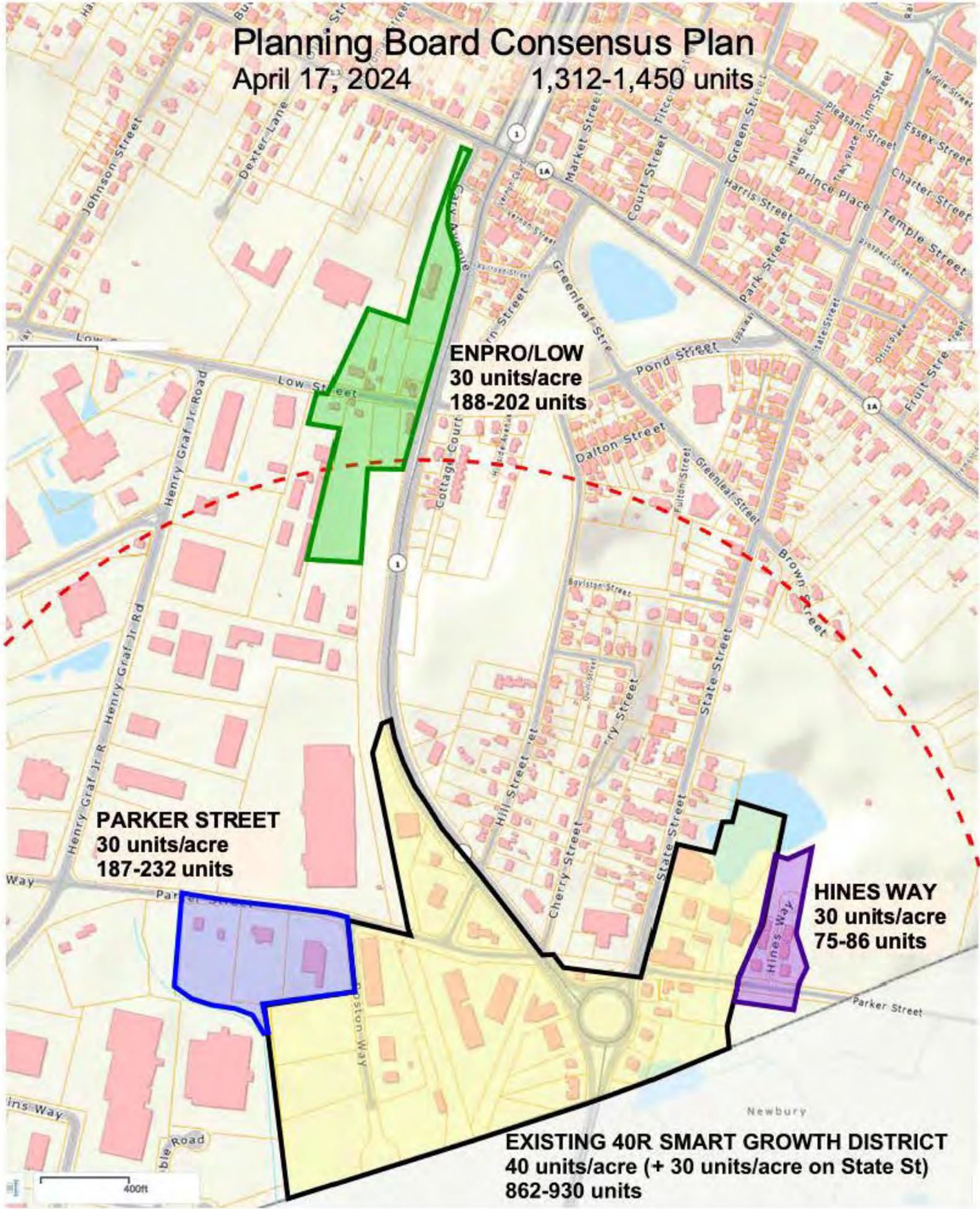
1,312-1,450 units

ENPRO/LOW
30 units/acre
188-202 units

PARKER STREET
30 units/acre
187-232 units

HINES WAY
30 units/acre
75-86 units

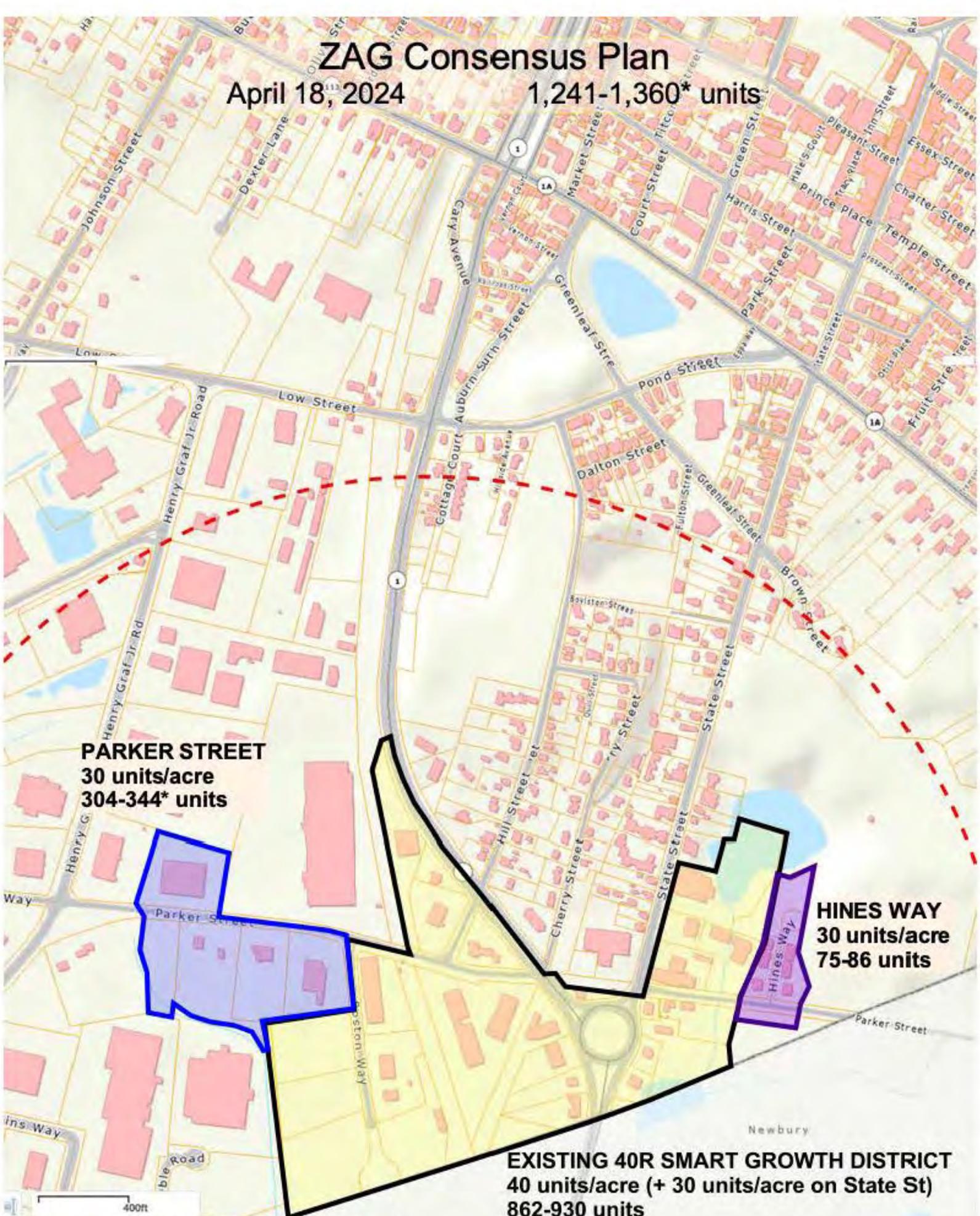
EXISTING 40R SMART GROWTH DISTRICT
40 units/acre (+ 30 units/acre on State St)
862-930 units



400ft

ZAG Consensus Plan

April 18, 2024 1,241-1,360* units



PARKER STREET
30 units/acre
304-344* units

HINES WAY
30 units/acre
75-86 units

EXISTING 40R SMART GROWTH DISTRICT
40 units/acre (+ 30 units/acre on State St)
862-930 units

*Upper unit capacity estimated for Parker Street

City of Newburyport

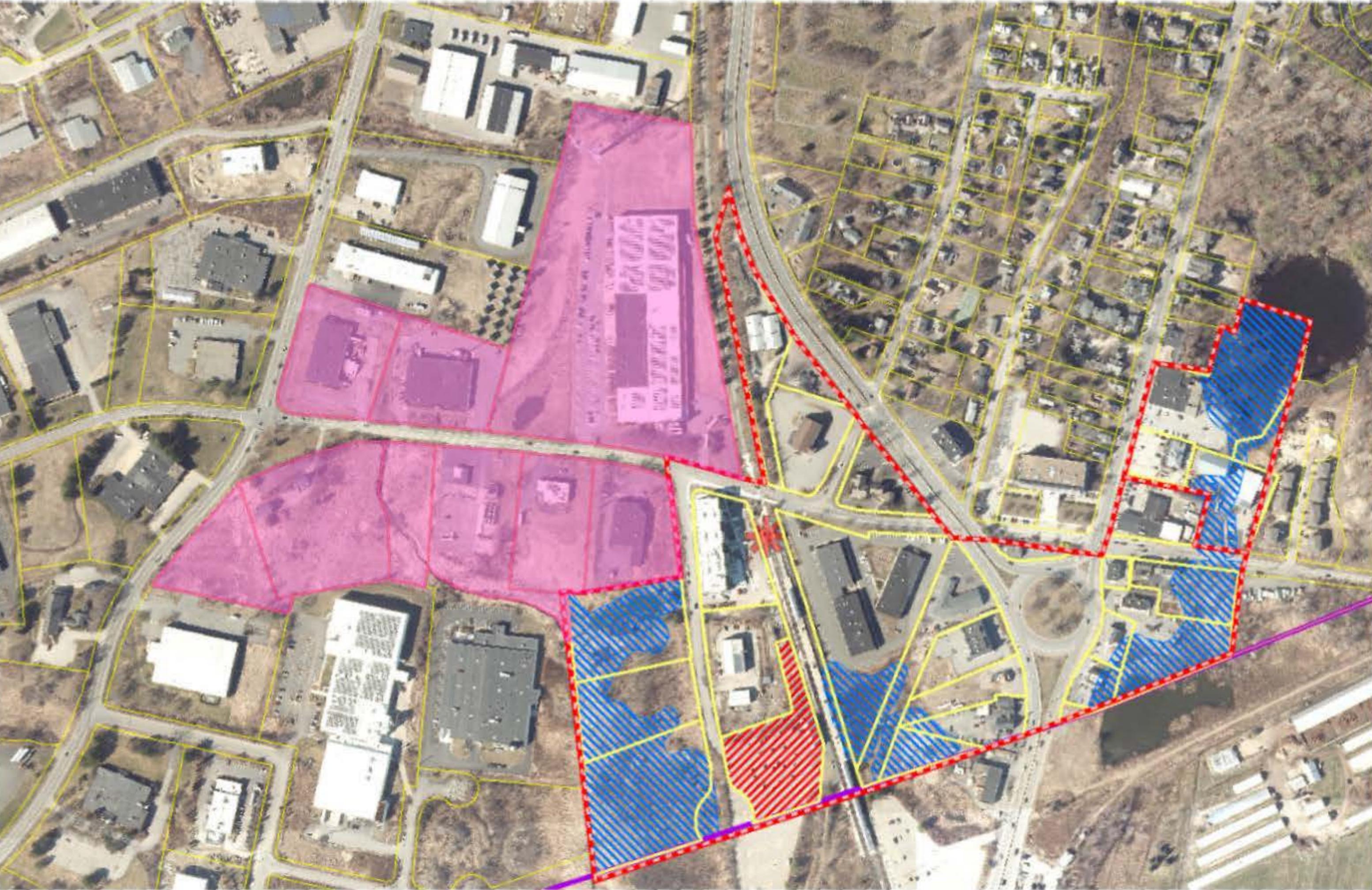
MBTA Communities - Unit Capacity Options As of 4/16/2024

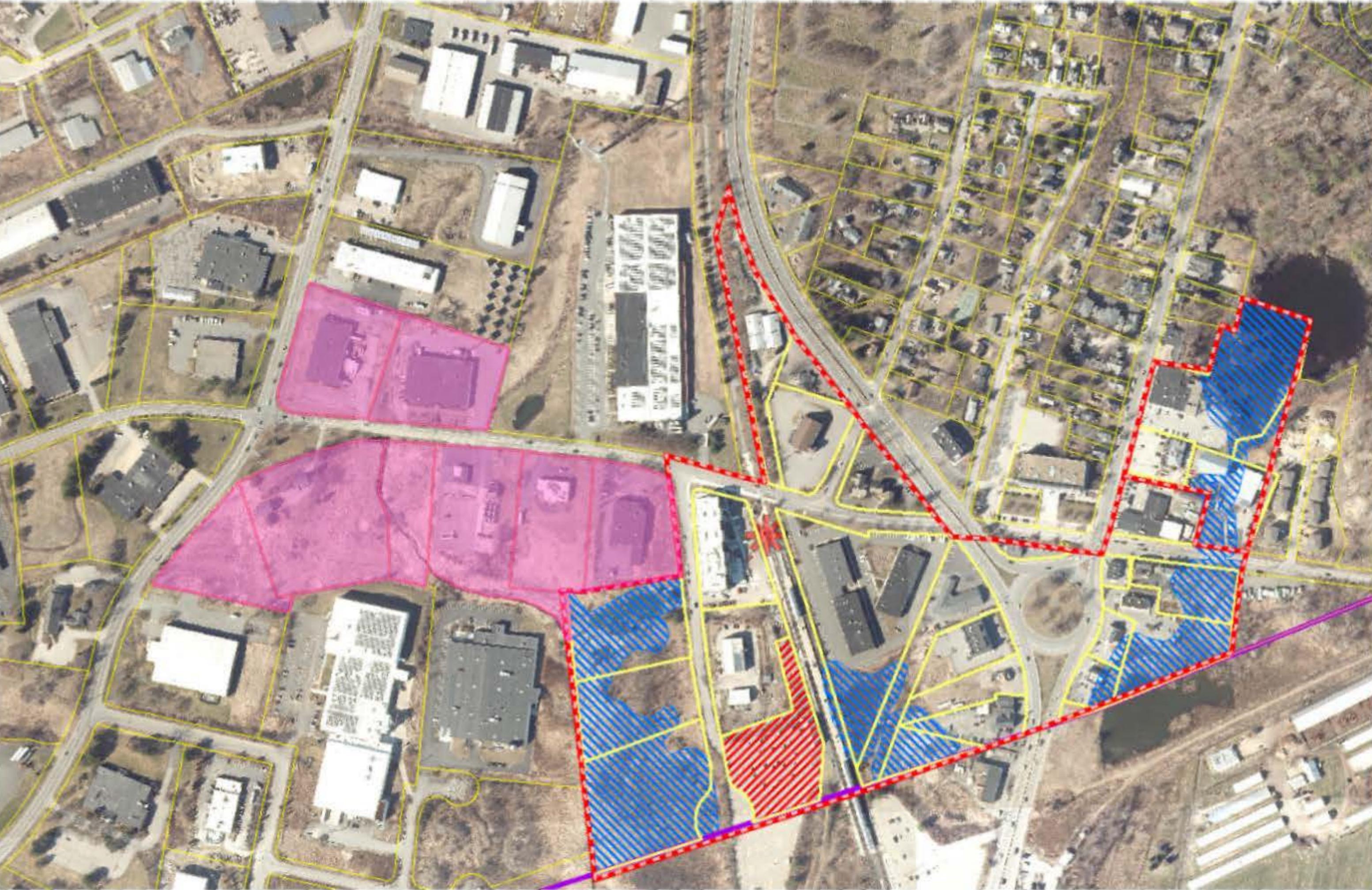
Multi Family Unit Capacity	
Existing (40R)	862 (862 to 930)
Remaining	430 (355 with Hines Way)
Total Required	1,292

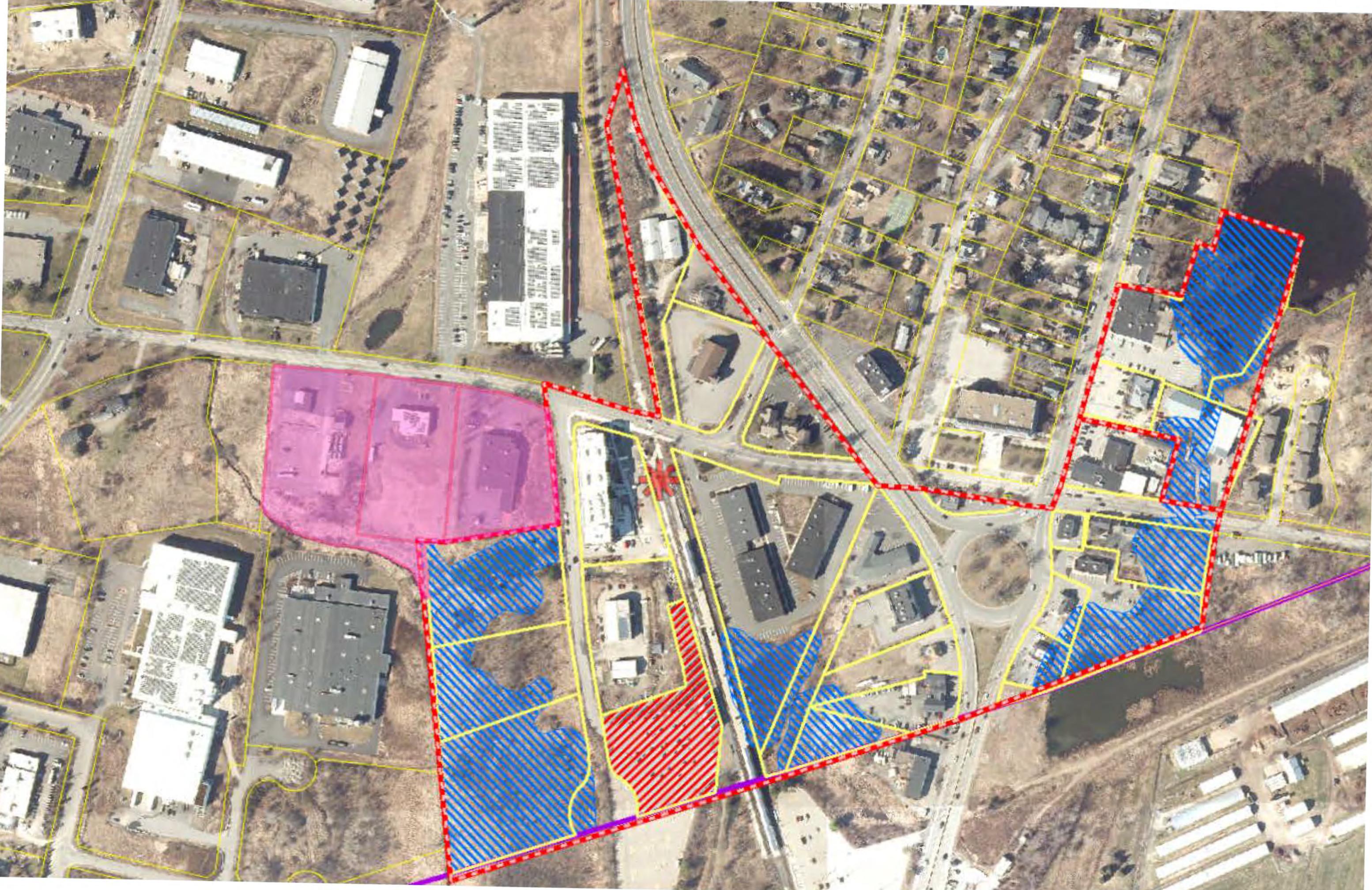
Notes on Selected (Example) Options Highlighted in Below Cells

Red Cells = each option independantly meets total required Unit Capacity with existing 40R
 Blue Cells = when combined meets total required Unit Capacity with existing 40R (requires non-40R "MBTA"
 Green Cells = when combined meets total required Unit Capacity with existing 40R

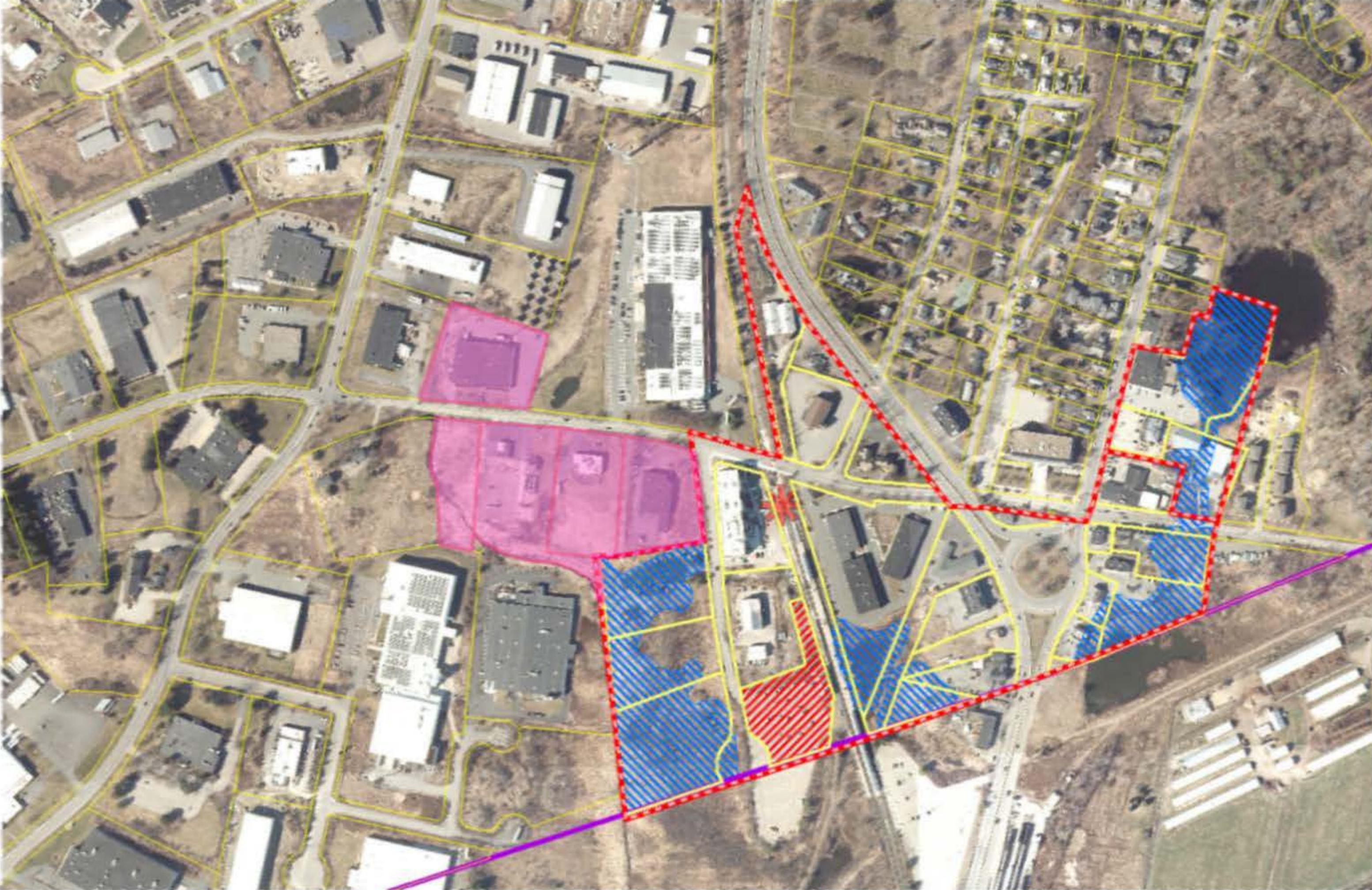
	ADDITIONS TO EXISTING 40R SMART GROWTH DISTRICT								NEW MBTA SUBDISTRICT	
	A	B	C	D	E	F	G	H	I	J
POTENTIAL DISTRICTS >>>	Parker St to Graf Rd w/ 40 Parker	Parker to Graf w/out 40 Parker	40 Parker St	69, 75, 77 Parker St	Parker Street Jog	Parker Street Jog w/out 52 Parker St	40 Parker & 3 Lots Across St	Hines Way	Enpro v. 1 (incl. cottage)	Enpro v. 2 (incl. low)
Potential Unit Capacity (units/acre)										
... at 20 units / acre	not modeled (not modeled)	not modeled (not modeled)	not modeled (not modeled)	not modeled (not modeled)	not modeled (not modeled)	not modeled (not modeled)	not modeled (not modeled)	not modeled (not modeled)	70 (70-71)	117 (117-152)
... at 30 units / acre	905 (905-981)	502 (502 to 561)	403 (403-420)	187 (187-232)	385 (385-435)	304 (not modeled)	590 (590-652)	75 (75-86)	105 (105-107)	188 (188-202)
... at 40 units / acre	1208 (1208-1310)	670 (670-750)	538 (538-560)	250 (250-310)	513 (513-581)	405 (not modeled)	788 (788-870)	not modeled (not modeled)	not modeled (not modeled)	not modeled (not modeled)
Cumulative Unit Capacity for Each Option										
... at 20 units / acre	not modeled	not modeled	not modeled	not modeled	not modeled	not modeled	not modeled	not modeled	932	979
... at 30 units / acre	1,767	1,364	1,265	1,049	1,247	1,166	1,452	937	967	1,050
... at 40 units / acre	2,070	1,532	1,400	1,112	1,375	1,267	1,650	not modeled	not modeled	not modeled
Remaining Capacity Required After Each Option										
... at 20 units / acre	not modeled	not modeled	not modeled	not modeled	not modeled	not modeled	not modeled	not modeled	360	313
... at 30 units / acre	Exceeds by 475	Exceeds by 72	Gap left 27	Gap left 243	Gap left 45	Gap left 126	Exceeds by 160	Gap left 355	Gap left 325	Gap left 242
... at 40 units / acre	Exceeds by 778	Exceeds by 240	Exceeds by 108	Gap left 180	Exceeds by 83	Gap left 25	Exceeds by 358	not modeled	not modeled	not modeled

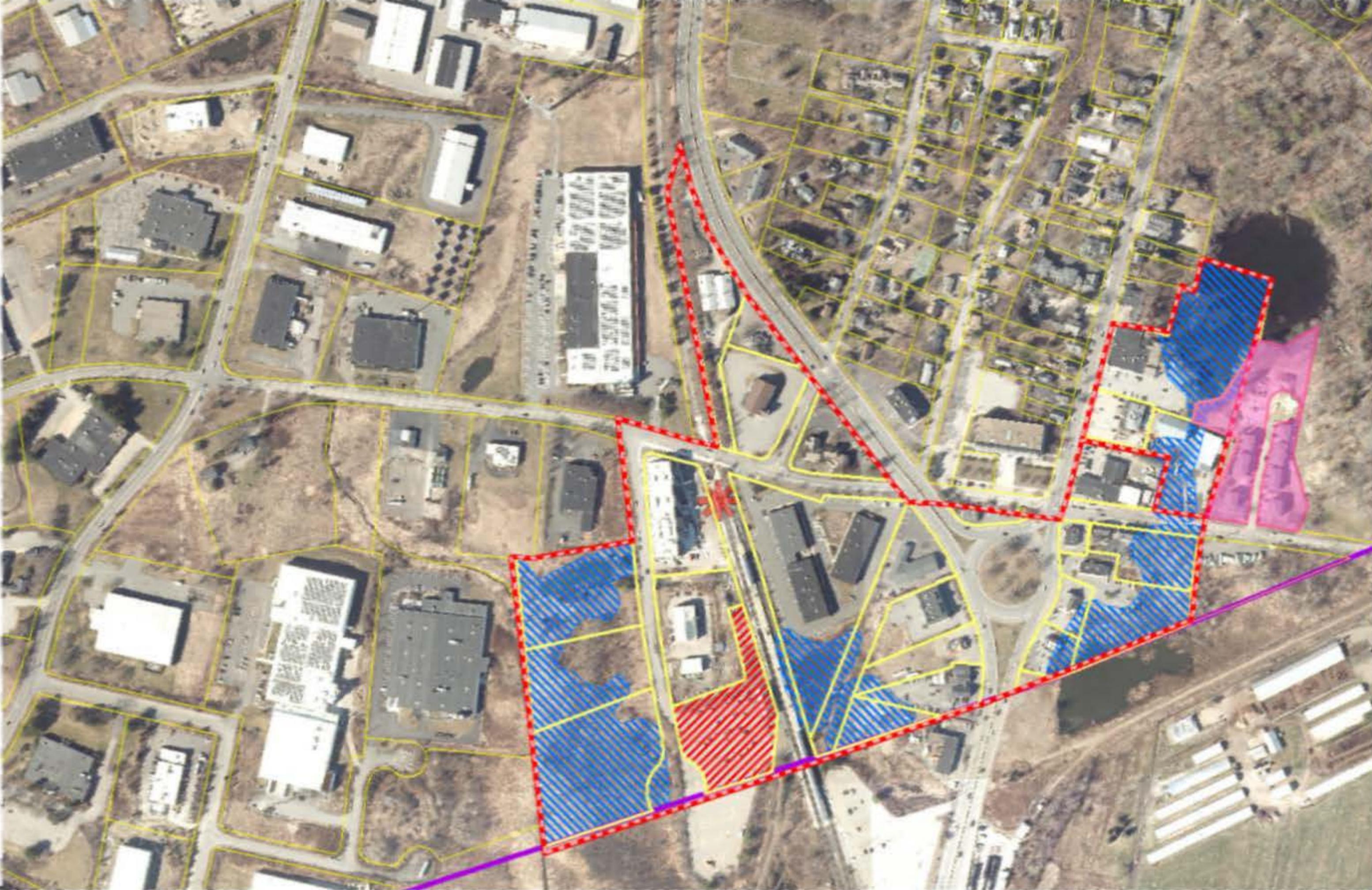
















TRANSFERS



CITY OF NEWBURYPORT FY 2024

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2024 APR 29 10 35

TRANSFER/APPROPRIATION REQUEST

Department: Mayor's Office
Submitted by: Sean R. Reardon, Mayor **Date Submitted:** 4/29/2024

Transfer From:

Account Name:	<u>Interest on Short-Term Notes</u>	Balance:	<u>\$ 25,000.00</u>
Account Number:	<u>0720009-59250</u>	Category:	<u>\$ 1,074,604.93</u>
Amount:	<u>\$18,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Available:

There are currently no outstanding short-term notes; therefore, a surplus is anticipated in this account at year-end.

Transfer To:

Account Name:	<u>Veterans Benefits</u>	Balance:	<u>\$ 9,265.97</u>
Account Number:	<u>01543007-57700</u>	Category:	<u>\$ 11,028.37</u>
Amount:	<u>\$18,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Needed:

Three new recipients were added to the rolls after the FY2024 budget was finalized, with a total cost of approximately \$2,000 per month. The average total monthly payroll for veterans receiving Chapter 115 benefits this fiscal year has been \$11,500, with a projected total for the year of \$138,000. Since the approved budget was \$120,000, an \$18,000 transfer is requested.

Sean R. Reardon, Mayor:

Sean R. Reardon

Date: 4/23/2024

Ethan R. Manning, Auditor:

Ethan R. Manning

Date: 4/23/2024

City Council Action:



CITY OF NEWBURYPORT FY 2024

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

TRANSFER/APPROPRIATION REQUEST

2024 APR 29 10 3: 35

Department: Department of Public Services
Submitted by: Wayne Amaral, Director **Date Submitted:** 4/29/2024

Transfer From:

Account Name:	<u>RRFA - Development Impact Fees</u>	Balance:	<u>\$ 30,000</u>
Account Number:	<u>2762-59630</u>	Category:	<u>\$ -</u>
Amount:	<u>\$30,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Available:

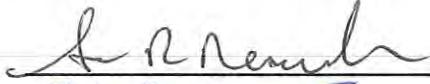
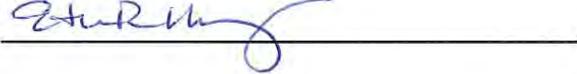
This is a receipts reserved for appropriation (RRFA) fund used to account for development impact fees received from developers in relation to development agreements. Funds are used to mitigate the impacts of developments on the surrounding neighborhood and the city overall. The \$30,000 in this account represents the first of two payments made to the city for a development on Colby Farm Lane. A second payment of \$30,000 will be made this year and will be reserved for appropriation in this same account.

Transfer To:

Account Name:	<u>Intersection Improvements Study</u>	Balance:	<u>\$ -</u>
Account Number:	<u>New Account</u>	Category:	<u>\$ -</u>
Amount:	<u>\$30,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Needed:

Traffic consulting work will be conducted to study and recommend improvements at the intersection of Low Street, North Atkinson Street, and Colby Farm Lane. The scope of work will also include support in applying for grant opportunities, such as MassDOT Complete Streets, Shared Streets & Spaces, and/or Safe Routes to School funding programs.

Sean R. Reardon, Mayor:  Date: 4/23/2024
 Ethan R. Manning, Auditor:  Date: 4/23/2024
 City Council Action:



CLIENT AUTHORIZATION

New Contract

TEC Project No.: _____

Amendment No.:

Date: April 19, 2024

Project Name: Low Street / North Atkinson Street / Colby Farm Lane Study – Newburyport, MA

Client: City of Newburyport Department of Public Services Attn: Wayne S. Amaral, Director 16A Perry Way Newburyport, MA 01950	Fee Proposal	
	Task 1 [Study & Concept Plan]	\$22,000.00
	Task 2 [Funding Support]	\$8,000.00
	Estimated Expenses	<u>Included above</u>
	TOTAL	\$30,000.00

Requested by: Client

Lump Sum Time & Expenses
 Cost + Fixed Fee Other

Estimated Date of Completion: Approx. 4 to 5 months following receipt of signed authorization

Scope of Services:

The City of Newburyport Department of Public Services (Client) has retained TEC, Inc. (TEC) to provide transportation planning and engineering services for a project located at the intersection of Low Street and North Atkinson Street / Colby Farm Lane in Newburyport, MA. This project will involve intersection analysis, a traffic safety review, conceptual design of intersection improvements, and grant funding application support. TEC will perform the services outlined in the task(s) below:

Task 1 – Intersection Study & Conceptual Improvements **LUMP SUM \$22,000.00**

Field Reconnaissance & Base Map Compilation

- Compile aerial images and mapping with approximate right of way and property lines from MassGIS, as available, to create a base plan suitable for a conceptual plan.
- Perform field reconnaissance to confirm existing intersection conditions, key features, lane widths, intersection geometrics, and roadway cross sectional dimensions.

Traffic Data Collection

- *Turning Movement Counts (TMCs)* – Perform 12-hour intersection TMCs (7:00 AM to 7:00 PM) at the following nine intersections:
 - Low Street at North Atkinson Street / Colby Farm Lane
- *Automatic Traffic Recorder (ATR) counts* – Collect roadway segment traffic data for a 48-hour mid-week period at one (1) location on Low Street in the project area and one (1) location along North Atkinson Street to document traffic volume, speed, and classification.

Warrant Analyses – TEC will perform left-turn lane, all-way stop control (AWSC), and/or traffic signal warrant analyses for the subject intersection.

Limited Traffic Capacity Analysis – Perform limited analysis to determine the existing roadway and intersection capacity conditions for a 10-year horizon to establish project need. This will consider the introduction of new traffic volumes from other known or permitted developments (City to provide copies of the Applicants' studies) and a reasonable regional growth rate based on discussions with MVPC.

Crash Data Compilation – Review the MassDOT crash database for the intersection for the most recent five-year period and assess the major crash trends at key intersections and along major roadway segments within the City limits. This does not include the preparation of detailed collision diagrams or formal Road Safety Audits (RSAs) at this time.

Conceptual Design Development – Provide recommended conceptual design options, if more than one is applicable, on a compiled aerial base map in AutoCAD Civil 3D that is consistent with the field reconnaissance, input from the City, traffic control alternatives, and cross-sectional needs that consider the latest MassDOT Complete Streets design standards where appropriate and feasible.

The intersection of Low Street / N. Atkinson Street / Colby Farm Lane has been identified as a key location that may benefit from State grant funding sources. This also includes approximately 1,100 feet of North Atkinson Street.

Cost Estimating: Prepare a planning-level construction cost estimate utilizing trending MassDOT average unit bid prices and their recently adopted SARPET construction pricing tool that is used for State funding applications.

Public Outreach Meetings - TEC will lead up to three (3) in-person public outreach meeting to review preliminary recommendations for the subject intersection and solicit public input. TEC will provide a summary of the comments received for the City's files.

Deliverables:

- Technical Memorandum – Initial Recommendations for the intersection of Low Street / N. Atkinson Street / Colby Farm Lane
- Color Concept Plan of intersection improvements; and
- Preliminary Construction Cost Estimate.

This assignment does not include the preparation of a survey, right-of-way research, or detailed intersection design documents, but will research the underlying roadway and intersection characteristics and the conceptual project needs to support certain MassDOT grant applications.

Task 2 – Grant Funding Application Support

ESTIMATED/HOURLY \$8,000.00

- Prepare application narratives for grant applications such as MassDOT Complete Streets, Shared Streets & Spaces, and/or Safe Routes to School funding sources. The City does not currently anticipate pursuing a formal Transportation Improvement Program (TIP) application at this time.
- Prepare a conceptual improvement graphic for approximately 1,100 feet of North Atkinson Street as a potential Safe Routes to School application.
- Attend coordination meetings (mostly virtual) with City or agency representatives to review the scope of the application(s).

The fee for this task is highly dependent on the number of applications that the City wishes to pursue. Therefore, TEC will perform this work on a time-and-expenses (hourly) basis.

Additional services not listed above may be performed at the request of the Client and will be considered an amendment to this agreement.

Services will begin upon signed authorization of this agreement. TEC will invoice the Client monthly on a percent complete (Task 1) or time and expenses (Task 2) basis for the services performed based on the task descriptions listed above. TEC direct expenses and the actual subconsultant and vendor/contractor services will be marked-up by 10% for Task 2.

This proposal is valid for a period of 45 days.

Project Manager: S. Gregorio

Approver: K. Dandrade

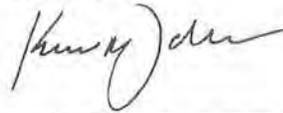
Please execute this Client Authorization for TEC, Inc. to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to TEC.

Subject to attached terms & conditions

Subject to terms & conditions in our original agreement dated _____

TEC, Inc. Authorization

Client Authorization *(Please sign original & return)*



By



By

Print Name Kevin R. Dandrade, P.E., PTOE

Print Name Sean R. Reardon

Title Principal

Title Mayor

Date April 19, 2024

Date 4/23/2024

END OF CONSENT AGENDA

BEGINNING OF REGULAR AGENDA

COMMUNICATIONS

From: Ghlee Woodworth <pcbahati@yahoo.com>
Sent: Monday, April 8, 2024 7:22 AM
To: *City Council* <CityCouncil@newburyportma.gov>
Cc: Richard Jones <RJones@newburyportma.gov>
Subject: Investigation Request

Dear City Council President Ed Cameron; Councilors Afroz Khan, Connie Preston, Jim McCauley, Sharif Zeid, Mark Wright, Jennie Donahue, Heather Shand, Heath Granas, Byron Lane, and Ben Harman:

We are a group of longtime supporters and patrons of the Newburyport Public Library (NPL) who have spent hundreds to over 1000 hours researching and conducting projects in the archives. **We seek transparency and truth.**

We respectfully call on the City Council to initiate an investigation to address: the role of the Human Resources (HR) Director and the noncompliance and lack of adherence to the Human Resources mission and job description as related to policies, procedures, and legal responsibilities.

Attachments: 1. Investigation Request; 2. Charter Legislature Branch investigations 2023; 3. HR Director Job Description 2021; and 4. Library Board Municode Duties 2023.

There are at least a dozen volunteers and patrons who would be happy to meet with you upon request. Please contact us.

Thank you for your time and consideration.

On Behalf of Patrons and Former Volunteers: Ghlee E. Woodworth (Ward 2), John St. John (Ward 1P), Walt Thompson (Ward 2), Marge and Skip Motes (Ward 1), Jack Garvey (Newbury), Linda Harding (Ward 2) and Ellie Bailey, Rings Island.

Memorandum

To: President and Members of the City Council
From: Richard B. Jones, Clerk
Date: April 26, 2024
Re: Modification to Parklet

Dear President and Members of the Council,

I have a request to modify the beginning point of the parklet in front of Leallo located at 15 State Street by reducing the parklet in the amount of 9 – 12 feet. This area currently allows tables associated with Brine Restaurant located at 17 State Street.

This adjustment is the request of Chris Skiba of New England Development who is the landlord for both Brine Restaurant at 17 State Street and Leallo at 15 State Street.

ORDERS



CITY OF NEWBURYPORT
GIFT ACCEPTANCE FORM

Ordered, that, the City of Newburyport accepts the following gift in accordance with M.G.L. Chapter 44, Section 53A:

Date of Gift:	3/22/2024	
City Department:	DPS Parks	
Staff Contact:	Michael Hennessey	
<i>Gift Overview</i>		
Gift Type:	Monetary	
Donor:	Philip K. Hinkel	
Purpose:	Donation of a park bench in memory of Janice M. Friske. See attached application.	
Gift Amount:	\$5,000.00	
<i>For Office Use Only</i>		
City Council Packet Date:	4/29/2024	
Emergency Measure?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Councillor Sharif I. Zeid

Bench Application — 3/22/24 — — original —

Appendix A: Bench application

Name: Philip K. Hinkel

Address: 1870 COUNTY ROAD # 20745 FRIENDSHIP, WI 53934

Phone number: 815-988-6262

Email address: PKHINKEL @ HOTMAIL.COM

Preferred location for bench (up to 3):

MARKET SQUARE

ATTWOOD PARK

New or existing bench?: _____ new _____ existing DON'T CARE

Plaque selection:

- In Honor of/Name/Dedicated month & year: _____
- In Memory of/Name/Dedicated month & year: JANICE M. FRISKE 3-2024

I have read the Memorial Bench Policy and agree to abide by its terms.

Philip K. Hinkel
Signed

Please submit this application with a \$50 application fee made payable to the City of Newburyport. Applications and checks may be mailed to:

City of Newburyport
c/o Mike Hennessey, Parks Manager
60 Pleasant Street/ PO Box 550
Newburyport, MA 01950

For internal use only:



CITY OF NEWBURYPORT
GIFT ACCEPTANCE FORM

Ordered, that, the City of Newburyport accepts the following gift in accordance with M.G.L. Chapter 44, Section 53A:

Date of Gift:	3/21/2024	
City Department:	Mayor's Office	
Staff Contact:	Kim Turner, Manager of Special Projects	
<i>Gift Overview</i>		
Gift Type:	In-Kind	
Donor:	Newburyport Pioneer League https://www.nbtpioneerleague.org/	
Purpose:	The Pioneer League is looking to donate new batting cages at Lower Atkinson Common. The lowest quote obtained was \$20,576.53 plus \$9,500.00 for installation, for a total cost of \$30,076.53. It is a Mastodon Engineered Batting Cage System with two batting cages to be installed in the southwest (back-right) corner of Lower Atkinson Common next to Hawkes-Lapre Field. Staff confirmed with the Department of Labor Standards that prevailing wage law does not apply to this project. This project has approval from both the Parks Commission and Conservation Commission.	
Gift Amount:	\$30,076.53	
<i>For Office Use Only</i>		
City Council Packet Date:	4/29/2024	
Emergency Measure?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Councillor Sharif I. Zeid



CITY OF NEWBURYPORT GRANT ACCEPTANCE FORM

Ordered, that, the City of Newburyport accepts the following grant in accordance with M.G.L. Chapter 44, Section 53A:

Date of Award:	12/27/2022	
City Department:	Mayor's Office	
Staff Contact:	Kim Turner, Manager of Special Projects	
<i>Grant Overview</i>		
Grant Type:	State Grant	
Funding Agency:	Mass Cultural Council https://massculturalcouncil.org/	
Program Name:	FY23 & FY24 Cultural District Investment Grants https://massculturalcouncil.org/communities/cultural-districts/	
Project Name:	Newburyport Cultural District	
Project Description:	<p>FY2023 and FY2024 Cultural District Investment Grants provided funding, up to \$15,000 per year, for state-designated Cultural Districts. The funding from this grant is intended to encourage the development and success of these districts and to foster local cultural preservation in accordance with Massachusetts' Cultural Districts legislative statute. The FY23 grant of \$15,000 was awarded on December 27, 2022 (before the revised grant acceptance process took effect), and the FY24 grant of \$15,000 was awarded on January 9, 2024. Both grants will help to fund a new public art piece (Waterfront Ship Sculpture) at the newly renovated and expanded Market Landing Park. A "call for artists" has been issued with responses due by May 9, 2024. For more information, visit: www.cityofnewburyport.com/bids.</p>	
Award Amount:	\$30,000.00	
Payment Method:	Upfront Payment	
Length of Grant:	n/a	
Start Date:	n/a	
End Date:	n/a	
Award Acceptance Deadline:	Award acceptance deadline	<input checked="" type="checkbox"/> N/A
<i>Local Match/Required Resources</i>		
Local Match (City Funds):	No match is required.	
Local Match (In-Kind):	N/A	
Resources Required When Grant Program Ends:	Sculpture will be added to the City's property insurance schedule.	
<i>For Office Use Only</i>		
City Council Packet Date:	4/29/2024	
Emergency Measure?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 29, 2024

AN ORDER RELATIVE TO A GENERAL FUND BOND + A DEBT EXCLUSION TO CONSTRUCT A NEWBURYPORT RECREATION AND YOUTH SERVICES FACILITY AT 59 LOW ST AND TO RELOCATION THE DEPARTMENT OF PUBLIC SERVICES PARKS DIVISION TO PERRY WAY AT A TOTAL COST OF SEVEN MILLION, SEVEN HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED AND FIFTY-FOUR DOLLARS (\$7,718,854)

THAT:

- (1) THAT, \$2,606,500 is appropriated to a) pay costs of constructing a new Newburyport Recreational and Youth Services Facility in substantial conformity and at the cost described in the latest plan design dated _____, specifications and estimate submitted to and considered by the City Council in connection with this bond order, a copy which is appended hereto, and b) To relocate the Department of Public Services Parks Division to Perry Way, including the payment of all costs incidental and related thereto, which amount shall be expended in addition to amounts previously appropriated to pay costs of this project, and that to meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, s. 7(1) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.
- (2) THAT, principally, the project includes a) site work, b) renovation of the existing building c) the construction of a new gym d) parking, and e) a so-called rapid flashing beacon across Low St, and a contingency of 10%. The project does not include any crosswalks on Low St, connectivity to the River Valley Charter School, a full traffic signal for crossing Low St., or any traffic calming on Low St.
- (3) THAT, the general fund bond is approved subject to the following offices will submit signed letters that the project meets all applicable standards and will meet standard within the budgetary figure of \$7,718,854 from all sources for the project:
 - a. Newburyport Youth and Recreation Services – Design Programmatic Compatibility
 - b. Department of Public Services (Highway) – Low St. Safety
 - c. Department of Public Services (Engineering) – Drainage, site-work, and remediation of contamination
 - d. Department of Public Services (Director) – Sufficiency of space and budget to facilitate the Relocation of Parks Division to Perry Way.
 - e. Special Project Manager – Parking Sufficiency, Mitigation of contamination risk

- f. Sustainability – Energy Utilization/Source Requirements
- g. Finance – Sufficiency of ongoing funding to support the general fund obligation and legality of utilizing Opioid settlement funding to serve the general fund bond
- h. Building Department – ADA compliance and sufficiency of plumbing fixtures
- i. Architect – As to the budgetary estimates and inclusion of all necessary aspects being included in the project and the budget

- (4) THAT, the current and future balances of the Opioid Stabilization Fund are mandatorily transferred to the general fund in the amount of the general fund obligation towards the debt service for the bond or the amount available in the settlement fund, whichever is less. Such transfer shall be reflected in the annual budget to be approved by the City Council.
- (5) THAT, any gifts or donations made towards this project shall be submitted to the City Council for approval upon receipt consistent with State Law. Naming rights may not be conferred without appropriate approval.
- (6) THAT, further public funds beyond those identified in this order are not planned to support this project.
- (7) THAT, the remaining funds of the Kelley School proceeds \$393,500 are hereby appropriated to the same aforementioned project.
- (8) THAT, the City of Newburyport, pursuant to G.L. c. 59 Section 21C(a), shall seek voter approval at the next special election to be held on [] to assess taxes in excess of the amount allowed pursuant to G.L. c. 59 Section 21C(a) for the principal and interest on bonds, notes or certificates of indebtedness, issued by the City of Newburyport to pay costs of construction a youth and recreation facility at 59 Low St., including the payment of all costs incidental or related thereto, which shall include the cost to relocate the Parks Division of the Department of Public Services from 59 Low St. to 16 Perry Way.
- (9) THAT, to that the end, the City Clerk is hereby directed to place the following question on the ballot:

In addition to the \$3,000,000 already appropriated by vote of the City Council, shall the city of Newburyport be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the principal of and interest on the [\$4,718,854] bonds issued to pay costs of construction of a youth and recreational facility at 59 Low St. and to relocate the Parks Division of Public Services to 16 Perry way, including the payment of all costs incidental or related thereto?

- (10) THAT, contingent upon passage of the bond order, the City Council shall move forthwith to rezone the parcel known as 59 Low St. to allow for a Community Center (use #216) and to reassign the parcel to Newburyport Youth and Recreation Services.

Respectfully Submitted,

Sharif Zeid, Ward 1 City Councillor

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 29, 2024

AN ORDER TO AUTHORIZE THE AGREEMENT BY AND BETWEEN THE CITY AND NEWBURYPORT MANAGER, LLC WITH RESPECT TO A PARKING LOT

Be it ordained by the City Council of the City of Newburyport as follows:

THAT the City Council of the City of Newburyport hereby approves the terms and conditions contained in the attachment "A" with respect to the parking lot located at 9 Titcomb Street, Newburyport. The term of this License shall be for the period commencing April 1, 2024 and expiring on March 31, 2027, subject to Section 11 hereof.

Councillor James J. McCauley

“A”

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "License") is executed this ____ day of _____, 2024 (the "Execution Date") by and between Newburyport Manager LLC, a Massachusetts limited liability company, as Trustee of 1-11 Titcomb Street Nominee Trust, u/d/t dated January 28, 2005 ("Licensor"), and the City of Newburyport, acting by and through its Mayor (the "City" or "Licensee").

Whereas, Licensor owns a parking lot located at 9 Titcomb Street in Newburyport, Massachusetts (the "Premises");

Whereas, the City, for itself and its affiliates, successors, assigns, and designees, desires to enter upon and use the Premises for parking in common with all others entitled thereto; and

Whereas, the Licensor is willing to permit such use subject to the conditions set forth herein;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Licensor hereby grants to City the non-exclusive right to enter and use the Premises and to access the Premises subject to the following terms and conditions:

1. REFERENCE DATA

Mailing Address of Licensor:

Newburyport Manager LLC
c/o NED Management Co., Inc.
75 Park Plaza
Boston, MA 02116

Mailing Address of City:

Office of the Mayor
Newburyport City Hall
60 Pleasant Street
Newburyport, MA 01950

Permitted Use:

The Premises may be used, except as set forth below, solely for off-street parking of ordinary passenger vehicles by holders of City parking permits. The Licensor reserves the right to require the City to immediately and permanently remove from the Premises any vehicle which, in the sole opinion of the Licensor, is undesirable or poses a threat of injury or damage to the Premises. As an ancillary use the City may temporarily store snow from the Parking Garage during inclement weather. The City has the sole burden of removal of said

snow. Furthermore, the City may, at its own expense, place a parking kiosk on the Premises. Licensee may not use the Premises for off-street parking by the general public.

Termination of Existing License and Term of License:

Reference is made to that certain License Agreement by and between Licensor and the City dated as of August 1, 2019 (the “Existing License”) under which the City is currently occupying the Premises. The Existing License terminates effective as of 12:00 midnight on March 31, 2024 with the same force and effect as if such date were the expiration date of the term of the Existing License. Further, effective upon such termination date, each party remises, releases and forever discharges the other of and from any and all claims, liabilities and obligations arising under or in connection with the Existing License, except for any indemnification of the other as provided in the Existing License for claims of third parties for events occurring on or prior to such termination date.

The term of this License shall be for the period commencing April 1, 2024 and expiring on March 31, 2027, subject to Section 11 hereof.

2. CONDITION OF PREMISES

City acknowledges and agrees that it accepts the Premises in “as is” condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Premises for the Permitted Use.

3. COVENANTS AND LICENSE FEE

The City covenants with the Licensor that the City, during the term of this License and for such further time as the City, or any other person or persons claiming through or under the City, shall hold the Premises or any part thereof, (a) shall maintain the Premises in a clean and orderly condition during the term of this License, including, without limitation, being responsible for the removal of snow and ice therefrom; (b) shall not permit any use of the Premises which shall create a fire hazard or be unlawful or which is improper, offensive or which constitutes a nuisance or which is contrary to any law, rule, regulation or requirement of any governmental authority; (c) shall not violate any applicable federal, state or local statutes, laws, regulations or other requirements affecting the Premises; and (d) shall obtain all federal, state and local permits, licenses and approvals, in its name, which are required for City's use of the Premises.

4. ALTERATIONS

The City shall not make any alterations or improvements upon the Premises except to undertake the Permitted Use under this License, and except to restore the Premises as closely as practical to their condition prior to the exercise of the City's rights, immediately after they are disturbed by said Permitted Use.

5. CONDUCT OF THE CITY

a. Non-interference with Licensor's Operations

The City shall at all times conduct itself so as not to interfere in any way with the Licensor's use of the Premises.

b. Compliance with Laws

The City shall at all times perform the Permitted Use in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

c. Repair of Damage

The City shall, at its own expense, keep the Premises in good repair and order and tenable condition during the term of this License, normal wear and tear excepted. The City agrees that the Licensor shall not be under any obligation to do anything to render the Premises serviceable for parking purposes.

d. Security

The Licensor is not responsible for the security of the Premises, or the use made by City thereof, which shall be the sole responsibility of City, during the times that City is using or occupying the Premises under this License.

e. Costs of Operations

The City shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.

f. Operations Limited to Permitted Use

The City shall not conduct any operations upon the Premises except for the Permitted Use under Section 1 of this License and except for any requirement set forth in this License.

6. CONSIDERATION

The City agrees to pay a lease fee to Licensor of Four Thousand, Six Hundred (\$4,600.00) Dollars per year. The City agrees to pay such fee in quarterly payments of \$1,150.00 in advance beginning on or about the Execution Date first written above.

7. RISK OF LOSS

The City agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to the City for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the City, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensor, or its employees, agents, contractors or invitees.

8. INDEMNIFICATION

To the extent allowable by law, the City agrees to indemnify, defend and hold harmless the Licensor against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or the Property or relating in any way to the City's exercise of its rights under this license; provided, however, the foregoing shall not be deemed to waive any liability the City might enjoy under Massachusetts and/or local law nor shall it apply to any claim for which the City is immune as a government entity.

9. INSURANCE

The City shall maintain, at its sole cost and expense, commercial general liability insurance, including coverage for bodily injury, wrongful death and property damage, with a limit of at least \$1,000,000 per occurrence, which can be a combination of primary and excess. The City shall also maintain Workers' Compensation/Disability/Employers' Liability Insurance covering claims under workers' compensation, disability benefits and other similar statutory employee benefit acts which are applicable to this License.

The City shall provide the Licensor with a certificate of insurance showing compliance with the forgoing provisions, in each case indicating the Licensor, Licensor's representative, any lender and any other party requested by Licensor as additional insureds on the commercial general liability and umbrella/excess policies and shall be primary and non-contributory to any insurance Licensor and any other additional insured carries.

The current additional insured are as follows:

Newburyport Manager LLC
Newburyport Development LLC
NED Management Limited Partnership
Newburyport Operating Holding LLC
Newburyport Development Holding LLC
New England Development LLC

NED Realty Advisors Inc.
NED Newburyport LLC
NED Manager LLC
1-11 Titcomb Street Nominee Trust

Failure to obtain and keep in force said insurance, and failure to provide the Licensor with proof of same, shall automatically terminate this License and any rights granted herein.

10. RIGHTS OF LICENSOR TO ENTER

Licensor reserves the right and the City shall permit the Licensor and its employees, contractors, agents and invitees to enter upon and use the Premises with reasonable notice to the City.

11. TERMINATION

This License is terminable at any time by either party, provided that written notice thereof is given to the other party by certified U.S. Mail or delivered by a private express carrier such as FedEx, return receipt requested, not less than ten (10) business days prior to termination. This License shall expire on the date specified in such notice.

12. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the City any estate in the Premises or any interest in real property, nor shall this License be construed as containing a promise that the License shall have a term greater than is specified herein, that it shall not be terminated as allowed herein, or that it shall be replaced at any time by a permanent easement or other interest in land allowing City to continue its use.

13. COMPLIANCE WITH MGL CHAPTER 21E

The City covenants and agrees with the Licensor that neither the City nor any person utilizing or claiming rights under this License, nor the employees, agents, contractors, licensees, invitees or visitors of the City or any such person shall bring onto, store, generate, or permit to be stored or generated on the Premises any oil, hazardous material, hazardous waste or hazardous substance, as those terms are defined by any applicable federal, state or municipal law, rule, regulation, code or ordinance, including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq. (hereinafter "Hazardous Materials"), except for any normal and ordinary operating fluids that are self-contained and not leaking and necessary for the operation of ordinary passenger vehicles. The City shall, to the extent permitted by law, indemnify and hold the Licensor harmless from and against any claim, liability, loss, damage or expense (including attorneys' fees and expenses and court costs, assessments and remedial or response actions) arising out of (a) any of the covenants or agreements of this paragraph, or breach thereof, or (b) the past, present or future use of the

Premises involving Hazardous Materials by City or any person utilizing or claiming rights to use the Premises under the City, or the employees, agents, contractors, licensees, invitees or visitors of the City or any such person. The provisions of this section shall survive any expiration or earlier termination of this License.

14. MISCELLANEOUS

- a. This License may not be modified except in writing, duly executed by both parties.
- b. This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the License.
- c. The City is not authorized to bind or involve the Licensor in any contract or to incur any liability for or on the part of the Licensor; likewise, the Licensor, its employees, agents, contractors or invitees, is not authorized to bind or involve the City in any contract or to incur any liability for or on the part of the City.
- d. If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.
- e. The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.
- f. This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.
- g. This License is to take effect as a sealed instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed on this _____ day of _____, 2024.

LICENSOR: NEWBURYPORT MANAGER LLC,
as Trustee of 1-11 Titcomb Street Nominee Trust

By: _____
Name:
Its: Manager

CITY: CITY OF NEWBURYPORT

By its MAYOR

Sean Reardon

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 29, 2024

AN ORDER TO AUTHORIZE THE AGREEMENT BY AND BETWEEN THE CITY AND NEWBURYPORT MANAGER, LLC WITH RESPECT TO A PARKING LOT

Be it ordained by the City Council of the City of Newburyport as follows:

THAT the City Council of the City of Newburyport hereby approves the terms and conditions contained in the attachment "A" with respect to the parking lot located at 90 Pleasant Street, Newburyport. The term of this License shall be for the period commencing April 1, 2024 and expiring on March 31, 2027, subject to Section 11 hereof.

Councillor James J. McCauley

“A”

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "License") is executed this ____ day of _____, 2024 (the "Execution Date") by and between Newburyport Manager LLC, a Massachusetts limited liability company, as Trustee of 90 Pleasant Street Nominee Trust, u/d/t dated January 28, 2005 ("Licensor"), and the City of Newburyport, acting by and through its Mayor (the "City" or "Licensee").

Whereas, Licensor owns a parking lot located at 90 Pleasant Street behind the parking garage in Newburyport, Massachusetts (the "Premises");

Whereas, the City, for itself and its affiliates, successors, assigns, and designees, desires to enter upon and use the Premises for parking in common with all others entitled thereto; and

Whereas, the Licensor is willing to permit such use subject to the conditions set forth herein;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Licensor hereby grants to City the non-exclusive right to enter and use the Premises and to access the Premises subject to the following terms and conditions:

1. REFERENCE DATA

Mailing Address of Licensor:

Newburyport Manager LLC
c/o NED Management Co., Inc.
75 Park Plaza
Boston, MA 02116

Mailing Address of City:

Office of the Mayor
Newburyport City Hall
60 Pleasant Street
Newburyport, MA 01950

Permitted Use:

The Premises may be used, except as set forth below, solely for off-street parking of ordinary passenger vehicles by holders of City parking permits. The Licensor reserves the right to require the City to immediately and permanently remove from the Premises any vehicle which, in the sole opinion of the Licensor, is undesirable or poses a threat of injury or damage to the Premises. As an ancillary use the City may temporarily store snow from the Parking Garage during inclement weather. The City has the sole burden of removal of said

snow. Furthermore, the City may, at its own expense, place a parking kiosk on the Premises. Licensee may not use the Premises for off-street parking by the general public.

Term of License: The term of this License shall be for the period commencing April 1, 2024 and expiring on March 31, 2027, subject to Section 11 hereof.

2. CONDITION OF PREMISES

City acknowledges and agrees that it accepts the Premises in “as is” condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Premises for the Permitted Use.

3. COVENANTS AND LICENSE FEE

The City covenants with the Licensor that the City, during the term of this License and for such further time as the City, or any other person or persons claiming through or under the City, shall hold the Premises or any part thereof, (a) shall maintain the Premises in a clean and orderly condition during the term of this License, including, without limitation, being responsible for the removal of snow and ice therefrom; (b) shall not permit any use of the Premises which shall create a fire hazard or be unlawful or which is improper, offensive or which constitutes a nuisance or which is contrary to any law, rule, regulation or requirement of any governmental authority; (c) shall not violate any applicable federal, state or local statutes, laws, regulations or other requirements affecting the Premises; and (d) shall obtain all federal, state and local permits, licenses and approvals, in its name, which are required for City's use of the Premises.

4. ALTERATIONS

The City shall not make any alterations or improvements upon the Premises except to undertake the Permitted Use under this License, and except to restore the Premises as closely as practical to their condition prior to the exercise of the City's rights, immediately after they are disturbed by said Permitted Use.

5. CONDUCT OF THE CITY

a. Non-interference with Licensor's Operations

The City shall at all times conduct itself so as not to interfere in any way with the Licensor's use of the Premises.

b. Compliance with Laws

The City shall at all times perform the Permitted Use in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

c. Repair of Damage

The City shall, at its own expense, keep the Premises in good repair and order and tenantable condition during the term of this License, normal wear and tear excepted. The City agrees that the Licensor shall not be under any obligation to do anything to render the Premises serviceable for parking purposes.

d. Security

The Licensor is not responsible for the security of the Premises, or the use made by City thereof, which shall be the sole responsibility of City, during the times that City is using or occupying the Premises under this License.

e. Costs of Operations

The City shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.

f. Operations Limited to Permitted Use

The City shall not conduct any operations upon the Premises except for the Permitted Use under Section 1 of this License and except for any requirement set forth in this License.

6. CONSIDERATION

The City agrees to pay a lease fee to Licensor of Four Thousand, Five Hundred (\$4,500.00) Dollars per year. The City agrees to pay such fee in quarterly payments of \$1,125.00 in advance beginning on or about the Execution Date first written above.

7. RISK OF LOSS

The City agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to the City for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the City, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensor, or its employees, agents, contractors or invitees.

8. INDEMNIFICATION

To the extent allowable by law, the City agrees to indemnify, defend and hold harmless the Licensor against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or the Property or relating in any way to the City's exercise of its rights under this license; provided, however, the foregoing shall not be deemed to waive any liability the City might enjoy under Massachusetts

and/or local law nor shall it apply to any claim for which the City is immune as a government entity.

9. INSURANCE

The City shall maintain, at its sole cost and expense, commercial general liability insurance, including coverage for bodily injury, wrongful death and property damage, with a limit of at least \$1,000,000 per occurrence, which can be a combination of primary and excess. The City shall also maintain Workers' Compensation/Disability/Employers' Liability Insurance covering claims under workers' compensation, disability benefits and other similar statutory employee benefit acts which are applicable to this License.

The City shall provide the Licensor with a certificate of insurance showing compliance with the forgoing provisions, in each case indicating the Licensor, Licensor's representative, any lender and any other party requested by Licensor as additional insureds on the commercial general liability and umbrella/excess policies and shall be primary and non-contributory to any insurance Licensor and any other additional insured carries.

The current additional insured are as follows:

Newburyport Manager LLC
Newburyport Development LLC
NED Management Limited Partnership
Newburyport Operating Holding LLC
Newburyport Development Holding LLC
New England Development LLC
NED Realty Advisors Inc.
NED Newburyport LLC
NED Manager LLC
90 Pleasant Street Nominee Trust

Failure to obtain and keep in force said insurance, and failure to provide the Licensor with proof of same, shall automatically terminate this License and any rights granted herein.

10. RIGHTS OF LICENSOR TO ENTER

Licensor reserves the right and the City shall permit the Licensor and its employees, contractors, agents and invitees to enter upon and use the Premises with reasonable notice to the City.

11. TERMINATION

This License is terminable at any time by either party, provided that written notice thereof is given to the other party by certified U.S. Mail or delivered by a private express carrier such as FedEx, return receipt requested, not less than ten (10) business days prior to termination. This License shall expire on the date specified in such notice.

12. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the City any estate in the Premises or any interest in real property, nor shall this License be construed as containing a promise that the License shall have a term greater than is specified herein, that it shall not be terminated as allowed herein, or that it shall be replaced at any time by a permanent easement or other interest in land allowing City to continue its use.

13. COMPLIANCE WITH MGL CHAPTER 21E

The City covenants and agrees with the Licensor that neither the City nor any person utilizing or claiming rights under this License, nor the employees, agents, contractors, licensees, invitees or visitors of the City or any such person shall bring onto, store, generate, or permit to be stored or generated on the Premises any oil, hazardous material, hazardous waste or hazardous substance, as those terms are defined by any applicable federal, state or municipal law, rule, regulation, code or ordinance, including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq. (hereinafter “Hazardous Materials”), except for any normal and ordinary operating fluids that are self-contained and not leaking and necessary for the operation of ordinary passenger vehicles. The City shall, to the extent permitted by law, indemnify and hold the Licensor harmless from and against any claim, liability, loss, damage or expense (including attorneys’ fees and expenses and court costs, assessments and remedial or response actions) arising out of (a) any of the covenants or agreements of this paragraph, or breach thereof, or (b) the past, present or future use of the Premises involving Hazardous Materials by City or any person utilizing or claiming rights to use the Premises under the City, or the employees, agents, contractors, licensees, invitees or visitors of the City or any such person. The provisions of this section shall survive any expiration or earlier termination of this License.

14. MISCELLANEOUS

- a. This License may not be modified except in writing, duly executed by both parties.
- b. This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the License.
- c. The City is not authorized to bind or involve the Licensor in any contract or to incur any liability for or on the part of the Licensor; likewise, the Licensor, its employees, agents, contractors or invitees, is not authorized to bind or involve the City in any contract or to incur any liability for or on the part of the City.
- d. If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided,

however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

e. The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

f. This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

g. This License is to take effect as a sealed instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed on this _____ day of _____, 2024.

LICENSOR: NEWBURYPORT MANAGER LLC,
as Trustee of 90 Pleasant Street Nominee Trust

By: _____
Name:
Its: Manager

CITY: CITY OF NEWBURYPORT

By its MAYOR

Sean Reardon

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 29, 2024

THAT, The CITY COUNCIL of the City of Newburyport hereby approves the contract by and between the City of Newburyport and G. Mello Disposal Corp. of 95 Tenney Street, Georgetown, MA. The Contract Term shall commence July 1st of 2024 and the Contract Term shall be five (5) years plus one five-year extension if mutually agreed upon, subject to applicable law for all tasks, documentation, deliverables and associated services.

Said contract is attached hereto and incorporated herewith and marked Exhibit "A".

Councillor Afroz K. Khan

MEMORANDUM

To: City Council President Cameron and Council Members
From: Mayor Sean Reardon
Molly Ettenborough, Sustainability Manager
Re Solid Waste Hauling Contract
Date: April 22, 2024

The Administration is submitting the attached five-year solid waste (SW) collection and hauling contract with G. Mello Disposal Corporation for approval by the City Council. We are also looking for your input and acceptance on solid waste fees and capacity limits. Below you will find a summary of the process and considerations undertaken.

Background

The Administration and Sustainability Office have been working on SW contract procurement for the last two years with the assistance of an industry consultant and the DEP's Best Practices in Hauling Contracts Working Group. The industry landscape showed substantial rising costs on both hauling (45%) and disposal (25%). The City signed a five-year contract with disposal company Win-Waste in the spring of 2023. Because of the steep increase in costs for hauling, the City decided to sign a one-year extension with its current hauler, Mello, and then go out to bid in summer 2023.

To guide this process, Molly Ettenborough and Andrew Levine convened a solid waste hauling working group consisting of Councillors McCauley, Khan, and Shand, Board of Health Chair Dr. Robin Blair, Finance Director Ethan Manning, DPS Business Manager Tom Watkins, and several community members.

Considerations

The City had a number of considerations as it determined not just the bids but the structure and compliance of the solid waste hauling contract. The State has set ambitious goals to reduce solid waste disposal statewide by 30% by 2030 and by 90% by 2050. The City supports these goals and has attempted to set policy and practices that will align with these goals. There were a number of decision points for the City in this contracting process, including cart size, frequency of trash pickup, costs for bulk items and extra trash, and costs for organics composting. Each of these decisions will impact the cost of service for residents, the convenience of trash pick-up, and efforts to create less waste overall. The Administration relied on input from the working group and also gained community input using a community [Flash Vote survey](#).

The survey showed that residents' biggest concern was keeping the city clean and sanitary and that they also cared about reducing total waste, keeping costs down, and providing convenient service. Less important but of note were access to overflow trash bags and bulk item removal and doing more to incentivize compost.

Bid Results

The City received bids for solid waste hauling from G. Mello and Casella Waste Systems, Inc. Costs came in at another 6% above the City's current waste hauling contract, with costs reasonably lower from G. Mello after factoring in all ancillary services.

Organic Pick up City Wide

The RFP bids from Black Earth Compost, based on households (HH), are listed below. Newburyport has 9432 households.

- o 1000 HH \$150,000
- o 2000 HH \$225,000
- o 3000 HH \$312,000
- o 4000 HH \$400,000

Based on these costs and increases we have seen for solid waste, we recommend that the city maintain the current curbside composting program and free public access drop off. In addition, we will continue to develop consistent organics composting education for homeowners, downtown restaurants and non-profits. Consideration can also be given to incentives alongside of the education plan (i.e., city pays a portion of cost, cost decreases, etc.).

Frequency of Pick up

We received estimates on weekly and bi-weekly pick up from one vendor with a cost that was not substantially less for bi-weekly trash. After hearing from the [Flash Vote survey](#), it was determined that bi-weekly trash pick-up would be difficult for those with large families, small children, and/or medical needs and may create public health issues.

Trash Carts and Volume Requirements

Based on conversations with the DEP contract group and feedback from the Flash Vote survey, we determined not to employ fully automated trash service with new carts and continue with manual and semi-automated service. New trash carts would be minimally \$400,000 and sizing would be challenging particularly in the densely populated areas.

Without automation, residents will be using their own carts and to further encourage waste reduction, we looked at developing size limitations for those carts. Our current limit is 96 gallons per HH. Reducing to 64 gallons per HH is recommended at this time as this will help meet waste goals. In the future, we can look at further reductions. Under this limit, all 96-gallon carts would be removed and refused service. This is not expected to affect many households as most have 32- or 48-gallon carts.

For any additional trash over the 64-gallon limit, overflow bags would be purchased at the same locations as the bulk stickers are currently sold. The hauler and City would be responsible for enforcing the use of overflow bags. Pricing and bag sizes need to be approved by the city council.

Bulk Items

Based on the significant cost increases and what area towns are charging for bulk items, Newburyport needs to change its bulk item fee. Our recommendation for bulk stickers (Furniture, rugs, etc.) is between \$15 and \$20, up from the current cost of \$5.

Summary Findings and Follow-up Needed

- The city is following state guidelines to reduce overall waste by 30% by 2030 and 90% by 2050.
- Mello Disposal ended up the least costly bidder and the contract has been finalized **for City Council approval**.
- The trash program will remain a semi-automated recycling and manual trash program.
- The **trash collection limit will be 64 gallons (upon City Council approval)** using existing carts.
- Paid overflow bags will be used for additional trash. **Price and sizes per bag and roll need to be determined** with most communities charging between \$10 and \$12.50 for a roll of five 33-gallon bags.
- **Our recommendation for bulk item stickers is between \$15-\$20 per sticker.**
- A long-term consistent organics education and communications plan will be developed including possible future city subsidies, if warranted.
- The Administration is currently developing a private road and multi-unit complex policy for City Council/BOH approval.

"A"



City of Newburyport

60 Pleasant Street
Newburyport, MA 01950



City of Newburyport, Massachusetts

Contract

For

Solid Waste and Recyclable Materials

Collection and Transportation

Newburyport Office of Sustainability

60 Pleasant Street

Newburyport, Massachusetts 01950

TABLE OF CONTENTS

Part 1: Contract	4
1.0 Contract.....	4
ARTICLE 1.....	4
1.1.1 Work	4
1.1.2 Contract and Amendments.....	4
1.1.3 Bonds	4
1.1.4 Bank Reference and Audited Financial Statements.....	5
1.1.5 Insurance	5
1.1.6 Non-Collusion Certification.....	7
1.1.7 Indemnification and Liability	7
1.1.8 Buyout, Termination and Contractor Default	7
1.1.9 Payment for Damages	10
1.1.10 Laws and Regulations	13
1.1.11 Responsibility for Labor and Materials	13
1.1.12 Change In Law	13
1.1.13 Force Majeure	14
1.1.14 Maintenance or Service.....	14
1.1.15 All Contracts Are Subject to Appropriation	14
1.1.16 Sales Tax Exemption	15
1.1.17 Prevailing Wage Rates.....	15
1.1.18 Financial (Invoicing, Credits, Payment, Etc.).....	15
1.1.19 Quality Requirements, Standards and Procedures	17
ARTICLE 2 – City Representative	17
ARTICLE 3 – Contract Term	17
ARTICLE 4 – Contract Price.....	18
ARTICLE 5 – Applications for Payment.....	18
ARTICLE 6 – Payments	18
ARTICLE 7 – Assurance	19
ARTICLE 8 – Contract Documents.....	19
ARTICLE 9 – Miscellaneous.....	20
Part 2: Contract Specifications	24
2.1 Service Area.....	24
2.1.1 Service Recipients	24
2.1.2 Change in Service Area or Service Recipients	24
2.2 Collection Requirements for Refuse, Recyclable and Organic Materials	25
2.3 Collection Routes.....	27
2.4 Equipment – Collection Vehicles for All Services.....	27
2.5 Equipment – Dumpsters, Compactors, Carts for Refuse and Recycling Collection	28
2.6 Collections and Disposal	29
2.6.1 Refuse	29
2.6.2 Bulky Items	32

2.6.3 Yard Waste.....	33
2.6.4 Christmas Trees	34
2.7 Automated Collection of Recyclables	35
2.7.1 Collection of Recyclable Materials.....	35
2.7.2 Processing Fee/Revenue Sharing/Recycling Audits.....	35
2.7.3 Transport, Processing and Marketing of Recyclables.....	36
2.7.4 Acceptable Materials	37
2.8 Public Recycling/Downtown Business District.....	37
2.9 Special Events/Collections	37
2.10 Public Education and Outreach	37
2.11 Communication Between Service Recipient and Contractor	38
2.12 Vehicle Safety.....	39
2.13 Local Staffing and Employee Standards.....	40
2.14 Daily Contacts, Directions, Compliance with Laws, Rules, Regulations and Orders	41
2.15 Record Keeping and Reporting	41
2.15.1 Communication Between the City and the Contractor	41
2.15.2 Audits.....	42
2.15.3 Reports	42
2.15.4 Inspections	42
Part 3: Requested Forms.....	43
3.1 Certification of Non-Collusion	43
3.2 Statement of Tax Compliance.....	43
3.3 LLC Certification.....	44
3.4 Certification of Corporate Authority	45
Part 4: Attachments.....	46
Attachment A: City Description & Service Recipients	46
Attachment B: Service Specifications	47
Attachment C: Price Fluctuations & Fuel Surcharge.....	51
Attachment D: Disposal Prohibition Certification.....	52
Attachment E: Prevailing Wage Rates.....	53
Attachment F: Ordinances	56
Part 5: Price Proposals	62
5.1 Baseline Services	62
5.2 Other Services	63

PART 1: CONTRACT

CITY OF NEWBURYPORT, MASSACHUSETTS

AGREEMENT made this _____ day of _____ in the year _____, by and between City of Newburyport, Massachusetts, with offices located at 60 Pleasant Street, acting through its Mayor and City Council hereinafter called City and G. Mello Disposal Corp., with a place of business located at 95 Tenney Street Georgetown, MA 01833, hereinafter called Contractor. City and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1.

1.1.1 WORK

Contractor shall perform all the work and furnish all the vehicles, equipment and labor for the collection and transporting of all of the refuse, recyclables, bulky items, yard waste, and/or organics collected within the City during the Term of this Contract (“the Work”), all in accordance with the Contract Specifications. and this Contract (the “Work”) and such included herein full by reference.

Contractor shall furnish all materials, supplies, equipment, labor, and other services necessary in a proper and thorough manner to properly perform the services stated in this Contract and to the satisfaction of the City.

1.1.2 CONTRACT AMENDMENTS

To the extent that federal, Massachusetts or local laws and regulations, mandate changes to this Contract, including changes with respect to recycling collection, the Parties agree to amend the Contract and program delineated herein to conform to such new statute or regulation, without dissolution of the basic agreement and the Contract price adjustment would be negotiated between the parties.

1.1.3 BONDS

a. At the signing of this contract the City is not requesting a performance bond or letter of credit at this time. In the future and in lieu of a performance bond, the City may request that the Contractor deposit with the City an irrevocable letter of credit drawn on a Massachusetts or national bank made payable to the City. If the letter of credit is requested, to replace the performance bond, the letter of credit shall be in the amount of One Hundred percent (100%) of the total Contract price. Said letter of credit shall be executed yearly if requested, and shall be a condition precedent to the Contract and any renewal thereof or extension thereto. The form of the letter of credit and the issuing financial institution are subject to prior approval by the City.

1.1.4 BANK REFERENCE AND FINANCIAL STATEMENTS

If requested by the City, the Contractor will provide in person to the City at least two (2) financial credit references showing the credit history of the Contractor from banks or other financial institutions dealing with the Contractor on a regular basis. If requested by the City, the Contractor must also submit to City in person the previous two (2) years of audited financial statements. The City shall, within the limits of its ability and as permitted by law, maintain the confidentiality of any such materials labeled as “Confidential” by the Contractor.

1.1.5 INSURANCE

a. General

i. The insurance coverage listed below must be maintained during the life of the Contract. Prior to beginning work under this Contract, the Contractor must provide the City with certificates of insurance, acceptable to the City, showing each of the insurance policies required under this Contract, the insurance company, policy number, any endorsements, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates.

ii. Insurance shall be provided by insurers authorized to transact business in Massachusetts and having at least an "A" Best's Rating and a Class VII financial size category. Insurance policies shall contain a provision or endorsement stating that coverage will not be canceled, or renewal refused unless at least thirty-days (30) prior written notice has been delivered or mailed to the City and the Contractor. Certificates of insurance shall contain a statement confirming the thirty-days' (30) prior written notice. Any coverage that expires during the period in which it is to remain in full force and effect shall be renewed and a certificate filed with the City within fifteen (15) days of the renewal. The City reserves the right to request certified complete copies of all policies and endorsements required under this Contract at any time during the Contract term.

b. Worker’s Compensation Insurance – The Contractor, at its own expense, must maintain during the life of the Contract workers’ compensation insurance for officers, agents and employees under or in connection with this contract with policy limits (with respect to all coverage) of not less than the statutory minimum including without limitation coverage for: the payment of compensation and the furnishing of all benefits referred to in M.G.L. Chapter 152, as amended, disability benefits and other similar benefits which are applicable to the work which is the subject matter of the Contract, employers liability coverage, voluntary coverage providing compensation for private entities performing work at the site who are exempt from the legal obligation to procure and maintain workers compensation coverage on account of the number of employees or occupation, and occupational disease benefits.

c. General Liability – The Contractor, at its own expense, must maintain during the life of the Contract general liability insurance written on an occurrence basis, including without limitation the following coverage: bodily injury and death liability; personal injury liability (with no employee exclusion); independent Contractor protective liability; broad form property damage (with X, C, and U coverage) and contractual liability. This insurance shall not contain a care, custody and control exclusion. This insurance shall be written with respect to all coverage, for

not less than the following policy limits: \$1,000,000 each occurrence; \$3,000,000 aggregate. This policy shall contain a waiver of subrogation in favor of the City.

d. Comprehensive Business Motor Vehicle Liability – The Contractor, at its own expense, must maintain during the life of the Contract comprehensive business motor vehicle liability insurance written on an occurrence basis, with no deductible including without limitation coverage for: bodily injury and death liability; property damage and any other hazard arising out of the ownership, maintenance or use of motor vehicle. Such coverage shall be in accordance with Applicable Law, including, but not limited to, the automobile insurance and hazardous waste transport liability laws and regulations of the United States, the Commonwealth of Massachusetts, and any other states where the Contractor may maintain its principal place of operation and/or staff or maintain personnel or equipment. This insurance shall be written with respect to all coverage, for not less than the following policy limits: \$1,000,000 each occurrence.

e. Pollution and Hazardous Waste Liability

i. The Contractor, at its own expense, must maintain during the life of this Contract, pollution and hazardous waste liability insurance coverage. “Hazardous Materials” as used herein shall include substances defined or classified as a “hazardous substance,” “toxic substance,” “hazardous material,” “hazardous waste,” “hazardous pollutant,” or “toxic pollutant,” or otherwise denominated as hazardous, toxic, or a pollutant in: (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended (CERCLA); (B) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended (“RCRA”); (C) the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws Chapter 21C, as amended (“Chapter 21C”); (D) the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws Chapter 21E, as amended (“Chapter 21E”); (E) any other Federal, State, or local law or ordinance addressing the protection of human health, safety, welfare, or the environment, as amended or (F) regulations promulgated pursuant to CERCLA, RCRA, Chapter 21C, Chapter 21E, or other applicable environmental laws, as amended.

ii. This insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport, and disposal of Hazardous Materials and/or abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include legal defense and clean-up costs. The policy date or retroactive date shall predate this Contract and the termination date of the policy or applicable extended reporting period shall be no earlier than one month after the end of the Contract. This insurance shall be written with respect to all coverage, for not less than the following policy limits: \$1,000,000 each occurrence; \$3,000,000 aggregate. This coverage may be provided through a separate pollution and hazardous waste liability policy, or through a general liability or errors and omissions policy which does not

contain a pollution exclusion, and which meets the requirements set forth in this paragraph.

f. Umbrella Liability – The Contractor, at its own expense, must maintain during the life of the Contract umbrella liability insurance of at least: \$2,000,000 each occurrence, \$2,000,000 aggregate.

g. Additional Insureds – All policies listed above, except for worker's compensation and professional liability, shall name the City of Newburyport as an “Additional Insured”.

1.1.6 NON-COLLUSION CERTIFICATION

a. A Contractor must submit a signed copy of Non-Collusion Certification found in Part 4, upon execution of this Agreement, as if same were required under M.G.L. Chapter 30B, Uniform Procurement Act.

1.1.7 INDEMNIFICATION AND LIABILITY

a. The Contractor acknowledges and agrees that it is responsible, as an independent Contractor, for all operations under this Contract and for all acts of its employees and agents hereunder, and agrees that it will indemnify, defend (with counsel approved by the City) and hold harmless the City and its officers, Council members and employees from and against any loss, damage, accidental death, operator injury, cost, charge, expense (including attorney fees), demand and claim whatsoever, including, without limitation, those arising due to (i) Contractor’s breach of this Contract, or (ii) regarding an act undertaken hereunder including relative to the collection, transportation, use, and disposal of solid waste, hazardous waste, recyclables and/or organics, which may be made against it or them, or (iii) any alleged act, action, neglect, omission or default on the part of the Contractor or its agents, subagents or employees, and Contractor will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney fees and expenses for counsel acceptable to the City. If any claim is made by the City resulting in a final conclusive non-appealable judgement or ruling from a Court or an independent arbitrator that the City has suffered damages, the City may retain out of payments to the Contractor, then or thereafter, a sufficient amount equal to such damages.

In any event that the City is sued or becomes subject to administrative action because the Contractor has failed to properly Collect, process or dispose solid waste, hazardous waste, recyclables, organics or other materials that the Contractor is obligated to undertake pursuant to this Contract, full restitution will be made to the City for all expenses, fees, fines or other costs or charges incurred by the City therefore. The provisions of this section 1.7 shall survive the termination or expiration of this Contract.

1.1.8 BUYOUT, TERMINATION AND CONTRACTOR DEFAULT

a. Buy-out clause. In the event the Contractor sells transfers or relinquishes, whether voluntarily or by operation of law, ownership interest in the business entity identified under this Contract, this Contract shall terminate unless prior written consent has been granted by the City. The prior

sentence shall not apply to transfers from one shareholder to another shareholder or to family members of a shareholder or to related parties such as a revocable estate planning trust of a shareholder, or the merger of the Contractor with and into another entity if a majority of the ownership of the entity emerging from the merger is owned by individuals who own at least a majority of the Contractor prior to the merger- – so long as the Contractor provides the City all of the necessary documentation in order to determine whether such a transfer will or has occurred. (all collectively, “Excluded Ownership Changes”). The Contractor shall notify the City in not less than thirty (30) days of any actual or proposed change in control of, or transfer of or acquisition by another party of control of, said business entity, and include such necessary documentation. For purposes of this Contract, the word “control” as used herein shall not be limited to major stockholders but includes actual working control in whatever manner exercised. Any approval by the City of transfer or ownership or control shall be contingent upon the provision of the necessary documents, and the perspective controlling party becoming a signatory to this Contract and otherwise complying with all the terms and conditions herein. No sale, transfer, or acquisition by another party of control of said business entity shall be approved unless the perspective controlling party submits a performance bond to the City and holder of such bond and amount of said bond to be determined solely to the City’s satisfaction.

b. Termination

- i. The right of the Contractor to perform this Contract may be terminated by the City in the event the City finds the Contractor to be in default for non-performance, including, but not limited to failure of the Contractor to complete work as set forth in the Specifications, and the City has provided written notice of such default to the Contractor and it has failed to cure such default. Thereafter, the City may have the service performed by others and the Contractor shall agree to accept liability for all costs to the City in excess of the Contract price for the remaining portion of the Contract.
- ii. The City may terminate this Contract immediately upon written notice to the Contractor in the event the Contractor fails to provide and maintain a letter of credit, if letter of credit is requested, uninterrupted, valid insurance policies and endorsements as required by this Contract, or fails to provide proof of insurance or letter of credit, if letter of credit is requested, as required by this Contract.
- iii. The City may terminate this Contract in not less than thirty (30) calendar days upon written notice to the Contractor if the City fails to appropriate funds for the purposes of providing services under this Contract.
- iv. If the Contractor is found disposing of the collected materials without a permit in any town or city that requires such a permit, the City may, at its election at any time thereafter, terminate this Contract. The City shall give a written 30-day notice thereof to the Contractor specifying the effective date of such notice and upon the date so specified that the contract shall be terminated unless the reasons for the termination have been corrected by the Contractor. If the City is in default of its obligations under this Contract, Contractor may terminate this Contract if the City fails to cure the default within ten (10) days of receipt of written notice. Termination shall not prejudice or waive any rights or action which City may have against Contractor up to the date of termination. Any termination pursuant to any Section of this Agreement shall not prejudice or waive

any rights or action which the Contractor may have against the City up to the date of termination.

c. Assignment and/or organization changes.

The Contractor shall not assign the Contract nor sublet it in whole or in part, or delegate any of the work to be performed to any other person, firm, company, corporation, or organization without the prior written permission of the City, which shall not be unreasonably withheld. The Contractor shall not assign any monies due, or to become due to it under this Contract, without the previous written consent of the City.

Other than any Excluded Ownership Change, the bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of the Contractor, or any assignment for the benefit of creditors, shall, at the election of the City:

- i. Terminate this Contract with all pertinent contractual conditions contained herein affected in favor of the City.
- ii. Fully obligate the newly formed organization, corporation and/or legal entity to fulfill all terms and conditions of the Contract, and to perform or supply items in accordance with the specifications or descriptions contained herein.
- iii. Failure of any subcontractor to perform shall not relieve the Contractor of its obligation to fulfill the terms and conditions of the Contract as set forth herein.

d. Contractor Default

- i. If the City seeks a declaration of default, the City shall first provide written notice specifying the nature of the alleged default(s) to the Contractor. For default due to abandonment of work, the Contractor shall have not more than two (2) calendar days from receipt of default notice to commence remediation or to contest declaration of default in written reply to the City. If the Contractor makes a timely contest of the declaration of default for abandonment, the Contractor shall have not more than seven (7) calendar days from receipt of default notice to remedy or commence remediation of default(s). For default due to all causes other than abandonment of work, the Contractor shall have not more than seven (7) calendar days from receipt of default notice to remedy or commence remediation of default(s).
- ii. If the Contractor fails to remedy or commence remediation within the specified time after receipt of default notice, the City may declare the Contractor to be in default. The City shall provide the Contractor with written notice of declaration of default. Except as provided in d.i.. above, written declaration of default, Contractor shall have seven (7) business days to cure such default. If Contractor fails to cure the default, the City may proceed to take over some or all of the services done by the Contractor pursuant to this contract. If the Contractor wishes to contest the declaration of default by the City, the Contractor shall provide written notice of its intent to contest the declaration of default not more than seven (7) calendar days after receiving the declaration or default. Failure to provide such written notice shall constitute a waiver of any defense to the declaration of default. If the Contractor properly contests the declaration of default, the Contractor and

the City shall seek resolution of the dispute through a declaratory judgment or other action, on an expedited basis, in a court of competent jurisdiction.

iii. In the event the City shall make a declaration that the Contractor is in default under this contract, other than addressed herein before this Section, the City shall have the option to, without relieving or waiving the Contractor's obligations to perform under this contract, make such payments or perform such acts as the City deems necessary to provide such service, but only if Contractor has failed to commence remediation or cure of the default within seven (7) calendar days. The Contractor shall reimburse the City for any payments made or costs incurred by the City to provide such services during any period the Contractor fails to perform such services. If any Court or arbitrator issues a final conclusive non-appealable judgment or ruling that the City is entitled to reimbursement, then the City shall also have the option to deduct the amount of such reimbursement from sums otherwise due to the Contractor under this contract.

iv. Default of the contract shall be considered cause for termination of the contract where default is not cured as set forth above.

1.1.9 PAYMENT FOR DAMAGES

a. Liquidated Damages – The Contractor agrees that the City is damaged by the Contractor's failure to collect refuse, recyclables or any other materials defined in this Contract, but that the amount of those damages would be difficult to determine. Should the Contractor's failed collection or other performance deficiency result in the City contracting with another firm to perform the work, then the Contractor will be liable to the City for a sum equal to the amount by which the cost of such other firm to perform such work exceeds the Contract price due hereunder to the Contractor to perform such work, and the City's costs in securing such other firm to provide the work, including administrative, legal, and related costs. In addition to the damages set forth above, In addition to the damages set forth above, the Contractor further agrees that the liquidated damages set forth below are fair and reasonable compensation to the City for the Contractor's failure to perform. Contractor shall have ten (10) business days to dispute an assessment of liquidated damages under this Section by providing written notice of dispute to the City's Representative.

If Contractor fails to dispute the underlying facts concerning the assessment of liquidated damages within that time frame, the assessment of liquidated damages is deemed accepted. The Contractor shall not contest the amount of the liquidated damages assessed.

Liquidated Damages

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|--|-------------------------|
| 1. Failure to immediately pick up material spilled during collection. | \$100.00 per occurrence |
| 2. Failure to promptly pick up waste spilled during haul in City or out-side City boundaries if the City receives a complaint of such spill. | \$250.00 per occurrence |

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| 3. Willful mishandling of wheeled carts. | \$100.00 per occurrence |
| 4. Replace wheeled carts if broken. | Contractor will facilitate repair |
| 5. Failure to place wheeled carts in an upright position at approximately the same location upon emptying. | \$25.00 per occurrence |
| 6. Failure to return emptied containers or lids to the location from which they were collected, throwing or damaging containers/lids or leading containers/lids in the streets, driveways or other locations such that they obstruct traffic or pose a hazard. | \$50.00 per occurrence |
| 7. Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection Route or by 9:00 am. of the following day if so authorized by the City. | \$50.00 per occurrence |
| 8. Failure to collect appropriate materials properly set out from two (2) or more residents on the same day of the regular Collection Route, or by 9:00 am. of the following day if so authorized by the City. | \$100.00 per occurrence |
| 9. Failure to pick up from any single address more than one time in up a given month or three times in a six-month period when the driver or Contractor is at fault. | \$100.00 per missed pick |
| 10. Continued violation of traffic laws, ordinance, regulation or policy during collection and haul, after written notice to correct from the City. | \$250.00 per occurrence |
| 11. Except in the downtown business area, as defined here , beginning any single collection route prior to 7:00 am. 3:00 pm without notifying the City. | \$250.00 per day finishing after |
| 12. Use of unmarked or uninspected collection vehicles. | \$250.00 per occurrence |
| 13. Failure to clean vehicle or conveyances as provided for in this Contract. | \$100.00 per occurrence |
| 14. Failure to repair or neglect wheeled carts and dumpsters damaged by Contractor at its sole cost and expense within seventy-two (72) hours of receiving notice from the Sustainability Office. | \$200.00 per occurrence |
| 15. Collecting solid waste from carts / bags/barrels that do not comply policies, rules, regulation, ordinances, law etc. | \$250.00 per with City |
| 16. Disposing of as trash, those recyclable materials appropriately set out for recycling. | \$1,000 per occurrence
\$5,000 per truckload |
| 17. Failure to report truck breakdown or accident within 30 minutes. | \$100.00 per occurrence |

18. Failure to maintain direct phone links between the City and the lead trash and recycling drivers, as well as their supervisor and also, failure to maintain direct phone or radio contact among all vehicles.	\$100.00 per occurrence
19. Failure or neglect to furnish a schedule or revised schedule of collection and disposal.	\$500.00 per occurrence
20. Commingling materials during collection under this Contract With 1,000.005,000 per occurrence materials not collected under this Contract, even if the City will not be billed.	
21. Delivering any waste other than described in this Contract ton to disposal sites that will be billed to the City without prior approval.	\$1,000.00 per
22. Failure to submit weight slips for materials collected through this Contract.	\$50.00 per missing slip
22, Submitting weight slips for materials not collected through this contract.	\$2,500.00per occurrence
24. Failure to correct billing error(s) within one week after notification by City.	\$100.00 per occurrence
25. Failure to provide prevailing wage rate information as required under this Contract.	\$500.00 per incident
26. Failure to maintain customer service phone number or online communication tool for service recipients.	\$100.00 per 4 hours
27. Use of collection vehicle during dedicated collection and transportation in the City for the collection and/or haul of waste other than provided for under the provision of this Contract.	\$2,500. per occurrence
29. Failure to leave non-compliance/non-collection notices or material for trash that is over the limit.	\$50 per occurrence
30. Failure to leave non-compliance/non-collection notices or material for trash comingled with recycling or for unacceptable recycling.	\$50 per occurrence
31. Failure to comply once negotiated in good faith with an order of the City to increase or change the number of vehicles when necessary for the fulfillment of the Contract.	\$250 per occurrence
32. Failure to have a small truck available to get down tight streets and to be available within twenty-four (24) hours.	\$250 per occurrence
33. Failure to submit Daily Log/Ticket on a monthly basis as prescribed in section 1.1.18.	\$50 per occurrence
34. Failure to pay Educational and Cultural Funding	Deducted from Payment

1.1.10 LAWS AND REGULATIONS

- a. Contractor shall comply with all federal, state and local laws and regulations in its performance under this Contract. The Contractor shall keep itself fully informed of all state and federal laws, and local bylaws and regulations and of all such order or decrees of judicial or administrative bodies that affect its work under the Contract.
- b. Except where caused by Unacceptable Waste, as defined in Part 2 Specifications, Contractor shall hold harmless, protect, defend (with counsel approved by the City) and indemnify the City and the City Council and their officers and agents against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by himself or his employees. Any additional costs associated with Contractor's compliance with applicable Federal, State and local laws shall not be chargeable to and payable by the City and shall not cause an increase in the payments otherwise due to the Contractor. The provisions of this paragraph shall survive the expiration or termination of this Contract.
- c. Whenever, by reason of the condition of the container or of the contents thereof, solid waste, recyclables, organics or other materials cannot be collected, the Contractor shall notify the City in writing and explain the reasons, therefore. The Contractor shall receive title to all such materials collected under this Contract. The Contractor and City will work together to investigate the matter to determine owner of material and proper disposal solution. The contractor shall receive title to any recycling material once that material is commingled and or aggregated with the Contractor's material. The provisions of this paragraph shall survive the expiration or termination of this Contract.

1.1.11 RESPONSIBILITY FOR LABOR AND MATERIALS

- a. The Contractor further agrees that it will pay for all labor performed or furnished, and for all material used or employed, and for the rental or hire of vehicles, and other equipment used or employed in the carrying out of this Contract, and shall pay all persons who contract with the Contractor for labor and materials on account of the work herein contemplated; and that it will furnish the City, upon request, with evidence satisfactory to the City that all persons who have done work or furnished anything under this Contract and all claims of private corporation or individuals for damage of any kind caused by the delivery of said work have been fully paid or satisfactorily secured. In the event that such evidence is not furnished, the City may cause to be retained out of any amount due the Contractor sums sufficient to cover any such unpaid claims. While it is understood that the security required to be given by the Contractor to satisfy the condition of statutory law or otherwise is furnished by his giving the bond accompanying this Contract, the City may nevertheless cause any monies retained or to become due to be held and applied to the payments for labor or materials for which security is required under the provisions of law.

1.1.12 CHANGE IN LAW

a. Any amendment, modification or superseding of any applicable law, regulation, by-law or ordinance, affecting contractor's performance under the terms and conditions hereof, and contractor's compliance with such resulting law, regulations, or by laws, shall not be deemed breach of this agreement.

1.1.13 FORCE MAJEURE

a. Neither the Contractor nor the City shall be liable for the failure to perform their duties if such is caused by a circumstance not within the reasonable control, directly or indirect, of the party affected, but only if and to the extent that (a) such circumstance, despite the existence of reasonable due diligence, cannot be or be caused to be prevented, avoided, or removed by such party, (b) such event is not due to such party's negligence or intentional misconduct, (c) such event is not the result of the failure of such party to perform its obligations under this Agreement, (d) such party has taken all reasonable precautions, due care and reasonable alternative measures to avoid the effect of such event and to mitigate reasonably the consequences thereof, and (3) such party has given the other party prompt notice thereof. Subject to the foregoing conditions, such events shall only include the following, if material: riot, war, act of God, extreme weather conditions (each a "Force Majeure Event"). Whenever a Force Majeure Event shall occur, the party claiming to be adversely affected thereby shall, as promptly as practicable, use all reasonable efforts to eliminate the cause therefore, reduce costs and resume performance under this Contract. Continued prevention from the performance by such causes for periods aggregating thirty (30) or more days shall be deemed to render performance impossible, and wither party shall thereafter have the right to terminate this Contract.

b. Contractor may not interrupt the regular schedule and quality of service hours because of weather conditions or street repairs or closures without City's prior written approval, as more specifically described in Part 2, Specifications.

1.1.14 MAINTENANCE OF SERVICE

a. Notwithstanding anything else to the contrary under this Contract if by reason of strike, work stoppage or slowdown, etc., Contractor shall become hindered, slowed or otherwise unable to perform under this contract, Contractor shall assign whatever management or other personnel or necessary back up equipment from Contractor including but not limited to Contractor personnel from other districts in Massachusetts to provide sufficient manpower to provide the same/continuing level of services to the City.

1.1.15 ALL CONTRACTS ARE SUBJECT TO APPROPRIATION

a. The compensation provided by the Contract, and any extension there, for any services to be rendered is subject to the availability and appropriation of funds, provided, however, that in the event that funds for compensation pursuant to this Contract are not available or have not been appropriated, the Contract shall be terminated and the City shall have no further liability to the

Contractor under this Contract. The Contractor shall be entitled to compensation for all services satisfactorily performed prior to the expiration of the last fiscal year for which an appropriation is available for this purpose.

1.1.16 SALES TAX EXEMPTION

a. The City is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto, and shall not be responsible for paying any such taxes in connection with this Contract.

1.1.17 PREVAILING WAGE RATES

a. The Contractor shall make himself aware of the provisions of Massachusetts General Law, Chapter 149, Section 27F and 31 before filing a Proposal with City. This law refers to the prevailing wage rate minimums as set forth by the Massachusetts, Department of Labor and Industries, 100 Cambridge Street, Boston, MA 02202. The rate schedule and the appropriate regulations relating to the subject law will be upheld and in force for all Contracts set by the Contractor and City. The CONTRACTOR shall determine whether or not his business falls under any of the wage rates categories and shall set its Contract prices accordingly. The City will make available copies of the latest edition of the prevailing wage rates as determined by the Department of Labor and Industries. The prevailing wage schedule is attached to this Contract; see Attachment E.

1.1.18 FINANCIAL (INVOICING, CREDITS, PAYMENT, ETC.)

a. Requirements for Invoicing. The Contractor shall submit written invoices to the City for all services, including collection and disposal services and emergency services, at the end of each month of service. The Contractor shall submit to the City an invoice not more than ten (10) working days after completion of the last collection of the previous month for payment of service performed under this contract. The invoice from the Contractor must include:

- i. A breakdown of deliveries to the waste disposal facility showing date, material type and location of all collection types (roll-offs).
- ii. A breakdown of curbside recycling material deliveries to the Mello Transfer Station showing load weight and dates.
- iii. The monthly invoice from third party recycling materials processor. If needed, a copy of contract between Contractor and the third-party processor and any link to the appropriate page of the website, publication(s) (e.g. www.secondarymaterialspricing.com) that shows the commodity prices used to calculate the fee for processing the City's recyclable materials.
- iv. Original certified weight receipts shall be submitted with the corresponding invoice.

v. Separate itemized charges for curbside and roll-off services provided to the City.vi. All additional services like bulky waste collection (whether City or contractor are the responsible party) must be specified as a separate line item on invoices.

b. Review and Payment of Invoices. The City shall promptly review all monthly invoice(s) submitted by the Contractor. The City shall notify the Contractor of any discrepancies or deficiencies not more than seven (7) business days after the receipt of said invoice(s). The Contractor shall meet with the City after not more than seven (7) business days of receipt by the Contractor of said notice of discrepancy or deficiency to resolve any such dispute, to provide any statements or documentation requested by the City, and provide any statements or documentation to support claims of the Contractor.

The City shall pay approved, satisfactory and complete invoices on a net thirty (30) day basis after approval by the City. In the event that the City notifies the Contractor of any discrepancies or deficiencies in a monthly invoice, the City shall pay the Contractor any undisputed amounts on a net thirty (30) day basis after said notice by the City.

The City shall pay disputed amounts on a net thirty (30) day basis after resolution of dispute with the Contractor. If any amount listed on the invoice(s) remains in dispute after discussion of the invoice pursuant to this section, payment is subject to adjustments as set forth below.

c. Adjustments to Payments. In the event that the Contractor fails to provide services as provided under this Contract, and fails to cure within a reasonable time period after receipt of written notice from the City, the Contractor shall reimburse the City for all costs incurred by the City to provide such services.

d. In the event the Contractor fails to maintain or submit adequate and accurate records pursuant to this Contract or by law, or fails to maintain records for services performed under this contract separate from records for other services, and the City incurs any cost for the creation, recreation, correction or maintenance of such records, the Contractor shall reimburse the City for any and all such costs incurred by the City.

e. If the City makes any payments or incurs any cost for which the City is entitled to reimbursement from the Contractor pursuant to this contract, the City shall have the option to deduct such reimbursement from any payment due to the Contractor from the City. The City shall submit to the Contractor written documentation in support of such deduction upon request of the Contractor. In the event the City does not deduct such reimbursement from the payment due to the Contractor, but submits an invoice to the Contractor for reimbursement, the Contractor shall reimburse the City in not more than fifteen (15) days of receipt of said invoice.

f. Annual Adjustment to Compensation during Contract Years 2 – 5. Adjustments to compensation at the end of every fiscal year during the course of the contract must be calculated based on the factors identified in Article 4, Contract Price. Quarterly adjustments for fuel must be calculated based on the factors identified in Attachment C– Fuel Adjustment.

1.1.19 QUALITY REQUIREMENTS, STANDARDS AND PROCEDURES

a. General

i. Compliance. The Contractor shall provide all services in compliance with the terms, requirements, specifications and procedures of this Contract. The procedures for the occurrence of planned or unplanned deviations and corrective action are included in this section or with more specificity in other sections as appropriate.

b. Deviation

i. Planned Deviation. Should the Contractor anticipate the necessity for a temporary deviation from any term, requirement, specification, standard or procedure of this Contract, the Contractor shall request written authorization from the City permitting the planned deviation prior to the implementation of the requested deviation.

ii. Unplanned Deviation. Except in the case of a Force Majeure Event, any unplanned deviation, variance or failure to comply with any term, requirement, specification, standard or procedure set forth in this contract shall be prohibited and shall result in any corrective action as determined by the City.

iii. Corrective Action. The Contractor shall thoroughly investigate the circumstances, events, actions and other observations leading up to and occurring at the time of a planned or unplanned deviation in order to identify the cause. When the cause has been confirmed, corrective action shall be developed and immediately implemented to prevent further repetition. Copies of all documents including reports of, or interrelated with incident, corrective action and quality improvement plan shall be submitted, upon request, to the City.

Except in the case of a Force Majeure Event, if the Contractor shall fail to comply with any requirement, specification, standard or procedure of this contract the Contractor shall be subject to any corrective action or other action by the City as provided by this contract or by law.

ARTICLE 2. CITY REPRESENTATIVE

1.2.1 The City's Representative for this project is the Director of Sustainability or their designee, who will act in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TERM

1.3.1 The Contract Term shall commence July 1st of 2024. The Contract Term shall be five (5) years plus one five-year extension if mutually agreed upon, subject to applicable law for all tasks, documentation, deliverables and associated services.

1.3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will ensure daily completion within the hours of 7 AM to 3 PM, unless in downtown business district as defined under Liquidated Damages #11

page 10 and unless there are extenuating circumstances that the Contractor will communicate to the City.

ARTICLE 4. CONTRACT PRICE

1.4.1 City will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the price agreed upon in the Contractor's Term sheet dated November 3, 2023 attached to this Contract. The amount of this Contract is based on a 3.5 % increase per year as follows:

Year One: \$1,630,800 for the period July 1, 2024-June 30, 2025

Year Two: \$1,687,878 for the period July 1, 2025-June 30, 2026

Year Three: \$1,746,953.73 for the period July 1, 2026-June 30, 2027

Year Four: \$1,808,097.11 for the period July 1, 2027-June 30, 2028

Year Five: \$1,871,380.51 for the period July 1, 2028-June 30, 2029

1.4.2 Contract prices are subject to be reduced if either the Contractor or City request automated collection for trash or if recycled material is brought to a closer material recovery facility such as Green Works in Peabody, or one within a 25-mile radius. Reduction rates will be negotiated based on Contractors' RFP response dated November 3, 2023 (\$78,0000 less per year).

ARTICLE 5. APPLICATIONS FOR PAYMENT

1.5.1 Contractor shall submit Applications for Payment in accordance with Section 6 below. Applications for Payment will be processed by the City's Representative as provided in the Conditions of the Contract.

ARTICLE 6. PAYMENTS

1.6.1 In consideration for performance of the work in accordance with the requirements of this Contract, the City shall pay the Contractor the prices set forth in Article 4 Contract Price, and otherwise in accordance with Section 1.18 hereof.

1.6.2 If the City objects to all or part of any invoice, the City shall notify the Contractor in writing with the timelines described in Section 1.18.

1.6.3 No payment by the City to the Contractor shall be deemed to be a waiver of any right of the City under this Contract or ratification by the City of any breach hereof by the Contractor.

1.6.4 City's right to stop work: If the work is defective, or Contractor fails to supply sufficient skilled workers or suitable equipment, including back-up equipment as described in Part 2, Specifications, to perform this scope of work in such a way that the completed work will conform to the Contract Documents, the City may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of City to exercise this right for the benefit of Contractor, any subcontractor, any supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

ARTICLE 7. ASSURANCE

1.7.1 Contractor has familiarized himself with the Contract Documents, the Work, local conditions, and Federal, State and local laws, bylaws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work. The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

1.7.2 Contractor has given the City's representative written notice of any conflict, error or discrepancy that he has discovered in the Contract Documents and the written resolution thereof by the City's Representative is acceptable to Contractor.

1.7.3 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

1.8.1 The Contract Documents which comprise the Contract between City and Contractor are attached hereto and made a part hereof and consist of the following:

- Proposed Contract
- Contract Specifications
- Term Sheet
- Prevailing Wage
- Non-collusion form
- Tax Compliance form
- Certificate of Corporate Authority
- Certificate of Insurance (to be provided by Contractor)

1.8.2 Any inconsistency between any of the terms of the documents listed in Section 8.1 and this Contract shall be negotiated in good faith between the parties with the utmost due diligence on behalf of the City's taxpayers.

ARTICLE 9. MISCELLANEOUS

1.9.1 Neither the City nor the Contractor shall, without the prior written consent of the other, which consent will not be unreasonably withheld, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

1.9.2 By entering into this Contract, the Contractor certifies under penalties of perjury that its proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

1.9.3 The Contract Documents constitute the entire Contract between City and Contractor and may only be altered, amended or repealed by a written amendment executed by both parties by their respective duly authorized representatives.

1.9.4 Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance, or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Essex County, MA, and in no other court or jurisdiction. No action or failure to act by either party shall constitute a waiver of a right or duty afforded under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by either party shall be construed as a waiver or in any way limit the legal or equitable remedies available to the party. No waiver by either party of any default or breach by the other party shall constitute a waiver of any subsequent default or breach.

1.9.5 The Contractor acknowledges that it has not been influenced to enter into this Agreement, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

1.9.6 The Contractor shall maintain the confidentiality of information designated by the City as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the City has expressly waived such confidentiality in advance in writing. The Contractor shall not represent or purport to represent that it speaks for the City vis-à-vis the media or the public at-large without the City's express, written consent in advance. No waste material provided to Contractor for disposal or processing under this Agreement shall be considered confidential.

This Contract and the subject matter thereof is subject to the Massachusetts Public Records Law.

1.9.7 If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

1.9.8 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

1.9.9 This Agreement is executed in 4 copies as a sealed instrument.

1.9.10 The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), gender identity, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap; and the Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

1.9.11 Without limiting the Contractor's obligation in Section 1.7, the Contractor shall compensate the City for all damage to City property of any nature arising out of the Contractor's negligence or willful misconduct in the performance of the work. Contractor shall not be responsible for normal wear and tear to driving surfaces caused by the weight of Contractor's vehicles.

Neither the City, nor its officers, employees, Council, committees, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any federal, Massachusetts or City statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract, except to the extent such violation, damage, or breach is caused by the negligence or willful misconduct of such party.

1.9.12 The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood-altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on City property during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the City shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

1.9.13 Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smoke-free Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the City.

1.9.14 To the extent permitted by law, for each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the City that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the City, the Contractor shall not assign such employee to perform services for the City, and such employee shall not be authorized to perform services for the City. The City shall be permitted to keep such information provided by Contractor in its files.

1.9.15 The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Agreement in accordance with the applicable professional standards in the eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Agreement or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Agreement, such that the Contractor's obligations under the Agreement will be carried out in a prompt, safe, and professional manner. Contractor shall comply with all provisions of law applicable to his work including without limitation statutes, by-laws rules, regulations, orders, and directives. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein. Contractor shall comply with all applicable provisions of law and regulation as specified by the Williams-Steiger Occupations Safety and Health act of 1970, as amended.

1.9.16 Contractor shall provide services under this Contract as an independent Contractor with the City and Contractor and its employees shall not be entitled to receive any benefits of employment with the City, including, without limitation, salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in quadruplicate. All portions of the Contract Documents have been signed or identified by City and Contractor.

This Agreement shall become effective on _____, 2023

City:

MAYOR

Contractor:

By:

(CORPORATE SEAL)

Address for giving notices:

Address for giving notices:

60 Pleasant Street
Newburyport, MA 01950

PART 2: CONTRACT SPECIFICATIONS

2.1 SERVICE AREA

2.1.1 Service Recipients - Eligible Service Recipients – for collection of materials specified in this RFP in the City include:

- a. Single family, two family and three family homes
- b. All Condominiums as listed in Attachment B
- c. Newburyport Housing Authority
- d. Churches, Temples and other houses of worship.

Attachment A – City Description and Eligible Service Recipients provides the approximate breakdown of currently Eligible Service Recipients by property type. Those residential properties and those currently collected via curbside collections shall continue to be collected curbside. The City shall be allowed, in its sole discretion, to increase the number of new service recipients to be serviced by the Contractor at no additional cost to the City, up to five (5%) percent of the quantity of the total units stated in the contract. For all units added by the City in excess of five (5%) percent of the quantity of the total units stated in the contract, the city and contractor shall negotiate an appropriate adjustment to Contractor's compensation for such excess quantity.

Attachment B - provides greater detail on service recipients, including condo complexes, municipal buildings, collection frequency and the location of all dumpsters/compactors to be serviced by Contractor. Additional information on service recipients (such as private roads and condo complexes) can be found in the City's ordinances under Chapter 8 Article 3 Solid Waste.

2.1.2 Change in Service Area or Service Recipients

a. Each Contractor's proposal for collection and transportation shall be itemized to detail service to all Eligible Service Recipients, all municipal facilities and all schools as listed in Attachment B. The proposal shall include the cost to collect from up to 5% additional new residences and/or facilities that may be added during the term of the contract.

b. The City will notify the Contractor of any additions or deletions of collection service recipients, and, at such time, the Contractor shall initiate or terminate service within seven (7) calendar days of receiving notice from the City.

2.2 COLLECTION REQUIREMENTS FOR REFUSE AND RECYCLABLE MATERIALS

a. Frequency of Collection –

1) All curbside collection of Refuse and Recyclables shall be performed during specified hours on Monday through Friday, see section b below. Dumpsters may be emptied on Saturdays, if necessary or if requested by the City.

2) Delayed curbside collection of Refuse and Recyclables may occur during a week of an Observed Holiday, listed on Attachment A, or a when a weather- related State of Emergency condition, as declared by the Governor of the Commonwealth of Massachusetts, interferes with the normal collection schedule. Adverse weather, including extreme cold temperatures and snow that has not been declared a state-of-emergency condition by the Governor of Massachusetts, shall not be considered sufficient reason for failing to collect Refuse and Recyclables pursuant to the City-approved service schedule. The decision to change a collection day due to occurrences of adverse weather is subject to the prior consent of the City of Newburyport's Director of Sustainability, or his/her designee, and as advised by the Mayor or his/her designees.

3) For those weeks in which an Observed Holiday, as defined in Attachment A, occurs on a regularly scheduled collection day, Refuse and Recyclables collection will occur on the next calendar day (i.e., collection will fall on a Tuesday where an Observed Holiday is on a Monday) unless otherwise agreed upon.

b. Hours of Collection – The Contractor shall not begin the collection of Refuse, and Recyclables before 7:00 AM and such collection will not occur after 3:00 PM, except for occasions when collection after 3:00 PM is unavoidable due to adverse weather conditions, heavy volumes of refuse, delays at the disposal or processing facilities or as result of mechanical problems with the Contractor's equipment. The Contractor's foreperson shall notify the Sustainability Director or the office when circumstances require collection to go beyond 3:00 P.M. The Contractor shall maintain consistency in the pick-up times for each area of the City to the maximum extent possible.

c. Late / Early Collections – If the Contractor is habitually (i.e., on more than one occasion in a month) collecting Refuse and Recyclables outside the hours of collection as defined above, and doing so without the prior consent of the Sustainability Director, the City may require that the Contractor increase the number of vehicles used to provide the collection services, at no additional cost to the City. If upon receipt of such a requirement by the City, the Contractor fails to comply within ten (10) days, or fails to respond with adequate reasons as why the increase is not necessary, such failure shall constitute a breach of Contract, and the Contractor shall forfeit in the form of liquidated damages the sum of Five Hundred (\$500.00) dollars for each day that the Contractor fails to comply. The Contractor agrees to provide information related to the timing of collection to the City upon request.

d. Access – If City streets are blocked for any reason, the Contractor shall approach the street from another direction or shall return at a later time. The Contractor's foreperson shall inform the

Sustainability Director / Office immediately if collection is impossible due to blocked access. In such instances, the City will make all reasonable effort to assist in obtaining access.

e. Damage to Containers – The Contractor shall handle dumpsters and wheeled carts of Refuse and/or Recyclables with care so that they will not be damaged. After Refuse and Recyclable automated collection carts are emptied, they shall be returned “right side up” to the approximate place where found. The Contractor will place automated collection carts in such a manner so as to not block a resident’s driveway, unless originally placed there by the resident. When, in the sole judgment of the City, employees of the Contractor, outside of normal wear and tear, damage, destroy or dispose of an Eligible Service Recipient’s automated collection container, the Contractor shall replace or reimburse the resident or City for replacement of such container(s).

f. Clean up on Route – The Contractor must pick up all spilled, blown, littered, and broken material resulting from its collection and hauling services. All trucks used to provide such services must be equipped with a broom and shovel. If at any time during the provision of services, Refuse or Recyclables are spilled onto a street, sidewalk, or private property, the Contractor shall clean up and place in the collection vehicle all materials before proceeding to the next collection stop. If further arrangements are necessary for the immediate clean-up of spilled materials, Contractor shall immediately notify City and communicate to City the unworkable and/or unsafe condition.

g. Missed Collection – The Contractor will collect any reported missed Refuse, and Recyclables collections, reported to it by an Eligible Service Recipient or the Sustainability Director / Office by 3 PM on the following day.

h. Deviation from Collection Schedule –

1) The Contractor shall not deviate from the previously City-approved collection schedule absent extenuating circumstances, as described in 2.2(b) above.

2) The Contractor shall receive prior written authorization from the City before any change or cancellation to the City-approved collection schedule or services.

3) In the event that collection services are interrupted as provided in Section 2.2 and pertinent subsections, collection of the canceled routes shall be resumed as soon as possible and the City shall be notified immediately of the change.

4) The Contractor shall accept all Official Overflow Trash Bags from Eligible Service Recipients for overflow Refuse.

5) Should the Contractor fail to provide or complete any collection without compliance with the provisions of Section 2.2, the Contractor shall be subject to action by the City as provided in this contact or by law.

i. Prevention and Clean-up of Uncontrolled Release of Materials

1) The Contractor shall operate its Refuse and Recyclable collection vehicles in such a manner that the vehicles will contain all materials within the vehicle and prevent an uncontrolled (and/or unintentional) release of Refuse and Recyclables and Yard Waste / Christmas trees. The Contractor shall equip, operate and maintain all vehicles and equipment in a manner to prevent

any uncontrolled or unintentional release of any contents, including but not limited to blowing or spillage. (e.g., tight fitting covers, gaskets, doors for the prevention of leakage or any other unintentional release).

2) If any released material causes, or has the potential to cause, an unsafe condition, including traffic disruption (e.g. broken glass or gas fumes from any oils), Contractor shall immediately call the local police, fire department or other emergency service as well as notify Sustainability Director / Office.

3) If the release of any material requires reporting to any governmental body pursuant to any federal, state or local law, the Contractor shall do so immediately and notify the Sustainability Director / Office in writing.

4) The operator of the vehicle or equipment shall remain at the site until instructed to leave by the authority in charge or the governing body.

2.3 COLLECTION ROUTES

a. The Contractor shall develop a collection plan detailing the collection routes (multiple trucks) for each service it provides to the City. The collection plan shall include, at a minimum the following information for the collection route:

- Route start and end point
- The route boundaries
- Map of the collection route

b. The Contractor shall submit to the City the completed collection plan not less than sixty (60) days prior to the start of collection services for the City's approval. Contractor's collection plan shall be approved by the City prior to implementation.

c. The Contractor, from time to time, may propose changes to the routes to the City for approval, which approval shall not be unreasonably withheld by the City. If, on occasion, a route cannot be completed due to Contractor's equipment failure and an empty vehicle from another route covers the incomplete route, a notification to the City must be provided, if the route cannot be completed by 4PM on the day the incomplete route occurs.

2.4 EQUIPMENT - COLLECTION VEHICLES FOR ALL SERVICES

a. The Contractor shall maintain all collection vehicles in a safe and clean condition and be following all state, federal and local laws. All vehicles used for the provision of collection services shall be of sufficient size and capacity to operate efficiently. All parts and systems of the vehicles and equipment shall operate properly and be maintained in a condition satisfactory for public safety. Each vehicle and piece of equipment shall be compatible for safe and efficient unloading at the receiving facility. Vehicles with diesel engines will have the latest technology available at the time the vehicle is manufactured to minimize exhaust emissions and be in full

compliance with the most current EPA heavy-duty diesel emission standards and requirements. Battery powered packer trucks shall be considered if available and feasible.

A sufficient number of collection vehicles no older than 5-7 years will be supplied by the Contractor to collect residential Refuse and Recyclables between the hours specified in Section 2.2(b) and in accordance with the collection schedule approved by the City.

b. The Contractor shall provide sufficient back-up collection vehicles and equipment to ensure uninterrupted service throughout the term of the Contract. Back-up equipment used in the collection and transport of refuse and recyclables materials shall be functionally equivalent and compatible with existing primary equipment.

c. Bodies for the trucks to be used for Refuse collection shall be enclosed, with a capacity of not less than twenty-five (25) cubic yards by actual measurement, aside from roll-off trucks, passenger pick-up trucks and containers. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. All equipment used by the Contractor shall be a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured. The component parts of the equipment need not be a product of the same manufacturer. The body shall be so mounted that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by state law and municipal code.

e. The Contractor shall provide a yard for their equipment that is adequate and sufficient to provide all services year-round.

f. The Contractor shall make adequate provision for maintenance and prompt repair of their equipment. All equipment used for the collection and transportation of Refuse and Recyclables shall be thoroughly cleaned, both inside and outside, at least once each week and sprayed with such deodorizing materials as may be deemed necessary by the City. All equipment used by the Contractor shall be subject to inspection by the City for sanitation, safety and appearance and subject to approval or rejection by the City at any time. The Contractor will replace any City-rejected equipment as soon as reasonably possible. Back up equipment will be used if front-line vehicles are unavailable.

g. Vehicles to be used for collection must be clearly marked as being City of Newburyport trash and recycling vehicles by the Contractor. If the vehicles used are for more than one purpose, the Contractor must provide and use an attachable sign that clearly indicates the type of material being collected. The signs along with contact info must be large enough to be read from a distance and be placed on both sides of the vehicle. Before service starts, Contractor shall provide City with a list with assigned truck numbers, indicating which service each truck will provide.

2.5 EQUIPMENT – DUMPSTERS, COMPACTORS, CARTS FOR REFUSE AND RECYCLING COLLECTION

a. The Contractor shall provide the necessary wheeled carts, dumpsters and/or compactors for all materials collected at schools, municipal facilities, and all other sites listed on Attachment B. Proposers shall include in their proposals the number and size of dumpsters and/or compactors

that it plans to utilize. The number and size of the dumpsters and/or compactors provided by Contractor shall be subject to prior approval by the City and as reference in Attachment B. If the City deems the number of size of containers to be inadequate, in the City's sole discretion, during the term of the contract, the Contractor shall provide additional or larger containers and/or increase the frequency of their collection, if additional fees are necessary, the City and Contractor agree to negotiate in good faith. The Contractor shall be responsible for closing dumpster lids and, where dumpsters are enclosed, for securely closing dumpster enclosures after collections.

b. Dumpsters and wheeled carts shall have intact lids. All such equipment shall be thoroughly cleaned inside and out as necessary and shall be deodorized as needed and when instructed by the City. Dumpsters shall be cleaned at least every six months. All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety and appearance and subject to approval or rejection by the City at any time. Vehicles and containers which are rusted, broken, leaking, missing lids or have broken, inoperable lids, shall be repaired or replaced immediately upon notification by the City. In no event shall a multifamily property, school or municipal facility be left without dumpsters for more than twenty-four (24) hours without prior written authorization of the City.

c. Wheeled carts for Recyclables used by all Eligible Service Recipients, regardless of ownership, will be distributed and repaired by the Contractor. Homeowners will maintain their one cart and will leave the cart at the house/address in the event of a move.

2.6 COLLECTION AND DISPOSAL

2.6.1 Refuse

a. The Contractor shall provide weekly collection and transportation of garbage, refuse and solid waste that is not otherwise considered to be recyclable, yard waste, hazardous waste, universal waste, construction or demolition debris, bulky items, or unacceptable waste to the City's designated disposal facility from all Eligible Service Recipients listed in Attachments A and B, and from containers listed in Attachment B. The City is under contract with Win Waste Innovations until June 30, 2028 for disposal of refuse. The Contractor shall deliver to the WIN Waste Innovations' plant at 285 Holt Road in North Andover or an alternative site (within 25 miles of Newburyport) designated by the City for the duration of the Contract.

b. Refuse collection from the City must be handled separately from that of other municipalities as well as from other commercial collections. Refuse from Newburyport must not be combined with refuse from other sources under any circumstances.

c. The Contractor shall collect Refuse only in amounts that comply with the limitations set by the City.

d. Refuse Containers Eligible and Specified Residential Service Recipients will be able to use 2 32 gallon containers or no larger than a 64 gallon refuse container per residential occupancy with a maximum of 64 gallons that will be emptied by Contractor. The Contractor shall only collect refuse in containers such that the lid is closed or not overfilled.

f. Overflow Trash Bags: Overflow bags will also be offered to residents whose refuse exceeds 64 gallons. The contractor shall only collect refuse that is following the 64-gallon limit or in official city overflow refuse bags next to the refuse container.

g. Set Out Procedures - Contractor shall collect refuse from Refuse Containers that are placed at the curbside for collection. Curbside refers to that portion of right-of-way adjacent to parcel or traveled roadways. Refuse containers set out for collection by Eligible Service Recipients shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. For more specific procedures on set out, please refer to Attachment F: Ordinances.

h. Unacceptable Waste – The Contractor shall not collect as Refuse any Unacceptable Waste defined as:

- i. Construction and Demolition Debris: Construction, demolition and building materials or debris including excavated earth, stone, asphalt, drywall, lumber, brick, concrete, cement and gravel, and any other debris left from work performed in residences including casting, sheet rock, plumbing fixtures, roofing material, doors, windows and large metal items;
- ii. Industrial Waste including waste from manufacturing processes, manufacturing operations, food processing plants, and slaughterhouses;
- iii. Leaf and Yard Waste, including sod and landscaping debris, except for dedicated collection;
- iv. Trees, tree limbs, stumps, or logs, except for Christmas Trees during a dedicated collection;
- v. Automobile parts: Batteries, engines, doors, autobody pieces, etc.;
- vi. Animal waste, liquid or agricultural wastes;
- vii. Recyclable items including metal items.
- viii. TVs, Computer Monitors and Electronic devices
- ix. Refuse in excess of any City-established limit and/or loose Refuse.
- x. Textiles and recyclable mattresses and box springs as defined in 310 CMR 19.017
- xi. Hazardous Materials: Any and all substances, products, by-products, waste or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed as hazardous, toxic, or a contaminant under any Federal or Massachusetts environmental law, and any materials, substances, by-products, water or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any such environmental law, and any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety or general welfare conditions. This includes, without limitation:

- i. gasoline and waste oil,
- ii. oil-based paints, turpentine, paint thinners and shellac,
- iii. oven and drain cleaners and heavy-duty cleansers, unless collected separately as Household Hazardous Waste
- iv. pesticides
- v. lead-acid and rechargeable or mercury-containing batteries
- vi. explosives
- vii. propane tanks and gas cylinders
- viii. PCBs and radioactive waste
- ix. fluorescent bulbs
- x. any mercury-containing items

Plus, any items subject to MassDEP's waste disposal bans 310 CMR 19.017 and others listed by EPA as banned from disposal, except as specified for special collection.

i. Rejection Procedure

- i. Any material placed out for collection that is left behind by the Contractor shall be tagged by the Contractor with a "Rejected" sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.
 - ii. Contractor's notifications of rejected material will be sent to the Sustainability Director / Office by 9 am the day after collection, including the address of the collection and reason for the rejection.
 - iii. Failure of Contractor to place the "Rejected" sticker with unacceptable material left at the curb will be treated as a missed collection and, at the determination of the Sustainability Director / Office, the Contractor shall be required to return to that location to place such a sticker on the unacceptable material.
 - iv. The Contractor shall be responsible for any penalties associated with the collection or disposal of any Unacceptable Waste.
 - v. Items that are unacceptable for Refuse collection are subject to change, and the City shall notify the Contractor of any changes as soon as practicable.
- j. As stated earlier, the Contractor shall receive title to all such materials collected under this Contract. Any penalties and fines imposed by the refuse disposal facility for failure to meet specifications and any turn-backs of trucks shall be the responsibility of the Contractor until the Contractor and City can investigate to determine owner of material and proper disposal solution. At which point any and all tipping fees or other disposal costs for rejected materials shall be given to the responsible party. The provisions of this paragraph shall survive the expiration or termination of this Contract.

k. Change in Scope: Pay as You Throw – In the event that the City votes to change the service to Pay as You Throw, the State and/or the City institutes new materials/thresholds subject to the waste bans, or any other legal, mandatory change in the level of service to be provided, the City and the Contractor agree to negotiate in good faith, an amendment to the cost of the services being provided

l. Automated Collection Service—In the event that automated collection services are proposed for the City, the City and the Contractor agree to negotiate in good faith, an amendment to the cost of the services being provided.

2.6.2 Bulky Items

a. Scheduling – Service Recipients shall purchase bulk stickers for the collection of a household item that is too large to fit in the Refuse Container (“Bulky Item”) as defined below. The Contractor may collect Bulky Items on a recipient’s regular refuse day.

Service recipients are only allowed one item per week. Mattresses and box springs are collected separately by a mattress recycler contracted by the City. . If a mattress is rejected by the mattress recycling vendor the City will notify the Contractor and waste disposal facility (WIN Waste) of the rejection so Contractor can pick up the rejected item.

b. Set-Out Procedure

a. The collection point shall be next to the service recipients refuse on a regular refuse collection day or governing association of the Eligible Service Recipients, residential complex or development. The collection point shall provide safe and efficient accessibility from Contractor’s collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City shall have final determination over the point of collection. For more specific procedures on set out, please refer to Attachment F: Ordinances.

b. The Contractor may reject any large items not set out in accordance with this procedure and shall follow the rejection procedure outlined in 2.6.1 (i).

c. Collection Limits – The Contractor shall collect up to one (1) bulky item per agreed upon collection frequency per Service Recipient.

d. Acceptable Bulky Items – Bulky items may be the following types of items:

a. Household Furniture, including wooden or upholstered;

b. Carpet and Rugs, tied securely and no more than four (4) feet in length;

c. The Contractor will not accept mattress and box spring disposal requests from residents as specified in 2.6.2 (a).

e. Unacceptable Bulky Items – Unacceptable Bulky Items include:

a. Extra bags of items;

- b. Building, renovation or construction material from projects requiring a permit from Code Enforcement including, but not limited to toilets, sinks, bathtubs, wood waste, exterior doors, brick and concrete;
 - c. Recyclable mattresses and box springs;
 - d. Unacceptable Waste, including any item listed in 2.6.1 (h)
- f. Ownership of Bulk Items – The City will not take title to Unacceptable Waste items. If an unacceptable item is identified prior to the collection of the Bulky Item, the Contractor shall follow the rejection procedure as outlined in 2.6.1 (i).
- g. Disposal Prohibition – The Contractor shall certify to the City that all Bulky Items that are collected are delivered to a processing facility, broker, or end user approved for such purpose by the MassDEP and the City. Violation of this provision shall be considered cause for Contractor default and termination of the contract or other financial penalty in the form of liquidated damages.

2.6.3 Yard Waste

a. Set-Out Procedure

- a. Contractor shall collect all leaves, grass clippings, weeds, garden materials, shrub trimmings and brush less than one (1) inch in diameter (“Yard Waste”) properly set out by Eligible Service Recipients in paper leaf bags, open barrels or other open-top containers designated by the City at collection points. Each barrel or container shall not weigh more than fifty (50) pounds. For more specific procedures on set out, please refer to Attachment F: Ordinances.
- b. The Contractor may reject any yard waste not set out in accordance with this procedure and instead follow the rejection procedure as outlined in 2.6.1 (i).

b. Collection Procedure

- a. The Contractor shall collect Yard Waste from Eligible Service Recipients on five Saturdays to be determined by May 15th of the prior year.
- b. It is anticipated that City will designate three weeks for Yard Waste collection in the fall and two weeks for Yard Waste collection in the spring.
- c. The Contractor shall collect an unlimited quantity of Yard Waste in containers weighting not more than fifty (50) pounds each and placed out for collection by service recipients.
- d. The Contractor shall carefully handle all containers used to set out Yard Waste. Containers shall not be bent, thrown or otherwise abused.
- e. All Yard Waste containers shall be thoroughly emptied. Empty containers shall be left upside down in the approximate place where found.
- f. Contractor shall not place Yard Waste containers in driveways, in front of mailboxes, in the street gutter or on sidewalks or in any other way that interferes with pedestrians or vehicle traffic.

- g. All Yard Waste shall be delivered to the municipal yard waste facility located at 23 B Colby Farm Lane or designated local farm.
- c. Acceptable Yard Waste – Yard Waste shall include leaves, grass clippings, garden trimmings and brush less than one (1) inch in diameter from all Eligible Service Recipients, including schools and municipal facilities.
- d. Unacceptable Materials – Unacceptable Materials for Yard Waste collection include:
 - a. Soil, mulch or other earth products.
 - b. Stones, bricks, pavers.
 - c. Railroad ties, Lumber and construction debris.
 - d. Large tree material, including logs and tree stumps, with a diameter greater than 1” excepting Christmas trees.
- e. Ownership of Materials – Contractor will not pick up unacceptable items. If there is Unacceptable Materials that is identified prior to the collection, the Contractor shall follow the rejection procedure as outlined in 2.6.1 (i).
- f. Disposal Prohibition – The Contractor shall certify to the City that all Yard Waste collected under this contract is in fact delivered to municipal yard waste facility, or farm approved for such purpose by the MassDEP and the City. Violation of this provision shall be considered cause for Contractor default and termination of this contract or other financial penalty in the form of liquidated damages.

2.6.4 Christmas Trees

- a. Set-Out Procedure
 - a. Contractor shall collect undecorated and un-bagged natural evergreen conifer, such as pine, spruce or fir (“Christmas Trees”) from all Eligible Service Recipients and properties listed in Attachment B. For more specific procedures on set out, please refer to Attachment F: Ordinances.
 - b. The Contractor may reject any Christmas trees not set out in accordance with this procedure and instead follow the rejection procedure as outlined in 2.6.1 (i).
- b. Collection Procedure
 - a. The Contractor shall provide two Christmas tree collections on dates in January of each year that are mutually agreed to by the Contractor and City by May 15th of the prior year.
 - b. The Contractor shall collect Christmas trees from Eligible Service Recipients on the pre-approved dates on a schedule route approved by the City.
 - c. All Christmas trees shall be delivered to a local farm designated by the City.
- c. Ownership of Materials – If there is unacceptable material that was identified prior to the collection, the Contractor shall follow the rejection procedure as outlined in 2.6.1 (i).

2.7 AUTOMATED COLLECTION OF RECYCLABLES

2.7.1 Collection of Recyclable Materials

The Contractor shall provide every other week single stream collection on the same day as refuse collection as well as transportation of Single Stream Materials: mixed paper (including: newspaper and inserts; magazines, paper-bound books and catalogs; office and school paper; junk mail; chipboard/boxboard and corrugated cardboard containers) and comingled containers (including: glass -any color- food and beverage containers; aluminum pie plates, containers, clean foil; and all plastic bottles, jars, jugs and tubs; steel, aluminum tin and bi-metal food and beverage containers (collectively, “Recyclables” and as approved and updated by <https://recyclesmartma.org/>) from all eligible Service Recipients properly placed in Automated Recycling Carts.

Recycling is mandatory for all household units receiving municipal collection. For specific language, please refer to Attachment F: Ordinances.

a. Newburyport’s curbside recyclables must be collected separately from that of other cities, towns, and municipalities, as well as from commercial collections.

b. Automated Recycling Containers – The City through the Contractor will provide Eligible Residential Service Recipients with a 64 -gallon recycling cart (“Automated Recycling Cart”) per residential occupancy. The City reserves the right to modify the provided Automated Recycling Cart size, in whole or in part when there is a justified need. The Contractor shall provide wheeled carts or other suitable collection containers for municipal facilities, schools and other properties designated on Attachment B, Tables 2 - 9.

c. Set Out Procedure – Contractor shall collect Recyclables properly placed at the curbside in Automated Recycling Container as well as cardboard that is placed beside the container. For more specific procedures on set out, please refer to Attachment F: Ordinances.

a. Failure to collect materials properly set out for recycling as recyclables or placing recyclable material in the refuse truck shall be deemed to be non-performance, which may, at the City’s sole discretion, result in the City exercising its right to impose liquidated damages as set forth in the Contract and/or terminate the Contract after notice of failure to perform, in accordance with the Contract provisions.

e. Rejection Procedure

a. Contractor shall reject improperly set out Recyclables, including Automated Recyclable Containers in which Contractor observes non-Recyclables.

b. Contractor shall provide Newburyport’s Sustainability Director/Office with notification of any rejected Recyclables the day of collection but by no later than 9 am the day after collection day , including the address and reason for rejection.

2.7.2 Processing Fee/Revenue Sharing/Recycling Audits

a. It is the intent of the City to reach an agreement with the Contractor on a formula for a fair fee or rebate for recyclable materials delivered for processing at a facility chosen by the Contractor or the City (“Recycling Processing Fee”). Contractor or recycling processing facility must itemize services covered by the Recycling Processing Fee. The Recycling Processing Fee shall

represent the operational expenses for the Materials Recovery Facility (“MRF”), including both indirect and direct costs. The “net processing fee” – what the city owes or is due- shall be defined as the City’s processing fee per ton after the commodity values are applied.

b. On a monthly basis, the Contractor will provide the City the recycling rate the Contractor receives for their aggregated material. In general, recycling commodities pricing includes the composition of recyclable material by commodity and apply the market value for the commodities to determine the blended value per ton of processed recyclable materials, as listed on Secondary Materials Pricing Index, www.recyclingmarkets.net. The Revenue received by the Contractor will be deducted from the Recycling Processing Fee (price per ton) resulting in a net charge or rebate to the City.

c. According to the City’s current recycling processing vendor, the City of Newburyport routinely receives high marks for its low contamination rate. The City has also received 2 Recycling IQ grants which have shown a contamination rate of 5%.

d. If the Contractor’s recycling material has received contamination rate 15% or higher, the City can require an audit of the City’s recycling material. The Contractor will provide a full composition audit to determine the composition and quality of the City recyclables.. The audit must meet the American Society for Testing and Material (“ASTM”) standards of equivalent (as applicable for recyclables). City officials must be present to observe the audit unless it is conducted by a third-party agent agreed to by the City and the recycling facility. Additional audits may be conducted at the request of the City, and at no additional cost to the City, up to two times per contract year to re-assess the quality and composition of Recyclables collected. The Contractor may audit at its own cost as frequently as it deems necessary to evaluate non-recyclable composition. The City will implement formal enforcement and educational action in collaboration with the Contractor to reduce contamination of recyclables. The City agrees to make good faith efforts to work in collaboration with the Contractor to maintain non-recyclables within the collected materials below a threshold of 10%.

2.7.3 Transport, Processing and Marketing of Recyclables

a. The Contractor shall determine the most cost-effective location for delivery of collected Recyclables. The delivery point may be a transfer location or a location where materials are sorted and prepared for delivery to markets for recycling or reuse. In all cases, the collected Recyclable materials are to be recycled. If the City determines that there are materials not being recycled by the processing facility selected by the hauler, the City may require the Contractor deliver the materials to a different location.

b. The Contractor shall be responsible for assuring those materials delivered to the recycling processing facility meets the processing facilities standards. Therefore, the Contractor is responsible for following the rejection procedure outlined in section 2.7.1 (e) when any recycling container which contains unacceptable materials, improperly mixed materials or materials not properly prepared for collection are identified and rejected.

c. The city has the right to contract separately for recycling processing. Should the city decide to contract directly with another processor such as Republic Services for recycling processing at their Green Works facility in Peabody, Mello will deliver the city’s single stream recycling at a

reduced rate to be negotiated and referencing pricing as defined in Contractors' RFP response dated November 3, 2023 (\$78,0000 less per year).

2.7.4 Acceptable Materials

a. In addition to the items included as Recyclable in Section 2.7.1, the City is looking to the Contractor to make efforts to increase the materials that may be recycled to the extent permitted by recyclable markets. If the Contractor learns of changes in the acceptable materials or preparation requirement at the recycling facility, the Contractor shall notify the City as soon as possible.

b. Any penalties and fines imposed by a recycling processing facility for failure to meet specifications and any turn-backs of trucks shall be the sole responsibility of the Contractor. Any and all tipping fees or other disposal costs for rejected recyclable materials shall be the sole responsibility of the Contractor.

2.8 PUBLIC RECYCLING/DOWNTOWN BUSINESS DISTRICT – Official City of Newburyport carts located in the downtown business district shall be provided and serviced on a weekly basis.

2.9 SPECIAL EVENTS/COLLECTIONS

a. The City holds several annual special events at which the Contractor shall provide 30- yard containers and/or dumpsters for the collection of Refuse and for the collection of Recyclables. See Attachment B, Table 7. Contractor shall collect the materials from their respective containers at the end of these events (and within forty-eight (48) hours). The City will provide Contractor with at least five (5)-days advanced notice of each special event. Contractor shall include the cost of providing this service in the overall costs for refuse collection and transport, and recycling collection and processing.

b. The Contractor shall provide prices for roll-off rental including the cost of disposal, in the event the City requires additional disposal services.

c. In the event of a disaster, such as flooding, fire, hurricane or other disaster, natural or otherwise, causing an unusually high level of refuse or debris, Contractor will participate with the City in planning strategies for response. Invoicing for these tasks must be separate for FEMA or any other Federal or State government agency reimbursements and specially list dates of service rendered.

2.10 PUBLIC EDUCATION AND OUTREACH

a. The Contractor for Refuse, Recycling and Yard Waste and Christmas Tree collection shall pay or reimburse the City for the production, printing and postage expenses related to distributing an annual Environmental Health Information guide to all Service Recipients as well as any service change information that is needed. The maximum allowed expense is \$8,000.00 per fiscal year. The guide will contain the approved collection schedule, a list of acceptable

materials and set out requirements for all curbside material streams, trash rules and limits as well as telephone numbers or website addresses for residents to contract the Contractor. The City will provide a draft to the Contractor prior to April 1 of each contract year and incorporate any reasonably requested changes. A sample of the current annual guide which includes current street listings and collection days is linked [HERE](#). It is anticipated and expected that the Contractor shall participate in educational efforts of the City to promote and improve the recycling program, including rejecting unacceptable materials set out for recycling as described in 2.7.1(e) above.

b. In addition to the annual guide, the Refuse and Recycling Contractor will contribute \$5000 for clean-up and beautification per fiscal year due by the end of each fiscal year.

2.11 COMMUNICATION BETWEEN SERVICE RECIPIENT AND CONTRACTOR

a. The Contractor shall display its name and website/phone number on each vehicle for all services along with the vehicle number. The Contractor's name and website shall be lettered at least eight (8) inches high and easily visible to the public on each vehicle. The vehicle number shall be at least eight (8) inches high. In the event of a change to the Contractor's contact information, the City shall be notified and vehicle information must be updated within twenty-four (24) hours of the effective time of the change.

b. The Contractor shall provide customer service related to all collection services, including customer service associated to missed collection or any questions or complaints.

c. Local support staff for Contractor and/or use of an online scheduling tool is strongly desired by City. If the Contractor utilizes a call center for scheduling, the assigned customer service personnel must be familiar with the City's collection program, including set out and scheduling limits and must not be assigned to respond to a national customer base.

d. City prefers that Contractor maintain an adequately staffed local office where calls, questions, requests, complaints and other inquiries from service recipients shall be received, documented and resolved. The local office shall be able to receive calls, questions, requests, complaints and other inquiries between the hours of 8:00 AM and 4:00 PM (Eastern Time), Monday through Thursday and 8 am to 3 pm on Fridays, except on federal holidays. During and after hours the supervisor will be available to assist city staff with resolution to issues.

e. All calls and on-line communication to the Contractor's local office must be logged. At a minimum, the Contractor must document the following information:

- The date and the time the call when received;
- The name, address and contact information of the caller;
- Details of the reason for the call;
- If a message was received, the date and time of each attempt to contact the caller in response and the send date of any written notice;
- All action by Contractor taken to satisfy the request or complaint of including times and dates that action was taken by Contractor;

- Final resolution or disposition of the matter presented to the Contractor, including date and time;
- Any additional information to aid in quality improvement.

f. All complaints received by the Contractor's office before 2:00 PM will be acted upon forthwith by the Contractor on that day. Contractor will make efforts to resolve complaints made at 2:00 PM or later that day, if possible, but in no event later than the following day, if necessary. The Contractor's vehicles shall be equipped to ensure prompt and efficient communication regarding complaints received by Contractor in its office to collection vehicles in the field at all times.

The Contractor shall provide alternate means to submit complaints during off-hours in the form of an email address or mobile application, and shall respond to all calls received prior to 4:00 PM on the day the call was received. If all attempts to return the call have failed on the day the call was received, the Contractor shall make subsequent attempts on the next business day following receipt of the original call.

2.12 VEHICLE SAFETY

- a. The Contractor shall be responsible for obtaining and maintaining all Federal, State and Local permits and approvals. Each collection vehicle shall be equipped with all safety equipment required by law.
- b. The Contractor shall ensure that caution is used at all times in the operation of all vehicles and shall specifically instruct all drivers and other personnel of the following restrictions and requirements:
 - Collection vehicles shall not obstruct or block passage of other motor vehicles, except during collection of a curbside container
 - Collection vehicles shall not be operated in reverse unless absolutely necessary, i.e., in the case of a dead-end street with no turn-around.
 - Backing of vehicles is prohibited if school-age children are in the area.
- c. Collection vehicles and any other of the Contractor's vehicles in City shall not be permitted to idle in violation of any state or other application laws pertaining to vehicle idling, and the Contractor shall annually educate all of its employees as to the provisions of the state's anti-idling law, M.G.L. Chapter 90, sections 16A and 16B.
- d. Collection vehicles shall be inspected daily by the Contractor to ensure that all safety equipment, including back-up alarms and warning lights are operating properly.
- e. Collection Vehicle Age – The City desires that no collection vehicle be older than 5-7 years old.

2.13 LOCAL STAFFING AND EMPLOYEE STANDARDS

- a. The Contractor shall provide a sufficient number of competent employees to carry out the work called for by these specifications and shall provide a full-time Contract Field Supervisor to whom all orders and directions may be given on behalf of the City. The Field Supervisor shall be available of each designated collection day directly to supervising collections within the City to ensure compliance of these specifications.
- b. The Contractor shall, not less than thirty (30) days prior to the commencement date of this contract, obtain all federal, state and local permits, licenses and certificated as are required by law and to carry out its obligations under the contract. During the term of this contract, including any extension thereto, Contractor shall carry out its obligations in compliance with all applicable judicial and administrative interpretations thereof.
- c. If the Contractor subcontracts with any other entity to carry out its obligations under this contract, it shall ensure that such entity carries out such obligations in compliance with all applicable provisions of federal, state and local laws and regulations, and any applicable judicial and administrative interpretations thereof. All subcontracting is subject to the City's prior approval.
- d. The Contractor, at its sole cost and expense, shall maintain current and valid permits, licenses, certificates and approvals necessary for all drivers/operators on its collection vehicles in accordance with State and Federal laws and regulations.
- e. Upon request by City, the Contractor shall provide proof of any necessary permits and licenses.
- f. The Contractor shall be solely responsible and certify to City that all operators of motor vehicles on public ways, who are engaged in any activity associated with these services, are properly and lawfully licensed and shall meet all requirements pursuant to M.G.L. Chapter 90, all relevant laws and regulations, and any requirements of the Commonwealth of Massachusetts and/or the United States Department of Transportation.
- g. Employees of the Contractor will be in regular contact with City's residents and businesses. As such, they are required to act in a courteous and respectful manner at all times, and shall be fully prepared to answer questions or respond to complaints made by residents concerning Refuse and Recyclables and all other disposal services. All employees and Contractors shall conduct themselves appropriately towards all members of the general public. Rude and offensive conduct, including foul and abusive language, shall not be tolerated. The City may require that an employee behaving inappropriately be removed from employment in the City under the Contract. The Contractor must provide all its employees with adequate training, instructions, and materials so as to ensure all employees understand and can communicate to residents the acceptable and unacceptable materials for all provided disposal services. The Contractor shall ensure that all its employees working in City are familiar with and at all times comply with state and local waste ban regulations.
- h. Whenever the City shall notify the Contractor in writing that any employee of the Contractor is incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall take such steps as are necessary to ensure that such conduct is not repeated.

i. The Contractor stipulates that it will pay employees subject to the Massachusetts Prevailing Wage Law, throughout the term of the Contract, at least the prevailing prescribed rate of wage as determined by the Commonwealth of Massachusetts Department of Labor Standards (DLS). Attachment E, containing applicable rates, is incorporated by reference herein. Each Contractor and subcontractor shall furnish to DLS any such statements as required by law. The Contractor shall provide documentation of its compliance with the Prevailing Wage Law to the City immediately upon request, this includes but is not limited to, certified payroll records.

j. The Contractor must provide each of its employee performing services pursuant to the contract with an appropriate uniform that identifies the employee as an employee of the Contractor. The uniform must be worn at all times the Contractor's employee is on duty performing services for the City. The City reserves the right to approve the uniform furnished by the Contractor. Contractor must also provide its employees, and all employees must wear, appropriate safety gear, including, but not limited to, wearing a safety reflective vest bearing the name of the Contractor.

2.14 DAILY CONTACTS, DIRECTIONS, COMPLIANCE WITH LAWS, RULES, REGULATIONS AND ORDERS

a. If requested to do so by the City at any time during the term of this contract, the Contractor shall contact the office of the Sustainability Director / Office, in person, or by telephone, on each collection day in order to receive any special directions or complaints and to advise the City of any problems encountered during the route.

b. The Contractor shall comply with any reasonable directions that may from time to time be given by the City regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the City may deem advisable to improve the overall collection service.

c. The Contractor(s) shall comply with all applicable laws, bylaws, rules, regulations and orders issued or that may be issued by the City or the Commonwealth of Massachusetts, including any entity having authority over refuse and recycling collection.

2.15 RECORD KEEPING AND REPORTING

2.15.1 Communication Between the City and the Contractor

a. For the purposes of communication between the Contractor(s) and the City, the Contractor shall provide not less than:

- mobile telephone numbers for use by the Contractor's representative(s);
- one (1) customer service line;
- one (1) email address of the same representative.

b. The Contractor(s) and the City shall meet as necessary at the request of either party at a time and place mutually agreed upon.

2.15.2 Audits

The City, at its sole discretion, may conduct audits of the operations, operating procedures and records of the Contractor(s) and its subcontractors as relevant to the terms and procedures of the Contract.

2.15.3 Reports

a. Daily and Weekly Reports

- The Contractor(s) shall be responsible for notifying the City on any missed or standing routes that could not be collected for any reason before the end of the same business day.
- The Contractor shall record each address where a rejection tag was left because of rules and/or contaminations in a daily log which may be submitted to the City by 9:00 AM the day following the collection day as requested.
- For the designated days of curbside Yard Waste and Christmas Tree collection, a report detailing all streets covered can be provided as requested by the City, with a GPS report, by the next business day. .
- Reports will be provided in electronic format or through an electronic portal.

b. Monthly Reports – The Contractor shall electronically provide City all copies of weight slips for Refuse and Recyclables. collected under this contract with each invoice.

c. Other Records – Contractor shall provide City with any other information or documents as reasonably requested from the City from time to time.

2.15.4 Inspections

The City shall have the right at any time to inspect the equipment and premises of the Contractor, including the right to enter upon any property owner or occupied by the Contractor, whether situated within or beyond the limits of the City. Whenever requested, the Contractor shall immediately furnish the City full and complete written reports of its operations under the Contract in such detail and with such information as the City may request.

PART 3: REQUESTED FORMS

3.1 CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Date

Name of Entity submitting bid, whether individual, partnership, corporation, joint venture or other business or legal entity.

By _____
Authorized signature of entity submitting proposal

Signer’s duly authorized position, office or title

3.2 STATEMENT OF TAX COMPLIANCE

The Bidder certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support. The Bidder also understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the party ultimately chosen as Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Federal Identification Tax Number

Name of Entity submitting bid, whether individual partnership, corporation, joint venture or other business or legal entity

Type of Entity

Address

Telephone

By _____
Authorized Signature of Entity submitting bid

Bidder's duly authorized position, office or title

3.3 CERTIFICATION OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name) (Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Title)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

(Clerk)

CORPORATE SEAL:

241362/kope/0003

PART 4: ATTACHMENTS

Attachment A

Table 1: City Description and Eligible Service Recipients

PROPERTY TYPE	FAMILY UNITS
Single Family	4,453
Two (2) Family	270
Three (3) Family	50
Condominium Units	2,409
Commercial / Mixed Use	375
Exempt	240
Total Eligible Service Recipients	8,187

Table 2: Tonnage

YEAR	SOLID WASTE	SINGLE STREAM RECYCLING
CY2019	5,340	2,136
CY2020	5,642	2,438
CY2021	5,683	2,288
CY2022	5,406	2,146
CY 2023	5,404	2,071

Total Population	18,295
Roadway Miles	68.26
Square Miles (Area)	8.4
Total Tonnage (CY22)	Refuse: 5,406; Recycling: 2,146
Current Frequency of Service	Weekly manual refuse collection Bi-weekly automated recycling Weekly private pay SSO collection (@1000 hhs)
Refuse Disposal Site	Win Waste North Andover or an alternative size <25 miles from Newburyport; tips fees paid directly by City.

Table 3: Observed Holidays

(Subject to Change)

New Year's Day
Memorial Day
Labor Day
Independence Day
Thanksgiving Day
Christmas Day

Attachment B

Newburyport Service Specifications as of June 1, 2023:

Table 1: Municipal Buildings Solid Waste Containers / Services

FACILITY	ADDRESS	SOLID WASTE		
		Dumpster Size <i>(yards)</i>	Qty	Collection Per Week
City Hall/Police Department	60 Pleasant Street	1 – 8	1	1
Fire Department	Greenleaf Street	1 – 8	1	1
Fire Department	Storey Avenue	1 – 2	1	1
Sewer	Water Street	1 – 6	1	2
Sewer	Water Street	1 – 2	1	1
DPS	Perry Way	1 – 8	1	1
Recycling Center	Crow Lane	1 – 30	1	2
Kelleher Park	Kelleher Park	1 - 8	1	1
Sullivan Building	Temple Street	1 - 8	1	1
Horton Terrace	North Atkinson Street	1 - 8	1	1

Table 2: Municipal Buildings Recycling Containers / Service

FACILITY	ADDRESS	RECYCLING		
		Container Type	Qty	Collections
City Hall	60 Pleasant Street	Barrels	3	Weekly
Fire Department	Greenleaf Street	Barrels	2	Bi-monthly
Fire Department	Storey Avenue	Barrels	2	Bi-weekly
Library	State Street	Barrels	5	Weekly
Library	State Street	10-yard dumpster(s)	1	Twice/year
DPS HQ	Perry Way	Barrels	2	Bi-monthly
Sewer	115 Water Street	Barrels	2	Bi-weekly
Recycling Center	Crow Lane	8-yard dumpster(s)	5	Weekly
Horton Terrace	North Atkinson	Carts	8	Bi-monthly

Table 3: Schools Solid Waste Containers / Service

FACILITY	ADDRESS	SOLID WASTE		
		Dumpster Size (yards)	Qty	Collection Per Week
NHS	High Street	10	1	1
Bresnahan School	High Street	10	1	1
Nock/Molin School	Low Street	10	1	1
Note	All	Summer as Needed		

Table 4: Schools Recycling Containers / Service

FACILITY	ADDRESS	RECYCLING		
		Container Type	Qty	Collections
NHS	High Street	10-yard	1	Weekly
Bresnahan School	High Street	10-yard	1	Weekly
Nock/Molin School	Low Street	10-yard	1	Weekly
River Valley Charter School	Low Street and Perry Way	Barrels	5	Bi-weekly
Immaculate Conception School	Green Street	Barrels	5	Bi-weekly

Table 5: Other Municipal Locations / Trash Containers

Location	Quantity	Size	Frequency
Spring Fest – May			Chamber
Fall Fest – October			Chamber
Yankee Homecoming	2 (Recycle and Trash)	30-yard	8-day festival pick-up as needed

**Location of container TBD by municipality. Quantity equals one delivery and pick-up.*

Table 6: Non-Residential Organic/Food Waste

LOCATION	QUANTITY	SIZE	FREQUENCY
115 Water Street	4	64 gal.	Weekly
23B Colby Farm Lane	1	64 gal.	Weekly
Washington Street	1	64 gal.	Weekly

Table 7: Condominiums

List of condominium complexes greater than 7 receiving City service– only one pick up per week.

CONDO COMPLEXES > 7 UNITS	UNITS
BEACON & PINE CONDOS	
20 – 22 Beacon & 11 Pine Street	18
60 – 64 Carter Street	12
1 – 95 Clipper Way	76
19 – 21 Congress Street	8
52 Fair Street	12
37 ½ Forrester Street	14
2 – 4 Fulton Street	8
84 – 86 High Street	8
156 – 162 High Street	11
42 – 48 Kent Street	16
EAST ROW CONDOS	
1 – 11 Liberty Street	24
91 – 95 Lime Street	8
11 Market Square	11
1 Merrimac Street	29
HORTON’S LANDING CONDOS	
58 Merrimac Street	19
RIVERS EDGE	
126 Merrimac Street	62
129 Merrimac Street	20
147 – 149 Merrimac Street	8
MOSELEY VILLAGE	

1 – 15 Moseley Place	14
2 – 14 Noble Street	10
1 – 29 Parker Ridge Way	31
100 State Street	9
COURTYARD CONDOS	
53 Warren Street	64
1 – 5 Water Street	10
19 – 23 Water Street	10
8 – 22 Winter Street	8
9 – 23 Woodman Way	8
1 – 18 Zabriskie Drive	49
Total	597

Table 8: Condominium Solid Waste & Recycling

All residents are entitled to recycling services. In addition to curbside pick-up, the following condos have additional containers.

NAME	NUMER OF UNITS	TYPES OF COLLECTION	PICK UP DAY
Rivers Edge Condos	60	1 8-yard 2 toters	Weekly
Courtyard Condos	60	1 2-yard (<i>solid waste</i>) 7 toters	Bi-weekly
Beacon & Pine Street Condos	18	1 8-yard 6 toters	Bi-weekly
Horton’s Yard Condos	20	1 8-yard (<i>cardboard</i>) 1 6-yard (<i>solid waste</i>) 1 toter	Weekly

Private Roads Meeting Criteria as set forth in Ordinance Under Chapter 8 Article 3 Solid Waste Accepted as of July 2024

NAME	STREET NAMES	NUMBER OF HOMES
Port Place/Evergreen Commons	Duffy Drive Gabaree Court	38
Bashaw Farm	Doyle Drive and Colby Farm Lane	15
The Stables at Bashaw Farm	Colby Farm Lane	8
Wright’s Court	Wright’s Court	3

Attachment C

Price Fluctuations & Fuel Surcharge

The annual base price cost varies from Year 1 to Year 2 and all consequent years. This increase is accommodating various factors, such as Consumer Price Index and Prevailing Wage Rates.

In addition, Fuel Adjustments are to be included in the monthly invoices based on the calculation described below:

Fuel Adjustment Formula

Beginning on July 1, 2025, the Contractor or the City will be entitled to quarterly fuel adjustments. The quarterly adjustment to the base price contract price is based on the difference between the average three-month price of diesel fuel as measured by The monthly New England No 2 Diesel Retail Rates by All Sellers as published by the Energy Information Administration (the "EIA Index") and the Baseline Fuel Price in this Attachment.

For the term of this contract, the High Baseline Fuel Price is \$5.00 per gallon and the Low Baseline Fuel Price is \$4.00 per gallon (including taxes) for diesel fuel.

Increases or decreases, as determined above, will be applied to the predetermined volume of fuel used (baseline gallons), which will be based on actual fuel use.

Adjustments will be made quarterly on the first day of each quarter, and any adjustments will be reflected in the monthly invoice to the City of Newburyport in equal monthly installments over the ensuing 3-month period. These adjustments are based on the previous 3-month average cost of diesel fuel as determined by the EIA Index referenced above.

All Monthly Fuel Adjustments to contract price, increase or (decreases), will be made to the monthly base cost of collection services then in effect which is established July 1, October 1, January 1 and April 1 of each fiscal year.

Attachment D

DISPOSAL PROHIBITION CERTIFICATION

The undersigned certifies to the City that all materials collected are delivered to a processing facility, broker, or end user approved for such purpose by the Massachusetts Department of Environmental Protection (MassDEP) and the City. Violation of this provision shall be considered cause for Contractor default and termination of the contract or other financial penalty in the form of liquidated damages.

Date

Name of Entity submitting proposal, whether individual, partnership, corporation, joint venture or other business or legal entity.

By _____
Authorized signature of entity submitting proposal

Signer's duly authorized position, office or title

Attachment E



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

THE COMMONWEALTH OF
MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND
WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

LAUREN JONES
Secretary

MICHAEL FLANNAGAN
Director

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

Awarding Authority: City of Newburyport

Contract Number: **City/Town:** NEWBURYPORT

Description of Work: Contractor shall provide the municipality all labor, services, equipment and material required for the collection and hauling of solid waste and recyclable materials.

Job Location: 60 Pleasant St, Newburyport, MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- **The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor.** For multiyear CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded

for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a subcontractor.

- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journey worker’s rate.**

- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.

- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.

- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle Driver {NEWBURYPORT}	07/01/2022	\$23.42	\$10.86	\$0.00	\$0.00	\$34.28
	07/01/2023	\$23.89	\$10.86	\$0.00	\$0.00	\$34.75
	07/01/2024	\$24.37	\$10.86	\$0.00	\$0.00	\$35.23
	07/01/2025	\$24.86	\$10.86	\$0.00	\$0.00	\$35.72
	07/01/2026	\$25.86	\$10.86	\$0.00	\$0.00	\$36.22
	07/01/2027	\$26.17	\$10.86	\$0.00	\$0.00	\$37.03
	07/01/2028	\$26.69	\$10.86	\$0.00	\$0.00	\$37.55
Laborer {NEWBURYPORT}	07/01/2022	\$22.50	\$10.86	\$0.00	\$0.00	\$33.36
	07/01/2023	\$22.95	\$10.86	\$0.00	\$0.00	\$33.81
	07/01/2024	\$23.41	\$10.86	\$0.00	\$0.00	\$34.27
	07/01/2025	\$23.87	\$10.86	\$0.00	\$0.00	\$34.73
	07/01/2026	\$24.35	\$10.86	\$0.00	\$0.00	\$35.21
	07/01/2027	\$24.84	\$10.86	\$0.00	\$0.00	\$35.70
	07/01/2028	\$25.34	\$10.86	\$0.00	\$0.00	\$36.20

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the

Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L.

c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

Issue Date: 06/22/2023

Wage Request Number: 20230615-090

Attachment F

Ordinances

- **Chapter 8 - HEALTH AND SANITATION^[1]**
- **ARTICLE III. - SOLID WASTE^[3]**
 - **DIVISION 1. – GENERALLY**
 - **Sec. 8-81. - Business district described.**

The boundaries of the business district are Water Street (commencing at W.E. Atkinson Co.), Market Square, Merrimac Street to Green Street (west side), State Street, Pleasant Street to Titcomb Street, Green Street, Harris Street, Hale's Court, Unicorn Street, Prince Place, Inn Street, Center Street, Liberty Street to Center Street, and Middle Street to Center Street.

- **Sec. 8-82. - Commercial containerization and removal.**

All establishments, institutions and residential inhabitants which generate solid waste for collection by refuse contractor and city department of public works, and previously approved by them, shall abide by the requirements prescribed in this article.

- **Sec. 8-83. - Regulations.**

(a) No disposable refuse shall be exhibited for collection prior to 5:00 p.m. on the day before the day of collection.

(b) (1) Commercial and residential disposable refuse in the downtown district, as defined in [section 8-81](#), must be placed in closed containers. All loose material shall be broken down and securely tied.

(2) Residential disposable refuse outside of the downtown district must be placed in closed containers or durable heavy bags and securely tied. All loose material shall be broken down and securely tied.

(c) Commercial refuse containers shall be removed from sidewalks within one (1) hour after collection. Residential containers shall be removed from the street by 6:00 p.m. on the day of collection.

- (a) It shall be unlawful for any owner, manager or employee of a commercial establishment or institution or resident of the boundary area described in [section 8-81](#) to deposit solid waste from that commercial establishment, institution or residence in any receptacle maintained by the city for the disposal of litter by pedestrians.

(e) All commercial, institutional and residential customers will place disposable refuse in such a manner as not to interfere with motorist or pedestrian travel.

(f) Enforcement of these provisions shall be by the police department, board of health or department of public services. Each offense of subsections (a) through (e) and (h) shall be punishable by a fine of twenty-five dollars (\$25.00).

(g) No dumpsters shall be picked up and/or emptied in residential areas between the hours of 10:00 p.m. and 7:00 a.m. Penalty for violation of this subsection shall be a written warning for the first offense, followed by a three-hundred-dollar fine for each subsequent offense issued to the operator of the vehicle. Enforcement of this provision shall be by the police department.

(h) Said disposable refuse shall be the property of the owner, representative of the owner, occupant or operator.

- **Sec. 8-84. - Litter in public places.**

No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the city, except in public receptacles or in authorized private receptacles provided for collection of such refuse. Each such offense shall be punishable by a fine of fifty dollars (\$50.00).

- **DIVISION 2. - RECYCLING**

- **Sec. 8-85. - Title.**

This division shall be known and may be cited as "Recycling Ordinance of the City of Newburyport" hereinafter referred to as "this division."

- **Sec. 8-86. - Purpose.**

The purpose of this mandatory division is to require as stipulated herein the separation and collection of recyclable materials to facilitate the recovery of such materials in a manner that allows them to be recycled and thereby reducing the City of Newburyport's contribution to the waste stream.

- **Sec. 8-87. - Administration and enforcement.**

(a) Administrative official. This division shall be administered through the City of Newburyport board of health and its health department under the auspices of its director or their designee. The director shall have such powers as conferred to the position by this division.

(b) Duties of administrative official. Acting as an agent through the board of health it shall be the duty of the administrative official to enforce the terms and conditions of this division and to act as management official toward the implementation of this division and contracts referred to herein.

- **Sec. 8-88. - Definitions.**

(a) General. The intent of this section is to provide definitions for certain terms, words and/or series of words which are to be utilized in the interpretation of this division whether or not the definition stated herein is contrary to common usage or contrary as quoted in a common dictionary, except as may otherwise be defined. All words in the plural number include the singular number. All words used in the present tense include the future tense.

(b) Definitions.

(1) City shall mean the City of Newburyport.

(2) Ashes is the residue from the burning of wood, coal, coke, or other combustible material.

(3) Bulk item shall mean an item of solid waste larger than twenty-four (24) inches by thirty-six (36) inches by eighteen (18) inches and/or heavier than fifty (50) pounds.

(4) Debris shall mean stones, dirt, demolition material, broken concrete and other like material.

(5) Yard waste shall mean brush, branches, small trees and bushes, grass clippings, leaves and other similar material.

(6) Collector shall mean the agency, corporation, firm and or persons responsible as contracted by the city for the collection of recyclables.

(7) Garbage is putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food.

(8) Household shall mean any combination of persons living in a dwelling unit as defined by the State of Massachusetts Sanitary Code as amended.

(9) Person is any individual, firm, partnership, association, corporation, or organization of any kind.

(10) Recyclable means any discarded material which may be reclaimed and which are considered reusable and/or saleable by the city. For the purpose of this division they shall be defined as all materials listed in [section 8-90\(b\)](#), materials collected.

(11) Regulations shall mean those regulations as set forth by the administrative official for the purpose of implementing the terms and intent of this division.

(12) Rubbish is all no putrescible solid wastes (excluding ashes and recyclables), consisting of both combustible and noncombustible wastes such as; paper, cardboard, rags, metal, wood, glass, bedding, crockery, and other similar materials.

(13) Shall is considered as mandatory and directory.

(14) Solid waste is all putrescible and no putrescible refuse (except body wastes) including garbage, rubbish, ashes, dead animals, and solid market and industrial wastes.

(15) Used includes designed, intended, proposed, existing, or arranged to be used.

(16) Board of health shall mean the board of health of the City of Newburyport.

- **Sec. 8-89. - Compliance.**

This division shall apply to all "persons," who currently or hereafter receive services from the city or any company contracted by the city for the collection of solid waste. Compliance with the requirement to recycle allowable materials as defined herein, [section 8-90\(b\)](#), materials collected,

items (1) through and including (4), is mandatory by all "persons." Further no person shall cause any allowable materials as defined herein to be placed in the solid waste which is caused to be picked up by the city.

- **Sec. 8-90. - Collection.**

(a) *Area and schedule of collection.* Collection shall be in all areas and to all persons who are currently or hereafter served by the solid waste collection services of the city. Zones for collection of recyclable materials as defined in the regulations shall be as indicated on the map titled "Solid Waste and Recyclable Zones" which is kept on file in the offices of the health department. Collections shall be pursuant to the regulations of the board of health as set forth through [section 8-92](#) herein. The scheduling of collections shall be established by the administrative official pursuant to the regulations set forth by board of health. Except in non-residential districts, or as expressly approved, in advance, by the administrative official, no recyclable materials shall be picked up and/or emptied into a vehicle, nor shall any such vehicle or related mechanical equipment be left idling or otherwise operating within the City of Newburyport between the hours of 10:00 p.m. and 7:00 a.m., on any day of the year. Penalty for violation of this subsection shall be a written warning for the first offense, followed by a three-hundred-dollar (\$300.00) fine for each subsequent offense issued to the operator of the vehicle. Enforcement of this provision shall be by the police department, board of health, or department of public services.

(b) *Allowable materials.* The following allowable materials collected for the purposes of this division shall be limited to those materials that are defined as recyclable. The following allowable materials are considered recyclable and must be in the condition as stated below:

(1) *Paper products.* Clean and unsoiled paper not including miscellaneous stationery products or paper products other than those listed in the following categories:

- a. Newsprint, all newspapers and newspaper advertisements, supplements, comics and enclosures;
- b. Computer paper, noncarbonized and untreated;
- c. Magazines; periodical reading material.

(2) *Glass products.* Three colors of glass; clear, brown, green, which shall be limited to unbroken glass bottles emptied of all contents and without caps. This shall not include dishes, crockery, window glass, glass blocks, plate glass or spark plugs or any other like glass material or object.

(3) *Metal products.* Recyclable metal products shall be limited to tin and aluminum cans and containers recyclable metal products shall not include any: Bulk items, machinery, devices or implements such as; washers, refrigerators, stoves, hot water heaters, bicycles, springs, tire rims, pipes or scrap metal or other like material.

(4) *Plastic products.* Plastic containers labeled #1 through #7 are allowed.

(c) *Set-out requirements.* Recyclables shall be separate from solid waste and debris and placed at the street curb or curb line for collection at the scheduled time and in the manner as set forth herein and in the regulations. Where required persons shall use the appropriate recycling bin as supplied by the city. Persons placing any recyclable shall do so in a manner that the recyclable will not become a hazard to public travel, health, safety or to be a nuisance of any sort.

(1) *Paper products.* All such products shall be placed in paper bags commonly used for groceries. In the event of inclement weather paper products shall be secured in the manner herein above and covered by a secured plastic or placed inside a plastic bag.

(2) *Glass products.* All such products shall be placed in recycling bins as supplied by the City of Newburyport.

(3) *Plastic products* All such products shall be crushed and placed in the recycling bin as supplied by the City of Newburyport.

(d) *Anti-scavenging.* Except as contracted with the City of Newburyport no person shall pick up or procure any of the above which is deemed recyclable once the material has been set out for collection by the city under this division.

- **Sec. 8-91. - City to recycle and dispose properly of yard waste.**

(a) *Use of recycled paper products.* The City of Newburyport, including any and all departments, shall procure paper products such that no less than seventy-five (75) percent, calculated or by cost, of such paper products each fiscal year shall be labeled as "recycled" by the Forest Stewardship Council (FSC), or its equivalent. It shall be the responsibility of each department head to ensure the implementation of this section.

(b) *Recycling of recyclable materials.* The City of Newburyport, including any and all departments, shall develop and implement a recycling program for all recyclable materials with the intent of recycling no less than seventy-five (75) percent of said recyclable materials. The board of health may promulgate regulations regarding this section. It shall be the responsibility of each department head to ensure the implementation of this section.

(c) *Disposal of yard waste.* The City of Newburyport, including any and all departments, shall dispose of all yard waste generated from city-owned properties using the Colby Farm Lane Facility, unless leaving such waste on site is merited by best practices for responsible forestry as promulgated by the National Association of Forestry, or unless otherwise directed by the board of health in response to a temporary emergency. The board of health may promulgate regulations regarding this section. It shall be the responsibility of each department head to ensure the implementation of this section. Any city-operated compost facility shall be approved by the sustainability office and shall conform to M.G.L.A. c. 111 § 150A.

- **Sec. 8-92. - Regulations.**

The board of health is hereby authorized to enact from time to time such regulations as it shall deem in the public interest for the; scheduling, collection, separation, recovery, removal, storage, rates for fines and disposition of recyclable material. Such regulations shall require a two-thirds

vote of the board of health for passage. The regulations shall become effective immediately upon passage and they shall be published within seven (7) days of passage once in a daily newspaper having circulation in the City of Newburyport.

- **Sec. 8-93. - Enforcement and penalties.**

Any person, firm, or corporation that violates or neglects to comply with any provisions of this division or any regulation promulgated pursuant hereto shall be fined in an amount not to exceed one hundred dollars (\$100.00) for each violation. Such fines shall be of a noncriminal nature and shall be as follows: First violation fifty dollars (\$50.00), the second violation seventy-five dollars (\$75.00), and the third one hundred dollars (\$100.00). Such fines shall be levied by the administrative official as defined above. Enforcement of this division shall be the responsibility of the board of health.

- **Sec. 8-94. - Responsibilities of collector.**

The collector shall be required to comply with all responsibilities as required in the most recent contract or amendments thereto between the City of Newburyport and said collector. If the City of Newburyport directly assumes the responsibility of collector then the city through its board of health shall develop a scope of responsibilities to identify all responsibilities of the city in collection of recyclables.

PART 5: PRICE PROPOSALS

BASELINE SERVICES	YEAR 1: <i>July 1, 2024 – June 30, 2025</i>	YEAR 2: <i>July 1, 2025 – June 30, 2026</i>	YEAR 3: <i>July 1, 2026 – June 30, 2027</i>	YEAR 4: <i>July 1, 2027 – June 30, 2028</i>	YEAR 5: <i>July 1, 2028 – June 30, 2029</i>
OPTION 1: Curbside MSW Collection <i>Weekly pick-up – manual (35/48/64 gal. carts)</i>	\$1,630,800.00	1,687,878.00	1,746,953.73	1,808,097.11	1,871,380.51
OPTION 2: Recycling Processing <i>Should the city contract directly with Republic Services for Processing of Single Stream Recycling, \$78,000 will be deducted from annual collection contract pricing. As agreed to and signed on November 3, 2023 contract terms letter.</i>					

OTHER SERVICES	YEAR 1: <i>July 1, 2024 – June 30, 2025</i>	YEAR 2: <i>July 1, 2025 – June 30, 2026</i>	YEAR 3: <i>July 1, 2026 – June 30, 2027</i>	YEAR 4: <i>July 1, 2027 – June 30, 2028</i>	YEAR 5: <i>July 1, 2028 – June 30, 2029</i>
Yard Waste Curbside Collection <i>Five (5) Saturdays – spring and fall to yard waste facility or local farm</i>	<i>No additional charges</i>				
Christmas Tree Curbside Collection <i>To local farm two (2) times a month during January</i>	<i>No additional charges</i>				
Bulky Item Curbside Collection (By Appointment) <i>Please describe service, frequency, cost per item, if this would be a turnkey program (no cast to the City of Newburyport) other than promoting</i>	<i>No additional charges</i>				
Dumpster / Roll-Off Services from Recycle Yard <i>Provide per haul cost and current rebate or charge</i>	<i>One pull per week included. Additional haul for trash at Recycling Center on Colby Farm will be \$175 per haul if more.</i>				
Paper / Cardboard Roll-Off or Dumpsters	<i>No additional charges.</i>				
Metal & Freon	<i>No additional charges.</i>				
Education Funded to the City	<i>\$8,000 annually or as needed</i>				
Beautification Funded to the City	<i>\$5,000</i>				

I (We) certify that these prices are accurate and shall remain effective for nine (9) months from date of signing, and for the duration of the contract, if selected by the City.

Company: _____

Signed By: _____

Title: _____

Date: _____

ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 11, 2024

AN ORDINANCE TO AMEND CHAPTER 5 BUILDINGS AND BUILDING REGULATIONS

CHAPTER 5 BUILDINGS AND BUILDING REGULATIONS
ARTICLE III BUILDING CONSTRUCTION STANDARDS
SEC. 5 – 65 ~~STRETCH~~ SPECIALIZED ENERGY CODE

THAT the City Council of the City of Newburyport hereby amends Chapter 5 Buildings and Building Regulations, Article III Building Construction Standards by amending Section 5-65 to the City of Newburyport Code of Ordinances as follows, with deletions ~~double-stricken through~~ **and in bold**, and additions double-underlined and in bold:

~~5-65-1. Adoption. The City of Newburyport has adopted the provisions of 780 CMR 120.AA (i.e., Appendix 120.AA of the State Building Code or the "Stretch Energy Code"), as may be amended from time to time, in place of the provisions set forth under 780 CMR 13.00, 34.00, 61.00 and 93.00.~~

~~5-65-2. Purpose. The purpose of the Stretch Energy Code shall be to provide the city with a more energy efficient alternative to the base energy code otherwise set forth under the State Building Code.~~

5-65.1 Purpose

The purpose of the Specialized Energy code 225 CMR 22.00 and 23.00 including Appendices RC and CC, also referred to as the Specialized Energy Code is to provide a more energy efficient and low greenhouse gas emissions alternative to the Stretch Energy Code or the baseline Massachusetts Energy Code, applicable to the relevant sections of the building code for both new construction and existing buildings with the goal of achieving net Zero greenhouse gas emissions from the buildings sector no later than 2050. § _____

5-65.2 Definitions

- a. International Energy Conservation Code (IECC) – The International Energy Conservation Code (IECC) is a building energy code created by the International Code Council. It is a model code adopted by many state and municipal governments in the United States for the establishment of minimum design and construction requirements for energy efficiency, and is updated on a three-year cycle. The baseline energy conservation requirements of the MA State Building Code are the IECC with Massachusetts amendments, as approved by the Board of Building Regulations and Standards and published in state regulations as part of 780 CMR.
- b. Specialized Energy Code – Codified by the entirety of 225 CMR 22 and 23 including Appendices RC and CC, the Specialized Energy Code adds residential and commercial appendices to the Massachusetts Stretch Energy Code, based on amendments to the respective net-zero appendices of the International Energy Conservation Code (IECC) to incorporate the energy efficiency of the Stretch energy code and further reduce the climate impacts of buildings built to this code, with the goal of achieving net-zero greenhouse gas emissions from the buildings sector no later than 2050.
- c. Stretch Energy Code - Codified by the combination of 225 CMR 22 and 23¹, not including Appendices RC and CC, the Stretch Energy Code is a comprehensive set of amendments to the International Energy Conservation Code (IECC) seeking to achieve all lifecycle cost-effective energy efficiency in accordance with the Green Communities Act of 2008, as well as to reduce the climate impacts of buildings built to this code. The stretch energy code was previously codified in 780 CMR appendix 115.aa, prior to the passage of the 2021 Act Creating a Next-generation Roadmap for Massachusetts Climate Polity (2021 Climate Act).

5-65.3 Applicability

This energy code applies to residential and commercial buildings.

5-65.4 Specialized Code

The Specialized Code, as codified by the entirety of 225 CMR 22 and 23 including Appendices RC and CC, including any future editions, amendments, or modifications, is herein incorporated herewith.

¹ Note: The Stretch energy code was previously codified in 780CMR appendix 115.aa, prior to the passage of the 2021 Act Creating a Next-generation Roadmap for Massachusetts Climate Policy (2021 Climate Act). The 2021 Climate Act transferred authority for promulgation of the Stretch energy code to the Department of Energy Resources

The Specialized Code is enforceable by the inspector of buildings or building commissioner.

Councillor Afroz K. Khan

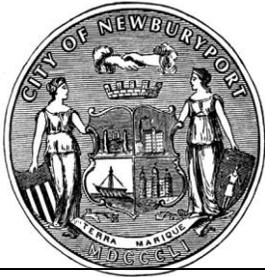
Councillor Edward C. Cameron, Jr.

In City Council March 11, 2024:

Motion to refer Planning & Development and COTW by Councillor McCauley, seconded by Councillor Harman. Roll call vote, 10 yes, 1 absent (Khan), motion passes.

In City Council April 8, 2024:

Motion to approve by Councillor Shand, seconded by Councillor Preston. Motion to move to a date certain, April 29, 2024 by Councillor McCauley, seconded by Councillor Harman. Roll call vote, 10 yes, 1 absent, motion passes.



CITY OF NEWBURYPORT SUSTAINABILITY OFFICE

NEWBURYPORT CITY HALL

60 PLEASANT STREET
TEL: 978-499-0413

NEWBURYPORT, MA 01950

MEMORANDUM

TO: City Council President Edward Cameron and Members

FROM: Molly M. Ettenborough
Sustainability Manager
Michael Strauss
Chairman, Energy Advisory Committee

CC: Sean R. Reardon, Mayor
Andrew Levine, Chief of Staff
Greg Earls, Building Commissioner
Andrew Port, Director of Planning and Development

RE: Specialized Opt-In Stretch Code

Federal, state, and municipal governments have all made commitments to become net zero. In general terms that means that all energy use for building heating and cooling, electric plug loads, and transportation, will not add to greenhouse gas emissions in the atmosphere. The general plan from the federal and state government is to convert all energy use to electricity and green up the electric supply. Much of the work converting to electricity is at the local level, while converting the grid to renewable and non-greenhouse gas emitting sources is up to the state and federal governments. Currently, the ISO New England electric supply is 52% non-carbon emitting power. The percentage will increase over time.

Buildings heating and cooling are responsible for roughly one third of all greenhouse emissions. It is an important step for building codes to require buildings to use electricity for their HVAC systems or make sure they are wired for conversion, as it is less expensive to do this initially than to completely retrofit a building later.

The Specialized Opt-in Stretch code provides a tool for municipalities to encourage construction of electric buildings while maintaining consumer choice. With the Specialized Opt-in Stretch code in place, cities may focus their efforts on converting older buildings safe in the knowledge that new buildings will be energy efficient and either electric or easily converted to it.

The Specialized Opt-in Stretch code only applies to new construction and additions over 1000 square feet. For these additions, it only applies to the new space. The code does not require the existing space to be upgraded. The Specialized Opt-in Stretch code does not apply to renovations if they conform to the original footprint.

There are two pathways to conform to the Specialized Opt-in Stretch code. The first is the all-electric pathway. If the building is built with all electric utilities: heating, cooling, hot water, clothes dryer, and cooking, then nothing additional needs to be done above the current building code in the City of Newburyport.

The one exception is large multifamily buildings over 12,000 square feet. They need to have slightly higher energy efficiency than the current building code. This means better insulation, doors, windows, and air management.

The second pathway is mixed fuel. If the builder chooses to use fossil fuels for any part of the energy use, then additional requirements kick in. All building classes must be prewired for electricity. This means there must be panel capacity to handle all electric utilities and there must be wiring in place to get the electricity to appropriate places in the house. In addition, all building classes must have solar panels to offset at least some of the greenhouse gas emissions of the fossil fuels used, unless there is shading making it unfeasible or if it is a large multifamily (>12,000 square feet) because they will likely have heating and cooling units on the roof. Finally, all building classes except small homes (<4,000 square feet) will need to be constructed to a higher energy efficiency.

This two-pathway approach makes it easy for builders to plan and understand the consequences of their building choices. It is also straight forward for local building departments to implement. The State of Massachusetts DOER has determined that the total cost of ownership is less for new all-electric homes than for mixed fuel costs when one factors in the savings from incentives for electric operation and the differential in energy costs.

ADDITIONAL INFORMATION RESOURCES RELATED TO ALL-ELECTRIC HOMES

[Text of warrant article 31 and motion](#)

[Slide deck used for webinars](#)

[Cost advantages of electric heat pumps \(slides\)](#)

1. Cost & practicality

[It's Time to Rewire America and Electrify Everything](#) (3 minute video)

[The largest city in the U.S. bans natural gas in new buildings](#) (NYC, 12/2021)

Electric heating & cooling

- [Air Source Heat Pump Buying Guide](#)
- [Cost comparison calculator on Efficiency Maine website](#)
- [The Economics of Electrifying Buildings](#)

Electric cooking

- [NYT article - "The Case for Induction Cooking"](#)
- [Blog post - Induction vs Electric Cooktop](#)
- [How the Fossil Fuel Industry Convinced Americans to Love Gas Stoves](#)

Electric water heaters

- [Your Guide to Heat Pump Water Heaters](#)

Financial incentives for heat pumps, water heaters, insulation, solar panels, EVs

- [Summary list with links](#)

Other information about sustainable living

- [LincolnGreenEnergy.org](#)

2. Connections to state-wide policy

The 2021 climate act (Next-Gen/Roadmap Act)

- [“What You Need To Know About The New Mass. Climate Law”](#)
- [MAPC summary](#)

Similar motions passed by other towns:

- [Acton](#) (articles 13 and 14)
- [Arlington](#) (motion described, with link to it)
- [Brookline](#) (article 21)
- [Concord](#) (article 31)
- [Lexington](#) (article 29)

Pending general home rule legislation: [H.2167](#) and [S.1333](#)

Net zero stretch code development

- [February 2022 DOER proposal](#)
- [Related state webpage](#)
- [Net Zero Building Alliance comprehensive comment letter](#)
-

3. The urgency of climate change

- [“In a World on Fire, Stop Burning Things”](#) (Bill McKibben in [The New Yorker](#), 3/18/22)
- [Deloitte Report: Inaction on Climate Change Could Cost the US Economy \\$14.5 Trillion by 2070](#)
- [Climate change: a threat to human wellbeing and health of the planet. Taking action now can secure our future](#) (2/28/22 press release from the Intergovernmental Panel on Climate Change (“IPCC”))

4. Interested in retrofitting?

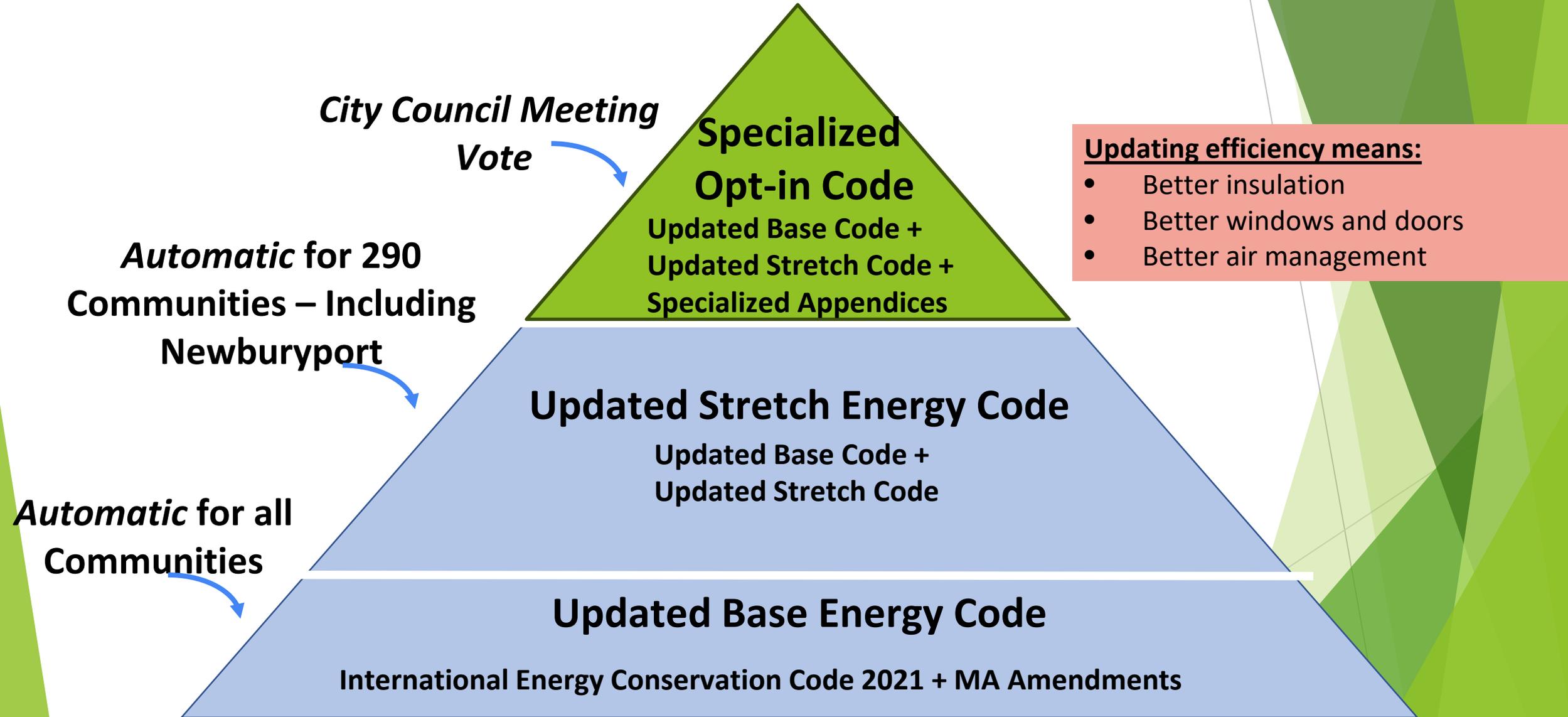
- [View the Videos of the ‘Home Electrification Series: A Step-by-Step Guide to Switching off Fossil Fuels and Going Electric in Your Home’](#)
- See also items under “Cost & Practicality”, above

MA Specialized Opt-In Code Presentation

Newburyport City Council Meeting - February 26, 2024

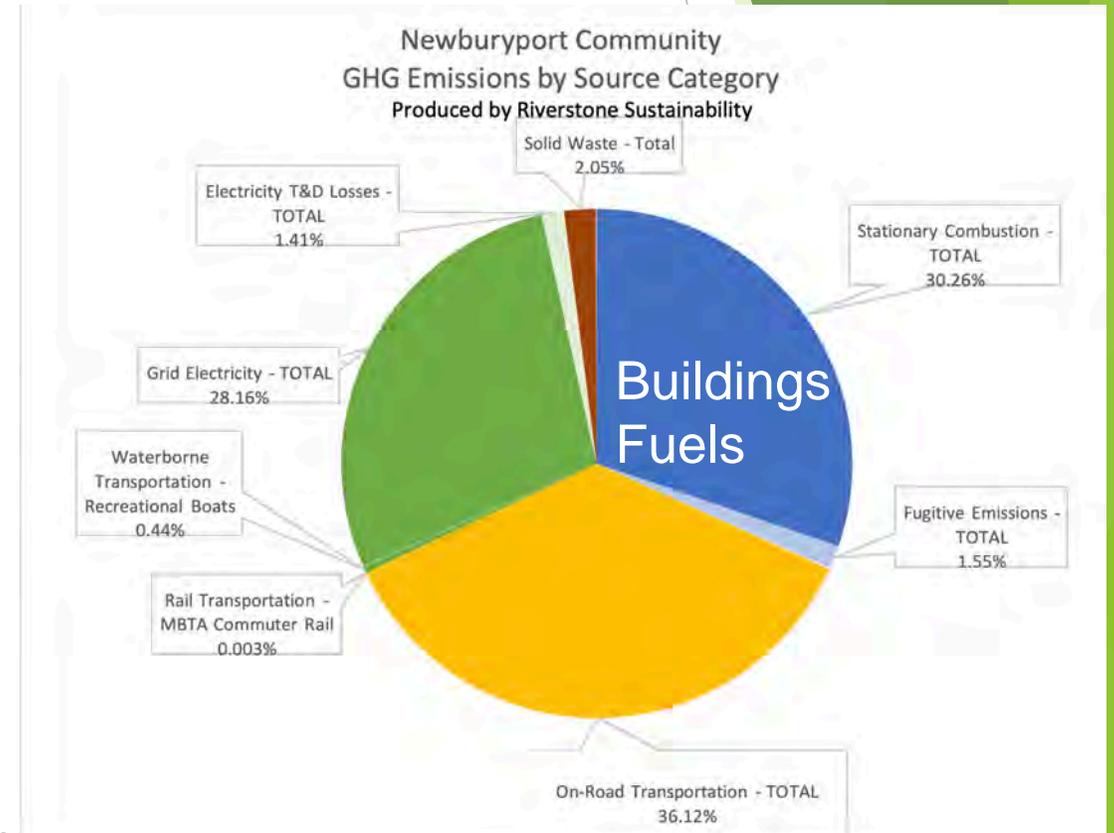


MA Energy Codes Updated in Jan 2023



Why Specialized Opt-In Code

- ▶ Net Zero Commitments
 - ▶ Master Plan
 - ▶ Energy Road Map
 - ▶ C40 Agreement
- ▶ Buildings are ~1/3 of our carbon footprint
 - ▶ Need to reduce this
- ▶ Our Net Zero Plan
 - ▶ Go electric (our job)
 - ▶ Buildings
 - ▶ Transportation
 - ▶ Green up the grid (state and feds job)
- ▶ The electricity grid is decarbonizing
 - ▶ 52% non-carbon sources (ISO New England)
 - ▶ Increase over time
- ▶ Specialized Opt-In Code
 - ▶ New construction will be electric or electric ready
- ▶ 31 Communities in MA have adopted it so far

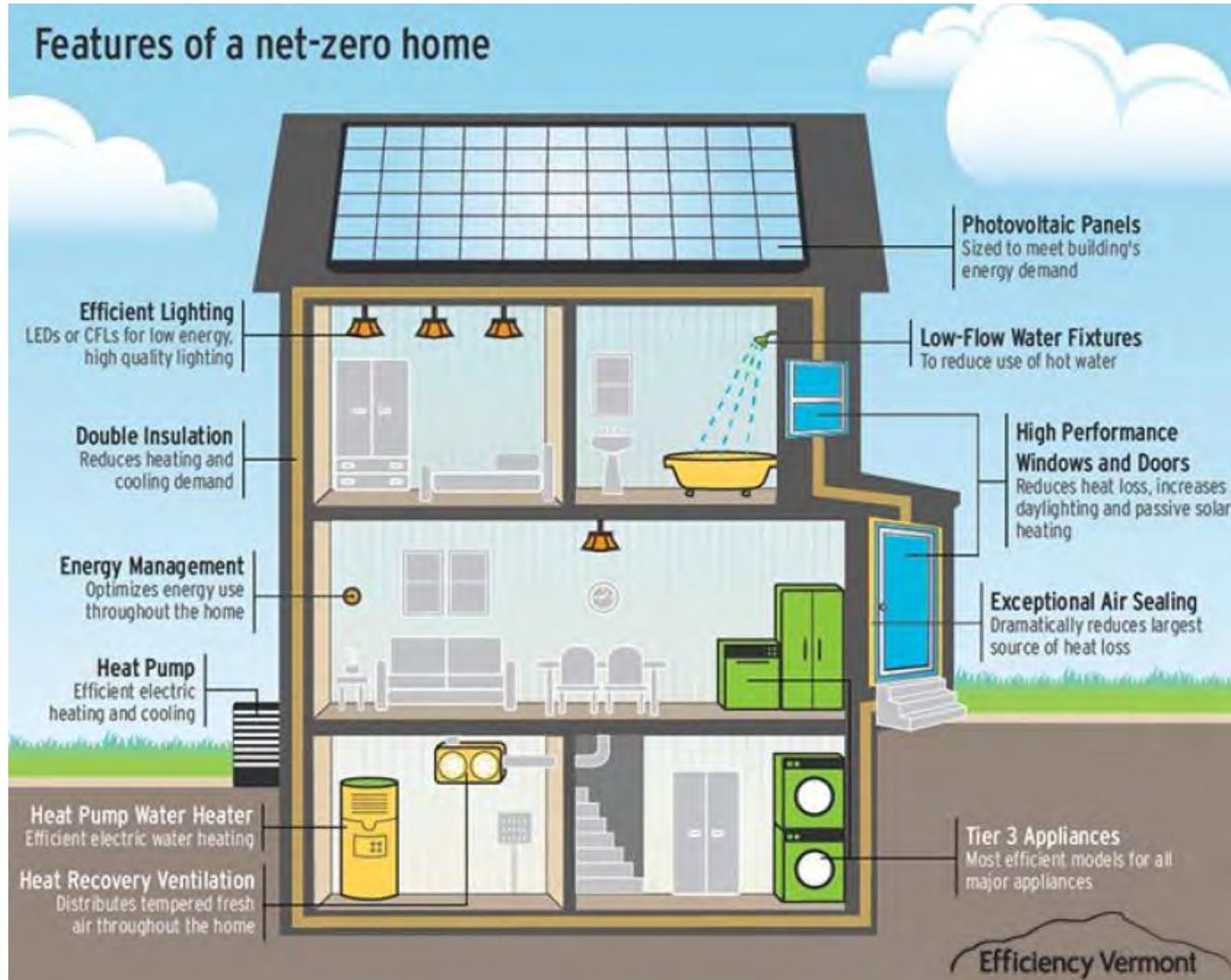


Adopting the Specialized Opt-In Code



- Applies to **NEW** construction only.
 - Additions (>1000sqft) **NOT** original structure
 - Renovations are exempt
- **NOT** more efficient than stretch code, unless:
 - Large single family (>4000 sqft) & uses fossil fuels
 - Large multi-family (>12,000 sqft)
- Electric ready
 - Consumer choice in heating and cooling
 - Future proof: rewiring and panel capacity
- Encourages all-electric buildings:
 - Less \$ to build and operate
 - Healthier to live in
- New buildings: ready to meet MA climate goals
 - Per MA Dept. of Energy Resources

What Does an Energy Efficient Home Look Like?



2 Pathways for New Construction

	<u>All Electric</u> Heating, Cooling, Hot Water, Clothes Dryer, Stove	<u>Mixed Fuel</u> Some Fossil Fuels
Residential <4000sqft 	NO additional requirements over stretch code	Pre-wire for electric Solar unless shaded
Residential >4000sqft 	NO additional requirements over stretch code	Pre-wire for electric Solar Higher energy efficiency
Multifamily >12,000sqft 	Higher energy efficiency	Pre-wire for electric Higher energy efficiency
Commercial 	NO additional requirements over stretch code	Pre-wire for electric Solar panels Higher energy efficiency
Higher energy efficiency means better insulation, windows and doors, and air management		

Electric Buildings are Good for: Wallet, Comfort, Health, and Climate

- ▶ Lower initial and operating costs
 - ▶ Full cost of ownership: mortgage plus energy
 - ▶ MA DOER <https://www.mass.gov/doc/summary-of-stretch-code-study-energy-efficiency-analysis-feb-2022/download>
- ▶ Comfort
 - ▶ Quieter
 - ▶ Stable uniform temperatures
- ▶ Less Air Pollution = Improved Health Harvard School of Public Health 2017
 - ▶ In MA burning fuels in buildings:
 - ▶ 749 premature deaths
 - ▶ \$8.4 billion in additional health care costs
- ▶ Mitigates Climate Change
 - ▶ All-electric homes produce 31% fewer GHG emissions than mixed fuels homes.
 - ▶ Rocky Mountain Institute

Won't This Make Newburyport Undesirable

- ▶ Same concerns with
 - ▶ Bottle bill
 - ▶ Thin film plastic bag ban
 - ▶ Stretch code
- ▶ Newburyport property values continue to increase
 - ▶ It is the most desirable city in our region
 - ▶ Building and renovation costs lower!
 - ▶ Operating costs lower!
- ▶ The Specialized Opt-In Code means Newburyport homes are :
 - ▶ The most energy efficient possible
 - ▶ The most comfortable in all weather
 - ▶ Least expensive to operate
- ▶ Affordable housing
 - ▶ Affordable should be quality housing and comfortable housing

Better For the City

- ▶ Stretch code adoption (2010) enabled Green Community status
 - ▶ 7 grants, >\$1.2 million total
 - ▶ \$150,000/yr savings for streetlights alone
 - ▶ Almost all cities and towns are Green Communities: No longer an advantage
- ▶ New state program: Climate Leaders
 - ▶ Will require Specialized Opt-In code
 - ▶ Will open new funding opportunities for the city
- ▶ Minimal impact on city resources: Business as usual
 - ▶ Building Dept.
 - ▶ Planning Dept.
- ▶ The Specialized Opt-in code will become the base code over time
 - ▶ Might as well get the advantages of adopting it early
 - ▶ \$\$ for the city
 - ▶ Less expensive homes to build and operate
 - ▶ Homes that are better for the environment

Questions and Comments

Mike Strauss, Chair Energy Advisory Committee

Email: mstrauss@alum.mit.edu

Cell: 978-462-0102

Molly Ettenborough, Sustainability Manager

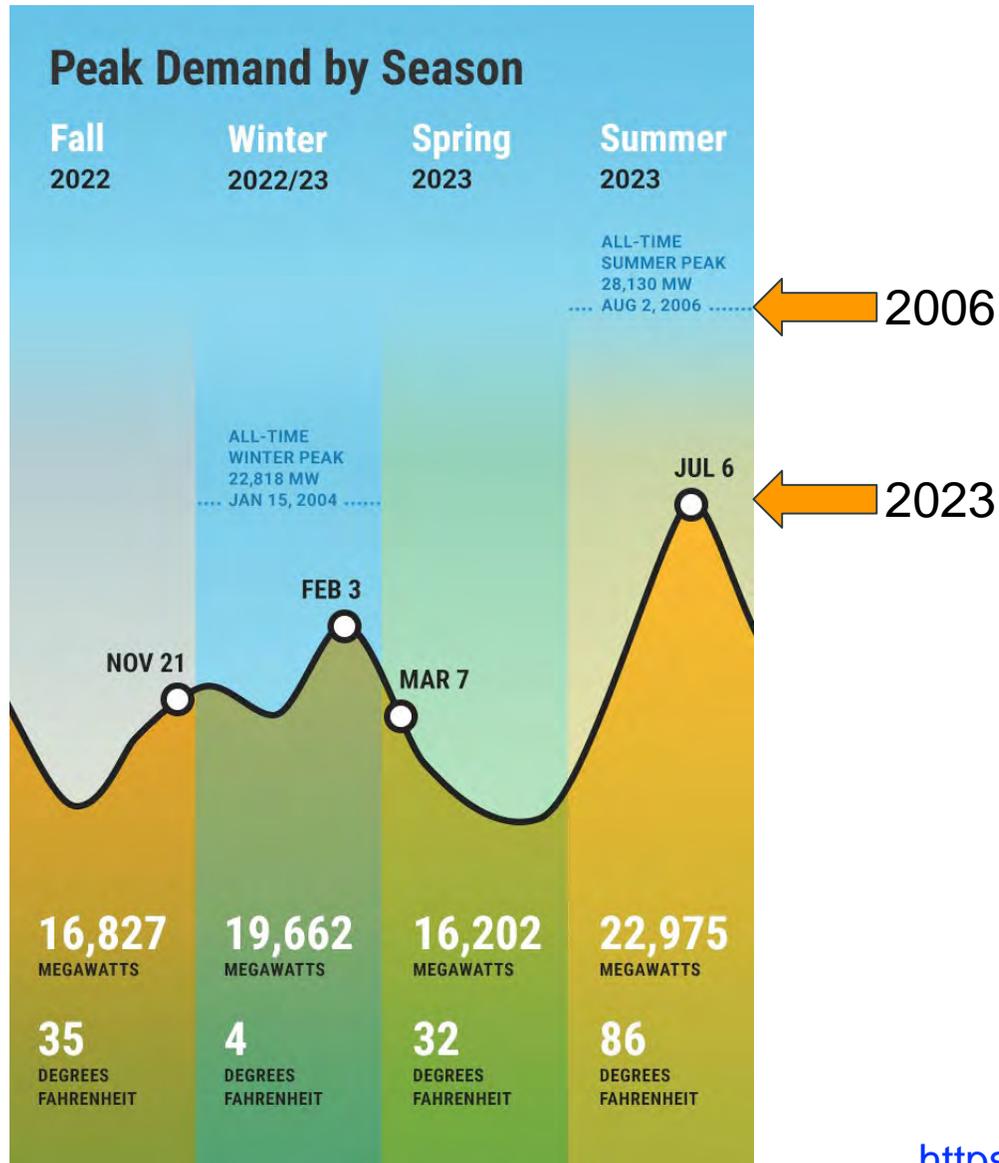
E-Mail: mettenborough@cityofnewburyport.com

Work: 978-499-0413

FAQs

- Does the Opt-In Specialized Code apply to existing structures?
 - **No.** Improvements to existing structures, depending on size, are regulated by the Updated Stretch Code and Base Code.
- Will the Opt-In-Specialized Code discourage the creation of affordable housing?
 - **No.** Incentives will continue to encourage affordable housing while the Opt-In Specialized Code delivers benefits for residents.
- Is it possible to install a gas cooktop?
 - **Yes.** This is permitted under the Mixed Fuel pathways.
- Why adopt the Opt-In Specialized Code?
 - **The #1 reason is that it requires pre-wiring**, avoiding costly retrofits down the road and expediting electrification.
- Why does the Opt-In Specialized Code permit fossil fuels?
 - **It preserves market choice** at a time when utility pricing is highly volatile and utility costs vary among MA communities.

The Electric Grid is Ready for the Specialized Code



Current peak demand is 20% less than it was in 2006 due to energy efficiency and solar panel installations.

ISO New England's most recent 10 yr forecast:

- Summer peak demand is expected to grow by less than 2% annually through 2032
- Winter peak demand is expected to grow by 1-4% annually through 2032
- Capacity will continue to exceed peak demand

All-Electric Saves Money Versus Base Code!

- Electric: **less expensive** to install
- Electric: **less expensive** to operate: Mortgage & Energy

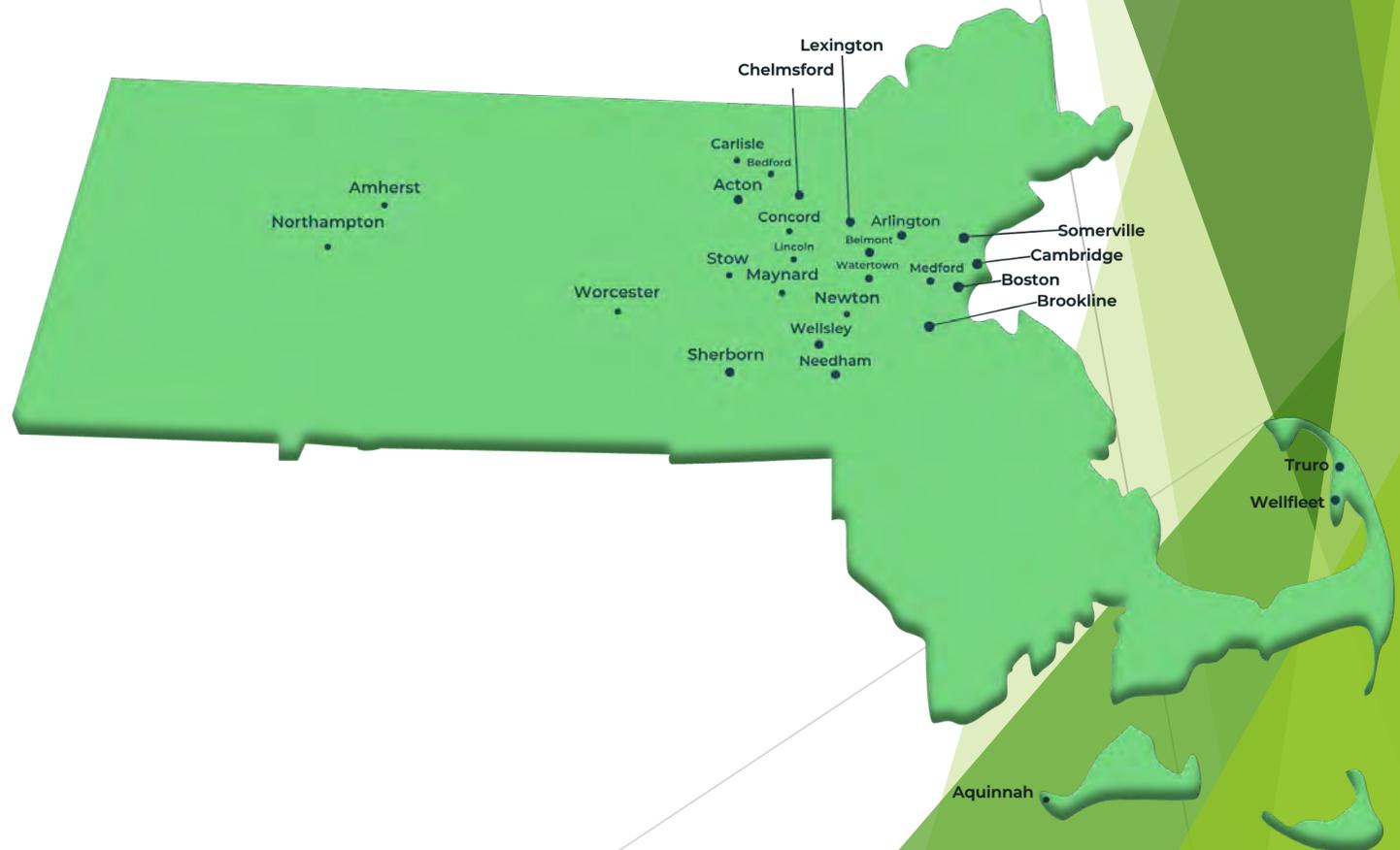
Building type	Incremental cost to build			Incremental cost to operate		
	Electric	Gas	Electricity edge	Electric	Gas	Electricity edge
Large 1-family	- \$20,062	+ \$3,183	\$23,245	- \$548	- \$302	\$246
Small 1-family	- \$28,597	+ \$7,907	\$36,504	- \$1,053	+ \$496	\$1,549
Townhouse	- \$11,938	+ \$802	\$12,740	- \$335	+ \$21	\$356
6-family	- \$15,690	+ \$2,277	\$17,967	- \$683	- \$14	\$669

From <https://www.mass.gov/doc/summary-of-stretch-code-study-energy-efficiency-analysis-feb-2022/download>
Summary pages 13-14, detail pages 16-32

Rapid Adoption of Opt-In Specialized Code: Communities Want to Protect Themselves

- ▶ The Opt-In Specialized Code, **designed to provide protections for communities** (although still not Fossil Fuel Free or Net-Zero, as it was mandated to be), has been passed in the following **31 communities** (as of 12.4.23), *many of those with unanimous or near-unanimous votes*, representing **25.6% of the State's population**, and far more in terms of building activity.
- ▶ About a dozen additional communities are expected to pass the Specialized Code later late Fall 2023 or Spring 2024, which would bring the total to **almost 30%** of the State's population. **The rapid adoption of the Specialized Code demonstrates that communities throughout MA are committed to adopting the BEST building codes that they are able to.**

List of Communities Who Have Opted-In to the Specialized Stretch Code (Updated 11/14/23)





2023 Stretch Energy and Municipal Opt-In Specialized Building Code Frequently Asked Questions

1. What are the building energy code options for cities and towns in Massachusetts?

Massachusetts cities and towns now have 3 related choices of stringency of building energy code. These are the 'Base code' the 'Stretch code' and the 'Specialized code'. The minimum or 'base' energy code is the latest version of the national model code – the International Energy Conservation Code (IECC) with some amendments for Massachusetts. The base code is part of the building codes governed by the state Board of Building Regulations and Standards (BBRS). In 2023 the base code is being updated from the 2018 IECC to the 2021 IECC, and MA amendments adding wiring for electric vehicles and maintaining solar ready roof requirements.

2. What is the Stretch code?

The 'Stretch code' is a more energy efficient alternative to the base code. The 2023 update is the 3rd major update to the 2009 original Stretch code. The Stretch code increases the energy efficiency requirements for all new residential and commercial buildings, as well as for additions and renovations that require building permits. Municipalities started adopting the Stretch code in 2009; as of January 2023, 300 out of 351 Massachusetts cities and towns have adopted it. The Stretch code is now published and maintained by the Department of Energy Resources.

3. What is the Specialized code?

The Specialized code is required by statute ([MGL 25A Section 6](#)) to help achieve MA GHG emission limits and building sector_sub-limits set every five years from 2025 to 2050. As a result, all compliance pathways under the Specialized code are designed to ensure new construction that is consistent with a net-zero Massachusetts economy in 2050, primarily through a combination of energy efficiency, that it in turn enables reduced heating loads, and efficient electrification. Use of fossil fuels such as gas and propane or biomass is permitted but comes with additional requirements for on-site solar generation and pre-wiring for future electrification of any fossil fuel using equipment.

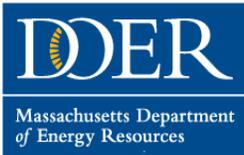
4. What is the anticipated cost of building under the Stretch energy code?

Designed and constructed in accordance to Stretch code standards, low-rise residential buildings built with all electric heating and cooling (via heat pumps) will typically cost less to build and operate than those built with fossil fuel heating. One reason for this is that heat pumps can be used for both heating and central air conditioning, whereas fossil fuel heated new homes typically require a separate air conditioning system.

DOER has commissioned studies to analyze the change in construction costs related to building to the Stretch code for several sizes and types of residences, and they generally indicate the construction and operating costs are lower under the Stretch code standards with fully electric heating and cooling via heat pumps. These case studies are available on DOER's website here:

<https://www.mass.gov/doc/residential-stretch-code-costs-and-benefits-case-studies/download>

Analysis of various types of common commercial buildings are also available on the DOER website,



though these don't include an analysis of Mass Save or federal building incentives.

5. How do the base and Stretch codes differ?

The base energy code is currently based on amendments to the IECC2018 national model code but will update to the IECC2021 model code as part of a larger update to the building code as it moves from the 9th edition to the 10th edition. The timing is uncertain but expected at some point in 2023. **The base energy code in both the 9th and 10th editions provides two options** residential builders may use to meet energy efficiency requirements:

- **Prescriptive Method**, installing elements with specific energy efficiency levels (e.g., windows, or wall & roof insulation, furnace, etc.), or
- **Performance-based Method**, building to ensure the home performs to a specific level of efficiency, typically measured through a **HERS** (Home Energy Rating System) or **Passive House** analysis, including both of the design plans and the actual built home once construction is completed. The builder can decide how to design the house to reach the performance target.

The Stretch code requires that builders use the **performance-based method**. Measuring the home in this way brings in a 3rd party energy expert who verifies it is designed and built to perform as expected, which is **an important protection for the homeowner and for any future buyer**. Some builders in non-Stretch code communities voluntarily choose to use the performance-based method required by the Stretch code because it can often provide greater flexibility.

6. How is the Specialized code different from the Stretch code?

The Specialized code has accelerated adoption of more efficient HERS rating thresholds (HERS 42 and 45) and provides three paths for low rise residential compliance, including a zero-energy pathway (with solar PV). It also requires new homes over 4,000 sq ft to follow the all-electric or zero energy pathway. Solar PV is required for any new construction utilizing fossil fuels for heating. The Specialized code for multi-family housing 4 stories and above phases in Passive House standards by January 2024.

7. Where can I find and read more about the Stretch code and Specialized code?

The Stretch and Specialized codes are new regulations in [225 CMR 22.00](#) and [225 CMR 23.00](#). CMR 22.00 covers Residential low-rise construction and CMR 23.00 covers Commercial and all other construction (including most multi-family).

8. What building types does the Stretch energy code and Specialized code apply to?

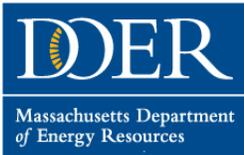
The Stretch code applies to both residential and commercial new construction, as well as certain renovations and additions. The Specialized code applies only to new residential and commercial new construction.

9. What categories do multi-family residential buildings fall into?

Multi-family building with central heating and cooling are considered commercial buildings. Those that are townhouses and have separate heating and cooling are considered to be low-rise residential buildings.

10. How does the Stretch code apply to historic buildings?

Historic buildings are exempt from both Stretch codes and the base energy code.



11. What is a HERS rating?

HERS stands for 'Home Energy Rating System,' and is a national standard that uses information on the design of the energy systems in a home to calculate, via computer modeling, the average energy needs of that home and give it a rating score. The HERS Index was developed by the non-profit Residential Energy Services Network (RESNET) for the mortgage industry and is utilized by the Federal Internal Revenue Service (IRS) and the LEED for Homes program. On the HERS 2006 index scale smaller numbers are better, with 0 representing a net zero energy home, and 100 represents a home built according to meet the national model energy code in 2006 (the IECC 2004 with 2005 amendments). A HERS rating of 52 means that the home uses about 48% less energy than the same size home built to the 2004/2005 IECC code requirements.

12. Do I have to get a HERS rating?

New low-rise residential buildings constructed under the Stretch code will have to get a HERS rating. The HERS performance-based approach provides a very good way to ensure that homes are not only well designed but also well built. As part of the HERS rating the home will be tested for air leakage, and under both the base and the Stretch code homes with heating and cooling ducts may also have those tested for leakage. The HERS rater, builder and building inspector can have confidence that the completed homes really are energy efficient.

Standards and Training:

13. What training and materials are available on the Stretch and Specialized codes

The Mass Save program provides training for code officials, builders, and design professionals. Visit their website at <https://www.masssave.com/en/learn/partners/energy-code-training-and-events> for scheduling.

DOER also provides technical experts to perform public outreach in municipalities that are considering a vote on the Stretch and/or the Specialized Stretch code. Those interested in this assistance should reach out to their regional Green Communities Coordinator

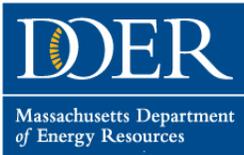
Process:

14. What is the process for adoption of the Stretch and Specialized energy codes?

Towns and cities in Massachusetts can choose to remain on the base energy code, adopt the Stretch energy code, or adopt the Specialized energy code as their mandatory energy code requirement. A municipality would remain on the base energy code unless and until it adopts the Stretch code or Specialized code through its appropriate public process.

15. How would a town or city adopt the Stretch and Specialized energy codes?

The Stretch code and Specialized code regulations may be adopted by any municipality in the commonwealth, by decision of its governing body. In a city having a Plan D or Plan E charter the governing body shall be the city manager and the city council, and in any other city the mayor and city council. In towns the governing body shall be Town Meeting.



In order to be adopted, the regulations must be considered at an appropriate municipal public hearing, subject to the municipality's existing public notice provisions. Cities are advised to adopt the Stretch and Specialized energy codes by general ordinance and towns are advised to adopt the codes as a general bylaw. Current Stretch code communities wishing to adopt the Specialized code may choose to amend their existing ordinance or bylaw to refer to the new regulations. Municipalities should consult with their counsels on appropriate language.

Please note, once the Stretch and Specialized code is adopted by a municipality, all future editions, amendments and modifications are automatically adopted unless the municipality rescinds adoption of the code itself. A community must adopt the Stretch and Specialized code "as is," without applying any amendments or conditions.

Also note, according to the Attorney General's office:

Pursuant to G.L. c.40, S 32, neither general nor zoning by-laws take effect unless the town has first satisfied the posting/publishing requirements of that statute. Once this statutory duty is fulfilled, general by-laws and amendments take effect on the date that these posting and publishing requirements are satisfied unless a later effective date is prescribed in the by-law ...

DOER recommends that the warrant article, the motion and the by-law/ordinance explicitly specifies an effective date so that everyone (building officials, builders, homeowners, voters) is fully aware of when the Stretch and Specialized energy codes take effect. **It is further recommended that municipalities choose either July 1 or January 1 as the effective date.**

Enforcement/Requirements:

16. How would the Stretch code be implemented and enforced?

Once the Stretch or Specialized energy code is adopted by a town or city, it supplements the previous energy code language and becomes the binding energy code language for building projects in that municipality. Implementation and enforcement of the code is similar to existing code, where the developer is responsible for submitting documentation of compliance to the building inspector for review, and the building inspector conducts a site review.

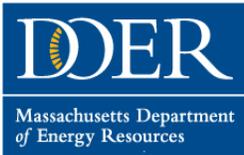
17. What is the role of a building code official and a HERS rater for residential projects?

Residential low-rise buildings meeting the Stretch code through a HERS rating require independent certification by a HERS rater. Their work will produce a report detailing the energy systems in the building and will provide a HERS index score. In this way the local inspector retains their oversight role but the additional energy requirements are intended to not place a significant additional burden on their time.

18. How do I find a HERS rater?

HERS raters work with the residential builder/developer/design team and should be included in the team from the outset. Lists of HERS raters working in Massachusetts are available on the [Mass Save website](#), and from the [Northeast HERS Alliance](#).

19. What training and certification do HERS raters undergo?



HERS raters are typically experienced building professionals, who in addition take a week or two week long intensive training course in residential energy efficiency. After completing the training, learning how to use HERS rating software, and passing a test, new raters must also complete at least 5 ratings with an experienced HERS rater before being able to independently award ratings. In addition to this initial training and certification, HERS raters must be affiliated with a certified HERS provider which is responsible for ongoing code education and quality assurance oversight of the HERS rater’s work. The HERS providers also carry liability insurance and allow builders to request a review from a second HERS rater in the rare case of disputes.

20. If my community has already adopted Stretch energy code, do we need to vote for it again?

No

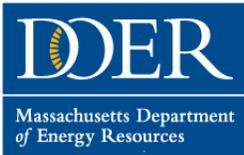
Residential Building Questions:

R1. How do I meet the residential Stretch code for new 1 and 2 family homes and townhouses?

For new residential homes including multi-family homes of 3 stories or less, builders can choose to either meet Home Energy Rating Scores (HERS) certification or Passive House certification. Starting January 1, 2023, the maximum allowed HERS Index Score for residential low-rise construction ranges from 52 (for residences heated with fossil fuels) to 58 (for all-electric residences with on-site solar PV). HERS Index scores will be reduced to 42 and 45 starting July 1, 2024. Please review to Table 1 below:

TABLE 1: CHANGES TO MAXIMUM HERS INDEX

On-site Clean Energy Application	Maximum HERS Index score (before renewable energy credit)		
	New construction		Extensive Alterations, Additions and Change of use
	Updated Stretch Code July 1, 2024	Updated Stretch Code Jan. 1, 2023 <i>(Same as 10th edition base code)</i>	Updated Stretch Code (Jan. 1, 2023)
None (Fossil fuels)	42	52	52
Solar		55	55
All-Electric	45	55	55
Solar & All-Electric		58	58



The 2023 Stretch Code maintains differential HERS ratings among new construction heating with fossil fuels, all-electric, and/or including onsite solar; after a phase-in period until July 1, 2024, which will require HERS 45 for all-electric homes and HERS 42 for homes with any use of fossil fuels.

The 2023 Stretch Code also updates HERS requirements for extensive alterations, additions and change of use for existing homes. Additional detail on alterations, additions and change of use can be found in the section below.

Builders wanting to achieve code compliance via Passive House certification will use the most recent Passive House Institute US (Phius) standards.

The updated Stretch code requires at least one space per home and a minimum of 20% of spaces in a new multi-family parking lot be provided with electric wiring to allow for **future EV charging**.

Existing buildings: Alterations, Additions and Changes of use:

The 2023 Stretch Code clarifies when alterations to existing homes trigger compliance with different requirements. The requirements are as follows:

- **Additions over 1,000 square feet (sf)** must follow the HERS Pathway and meet the HERS requirements for Additions in Table 1 above. Additions under 1,000 square feet will continue to follow Base Energy Code.
- **Additions that exceed 100% of the conditioned floor area of the existing dwelling unit** (ie. more than double the size of the house) must follow the HERS Pathway and meet the HERS requirements for Additions in Table 1 above.
- **Level 3 Alterations** (over 50% of the home is renovated and reconfigured) as defined in the International Existing Building Code (IEBC 2021) or change of use **exceeding 1,000 sf or exceeding 100% of the existing conditioned floor area**, must meet the HERS requirements in Table 1 above. Level 1 and Level 2 alterations will continue to follow the Base Energy Code.

R2. When is a HERS Rating required for an addition?

A HERS Rating is required where the total added conditioned floor area is greater than 1,000 square feet or the addition exceeds 100% of the existing dwelling unit conditioned floor area.

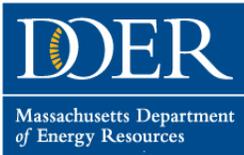
R3. If multiple additions are made to the same dwelling unit and each is under 1,000 square feet, but the total adds up to more than 1,000 square feet, is a HERS Rating required?

Yes, the floor area of multiple additions should be treated cumulatively. When two or more additions add up to greater than 1,000 square feet, a HERS Rating is required.

R4. Is the floor area trigger for when a HERS Rating is required for additions based on conditioned floor area?

Yes, only conditioned floor area is included when determining whether the addition requires a HERS Rating.

R5. Can a HERS Rating be performed on an addition?



It depends. HERS Ratings may only be performed on dwelling units, so if the addition contains areas for living, sleeping, eating, cooking, and sanitation, a HERS Rating may be performed on the addition. If the addition is not a dwelling unit, the HERS Rating must be performed on the existing home plus the addition.

R6. Is a blower door test required for additions that trigger the requirement for a HERS Rating?

Yes. Blower door testing is a required element of a HERS Rating.

R7. Is a blower door test required for additions that do not trigger the requirement for a HERS Rating and are allowed to follow the prescriptive path?

In most cases, blower door testing is not required because passing the test would require performing work on the existing building. IECC Chapter 5 states that additions must comply as they relate to new construction “without requiring the unaltered portion of the existing building or building system to comply.” However, where feasible and practical, a code official could require testing of the addition alone.

R8. If an alteration meets the definition of a Level 3 alteration under the IEBC or an extensive alteration under IRC Appendix AJ, but does not exceed 1,000 square feet or 100% of the existing floor area, is a HERS Rating required? Likewise, if an alteration does not meet the definition of a Level 3 alteration, but exceeds 1,000 square feet or 100% of the existing floor area, is a HERS Rating required?

No. A HERS Rating is only required for alterations that meet the definition of a Level 3 alteration under the IEBC or an extensive alteration under IRC Appendix AJ **and** exceed 1,000 square feet or 100% of the existing floor area.

R9. Is the floor area trigger for when a HERS Rating is required for alterations based on conditioned floor area?

Yes, only conditioned floor area is included when determining whether the alteration requires a HERS Rating.

R10. Is a blower door test required for alterations that trigger the requirement for a HERS Rating?

Yes. Blower door testing is a required element of a HERS Rating.

R11. Is a blower door test required for alterations that do not trigger the requirement for a HERS Rating and therefore are allowed to follow the prescriptive path?

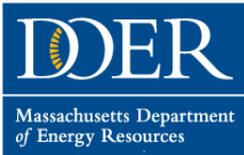
In most cases, blower door testing is not required because passing the test would require performing work on the existing building.

R12. Is EV readiness required for alterations?

No. EV readiness is only required for new construction.

R13. Is solar readiness required for alterations?

No. Solar readiness is not required for alterations. The solar-ready provisions apply only to new construction as Section R503 – Alterations makes no reference to Appendix RB Solar Ready Provisions.



In addition, Appendix RB states that, “these provisions shall be applicable for new construction, except additions under 1,000 sq ft.”

R14. How much more does it cost to build to the Stretch code, and how does this compare to the energy savings?

It depends on how the new homes are heated. DOER compared costs for residential construction for four building types: 1) Large single homes (4,000 sq. ft.); 2) Small single family homes (2,100 sq. ft.); 3) 3-bedroom townhouses (2,100 sq. ft.); and 4) six-unit multifamily buildings (1,400 sq. ft per unit). The analysis compared construction costs between base code (HERS 52) and Stretch code (HERS 42) heated with natural gas and electric heat pumps. Including tax credits and Mass Save incentives, it is less expensive to build and operate Stretch code homes heated and cooled with heat pumps than those heated with natural gas built under the base code.

Costs and (savings) for residential construction under Stretch code (42 HERS) vs. base code (52 HERS)				
	Gas heat		Electric heat	
Size	Builder costs (savings)	Resident annual costs (savings)	Builder costs (savings)	Resident annual costs (savings)
4,000 sq. ft.	\$3,184	(\$302)	(\$20,062)	(\$548)
2,100 sq. ft.	\$7,907	\$496	(\$28,597)	(\$1,053)
Townhouse	\$62	(\$11)	(\$11,492)	(\$316)
Multi family	\$2,277	(\$14)	(\$15,690)	(\$683)

For more information on the residential cost studies, visit <https://www.mass.gov/doc/residential-stretch-code-costs-and-benefits-case-studies/download>

R15.. What are the Specialized code requirements for new residential construction?

The Residential low-rise Specialized Code offers 3 pathways to demonstrate energy code compliance with varying sets of additional requirements over and above the updated Stretch code:

- 1. Zero Energy pathway**
- 2. All-Electric pathway**
- 3. Mixed-Fuel pathway**

New homes up to 4,000 sf in size may follow any of the three pathways. **New homes over 4,000 sf in size shall follow either pathway 1 or pathway 2.** Table 2 below summarizes the low-rise residential Specialized Code requirements by home size and fuel use. All buildings are required to install wiring for electric vehicle (EV) charging in a minimum of 20% of new parking spaces, and one space per home in one- and two-family homes. Buildings with any combustion equipment designed for fossil fuel use are termed ‘mixed fuel’ buildings.

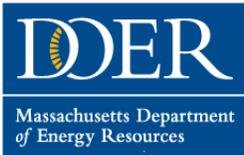


TABLE 2: Residential Specialized code requirements summary by building/dwelling unit size

Building Size	Fuel Type	Minimum Efficiency	Electrification	Min. EV wiring	Renewable Generation
Dwelling units up to 4,000 sf	All Electric	HERS 45 or Phius CORE or PHI	Full	1 parking space	Optional
Dwelling units up to 4,000 sf	Mixed-fuel	HERS 42 or Phius CORE or PHI	Pre-wiring	1 parking space	Solar PV (except shaded sites)
Dwelling units > 4,000 sf	All Electric	HERS 45 or Phius CORE or PHI	Full	1 parking space	Optional
Dwelling units > 4,000 sf	Mixed-fuel	HERS 0 or Phius ZERO	Pre-wiring	1 parking space	Solar PV or other renewables
Multi-family >12,000 sf	All Electric	Phius CORE or PHI	Full	20% of spaces	Optional
Multi-family >12,000 sf	Mixed-fuel	Phius CORE or PHI	Pre-wiring	20% of spaces	Optional

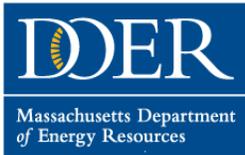
All Electric building performance standard

All electric buildings are defined in the updated Stretch Code and comply with the 2050 net-zero emissions performance standard by meeting the minimum efficiency standards of either HERS 45 or the Passive house pathway and using either air source or ground source heat pumps for primary space heating and heat pump or solar thermal water heating, as well as all electric appliances. All electric buildings are not required to install on-site solar panels but roofs must be solar-ready in accordance with the base and Stretch code requirements.

Mixed Fuel Pathway

New low-rise buildings **under 4,000 sf** using fossil fuels for any on-site use including space heating, water heating, cooking or drying must meet **minimum efficiency requirements of HER 42 or the Passive House pathway**. In order to demonstrate alignment with the 2050 net-zero emissions mandate, all homes or units using fossil fuels for space heating, water heating, cooking, or drying must install sufficient electrical service, space and wiring to allow for future conversion to all electric buildings.

These mixed-fuel homes and buildings utilizing the HERS pathway are also required to **install solar panels that provide no less than 4kw for single family** and not less than 0.75 W/ft² for multi-family, to mitigate these near-term emissions, with an exemption for shaded sites. Homes and buildings utilizing the Passive House pathway are exempt from additional solar install requirements, but must have solar-ready roofs consistent with both the stretch and base code provisions.



R16. Can I include a gas stove in a new home built under the Specialized Code?

Yes, provided the new home has **under 4,000 square feet** of conditioned space and is designed and built in accordance with the mixed-fuel pathway, which includes pre-wiring for future electrification of all heating, water heating, clothes dryers, and cooking equipment; meets HERS 42; and has onsite solar of not less than 4kW.

New dwelling units with **over 4,000 square feet** of conditioned space may install a gas stove, provided the building is designed using the **zero energy pathway**, meets HERS 0 or PHIUS 0 by including onsite renewables.

R17. How much solar PV would I have to install under the Specialized Code Mixed Fuel Pathway?

One- and two- family dwellings and townhouses are required to install a minimum of 4kW of onsite solar per dwelling unit, unless the potential solar zone area is less than 300 square feet.

R18. Can a home with a fossil fuel backup generator still qualify as “all-electric” to be eligible for the trade-off for clean energy systems (i.e., 3-point increase in maximum HERS Index)?

Yes. Fossil fuel powered backup generators are allowed in all-electric homes.

R19. My homesite is in the woods – do I have to cut down trees to meet the onsite solar requirements?

There are exceptions to the onsite solar requirements:

- Roof area oriented between 110 degrees and 270 degrees of true north of new one-and two-family homes and townhouses is under 600 square feet
- Roof area is in full or partial shade for more than 70 percent of daylight hours annually

R20. Are there additional requirements for extensive renovations or additions under the Specialized code?

No, extensive renovations and additions follow the requirements under the “regular” Stretch code.

Commercial Building Questions:

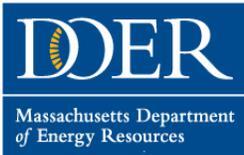
C1. What buildings are covered by the commercial Stretch code?

All non-residential buildings are covered by the commercial Stretch code starting July 1, 2023.

C2. What is required for new commercial buildings to comply with the Stretch code?

Depending on the building type, the updated Stretch code includes several code pathways for new construction.

1. **TEDI Pathway: Offices, residential, and schools** over 20,000-sf are required to use a new Thermal Energy Demand Intensity (TEDI) Pathway. The updated Stretch Code sets forth specific TEDI limits by



building type. This uses the same energy software tools as the current ASHRAE 90.1 Appendix G pathway but with significantly more focus on heating, cooling and the building envelope. Building uses adjacent to office and residential use, such as post offices, town hall, and other similar buildings are also covered under this pathway.

2. 10% better than ASHRAE Appendix G: High ventilation buildings such as labs and hospitals can continue to use a 10% better than ASHRAE appendix G pathway or opt to use the TEDI pathway. Multi-family buildings may follow the ASHRAE appendix G pathway until July 1, 2024. The updated Base Code and updated Stretch Code change the underlying ASHRAE standard 90.1 to the more recent 2019 edition.

3. Prescriptive pathway: Small commercial buildings (any building use except multi-family) under 20,000-sf will be able to continue to comply through an updated prescriptive pathway, or can opt to use the TEDI pathway. The prescriptive pathway is being updated in the Base Energy Code, and the updated Stretch Code includes additional amendments to improve efficiency beyond Base Energy Code for small buildings.

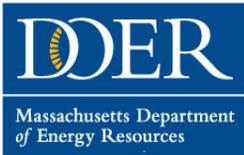
4. HERS and Passive House: Multi-family buildings larger than those covered by the residential low-rise code can choose between HERS and Passive House pathways that contain the same energy efficiency requirements as the updated Residential low-rise Stretch Code. The Passive House certification options remain available as an option for all building types.

	Updated Stretch Code July 1, 2023 through June 30, 2024	Updated Stretch Code Beginning July 1, 2024
Targeted Performance	Optional	Optional
HERS	Optional HERS 52/55	Optional HERS 42/45
Passive House	Optional	Optional
Relative Performance	Optional	Not allowed

Mixed-use buildings can use a combination of code pathways as appropriate for different portions of the building or choose a whole-building approach through the TEDI or Passive House pathways.

C3. How are commercial renovations and/or additions handled by the Stretch code?

The updated Stretch Code allows building additions which are less than 20,000-sf to continue to follow Base Energy Code. Additions greater than 20,000-sf will be required to meet applicable Stretch Code requirements for that building type and size. It will also require that any altered walls be brought up to prescriptive Stretch code, although historic buildings remain exempt from these provisions.



In addition, the updated Stretch Code will require buildings of any size which undergo **change of use or occupancy** to follow the new Stretch Code prescriptive pathway but allows for a 10% reduced envelope requirement for change of use compared to true new construction.

C4. What is TEDI?

Thermal Energy Demand Intensity (TEDI) measures the heating and cooling demand of a building in kBtu/sf-yr. **Heating TEDI** is the total annual energy **delivered** to the building for space conditioning and conditioning of ventilation air. **Cooling TEDI** is the total annual energy **removed** from the building for space conditioning and conditioning of ventilation air.

C5. Are there EV parking space requirements?

Yes. The updated Stretch Code raises the minimum number of spaces requiring EV wiring to 20% for business and residential space (from 10% required in the base code), with 10% for all other occupancies.

C6. What are the Specialized code requirements for commercial buildings?

The Specialized Code maintains the **same energy efficiency requirements as the Updated Stretch Code for all building types except multi-family**, including adoption of the ASHRAE 90.1-2019 pathway for high ventilation buildings, TEDI requirements for offices and schools, and a new prescriptive path for small buildings.

Multi-family buildings built to the Commercial Specialized Code must achieve precertification to **Passive House standards** (either from PHI or Phius). These requirements are phased-in for buildings up to 5 stories required to meet Passive House requirements if applying for permits after January 2023, and taller buildings 6 stories and above required to meet Passive House for permit applications beginning in January 2024.

There are three pathways for commercial Specialized code compliance:

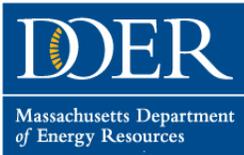
1. All Electric Building Performance Standard

This is the simplest compliance pathway under the Specialized Code, requiring the energy efficiency requirements of the Stretch code, and requiring that all space heating, water heating, cooking equipment and drying equipment is powered by electricity and meets minimum efficiency standards.

2. Mixed-Fuel Building Performance Standard

This pathway establishes minimum requirements for new buildings designed with any space heating systems, water heating systems or appliances capable of using fossil fuels such as natural gas, heating oil or propane fuel. While allowing these fossil-fired systems, the Specialized Code requires mitigation of these emissions with the following requirements:

- a) Minimum efficiency requirements for space and water heating, including both fossil fuel and clean biomass boilers and furnaces systems.
- b) Solar development of the available on-site solar potential, specifically through one of 2



options:

- i.** *Not less than 1.5W/ft² for each sq foot of the 3 largest floors* (the threshold proposed in solar requirements in the forthcoming IECC2024), or
 - ii.** *not less than 75% of the Potential Solar Zone Area* – which includes parking areas and additional roof space.
- c) Pre-wiring and electrical service provision to the building to allow for future electrification of space and water heating and cooking and drying equipment.

Note: Off-site renewable generation or the purchase of Renewable Energy Credits (RECs), are not an option for compliance with the on-site renewable energy requirements in the Specialized Code.

3. Zero Energy Building Performance Standard

This is the most stringent of the 3 pathways in that it requires net zero energy on an annual basis from the 1st year of construction. The Specialized Code amends the IECC commercial appendix CC: Zero Energy Commercial Building Provisions by simplifying the allowable renewable options. As a result, zero energy may be demonstrated only with on-site generation (typically solar PV), and all buildings must meet minimum energy efficiency requirements prior to renewable offsets.

The option to show compliance using HERS 0 or Phius ZERO certification as used in the low-rise residential Specialized Code is also eligible under the Zero Energy pathway for multi-family residential buildings. solar PV), and all buildings must meet minimum energy efficiency requirements prior to renewable offsets.

The option to show compliance using HERS 0 or Phius ZERO certification as used in the low-rise residential Specialized Code is also eligible under the Zero Energy pathway for multi-family residential buildings.

Electric Vehicle Readiness Provisions

EV1. Under the Massachusetts Stretch Code, what does it mean for a parking space to be electric vehicle (EV) ready?

For a parking space to meet the EV Ready Spaces requirement, the space must be equipped with a dedicated electrical circuit. This means there needs to be adequate electric service capacity and wiring with a termination within 6 feet of the space. The dedicated branch circuit must be identified in the electrical panel or subpanel directory as "EV READY." The circuit must terminate in either a NEMA receptacle (standard outlet) or a Society of Automotive Engineers (SAE) Standard SAE J1772 electrical connector for servicing electric vehicles. The termination must also be marked as "EV READY".

EV2. What if the house does not have a garage, where is the circuit supposed to terminate?

The code requires the circuit to terminate within 6 feet of the parking space, regardless of whether there is a garage. The code does not contain termination requirements beyond the types of allowable termination. If a house does not have a garage, the electrician might consider terminating the circuit with



a weatherproof outdoor receptacle on the side of the home, embedded in parking area pavement, or on a post near the space.

EV3. Does EV readiness apply to buildings that have no onsite parking?

In the absence of onsite parking, EV readiness is not required. Exception 1 of R404.4 states that, “In no case shall the number of required EV Ready Spaces be greater than the number of parking spaces installed.” Further, exception 2 states that, “This requirement will be considered met if all spaces which are not EV Ready are separated from the premises by a public right-of-way.”

EV4. Many lake houses have parking spaces located across the street from the main structure. Is electric vehicle readiness required in these cases?

This requirement will be considered met if all spaces which are not EV Ready are separated from the premises by a public right of way.

Solar Readiness Provisions

S1. If the building design does not allow for the required solar-ready zone area due to obstacles such as vents, chimneys, and roof-mounted equipment, does the project still need to comply with the solar-ready provisions?

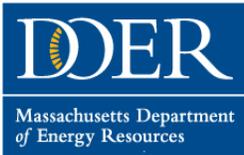
Yes. The stretch code adopts the IECC 2021 Appendix RB without amendments, and the appendix states that solar-ready zones shall be free from obstructions. In addition, a section on shading requires that the solar-ready zone is set back by a certain distance from any object on the building or site that will shade the zone. The code does not provide exceptions for rooftops with obstructions that interfere with the free area required for a solar-ready zone, so in these cases, a redesign is required. Designers should consider this requirement early in the design process.

S2. Is there a minimum solar electric system size for a home to meet the solar-ready provisions?

No. Appendix RB Solar-ready Provisions does not contain any requirements related to solar equipment, and as such, does not specify a minimum solar system capacity in kilowatts. The only size-related requirement is the area in square feet of the designated solar-ready zone. For homes with at least 600 square feet of roof area oriented between 110 and 270 degrees of true north, the solar ready zone must be at least 300 square feet. For townhomes with a total floor area of 2,000 square feet or less, the solar ready zone must be at least 150 square feet. The solar-ready zone may be split into multiple zones, but individual zone areas must be at least 80 square feet in area and at least 5 feet wide.

However, there are on-site renewable energy requirements for mixed-fuel new construction under the Specialized code.

S3. Do the Solar-ready Provisions require conduit or wiring to be installed from the solar-ready zone to the electrical panel?



No. The Solar-ready Provisions require the construction documents to indicate pathways for routing conduit or plumbing from the solar-ready zone to the electrical panel or service hot water system, but no conduit, wiring, or plumbing are required to be installed. In addition, reserved space in the electrical panel labeled as “for future solar electric” is required, and for flat roofs, a capped roof penetration must be installed.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 8, 2024

An Ordinance Establishing a Residential Seasonal Dock Permit and Fee

Be it ordained by the City Council of the City of Newburyport as follows:

THE Code of Ordinances, City of Newburyport, Massachusetts, is amended as follows:

The following is inserted in Article II, Division 4, Subdivision A, Section 4-72. – Definitions

Residential Seasonal Dock shall mean permitted temporary moorings of floats or rafts installed seasonally by residential property owners pursuant to Massachusetts General Laws Chapter 91, Section 10A.

The following is inserted in Article II, Division 4, Subdivision A, Section 4-73 (e). – Waterfront Fees

Residential Seasonal Docks shall be subject to an annual fee as defined and shown in Appendix B (Municipal Fees by Category). Said fee shall be dedicated 100% to the Harbormaster Enterprise Fund.

The following is inserted into Appendix B – Municipal Fees by Category, 2-B, Boats, docks and waterways (harbormaster department)

Residential Seasonal Docks	\$50/season
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Councillor Sharif I. Zeid

Councillor James J. McCauley

In City Council April 8, 2024:

Motion to continue to a date certain, April 29, 2024, by Councillor Zeid, seconded by Councillor Zeid, seconded by Councillor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 29, 2024

AN AMENDMENT TO AN ORDINANCE TO ADD A NEW HANDICAPPED PARKING SPACE PURUSANT TO SECTION 179 OF CHAPTER 13 (TRAFFIC AND MOTOR VEHICLES) OF THE MUNICIPAL CODE

Be it ordained by the City Council of the City of Newburyport as follows:

Chapter 13	Traffic and Motor Vehicles
Article 4	Specific Street Schedules
Division 6	Stopping, Standing and Parking
Section 13-179	Handicapped Zones

Amend Section 13-179 by inserting a new line, as follows, with deletions ~~double-stricken through~~, and additions double-underlined:

No person, without a duly authorized handicapped vehicle registration or placard, as described in M.G.L.A. c. 90, § 2 shall park a vehicle in any of the following described parking spaces as designated by signs and symbols:

Pleasant Street:

~~In front of the general store.~~

Pleasant Street, North side, from a point 25' west of Inn Street to a point 45' west of Inn Street.

Councillor James J. McCauley



Data Sources: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the City of Newburyport & MassGIS. MVPC AND THE CITY OF NEWBURYPORT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE CITY OF NEWBURYPORT AND MVPC DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION.

Municipal Boundary
 Roads
 Interstate
 Major Road
 Local Road
 Railroad
 Parcels

**PLEASANT ST & INN ST - PROPOSED CROSSWALK
RELOCATE TO SPACE 20' WEST OF EXISTING.**



COMMITTEE ITEMS

Committee Items – April 29, 2024

Budget & Finance

In Committee:

- ORDR00556_04_08_2024 FY21 Perkins Park Project Amendment (COTW)
- ORDR00558_04_08_2024 Bartlet Mall Loan Order (COTW)
- TRAN00188_04_08_2024 Mayor's Office: ARPA State & Local Fiscal Recovery Funds \$964,675.13
to Phillips Drive Project \$700,000 , Marquand Lane Study
\$120,000 , and Streets and Sidewalks \$144,675.13 (COTW)
- TRAN00185_03_11_2024 Mayor: ARPA State & Local Fiscal Recovery Funds \$282,653.87 &
Joppa Park Walkway \$30,487.91 to Lower Atkinson
Common Improvements \$313,141.78 (COTW)
- ORDR00553_04_08_2024 Refunding Bonds
- ORDR00551_04_08_2024 Gift Acceptance Pioneer League Fencing \$13,400
- ORDR00552_04_08_2024 Gift Acceptance FNCOA \$6,316
- ORDR00557_04_08_2024 FY25 CPC Recommendations (COTW)

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 8, 2024

Ordered: That the City Council, at the recommendation of the Community Preservation Committee, vote to approve the amended use of \$12,062 previously appropriated for the FY'21 Perkins Park Shade project (ORDR187_06_28_2020, Project Number 10). The original request was to install a hard shade structure; the amended request is to install eight new shade trees and two quiet basketball backboards. The CPC voted to recommend approval of this amendment at their meeting on 10/19/23.

Councilor Sharif I. Zeid

In City Council April 8, 2024:

Motion to collectively refer ORDR00551, ORDR00552, ORDR00553 to Budget & Finance, and ORDR00554, ORDR00555, ORDR00556, ORDR00557, ORDR00558 to Budget & Finance and COTW by Councilor Zeid, seconded by Councilor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.



CITY OF NEWBURYPORT
COMMUNITY PRESERVATION COMMITTEE
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4400

NEWBURYPORT COMMUNITY PRESERVATION COMMITTEE RECOMMENDATION
(Perkins Park Shade Project)

The Newburyport Community Preservation Committee recommends, consistent with the communication to the Committee from the Mayor dated September 28, 2023, that the City Council vote to approve the amended use of \$12,062 previously appropriated for the FY'21 Perkins Park Shade project (ORDR187_06_28_2020, Project Number 10). The original request was to install a hard shade structure; the amended request is to install eight new shade trees and two quiet basketball backboards. The CPC voted to recommend approval of this amendment at their meeting on 10/19/23.

Respectfully submitted by:

Community Preservation Committee Members

Michael Dissette, Chair
Andrea Weetman
Thomas O'Brien
Jamie Gagnon
Charles Griffin

Jane Healey, Vice Chair
Joe Teixeira
Jennifer Bluestein
Biff Bouse



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
SEAN R. REARDON

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WWW.CITYOFNEWBURYPORT.COM

Mike Dissette, Chair
Community Preservation Committee
60 Pleasant Street
Newburyport, MA 01950

September 28, 2023

Dear Chair Dissette,

In 2021, the Community Preservation Committee graciously approved an application from the Parks Department and Newburyport Youth Services to install a shade structure at Perkins Park for \$12,062. The project was not completed, and since that time, the needs and views of the Parks Division and NYS have slightly changed. In lieu of a hard shade structure, the two departments would now prefer a more 'green' solution in the form of shade trees.

At their July 20, 2023 meeting, the Parks Commission voted to approve a request from the Parks Division to amend the 2021 CPA application. The sketch that Parks Manager Mike Hennessey presented at that meeting is attached. It includes planting 3 new Linden trees along Beacon Ave, 2 new Tuliptrees in the center of the park between the tennis court and playground, and 3 new Sycamores along the rear of the playground at the top of the hill above the baseball diamond. A quote for the first 5 trees (\$2,227.82) is also attached. These five trees could be planted this fall or next spring, should the CPC approve this amendment. The remaining 3 trees would be planted the following season.

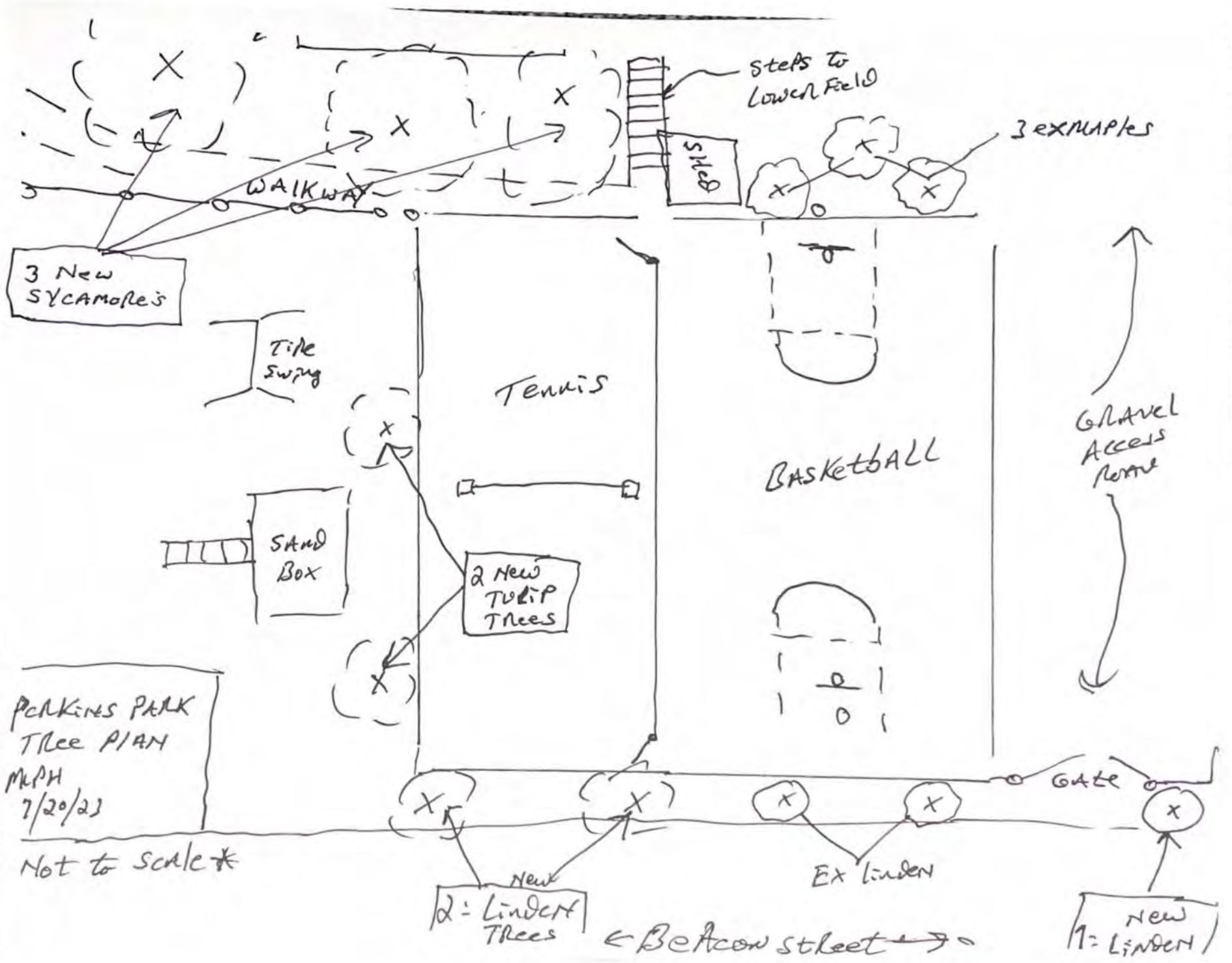
We have also received many requests to replace the aging basketball hoops at Perkins Park with new, quieter basketball hoops that will help reduce the noise pollution in this dense neighborhood. We have been in touch with a manufacturer, TrueBounce, who created a perforated polycarbonate backboard that greatly reduces sound during play. The quote for the two backboards (\$5,742.00) is attached.

We would like to request that the CPA amend the 2021 allocation for a hard shade structure at Perkins Park to instead allow the Parks Division to install 8 new shade trees and two quiet basketball backboards. Please be in touch should you need additional information, and thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read 'Kimberly D Turner'.

Kimberly D Turner
Manager of Special Projects



3 New SYCAMORES

Tire Swing

Steps to Lower Field

Sleds

3 examples

Tennis

BASKETBALL

SAND BOX

2 New TULIP TREES

Gravel Access Road

PERKINS PARK
TREE PLAN

MPH
7/20/23

Not to scale*

New
2 = Lindert
Trees

EX Linden

← Beacon Street →

New
1 = Linden

GATE

Kaknes Landscape & Patio Supply

978-462-5348
 info@kakneslandscape.com
 109 Rabbit Rd
 Salisbury, MA

Quote

Date	Quote #
7/26/2023	4551

Name / Address
City Of Newburyport 978 992 8093

Ship To
Low St Newburyport

P.O. No.	Rep	Project

Description	Qty	Base Rate	Cost	Total
TILIA GREENSPIRE 2-2.5"	3	578.5714	422.36	1,267.08
LIRIODENDRON TULIPIFERA EMERALD CITY 2.5"	2	606.6667	442.87	885.74
IZUZU TRUCK DELIVERY			75.00	75.00
Total				\$2,227.82



TrueBounce Inc.
 56 Conduit Street
 New Bedford, MA 02745

Proposal

Date	Estimate #
5/25/2023	4667

Tel. 508-999-3020 Local
Tel. 866-873-3715 Toll Free
Fax. 877-841-3715 Toll Free

www.truebounce.com

Name / Address
City of Newburyport 60 Pleasant Street Newburyport, MA 01950 Kim Turner - 978.465.4413

Ship To
Perkins Playground 16 Beacon Avenue Newburyport, MA 01950

We thank you for your interest in TrueBounce!

Terms	Rep	Job Name
Net 30	JL	Perkins Playground

Item	Description	Qty	Cost	Total
XL7042	Standard 42" x 72" perforated polycarbonate backboard (Please provide Colors with PO & Deposit)	2	2,090.00	4,180.00T
KT0144	Retrofit Kit for TB XL7042 on 4.5" x 4' OD Gooseneck - includes struts for backboard, Diagonals and ring for mount at 11'	2	325.00	650.00T
RB1000	Single rim 3-spring competition breakaway goal 3 Yr Warranty - Best value in Industry	2	285.00	570.00T
Freight	Estimated LTL Freight Costs Excludes any Accessorials: Additional Cost for Lift Gate, Appointments Required, Inside Delivery, Call aheads, or any other additional services.		342.00	342.00
	Tax Exempt		0.00%	0.00

Comments:	Total	\$5,742.00
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CITY OF NEWBURYPORT



 IN CITY COUNCIL

ORDERED:

That the City Council appropriates or reserves from the Community Preservation Act FY 2021 estimated revenues, in accordance with the provisions of M.G.L. Chapter 44B, for the following projects, based upon the Community Preservation Committee's recommendation, the total amount of **\$1,254,885**. The source of funds shall be FY2021 estimated revenues in the amount of **\$1,033,322.27**, the Community Preservation Fund Balance in the amount of **\$86,408.22** and the current **Open Space Reserve Fund** in the amount of **\$729,965.98**. Each project listed below shall be considered a separate appropriation or reservation in the amount indicated for that project. Any conditions or stipulations indicated within the Community Preservation Committee's recommendation, incorporated herein, shall be considered a condition of this appropriation and subsequent grant award.

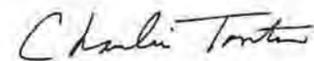
Project #	Project Title	Applicant	Request	Final Recommended Appropriation or Reservation
1	Down Payment Assistance	Newburyport Affordable Housing Trust	\$150,000	\$150,000
2	Restoration of 1930s Maxim Fire Truck	Newburyport Fire Department	\$76,728	\$76,728
3	Newburyport Public Library Archival Center HVAC	Newburyport Public Library	\$127,575	\$127,575
4	Cushing House Cobble Courtyard Phase II	Historical Society of Old Newbury	\$30,250	\$30,250
5	Open Space Reserve Fund	Newburyport Open Space Committee	\$100,000	\$125,000 Reservation
6	Clipper City Rail Trail: Closing the Gaps	Newburyport Planning Office	\$250,000	\$250,000
7	Artichoke River Woods Watershed Land Conservation Project	Newburyport Planning Office	\$225,000	\$225,000 from Open Space Reserve Fund
8	Heritage Tree Preservation	Proprietors of Oak Hill Cemetery	\$10,000	\$10,000

9	Bartlet Mall Historic Restoration- Northwest Corner Improvements	Newburyport Parks Department and Commission	\$100,000	\$100,000
10	Perkins Park Shade	Newburyport Parks Department and Commission	\$12,062	\$12,062

Total: \$1,081,615 \$1,106,615

11	NHS Stadium Bond Payment	\$124,130
12	Cherry Hill Soccer Field Bond Payment	\$12,140
13	Administrative Costs	\$12,000

Total: \$148,270



Councillor Charles F. Tontar

In City Council June 8, 2020:

Motion to refer to Budget & Finance by Councillor Tontar, seconded by Councillor Khan. So voted.

In City Council June 29, 2020:

Motion to approve Project No. 1 as amended by Councillor Tontar, seconded by Councillor Connell. 11 yes. Motion passed as amended.
 Motion to approve Project No.2 by Councillor Tontar, seconded by Councillor Khan. 11 yes. Motion passed.
 Motion to amend Project No. 3 by Councillor Tontar, seconded by Councillor Khan. 10 yes, 1 no (Devlin). Motion passed as amended.
 Motion to approve Project No. 3 amended by Councillor Tontar, seconded by Councillor Khan, to add the language

and;

Further, that CPA funds identified in FY'21 Project 4 above (Cushing House Cobble Courtyard Phase II), and for FY'20 Project 4 (Cushing House Electrical System), previously approved by the Council in 2019 for preservation of the subject property, may be released to the applicant prior to recording of the perpetual Preservation Restriction (PR) due to the extant 10-year PR that will remain in place until final Massachusetts Historical Commission (MHC) approval of the perpetual PR; and

Further, that CPA funds identified in FY'21 Project 3 above (Newburyport Public Library Archival Center HVAC) may be released to the applicant prior to recording of the perpetual Preservation Restriction (PR) due to the City's direct ownership and control of the subject property and on the condition that all construction work associated with this project be reviewed and approved by the Newburyport Historical Commission (NHC) prior to the start of work in order to ensure consistency with the terms of the pending PR.

11 yes. Motion passed.

Motion to amend Project No. 4 by Councillor Tontar, seconded by Councillor Shand, to add the language

and;

Further, that CPA funds identified in FY'21 Project 4 above (Cushing House Cobble Courtyard Phase II), and for FY'20 Project 4 (Cushing House Electrical System), previously approved by the Council in 2019 for preservation of the subject property, may be released to the applicant prior to recording of the perpetual Preservation Restriction (PR) due to the extant 10-year PR that will remain in place until final Massachusetts Historical Commission (MHC) approval of the perpetual PR; and

Further, that CPA funds identified in FY'21 Project 3 above (Newburyport Public Library Archival Center HVAC) may be released to the applicant prior to recording of the perpetual Preservation Restriction (PR) due to the City's direct ownership and control of the subject property and on the condition that all construction work associated with this project be reviewed and approved by the Newburyport Historical Commission (NHC) prior to the start of work in order to ensure consistency with the terms of the pending PR.

11 yes. So voted.

Motion to approve Project No. 4 by Councillor Tontar , seconded by Councillor Khan.

Motion to amend Project No. 4 by Councillor Tontar, seconded by Councillor Khan. 10 yes, 1 no (Zeid).

Motion passed.

Motion to approve Project No. 4 as amended by Councillor Tontar , seconded by Councillor Khan. 10 yes, 1 no (Zeid). Motion passed as amended.

Motion to approve Project No. 5 by Councillor Tontar, seconded by Councillor Khan. 11 yes. Motion passed.

Motion to approve Project No. 6 as amended by Councillor Tontar, seconded by Councillor Khan.

Motion to amend Project No. 6C by Councillor Tontar, seconded by Councillor Zeid. Changing 1.5 million to 1.3 million. 11 yes. Motion passed.

Motion to amend Project No. 6B by Councillor Zeid, seconded by Councillor Lane to add the language ***These funds shall be used within the confines of Newburyport.***

Council President Eigerman stepped down and Councillor Vogel acted as President Pro Tempore.

Motion to move the question by Councillor Zeid, seconded by Councillor Khan. Roll call. 7 no, 4 yes. Motion to move the question fails.

Roll call. 6 no, 5 yes. Motion to amend 6B fails.

Motion to approve Project No. 6 as amended by Councillor Tontar, seconded by Councillor Khan. 10 yes, 1 no (Zeid). Motion passed as amended.

Councillor Eigerman returned as Council President.

Motion to approve Project No. 7 as amended by Councillor Tontar, seconded by Councillor Khan. 11 yes. Motion passed.

Motion to approve Project No. 8 by Councillor Tontar, seconded by Councillor Khan. 11 yes. Motion passed.

Motion to approve Project No. 9 by Councillor Tontar, seconded by Councillor Khan. 11 yes. Motion passed.

Motion to approve Project No. 10 by Councillor Tontar, seconded by Councillor Connell. 11 yes. Motion passed.

Motion to approve Project Nos. 11, 12, & 13 collectively by Councillor Tontar, seconded by Councillor Khan. 11 yes. Motion passed.



Approve: _____
Donna D. Holaday, Mayor



Attest: _____
Richard B. Jones, City Clerk

Date: 8/5/2020

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 8, 2024

That, at the recommendation of the Community Preservation Committee, ORDR00355_05_09_2022 of the City Council amended on September 27, 2022 appropriating \$2,574,000 to pay costs of the Barlet Mall Frog Pond Improvements project is hereby rescinded.

Councilor Sharif I. Zeid

In City Council April 8, 2024:

Motion to collectively refer ORDR00551, ORDR00552, ORDR00553 to Budget & Finance, and ORDR00554, ORDR00555, ORDR00556, ORDR00557, ORDR00558 to Budget & Finance and COTW by Councilor Zeid, seconded by Councilor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.



CITY OF NEWBURYPORT
COMMUNITY PRESERVATION COMMITTEE
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4400

NEWBURYPORT COMMUNITY PRESERVATION COMMITTEE RECOMMENDATION
(Bartlet Mall Frog Pond Improvements Project)

The Newburyport Community Preservation Committee recommends, consistent with the communication to the Committee from the Mayor dated February 21, 2024, that Order 355_05_09_2022 of City Council amended September 27, 2022 appropriating \$2,574,000 to pay costs of the Bartlet Mall Frog Pond Improvements project be rescinded.

Respectfully submitted by:

Community Preservation Committee Members

Michael Dissette, Chair
Andrea Weetman
Thomas O'Brien
Jamie Gagnon
Charles Griffin

Jane Healey, Vice Chair
Joe Teixeira
Jennifer Bluestein
Biff Bouse



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
SEAN R. REARDON

60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4413 • (978) 465-4452 (FAX)
WWW.CITYOFNEWBURYPORT.COM

Mike Dissette
Chair, Community Preservation Committee
60 Pleasant Street
Newburyport, MA 01950

February 21, 2024

Dear Chair Dissette,

I would like to provide an update on the Bartlet Mall Restoration project. As you may know, on February 1 at 10 am we held the bid opening. While we were pleased to have received 4 bids, all of them were above the amount we had budgeted for the project. We had a held CPC bond of \$2.57M and the lowest bid came in at \$4.34M. We believe the pressures of the economy to have factored into this.

At this time, we are planning to hit pause on the project and release the CPC bond. We are also pulling our request for the Swan Fountain Restoration. We would like to hold on to the funds for the open CPC projects, in order to use them as leverage for fundraising and moving some smaller pieces of the project forward. Open CPC projects include Specimen Trees (\$7,724.47), Swan Fountain (\$125,931.20), and Walkway Improvements (\$11,573.08). I will continue to provide quarterly reports on each, and would like to formally ask for an extension for each of these projects.

Our permits for this project are good for 3 years, and we will use the next several months to seek alternative grants and private funding to bridge the gap, with the expectation to re-apply to the CPC, hopefully next cycle. I would like to respectfully request that the CPC hold some bonding capacity for this project, perhaps in the range of \$3-3.5M, to be discussed at a later date. We still believe the project design to be sound and look forward to carrying it through. A tremendous amount of time and energy went into this project and I'd like to personally thank our consultant team and all the champions of this project for all their hard work and dedication. I would also like to express my sincerest gratitude to the CPC for your support for this project over the years. I share your disappointment in this delay and look forward to the day when we can celebrate the success of the restoration of our City's original town common.

I look forward to continuing this conversation with you. In the meantime, please do not hesitate to contact me with any additional questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kim Turner'.

Kim Turner, Manager of Special Projects

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 9, 2022

THAT, upon the recommendation of the Community Preservation Committee, \$2,574,000 is appropriated, subject to a final plan being presented to the Council for approval, to pay costs of the Bartlet Mall Frog Pond Improvements project, including the payment of all costs incidental and related thereto. To meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), M.G.L. c. 44B (the Community Preservation Act), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote.



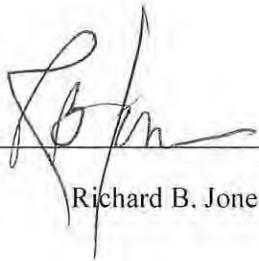
Councilor Sharif I. Zeid

In City Council May 9, 2022:

Motion to waive the rules to accept the late files and refer to Budget & Finance by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.

In City Council September 27, 2022:

Motion to approve ORDR00354 Project 4 and ORDR00355 collectively by Councillor Zeid, seconded by Councillor Donahue. Roll call vote. 11 yes. Motion passes.

Approve:  Attest: 
Sean R. Reardon, Mayor Richard B. Jones, City Clerk

Date: 10/18/2022



CITY OF NEWBURYPORT FY 2024 TRANSFER/APPROPRIATION REQUEST

2024 APR 11
RECEIVED
CITY CLERK'S OFFICE
CITY OF NEWBURYPORT, MA

Department: Mayor's Office
Submitted by: Sean R. Reardon, Mayor

Date Submitted: 4/8/2024

Transfer From:

Account Name:	<u>ARPA - State & Local Fiscal Recovery Funds</u>	Balance:	<u>\$ 964,675</u>
Account Number:	<u>2111-59630</u>	Category:	<u>\$ -</u>
Amount:	<u>\$964,675.13</u>	Trans I/O:	<u>\$ (4,219,378)</u>

Why Funds Are Available:

The City's allocation from the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) was \$5,466,707 of which \$4,219,378 has been approved for capital projects, leaving a remaining balance of \$1,247,329 to be obligated by Dec. 31, 2024. An appropriation of \$282,654 has been recommended for Lower Atkinson Common Improvements leaving a remaining balance of \$964,675.

Transfer To:

Account Name:	<u>Phillips Drive Project</u>	Balance:	<u>\$ 1,448,343</u>
Account Number:	<u>3806421-58400</u>	Category:	<u>\$ -</u>
Amount:	<u>\$700,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Needed:

Project recommended for approval by the ARPA Advisory Committee.

Transfer To:

Account Name:	<u>Marquand Lane Study</u>	Balance:	<u>\$ -</u>
Account Number:	<u>New Capital Project</u>	Category:	<u>\$ -</u>
Amount:	<u>\$120,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Needed:

Project recommended for approval by the ARPA Advisory Committee.

Transfer To:

Account Name:	<u>Streets and Sidewalks</u>	Balance:	<u>\$ -</u>
Account Number:	<u>3010-58400</u>	Category:	<u>\$ -</u>
Amount:	<u>\$144,675.13</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Needed:

Project recommended for approval by the ARPA Advisory Committee.

Sean R. Reardon, Mayor: *Sean R. Reardon*

Date: 4/5/2024

Ethan R. Manning, Auditor: *Ethan R. Manning*

Date: 4/5/2024

City Council Action:

MEMORANDUM

To: Council President Ed Cameron and members of the City Council
From: Mayor Sean Reardon
Re: ARPA Transfer Request
Date: Monday, April 8, 2024

The Administration has submitted a transfer request for \$964,675, representing the balance of funds the City has received from American Rescue Plan Act funds. The Administration previously requested \$282,654 from the Council for the Lower Atkinson Common Improvement Project. This memo summarizes the current status of ARPA funds and the projects the Administration is recommending pursuing with the remaining funds.

Background

The American Rescue Plan Act (ARPA) allocated \$350 billion for the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), benefiting state, local, tribal, and territorial governments. The City of Newburyport received approximately \$5.5 million from this allocation. These funds can be utilized for various purposes, including public health responses, economic recovery, and infrastructure investments.

Local governments have the ability to claim a standard allowance of up to \$10 million for “revenue loss,” irrespective of their actual revenue decline due to the pandemic. This allows for spending broadly on government services. Given that Newburyport's allocation falls below this threshold, the City has significant flexibility in determining the allocation of these funds.

Currently, \$4.2 million of the City’s allocation has been appropriated, leaving a balance of \$1.2 million that must be obligated (appropriated) by Dec. 31, 2024. All funds must be spent by Dec. 31, 2026.

Allocations & Spending To-Date

Municipal Allocation	1,914,283
County Reallocation	3,552,424
Total Funding Amount	5,466,707

Phillips Drive Drainage Project	1,000,000	ORDR252_05_24_2021 [Approved 8/30/21]
Streets & Sidewalks	2,400,000	ORDR335_03_28_2022 [Approved 4/11/22]
Joppa Park Walkway	100,000	ORDR334_03_28_2022 [Approved 4/25/22]
Data Center Rebuild	594,378	TRAN00153_05_08_2023 [Approved 6/26/23]
Hale Street Pedestrian Safety	125,000	TRAN00165_08_14_2023 [Approved 8/28/23]
Total Appropriations	4,219,378	

Current Unobligated Balance **1,247,329**

Lower Atkinson Common Improv.	282,654	TRAN00185_03_11_2024 [Pending Review]
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Remaining Unobligated Balance **964,675**

Process

All ARPA requests are approved by the Mayor with the concurrence of the Ad Hoc committee and then are approved by a majority vote of the City Council. The Ad Hoc committee is convened by the Mayor with representation from the City Council. Following past practice, the Council participants represent the Public Works and Safety, Community Services, and Budget and Finance Committees. The Mayor, Chief of Staff, Finance Director, and Director of Public Services are the other members. The Committee met on Wednesday, April 3rd to discuss potential projects for the ARPA funds.

Projects

Lower Atkinson Common Safety Improvement Project: \$282,654

This safety project has been on our radar for a while, and is an important part of improving the pedestrian and vehicle situation at the Pioneer Fields. The scope and request for \$282,654 from ARPA funds would include a sidewalk along Merrimac Street that would run from Moulton to Plummer and important drainage upgrades. This complements CPA funding that will create off street parking and remove dangerous parking along Merrimac Street that requires vehicles to back out into traffic.

Project Funding for Phillips Drive: \$700,000

The Phillips Drive drainage improvement program is currently over budget because of additional funds needed for on-site engineering and the discovery of more ledge than anticipated throughout the construction, increasing costs. More funds should have been allocated for contingency from the start, and as it stands the project is approximately \$700,000 short. ARPA funds and free cash, supplemented by water and sewer retained earnings, may be the best sources to make up this gap, as bonds have already been issued for this project.

Marquand Lane Study: \$120,000

The City has identified drainage issues in the Marquand Lane neighborhood causing flooding on both public and private property. This money would fund a study that would lead to potential options and design for a long-term solution to improving the drainage in this neighborhood.

Additional Funds for Streets and Sidewalks: \$144,675.13

The City Council approved \$6M in bonding in 2023 to fund the next five years of streets and sidewalk improvements. This was crucial to lock in the plan for street and sidewalk repair and confirm the scale and scope of work over the next five years. At the suggestion of the Finance Director, additional ARPA funds could reduce the amount of this work paid for through bonding. Streets and sidewalk repairs only allow us to bond for 15 years, meaning annual payments are higher. ARPA funds would replace some of this bonding and free up additional funds for bonding for other capital projects.



CITY OF NEWBURYPORT FY 2024 TRANSFER/APPROPRIATION REQUEST

Department: Mayor's Office

Submitted by: Sean R. Reardon, Mayor

Date Submitted: 3/11/2024

Transfer From:

Account Name:	<u>ARPA - State & Local Fiscal Recovery Funds</u>	Balance:	\$ 1,247,329
Account Number:	<u>2111-59630</u>	Category:	\$ -
Amount:	<u>\$282,653.87</u>	Trans I/O:	\$ (4,219,378)

Why Funds Are Available:

The City's allocation from the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) was \$5,466,707 of which \$4,219,378 has been approved for capital projects, leaving a remaining balance of \$1,247,329 to be obligated by December 31, 2024. If this appropriation is approved, the unobligated balance will be \$964,675.

Transfer From:

Account Name:	<u>Joppa Park Walkway</u>	Balance:	\$ 30,488
Account Number:	<u>3210-59630</u>	Category:	\$ -
Amount:	<u>\$30,487.91</u>	Trans I/O:	\$ -

Why Funds Are Available:

A balance remains from the Joppa Park Walkway Project that was originally funded by ARPA/SLFRF and came in under budget.

Transfer To:

Account Name:	<u>Lower Atkinson Common Improvements</u>	Balance:	\$ -
Account Number:	<u>New Capital Project</u>	Category:	\$ -
Amount:	<u>\$313,141.78</u>	Trans I/O:	\$ -

Why Funds Are Needed:

Lower Atkinson Common improvements are included in the City's five-year capital improvement program as project PK02, aimed at resolving long-standing parking and safety issues at and surrounding this location. See attached explanatory memorandum, including the current cost estimate.

Sean R. Reardon, Mayor:

Date: 3/5/2024

Ethan R. Manning, Auditor:

Date: 3/5/2024

City Council Action:

RECEIVED
 CITY CLERK'S OFFICE
 NEWBURYPORT, MA
 2024 MAR -5 P 2:02

**American Rescue Plan Act (ARPA) Allocation
Coronavirus State and Local Fiscal Recovery Funds (SLFRF)**

Municipal Allocation	1,914,283
County Reallocation	3,552,424
Total Funding Amount	5,466,707

Phillips Drive Drainage Project	1,000,000	ORDR252_05_24_2021 [Approved 8/30/21]
Streets & Sidewalks	2,400,000	ORDR335_03_28_2022 [Approved 4/11/22]
Joppa Park Walkway	100,000	ORDR334_03_28_2022 [Approved 4/25/22]
Data Center Rebuild	594,378	TRAN00153_05_08_2023 [Approved 6/26/23]
Hale Street Pedestrian Safety	125,000	TRAN00165_08_14_2023 [Approved 8/28/23]
Total Appropriations	4,219,378	

Current Unobligated Balance	<u>1,247,329</u>
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Lower Atkinson Common Improvements	282,654	Proposed 3/11/24
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Remaining Unobligated Balance	<u>964,675</u>
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CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
SEAN R. REARDON

60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4413 • (978) 465-4452 (FAX)
WWW.CITYOFNEWBURYPORT.COM

Ed Cameron, City Council President
City of Newburyport
60 Pleasant St.
Newburyport, MA 01950

March 5, 2024

Dear Council President Cameron,

The Administration is formally requesting a transfer from our remaining ARPA funds to pay for a portion of the safety improvements at Lower Atkinson Common. I would like to take this opportunity to provide the Council with some background on the status of the project and the scope of the remaining work.

Last year, with the support of the Community Preservation Committee and the Council, \$525,000 was allocated from CPC funds to support the Lower Atkinson Community Improvement Project. The funding allowed us to implement Phase 1 of the Lower Atkinson Common Master Plan which included relocating the playground to the heart of the park and making it a universally-accessible feature. We are excited to complete the playground this spring and open it for community use.

While the work was progressing at the playground, the Administration advanced the design of the second phase of the Master Plan and worked diligently to obtain community feedback and the necessary permit approvals to move Phase 2 forward. The work in Phase 2 will vastly improve the access to and pedestrian/vehicular safety at the park. The proposal includes moving all parking off Merrimac Street along the park's frontage and into the park where the former playground was, installing needed sidewalks from Moulton to Plummer to improve pedestrian safety, improving drainage throughout the park, and planting native vegetation.

The Administration is requesting an amendment to the 2023 Park Improvement Project of an additional \$231,588.94 from CPC, which equates to roughly half of the needed dollars to pay for the project. We are respectfully requesting the other half of the funding from ARPA. Currently, there is \$1,247,329 remaining in unobligated funds. If this project is approved, there would be a remaining available balance of \$964,675 in ARPA funds. A detailed breakdown of the project scope and costs can be found on the attached document, with the breakdown of the requested amounts from ARPA summarized below:

DRAINAGE:	\$ 39,600.00
SIDEWALKS, CURBING, & SIGNAGE:	\$232,780.60
STORMWATER WETLAND (PARTIAL):	\$ 40,761.18
REMAINING JOPPA FUNDING:	-\$ 30,487.91
TOTAL:	\$282,653.87

Please be in touch should you need additional information, and thank you for your consideration.

Respectfully,



Kimberly D Turner
Manager of Special Projects

LOWER ATKINSON SAFETY IMPROVEMENTS COST ESTIMATE

2/20/2024

Item	Amount	
SITE WORK	\$ -	
Removals (arborvitae, trees, playground, etc.)	\$ -	*DPS
Relocation of bleachers	\$ -	*DPS
DRAINAGE	\$ 39,600.00	
6" drain with stone around ball field & swale	\$ 10,900.00	*TW Excavating
Drainage structures (DMH, yard drain, CBs, covers, etc.)	\$ 28,700.00	*TW Excavating
SIDEWALKS & PARKING AREAS	\$ 320,105.60	
Grading & site prep	\$ 12,485.60	*Allied
Bituminous concrete parking area	\$ 77,625.00	*Allied
Gravel parking area	\$ 9,700.00	*TW Excavating
Concrete walkways & ramps	\$ 103,425.00	*Allied
Granite curbing	\$ 106,370.00	*Allied
Pavement markings & signs	\$ 10,500.00	*DPS
FENCING	\$ 44,927.00	
Gate at clubhouse	\$ -	*DPS
Guardrail at stormwater wetland	\$ 14,202.00	*SumCo
15' ht. ball netting	\$ 27,225.00	*RAE
Bike racks	\$ 3,500.00	*SumCo
STORMWATER WETLAND	\$ 52,000.00	*SumCo
LANDSCAPE	\$ 74,940.78	
Plantings at Stormwater Wetland	\$ 45,000.00	*SumCo
Mulch path	\$ 15,000.00	*SumCo
Plantings in remainder of park	\$ 14,940.78	*DPS
10% CONTINGENCY	\$ 53,157.34	
TOTAL	\$ 584,730.72	
Remaining CPC funding	\$ 40,000.00	
Remaining Joppa Funding	\$ 30,487.91	
Request from CPC (amendment)	\$ 231,588.94	*highlighted in blue
TOTAL REQUEST FROM ARPA	\$ 282,653.87	

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 8, 2024

That in order to reduce interest costs, the Treasurer, with the approval of the Mayor, is authorized to issue refunding bonds, at one time or from time to time, pursuant to G.L. c. 44, §21A, or pursuant to any other enabling authority, to refund all or any portion of the City's general obligation bonds outstanding as of the date of adoption of this order, and that the proceeds of any refunding bonds issued pursuant to this vote shall be used to pay the principal, redemption premium and interest on the bonds of the City to be refunded, and costs of issuance of the refunding bonds; that such bonds may be secured in whole or in part by insurance or by letters or lines of credit or other credit facilities, and that the Mayor and the Treasurer are each authorized to execute such documents as may be necessary or desirable to carry out this transaction, including one or more refunding trust agreements with a bank or trust company.

Councillor Sharif I. Zeid

In City Council April 8, 2024:

Motion to collectively refer ORDR00551, ORDR00552, ORDR00553 to Budget & Finance, and ORDR00554, ORDR00555, ORDR00556, ORDR00557, ORDR00558 to Budget & Finance and COTW by Councillor Zeid, seconded by Councillor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.



CITY OF NEWBURYPORT
FINANCE DEPARTMENT

60 PLEASANT STREET
NEWBURYPORT, MA 01950
PHONE: 978-465-4404

WWW.CITYOFNEWBURYPORT.COM/FINANCE

SEAN R. REARDON
MAYOR

ETHAN R. MANNING
FINANCE DIRECTOR/CITY AUDITOR

To: President and Members of the Newburyport City Council

From: Ethan R. Manning, Finance Director/City Auditor

Date: April 4, 2024

Subject: Refunding Bond Order

From time to time, bonds become eligible for refunding, allowing the City to reissue them for the remaining term at a lower rate. Despite increases in rates over the past few years, we have identified a 2013 borrowing that is now eligible for refunding. This refunding could generate approximately \$696,000 in budgetary savings over the remaining life of the bonds, or about \$50,000 per year (analysis attached). The bonds to be refunded are listed below:

January 17 2013 -Adv Ref April 1 2005 Water (O).....	55,800.00
January 17 2013 -Adv Ref April 1 2005 Plum Island Water (O).....	56,000.00
January 17 2013 -Adv Ref April 1 2005 Sewer (O).....	79,500.00
January 17 2013 -Adv Ref April 1 2005 High School (IE).....	538,700.00
January 17 2013 -Bresnahan School (OE).....	12,076,000.00
January 17 2013 -Nock Molin School (OE).....	8,284,000.00
January 17 2013 -Sewer Pump Station (O).....	300,000.00
January 17 2013 -Water 1 (O).....	340,000.00
January 17 2013 -Water 2 (O).....	35,000.00
Total	21,765,000.00

To minimize issuance costs, we will package it with an upcoming borrowing we are scheduling for May 2024. This blanket order would cover the refunding noted above, as well as any subsequent opportunities arising from bonds issued to date. The last time we did a refunding was in 2017, but that was covered by an older 2009 authorization, which is why the City Council has not approved one of these in recent years.

Thank you for your consideration.

City of Newburyport, Massachusetts
 \$18,495,000 General Obligation Refunding Bonds; Dated March 7, 2024
 Cur Ref 1/17/13
 National AAA as of 2/5/24

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings	Fiscal Total
03/07/2024	-	-	-	-	-
07/15/2024	317,475.56	317,475.56	376,837.50	59,361.94	-
01/15/2025	2,036,450.00	2,036,450.00	2,026,837.50	(9,612.50)	-
06/30/2025	-	-	-	-	49,749.44
07/15/2025	406,700.00	406,700.00	335,587.50	(71,112.50)	-
01/15/2026	1,871,700.00	1,871,700.00	1,990,587.50	118,887.50	-
06/30/2026	-	-	-	-	47,775.00
07/15/2026	370,075.00	370,075.00	294,212.50	(75,862.50)	-
01/15/2027	1,905,075.00	1,905,075.00	2,029,212.50	124,137.50	-
06/30/2027	-	-	-	-	48,275.00
07/15/2027	331,700.00	331,700.00	259,512.50	(72,187.50)	-
01/15/2028	1,946,700.00	1,946,700.00	2,069,512.50	122,812.50	-
06/30/2028	-	-	-	-	50,625.00
07/15/2028	291,325.00	291,325.00	223,312.50	(68,012.50)	-
01/15/2029	1,976,325.00	1,976,325.00	2,093,312.50	116,987.50	-
06/30/2029	-	-	-	-	48,975.00
07/15/2029	249,200.00	249,200.00	185,912.50	(63,287.50)	-
01/15/2030	1,994,200.00	1,994,200.00	2,105,912.50	111,712.50	-
06/30/2030	-	-	-	-	48,425.00
07/15/2030	205,575.00	205,575.00	147,512.50	(58,062.50)	-
01/15/2031	2,035,575.00	2,035,575.00	2,142,512.50	106,937.50	-
06/30/2031	-	-	-	-	48,875.00
07/15/2031	159,825.00	159,825.00	117,587.50	(42,237.50)	-
01/15/2032	2,034,825.00	2,034,825.00	2,127,587.50	92,762.50	-
06/30/2032	-	-	-	-	50,525.00
07/15/2032	112,950.00	112,950.00	87,437.50	(25,512.50)	-
01/15/2033	2,082,950.00	2,082,950.00	2,157,437.50	74,487.50	-
06/30/2033	-	-	-	-	48,975.00
07/15/2033	63,700.00	63,700.00	56,387.50	(7,312.50)	-
01/15/2034	1,043,700.00	1,043,700.00	1,101,387.50	57,687.50	-
06/30/2034	-	-	-	-	50,375.00
07/15/2034	44,100.00	44,100.00	39,406.25	(4,693.75)	-
01/15/2035	979,100.00	979,100.00	1,034,406.25	55,306.25	-
06/30/2035	-	-	-	-	50,612.50
07/15/2035	25,400.00	25,400.00	23,237.50	(2,162.50)	-
01/15/2036	555,400.00	555,400.00	608,237.50	52,837.50	-
06/30/2036	-	-	-	-	50,675.00
07/15/2036	14,800.00	14,800.00	13,731.25	(1,068.75)	-
01/15/2037	474,800.00	474,800.00	528,731.25	53,931.25	-
06/30/2037	-	-	-	-	52,862.50
07/15/2037	5,600.00	5,600.00	5,362.50	(237.50)	-
01/15/2038	285,600.00	285,600.00	335,362.50	49,762.50	-
06/30/2038	-	-	-	-	49,525.00
Total	\$23,820,825.56	\$23,820,825.56	\$24,517,075.00	\$696,249.44	-

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	563,171.26
Net PV Cashflow Savings @ 2.842%(AIC).....	563,171.26
Contingency or Rounding Amount.....	934.55
Net Present Value Benefit.....	\$564,105.81
Net PV Benefit / \$20,185,000 Refunded Principal.....	2.795%
Net PV Benefit / \$18,495,000 Refunding Principal.....	3.050%

Refunding Bond Information

Refunding Dated Date.....	3/07/2024
Refunding Delivery Date.....	3/07/2024



CITY OF NEWBURYPORT
GIFT ACCEPTANCE FORM

Ordered, that, the City of Newburyport accepts the following gift in accordance with M.G.L. Chapter 44, Section 53A:

Date of Gift:	3/21/2024	
City Department:	DPS – Parks Division	
Staff Contact:	Michael Hennessey, Parks Manager	
<i>Gift Overview</i>		
Gift Type:	In-Kind	
Donor:	Newburyport Pioneer League https://www.nbtpioneerleague.org/	
Purpose:	The \$13,400 donation will be used to raise the height of the fence around Founders Field at Lower Atkinson Common to match the height in the left field corner, resolving issues with holding summer games due to fence distance. Additionally, a portion of the donation will be used to increase the height of the fence in the left field corner of Hawkes Field by about 5 sections. This modification is necessary to ensure the safety of children playing wiffle ball behind Hawkes Field, as it is the only green space available with the playground coming in. Raising the fence will protect them from home run balls and reduce distractions for players during games. This project was reviewed and approved by the Commission.	
Gift Amount:	\$13,400.00	
<i>For Office Use Only</i>		
City Council Packet Date:	4/8/2024	
Emergency Measure?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Councillor Sharif I. Zeid

In City Council April 8, 2024:

Motion to collectively refer ORDR00551, ORDR00552, ORDR00553 to Budget & Finance, and ORDR00554, ORDR00555, ORDR00556, ORDR00557, ORDR00558 to Budget & Finance and COTW by Councillor Zeid, seconded by Councillor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.



CITY OF NEWBURYPORT
GIFT ACCEPTANCE FORM

Ordered, that, the City of Newburyport accepts the following gift in accordance with M.G.L. Chapter 44, Section 53A:

Date of Gift:	3/12/2024	
City Department:	Council on Aging	
Staff Contact:	Sara Landry, Director of Council on Aging	
<i>Gift Overview</i>		
Gift Type:	Monetary	
Donor:	Friends of Newburyport Council on Aging	
Purpose:	To help cover the costs of social and engaging programs at the Senior/Community Center, the money will be used to cover the cost of a fun May social, the summer live music Wednesday events (in July and August), as well as a summer BBQ. The Friends of the NCOA are a private non-profit that is committed to improving the lives of aging adults in our community.	
Gift Amount:	\$6,316.00	
<i>For Office Use Only</i>		
City Council Packet Date:	4/8/2024	
Emergency Measure?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Councillor Sharif I. Zeid

In City Council April 8, 2024:

Motion to collectively refer ORDR00551, ORDR00552, ORDR00553 to Budget & Finance, and ORDR00554, ORDR00555, ORDR00556, ORDR00557, ORDR00558 to Budget & Finance and COTW by Councillor Zeid, seconded by Councillor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.



April 4, 2024

CITY OF NEWBURYPORT

Ordered:

That the City Council appropriate from the Community Preservation Act FY 2025 estimated revenues, in accordance with the provisions of M.G.L. Chapter 44B, for the following projects, based upon the Community Preservation Committee’s recommendations and yearly obligations in the total amount of **\$1,926,453**. The source of funds shall be FY2025 estimated revenues in the amount of **\$1,340,562** and the Community Preservation Fund Balance in the amount of **\$616,891**. Each recommended project listed below shall be considered a separate appropriation or reservation in the amount indicated for that project. Any conditions or stipulations indicated within the Community Preservation Committee’s recommendation, incorporated herein, shall be considered a condition of this appropriation and subsequent grant award agreement.

	Project	Applicant	Request	Recommendation
1	YWCA Market Street Apartments	John Feehan, YWCA	\$15,750	\$15,750
2	Custom House Masonry Restoration Supplemental Funding	Custom House Maritime Museum	\$42,200	\$20,000
3	Meeting House Emergency Roof Replacement	First Religious Society Unitarian Universalist	\$80,000	\$64,000
4	The Perkins Art and Research Center Phase II	Historical Society of Old Newbury, dba the Museum of Old Newbury	\$77,536	\$68,000
5	Atkinson Common Rock Tower Restoration	Mayor’s Office/ Parks Commission & Division	\$128,700	\$100,000
6	Rehabilitation of the Firefighters Memorial	Newburyport Fire Department	\$65,000	\$65,000
7	Braunhardt Bike Trail Master Plan	Planning Department	\$75,000	\$25,000
8	William Lloyd Garrison Interpretive Sign Panel Replacement	Planning Department	\$2,265	\$2,265
9	Central Waterfront Boardwalk Reconstruction Feasibility Study	Planning Department	\$75,000	\$75,000
10	Inn Street and Patrick Tracy Square Restoration	Parks Commission	\$246,000	\$56,250
11	Woodman Park Basketball Court	City of Newburyport/ Parks Commission	\$98,563	\$98,563
12	Nock Tennis Courts- Phase 2	Newburyport Public Schools	\$474,560	\$474,560

13	Hill Street Gardens	Back Bay Neighborhood Association / DPS	\$35,000	\$35,000
14	Lower Atkinson Common Improvement Project Phase II	City of Newburyport	\$231,589	\$231,589
15	Minimum additional funding for housing to meet required 10%	To NAHT per CPC vote	\$118,306	\$118,306
		Total:	\$2,230,496	\$1,449,283

Not Recommended				
	Open Space Reserve Fund	City of Newburyport / Open Space Committee	\$70,000	Not Recommended
	FEMA Hazard Mitigation Program Plum Island Property Mitigation	Kim Turner, Mayor's Office	\$395,027	Not Recommended

FY'25 CPA Obligations		Recommended
	NHS Stadium Bond Payment	\$122,880
	Cherry Hill Soccer Field Bond Payment	\$11,540
	Fuller Field Track Renovation, Phase Two Bond Payment	\$48,750
	Market Landing Park Bond Payment	\$280,000
	Administrative Costs	\$14,000
	Total FY'25 Obligations:	\$477,170

Total for Projects, 10% CPA community housing requirement and Obligations:	\$1,926,453
---	--------------------

Councilor Sharif I. Zeid

Approve:
Date:

Attest:

In City Council April 8, 2024:

Motion to collectively refer ORDR00551, ORDR00552, ORDR00553 to Budget & Finance, and ORDR00554, ORDR00555, ORDR00556, ORDR00557, ORDR00558 to Budget & Finance and COTW by Councillor Zeid, seconded by Councillor McCauley. Roll call vote, 10 yes, 1 absent, motion passes.

**NEWBURYPORT COMMUNITY PRESERVATION COMMITTEE
RECOMMENDATIONS FOR FY25 APPROPRIATIONS**

The Newburyport Community Preservation Committee (CPC) recommends that the City Council appropriate or reserve, as indicated, **\$1,926,453** from Community Preservation Act (CPA) Fund Revenues for the projects and bond payments, in the amounts, in the categories, and subject to the conditions hereinafter described.

The following CONDITIONS are common to recommended current appropriations and exclude recommended reservations and bonded amounts:

- A. Each recipient of funds is required to submit to the CPC a written report on the status of the project by each October 15, January 15, April 15 and July 15 following appropriation and until final completion of the project.
- B. If a project is not completed within twenty-four (24) months of appropriation, the grantee must submit a written request to the CPC for an extension of the grant. Otherwise, funds may be subject to rescission and returned to Community Preservation Fund Reserves (applicable to appropriations, not to reservations).
- C. Full funding is conditioned upon the receipt of state matching funds, estimated to be 20% of local revenue.

Attached are:

- 1. A draft Council Order and table summarizing all CPC recommendations
- 2. Recommendations for project and bond payments with summaries for each
- 3. Criteria for project evaluation adopted and published by the CPC

Estimated Community Preservation funds available for appropriation in FY 2025 total **\$1,957,454**. This figure includes estimated receipts of the local CPA surcharge, accumulated interest, the currently estimated 20% state matching funds, current uncommitted and unreserved funds, and the returned funds from completed and closed-out projects.

Applications for all projects, meeting minutes and meeting video recordings are available for review on the City website at the following URL: <https://www.cityofnewburyport.com/community-preservation-committee>.

Respectfully submitted by:

Community Preservation Committee Members

Michael Dissette, Chair
Andrea Weetman
Thomas O'Brien
Jamie Gagnon
Charles Griffin

Jane Healey, Vice Chair
Joe Teixeira
Jennifer Bluestein
Biff Bouse

PROJECT NO. 1
YWCA Market Street Apartments

The CPC recommends the appropriation of \$15,750 from the FY 2025 Estimated Revenues to the YWCA for preservation of the Market Street Apartment exterior.

The CPA category is Community Housing.

Project Summary: The YWCA Market Street Apartments building was originally constructed in 1890 and extensively renovated and expanded with state funds and CPA funds in 2013. It has an affordable housing deed restriction. It houses very low-income individuals at rents below HUD standards. There are no other similarly affordable rental units in the city. This older building requires work in order to ensure that the building envelope is preserved and to ensure the structural integrity of the building. The YWCA is seeking funds to repaint the exterior, recalk the building and repair any holes or other penetrations of the building which may allow water damage to the structure.

CPA funds may be spent on the acquisition, creation, preservation and support of community housing, and for the rehabilitation or restoration of community housing created with CPA funds. Preservation work on existing community housing resources is an eligible CPA expenditure. Preservation is defined in the CPA as “protection of personal or real property from injury, harm or destruction.” Building envelope work to preserve the structural integrity of the existing affordable housing is work that DHCD has indicated can be classified as preservation work.

PROJECT NO. 2
Custom House Masonry Restoration Supplemental Funding

The CPC recommends the appropriation of \$20,000 from the FY 2025 Estimated Revenues to the Custom House Maritime Museum for its Masonry Restoration Project as Supplemental Funding.

The CPA category is Historic Resources.

Project Summary: The Custom House Maritime Museum (CHMM) seeks additional support for the building’s Masonry Restoration Project at 25 Water Street due to rapidly escalating costs because labor shortage and materials backlog as a result of the lagging economic impact of the COVID pandemic. \$28,800 of the 2022 CPC \$150,000 grant is committed for the portico restoration commencing Q1 2024.

There is a current Preservation Restriction on the structure.

PROJECT NO. 3
Meeting House Emergency Roof Replacement

The CPC recommends the appropriation of \$64,000 from the FY 2025 Estimated Revenues to the First Religious Society Unitarian Universalist Church for the Meeting House Emergency Roof Replacement Project.

The CPA category is Historic Resources.

Project Summary: Recently water leaks have threatened the architectural features and structural integrity of the First Religious Society (FRS) Unitarian Universalist Church Meeting House. The FRS Board authorized unbudgeted emergency repairs and commissioned a Historical Structure Evaluation by a licensed engineer to analyze building infrastructure issues. The objective is to ensure that the source of the problems is properly defined before starting work. This analysis is near completion. It will allow the FRS to comprehensively address issues at the root of the problem(s) to protect and preserve the Meetinghouse for future generations. This application focuses on Meeting House protection through roof replacement and restoration of damage already caused. Structural vulnerabilities are currently being assessed and determined.

There is an existing Preservation Restriction on the property.

PROJECT NO.4

[The Perkins Art and Research Center Phase II](#)

The CPC recommends the appropriation of \$68,000 from the FY 2025 Estimated Revenues to the Museum of Old Newbury for the Perkins Art and Research Center Phase II Project.

The CPA category is Historic Resources.

Project Summary: The Historical Society of Old Newbury, dba the Museum of Old Newbury, seeks funding for the art and archive storage systems which are to be a critical part of the transformation of the first and second floors of the 1808 Perkins Printing and Engraving Plant (also referred to as the Perkins "Mint") to allow for this building to function as the art and archive center for the Museum's collections. With appropriate storage systems, climate controls, and security, this building will allow the archived artifact, manuscript and photograph collections of the Museum of Old Newbury to be preserved and safely accessible. The lateral art storage system on the third floor was funded by the CPA through Phase I of this project. This is a request for funding for Phase II. The project allows for the preservation of the documents and artifacts which are included within the CPA's definition of historic resources.

The Newburyport Historical Commission has considered the application and the overall project and confirmed the historical significance to Newburyport of both the Perkins Mint structure and the collection of irreplaceable artifacts to be preserved. There is a current, city-held preservation restriction on the Perkins Building.

PROJECT NO.5

Atkinson Common Rock Tower Restoration

The CPC recommends the appropriation of \$100,000 from the FY 2025 Estimated Revenues to the Mayor's Office for the Atkinson Common Rock Tower Restoration Project.

The CPA category for this reservation is Historic Resources.

Project Summary: Last year, with the support of the CPC, combined with a donation from the Belleville Improvement Society, some of the much-needed repairs continued at the Atkinson Common Rock Tower, including the repair and coating of the floors and ceilings with an epoxy sealer, and installation of drains at each floor level to prevent water from pooling, freezing, and causing the concrete to spall and deteriorate. Prior work that was funded by the Belleville Improvement Society included the removal of the rotted interior stair and installation of a temporary wooden stair to provide construction access, installation of steel beams to increase loading capabilities, and replacement, cleaning, and repointing of exterior stones at the base of the Tower.

This year, the Parks Commission and Division would like to begin the third phase of work, which includes power washing the tower exterior, repointing and grouting stones from level 1 to the top of the tower, including the coping stones, and sealing open joints. This work will require a lift and perimeter fencing to secure the site.

Future phases of work will include parging and repairing interior walls and installing a new interior staircase that meets code, curbing the top level of the tower and installing a roof-type enclosure to prevent water and snow penetration, and rebuilding the basement level access by constructing a bulkhead.

Atkinson Common is listed in the National Register of Historic Places as a contributing property to the Newburyport Historic District, a National Register District.

PROJECT NO.6

Rehabilitation of the Firefighters Memorial

The CPC recommends the appropriation of \$65,000 from the FY 2025 Estimated Revenues to the Newburyport Fire Department for the Rehabilitation of the Firefighters Memorial Project.

The CPA category for this appropriation is Historic Resources.

Project Summary: The Newburyport Fire Department seeks to rehabilitate and improve the Firefighters Memorial that is located on the back side of The Oak Hill Cemetery off of Parker Street. The memorial acknowledges the sacrifices of the members of the Fire Department in the line of duty. The Department would like to add more hardscaping to stop erosion problems on the front side of the memorial and create a more permanent walkway for easier accessibility. Part of the project would also include an update to the surrounding landscape as the existing greenery has grown beyond its original use.

Included in the application is a letter of support from the Newburyport Historic Commission and comments from Ghlee Woodworth/ Oak Hill Cemetery Board.

PROJECT NO.7

Braunhardt Bike Trail Master Plan

The CPC recommends the appropriation of \$25,000 from the FY 2025 Estimated Revenues to the City of Newburyport Office of Planning and Development for the Braunhardt Bike Trail Master Plan.

The CPA category for this appropriation is Recreation.

Project Summary: The Braunhardt Bike Trail is a 1.2-mile section of old abandoned I-95 highway that is owned by the City of Newburyport and runs between Storey Avenue and Hale Street. This project will develop a Master Plan, including schematic design, to guide improvements of the trail. The mostly paved pathway connects across Storey Avenue with the Garrison Trail to the north and is a substantial and important link in Newburyport's off-road multi-use pathway network and the regional Coastal Trails Network connecting with Salisbury, Amesbury, and Newbury. Many residents and visitors to the city are not aware of this particular trail, although there is a small but steady stream of local trail users. Developing the Master Plan and investing in the trail will help to "lock in" the land use of the corridor as a recreational asset, as opposed to other potential land uses in the future, for the unrestricted 38 acres of this property.

PROJECT NO.8

William Lloyd Garrison Interpretive Sign Panel Replacement

The CPC recommends the appropriation of \$2,265 from the FY 2025 Estimated Revenues to the City of Newburyport Office of Planning and Development for the William Lloyd Garrison Interpretive Sign Panel Replacement.

The CPA category for this appropriation is Recreation.

Project Summary: One of the 24"x36" interpretive sign panels about William Lloyd Garrison located in Brown Square has significantly deteriorated since it was installed over a decade ago. The sign is delaminating quite visibly and needs a full replacement (the stanchions do not need replacing). The old sign panel is made of High-Pressure Laminate (HPL) that is past its 10-year warranty; many of the HPL signs in Newburyport have held up well but some have deteriorated. The city has recently switched to a new standard called Direct Embed (DE), and we anticipate remaking this sign as a DE panel. In addition, the existing sign's inset image of Garrison's birthplace home is now out of date since the structure on School Street was renovated in recent years. A graphic artist needs to swap in a new updated image and create a new camera-ready layout for the sign company to make and install the panel.

PROJECT NO.9

Central Waterfront Boardwalk Reconstruction Feasibility Study

The CPC recommends the appropriation of \$75,000 from the FY 2025 Estimated Revenues to the City of Newburyport Office of Planning and Development for the Central Waterfront Boardwalk Reconstruction Feasibility Study.

The CPA category for this appropriation is Recreation.

Project Summary: The Peter J. Matthews Boardwalk along Newburyport's central waterfront is one of the city's primary civic spaces. Originally built in the late 1970s, the boardwalk was re-decked and extended on either end in 2002 (and received new lighting, seating, shorepower and water, and other features). It is now about 1,250 feet long from the Fish Pier to the private boat ramp and restaurant property on the west. While the boardwalk appears to be in good shape structurally (to be confirmed by the feasibility study), the dense tropical hardwood Ipe decking has not weathered as well as anticipated, and an increasing number of boards are warping, flaking, rotting, and causing trip hazards and risks for pedestrians. Annual maintenance by the Waterfront Trust and the city has not been sufficient to address all of these hazards due to the material's deterioration. In addition, there is now a greater concern in the community about projected sea level rise (SLR) and storm surge in the coming decades and associated flooding of the boardwalk at its existing elevation, as reflected in the 2020 Resiliency Plan and elsewhere. Boardwalks can withstand flooding without significant harm but such floods can take these facilities out of service for public recreational use. This Feasibility Study project will allow the City to hire consultants to more thoroughly review the existing conditions of the boardwalk's decking and substructure, coordinate public meetings, identify and analyze multiple alternatives, develop preliminary cost estimates, and provide a final report with recommendations. The Feasibility Study will be essential for developing consensus, guiding the City's approach to addressing the boardwalk, and securing design and construction funding.

PROJECT NO.10

Inn Street and Patrick Tracy Square Restoration

The CPC recommends the appropriation of \$56,250 from the FY 2025 Estimated Revenues to the Newburyport Parks Commission for the Inn Street and Patrick Tracy Square Restoration Project. The CPC recognizes that the request was for a larger sum in order to complete the entire project however given the limited amount of funds available this year, the CPC voted to partially fund the project in order to get the work started.

The CPA category for this appropriation is Recreation.

Project Summary: The Parks Commission seeks funding to repair, reset, and/or replace the bricks and granite steps throughout Inn Street and Patrick Tracy Square. These two parks are both located in our downtown core. The historic brick walkways and steps currently cause reduced accessibility and pose hazards to park users. Rehabilitation of the bricks and steps in these two downtown parks will make them more functional for their intended recreational use. CPA funds may not be spent on ordinary maintenance or annual operating expenses; only capital improvements are allowed. A 2012 amendment to CPA broadened the law to also allow for the rehabilitation of existing, outdoor recreational facilities. The amendment made it clear that with respect to land for recreational use, "rehabilitation" could

include the replacement of playground equipment and other capital improvements to the land or the facilities thereon to make them more functional for their intended recreational use.

CPA defines “Capital improvement” as the “reconstruction or alteration of real property that: (1) materially adds to the value of the real property, or appreciably prolongs the useful life of the real property; (2) becomes part of the real property or is permanently affixed to the real property so that removal would cause material damage to the property or article itself; and (3) is intended to become a permanent installation or is intended to remain there for an indefinite period of time.”

PROJECT NO.11

Woodman Park Basketball Court

The CPC recommends the appropriation of \$98,563 from the FY 2025 Estimated Revenues to the City and Newburyport Parks Commission for the Woodman Park Basketball Court.

The CPA category for this appropriation is Recreation.

Project Summary: Woodman Park, located at 132 Crow Lane, is the only city park located in the West End of the city. It is heavily used by residents, dog walkers, children, bike riders, the Pioneer League, Newburyport Youth Soccer, and pickup basketball players, and is clearly showing signs of age. The park includes a baseball diamond, basketball court, youth soccer field, playground, and gravel parking lot. Last year, the CPC generously approved an allocation of \$57,570 to make the playground area more accessible. This year, the City and Parks Commission would like to continue to make improvements to the park.

The basketball court is likely original to the park, which was constructed circa 1981. The court is no longer salvageable and needs to be completely removed and replaced. The 2019 Parks Inspection Report flagged Woodman Park's basketball court as needing to be repaired. The planned work will not disturb or harm any trees and would include demolition of the existing court, regrading, new asphalt paving and resilient court surfacing, 2 new 'quiet' basketball goals, 2 new players benches, and loaming and seeding all disturbed areas.

PROJECT NO.12

Nock Tennis Courts- Phase 2

The CPC recommends the appropriation of \$474,560 from the FY 2025 Estimated Revenues to Newburyport Public Schools for the Nock Tennis Courts – Phase 2 Project.

The CPA category for this appropriation is Recreation.

Project Summary: The Newburyport Public Schools proposes to add three new tennis courts adjacent to the two courts that were recently renovated at the Nock Middle School at 70 Low Street through CPA funds. The three new courts would be located on the site of what was at one time a softball field and is now only used as a practice field for various sports as well as physical education activities. Sufficient space for those uses will remain beyond the area that will become the new tennis courts.

Tennis is a lifelong sport that people of all ages can enjoy. Newly installed tennis courts will benefit the students that attend the Nock Middle and Molin Upper Elementary Schools, the students on the Newburyport High School tennis teams, the neighbors who live adjacent to this property, and the greater Newburyport community interested in playing outdoor tennis.

Newburyport High School now has both girls' (two-time state champions) and boys' tennis teams with approximately 60 participants. The teams play at Atkinson Common on the three existing courts. Because there are only three courts, the matches take twice as long, as only half the positions can play at one time. Holding practices on these three courts is also challenging with so many participants. New courts at the Nock would give them additional courts to use for both matches and practices and provide the opportunity to host playoff matches, which they cannot do now.

Friends of Newburyport Tennis has raised from over 100 community members \$21,195 to be gifted toward this project.

PROJECT NO.13 **Hill Street Gardens**

The CPC recommends the appropriation of \$35,000 from the FY 2025 Estimated Revenues to the Newburyport Department of Public Services and the Back Bay Neighborhood Association for the Hill Street Gardens Project.

The CPA category for this appropriation is Recreation.

Project Summary: On the corner Hill Street and Boylston Street lies a usable piece of land owned by the City of Newburyport that can be improved to benefit the community. The area is currently partitioned off by an old rusty chain link fence that runs immediately along the sidewalk and serves as a barrier between the Fulton Pit and the street. A barrier on the upper rim of the Fulton Pit is a necessity. However, there is valuable open space between the sidewalk and the rim of the pit. Inside the fence there is a grassy area lined with trees that is inaccessible. The applicant seeks an opportunity to reclaim green, open space for our community.

The focus for CPA recreational projects is on outdoor passive or active recreation, such as (but not limited to) the use of land for: community gardens, trails, noncommercial youth and adult sports as well as parks, playgrounds or athletic fields. The plans for Hill Street Gardens are to use CPA funds to improve the functionality of the area, which includes a positive aesthetic value. The planned project would include two phases. The first phase includes removal of the existing fence and the installation of a new fence closer to the pit (preliminary estimate of \$34,600). The approximate length of the fence is 400 linear feet. The second phase includes the installation of a sign, native plants and public art.

PROJECT NO.14

Lower Atkinson Common Improvement Project Phase II

The CPC recommends the appropriation of \$231,589 from the FY 2025 Estimated Revenues to the City of Newburyport for the Lower Atkinson Common Improvement Project Phase II.

The CPA category for this appropriation is Recreation.

Project Summary: In 2023, \$525,000 in funding to support the Lower Atkinson Community was appropriated. The funding allowed the City to implement Phase 1 of the Lower Atkinson Common Master Plan by relocating the playground to the heart of the park and making it a universally-accessible feature. The City is excited to complete the playground this spring and open it for community use. While the work was progressing at the playground, the Administration advanced the design of the second phase of the Master Plan and worked diligently to obtain community feedback and the necessary permit approvals to move Phase 2 forward. The work in Phase 2 will vastly improve the access to and pedestrian safety at the park. The proposal includes moving all parking off Merrimac Street, installing needed sidewalks (no CPA funds to be used for sidewalks) and pedestrian safety measures, including handicap-accessible parking spaces, improving drainage issues at the park, and planting native vegetation.

PROJECT NO. 15

Community Housing Balance of Minimum 10%

The CPC recommends the appropriation of \$118,306 from the FY 2025 estimated revenues to the Newburyport Affordable Housing Trust (NAHT) for use in its current or future programs in support of community housing, subject to the requirements and limitations of the Community Preservation Act.

The CPA category is Community Housing.

Project Summary: The CPA requires that each fiscal year at least 10% of the CPA revenues be spent, or set aside for later spending, for open space, for historic resources and for community housing. This fiscal year that minimum amount for each category is \$134,056. The only other Community Housing project this fiscal year is No. 1, above, in the amount of \$15,750. This recommendation represents the balance necessary to meet the annual required minimum. By [letter to the CPC dated December 15, 2023](#), the NAHT requested the CPC's consideration for this allocation in the event that the minimum percentage was not satisfied by other recommended Community Housing projects.

CPA BOND OBLIGATIONS

World War Memorial Stadium Multi- Purpose Field Project Bond Obligation

To cover the cost of previously authorized bonding (*i.e. a corresponding yearly bond payment*) associated with the World War Memorial Stadium Multi- Purpose Field Project Bond project, the CPC

recommends the appropriation of \$122,880 from the FY 2025 Estimated Revenues to the City of Newburyport for the eighth annual payment of interest and principal on the project.

CPA category is Recreation.

Project Summary: In April 2014, the City Council authorized bonding up to \$1,500,000 against future CPA revenue for the renovation and improvement of the Newburyport High School's World War Memorial Stadium athletic field. Debt payments on the bond will continue through 2030. The CPC is advised that it is necessary to appropriate the debt service payments annually.

Cherry Hill Parcel B Soccer Field Improvement Project Bond Obligation

To cover the cost of previously authorized bonding (*i.e. a corresponding yearly bond payment*) associated with the Cherry Hill Parcel B Soccer Field Improvement Project Bond, the CPC recommends the appropriation of \$11,540 from the FY 2025 Estimated Revenues to the City of Newburyport for the ninth annual payment of interest and principal the project.

The CPA category is Recreation.

Project Summary: In April 2014, the City Council authorized the bonding of up to \$134,000 against future CPA revenue for the redesign and construction of the Cherry Hill Parcel B athletic field. Debt payments on the bond will continue through 2030. The CPC is advised that it is necessary to appropriate the debt service payments annually.

Fuller Field Track Renovation, Phase Two Project Bond Obligation

To cover the cost of previously authorized bonding (*i.e. a corresponding yearly bond payment*) associated with the Fuller Field Track Renovation, Phase Two Project Bond, the CPC recommends the appropriation of \$48,750 from the FY 2025 Estimated Revenues to the City of Newburyport for the fourth annual payment of interest and principal on the project.

The CPA category is Recreation.

Project Summary: The project includes installation of a 300-person grandstand, completion of electrical connections throughout the facility for the sound and timing systems, installation of a new sound system, and renovation of the interior of the existing field house to include expanded restroom facilities. The CPC is advised that it is necessary to appropriate the debt service payments annually.

Market Landing Park Bond Payment (Central Waterfront) Obligation

To cover the cost of previously authorized bonding (*i.e. a corresponding yearly bond payment*) associated with Market Landing Park Bond, the CPC recommends the appropriation of \$280,000 from the FY 2025 Estimated Revenues to the City of Newburyport for the annual payment of interest and principal on the once the bond has been issued for this project.

CPA category is Recreation.

Project Summary: On July 11, 2022, the City Council authorized bonding up to \$3,000,000 against future CPA revenue for the Market Landing Park Project (Central Waterfront). The CPC also recommended that the FY'22 appropriation of \$250K (Council Order 265_08_09_2021) be granted a 1-year extension. The CPC is advised that it is necessary to appropriate the debt service payments annually. Please note that the appropriation is subject to a final plan being presented to Council for approval. Council voted to approve final schematic plans on 11/1/22 (ORDR00385_10_11_2022).

Annual Expenditure - Administrative Costs

In addition to the FY project funding recommendations herein, and consistent with all previous years, this CPC advisory report takes into account a yearly appropriation of \$14,000 from the FY 2025 Estimated Revenues to fund the Community Preservation Committee's anticipated administrative costs. These costs include a stipend for the CPC administration liaison position in the Office of Planning & Community Development, annual membership dues in the statewide community preservation coalition, and other recurring expenses including note taking at meetings, legal advertising, and city solicitor review of legal documents when necessary. Excess funds remaining in this account at the end of the fiscal year revert to the general Community Preservation Fund.

The CPA category for this appropriation is Administration.

COMMUNITY PRESERVATION COMMITTEE – EVALUATION CRITERIA

The Newburyport Community Preservation Committee gives preference to proposals which address as many of the following general criteria as possible:

1. Eligible for Community Preservation Act (CPA) funding according to the requirements described in the CPA legislation (Chapter 44B of Mass. General Laws).

2. Consistent with the Master Plan, Open Space and Recreation Plan, Land Use and other planning documents that have received public scrutiny and input.
3. Preserve and enhance the essential character of the city.
4. Protect resources that would otherwise be threatened.
5. Serve more than one CPA purpose or demonstrate why serving multiple needs is not feasible.
6. Demonstrate practicality and feasibility, and that the project can be implemented within budget and on schedule.
7. Produce an advantageous cost/benefit value.
8. Leverage additional public and/or private funds (eg. qualify the project for additional grants from other sources) or receive partial funding from other sources and/or voluntary contributions of goods or services.
9. Preserve or improve utility of currently owned city assets.
10. Receive endorsement by other municipal boards or departments and broad-based support from community members.

CATEGORY SPECIFIC CRITERIA

The Community Preservation Act funds three key community interests: open space, historic preservation, and affordable housing. Public recreation projects may also be funded.

1. **Open Space** proposals which address as many of the following specific criteria as possible will receive preference for funding:
 - Permanently protect important wildlife habitat, particularly areas that include:
 - locally significant biodiversity;
 - variety of habitats with a diversity of geologic features and types of vegetation;
 - Endangered habitat or species of plant or animal.
 - Preserve active agricultural use.
 - Provide opportunities for passive recreation and environmental education.
 - Protect or enhance wildlife corridors, promote connectivity of habitat or prevent fragmentation of habitats.
 - Provide connections with existing trails, protected open space or potential trail linkages.
 - Preserve scenic views.
 - Border a scenic road.
 - Protect drinking water quantity and quality.
 - Provide flood control/storage.
 - Preserve and protect important surface water bodies, including streams, wetlands, vernal pools or riparian zones.
 - Buffer for protected open space, or historic resources.
2. **Historic Preservation** proposals which address as many of the following criteria as possible will receive preference for funding:

- Protect, preserve, enhance, restore and/or rehabilitate historic, cultural, architectural or archaeological resources of significance, especially those that are threatened.
- Protect, preserve, enhance, restore and/or rehabilitate city-owned properties, features or resources of historical significance.
- Protect, preserve, enhance, restore and/or rehabilitate the historical function of a property or site.
- Demonstrates a public benefit.
- Ability to provide permanent protection for the historic resource.

3. Affordable Housing proposals which address as many of the following criteria as possible will receive preference for funding:

- Contribute to the goal of 10% affordability as defined by chapter 40B of Mass. General Laws.
- Promote a socioeconomic environment that encourages a diversity of income.
- Provide housing that is harmonious in design and scale with the surrounding community.
- Intermingle affordable and market rate housing at levels that exceed state requirements for percentage of affordable units pursuant to chapter 40B.
- Ensure long-term affordability.
- Address the needs of range of qualified household, including very low, low and low-to moderate income families and individuals.
- Provide affordable rental and affordable ownership opportunities.
- Promote use of existing buildings or construction on previously-developed or city-owned sites.
- Convert market rate to affordable units.

4. Recreation proposals which address as many of the following criteria as possible will receive preference for funding:

- Support multiple recreation uses.
- Serve a significant number of residents.
- Expand the range of recreational opportunities available to city residents of all ages.
- Jointly benefit Conservation Commission and Parks Commission initiatives by promoting recreation, such as hiking, biking, and cross-country skiing.
- Maximize the utility of land already owned by city (e.g. school property).
- Promote the creative use of railway and other corridors to create safe and healthful non-motorized transportation opportunities.

Committee Items – April 29, 2024

Community Services

In Committee:

- ORDR00537_02_12_2024 Youth and Recreation Center Design Approval (COTW)
- APPT00479_03_11_2024 Karen M. Cullinane 88 Federal St. Newburyport Library Board of Directors 4/15/2031

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

AN ORDER APPROVING THE DESIGN WORK FOR THE YOUTH AND RECREATION CENTER

WHEREAS, the City Council authorized the expenditure of \$200,000.00 to engage the firm of EGA Architects of Newburyport, MA to design the Youth and Recreation Center and they have completed the Design Development phase; and

WHEREAS, the amount of \$80,000.00 has been expended of the \$200,000.00 authorization; and

WHEREAS, there is a Design Development partial set attached hereto and labeled 'Newburyport Youth Services, 59 Low Street, Newburyport, MA, 01950 Design Development Submission 09-07-2023, Architect: EGA Architects, P.C. and incorporated herewith and designated 'Partial DD set.pdf'; and

~~**WHEREAS**, there is a Design Development Cost Estimates spreadsheet dated 1/11/2024 detailing a total amount of \$7,225,138.00 submitted by the firm of PM&G and there is a second estimate in the total amount of 6,483,926.00 submitted by the firm of South Coast and said spreadsheet is incorporated herewith and designated 'Design Development Cost Estimates'; and~~

~~**WHEREAS**, these same cost estimates include a breakdown of costs for the Low Street safety improvements to allow students to safely access a new Recreation Center as well as the cost to relocate the Parks Division of DPS to Perry Way; and~~

WHEREAS, Design Development Cost Estimates shall include a breakdown of costs for the Low Street safety improvements to allow students to safely access a new Recreation Center as well as the cost to relocate the Parks Division of DPS to Perry Way; and

WHEREAS, the next step in the process is to move into the Construction Document phase of the project including Bidding Assistance and Construction Administration.

NOW, THEREFORE, the City Council hereby authorizes the Administration to proceed to the remaining sixty percent (60%) of the project for construction documents, bidding assistance and construction administration as referenced.

Councillor Edward C. Cameron, Jr.

In City Council February 12, 2024:

Motion to refer to CS & COTW by Councillor Zeid, seconded by Councillor Preston. Roll call vote, 11 yes, motion passes.



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
SEAN R. REARDON

60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4413 • (978) 465-4452 (FAX)
WWW.CITYOFNEWBURYPORT.COM

Ed Cameron, Council President
City of Newburyport
60 Pleasant St.
Newburyport, MA 01950

January 22, 2024

Dear Councillor Cameron,

The Mayor's office is pleased to present the latest design and cost estimates for a new Youth and Recreation Center at 59 Low Street. We look forward to the opportunity to review these documents with you at an upcoming meeting. Since the Council authorized the allocation of \$200K to hire EGA to design the new Rec Center, we have worked diligently to design a building project that supports the needs of the community and the Department, while remaining fiscally and environmentally responsible. We are now at 100% Design Development, which is a good time to pause, present the design and budget, and seek input from the Council and the community, before we move into the Construction Document phase of the project. To date, we have spent \$80K of the \$200K allocation, leaving \$120K for Construction Documents, Bidding Assistance and Construction Administration.

Attached to this memo, you will find a partial Design Development set (the full set is posted to the Mayor's page of the City website) and a cost estimate. Of note, we received a cost estimate from PM&C, the same company who estimated the schematic design, and thought the estimates were conservatively high. In order to double check the estimate, we also asked a contractor with experience in these types of building projects for a second estimate. Attached you will find an excel sheet that compares the two cost estimates. The second tab provides greater detail and breakdown of costs from PM&C. The cost estimates also include a breakdown of costs for Low Street safety improvements to allow students to safely access a new Recreation Center, as well as the cost to relocate the Parks Division of DPS to Perry Way.

Our consultant team looks forward to presenting these plans to the Council and the public, and to answer any questions about the project. We look forward to continuing this conversation. In the meantime, please do not hesitate to contact me with any additional questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to be 'Kim Turner'.

Kim Turner, Manager of Special Projects

DESIGN DEVELOPMENT COST ESTIMATES

1/11/2024

PM&C

SOUTH COAST

Item	Amount	Amount
SITE WORK	\$ 774,118.00	\$ 666,488.00
Site prep and demolition	\$ 221,659.00	\$ 164,667.00
Site improvements	\$ 322,984.00	\$ 501,821.00
Civil mechanical utilities	\$ 97,075.00	\$ -
Electrical utilities	\$ 132,400.00	\$ -
REMOVE HAZARDOUS MATERIALS (Credere Assoc 2021 costs escalated)	\$ 127,920.00	\$ 144,517.00
BUILDING CONSTRUCTION: RENOVATION, NEW CONSTRUCTION, GYM	\$ 4,353,655.00	\$ 4,123,809.00
Foundations	\$ 257,522.00	\$ 276,109.00
Superstructure	\$ 75,999.00	\$ 359,197.00
Exterior closure	\$ 392,015.00	\$ 514,284.00
Roofing	\$ 118,684.00	\$ 115,317.00
Interior construction	\$ 612,266.00	\$ 932,604.00
Interior finishes	\$ 405,016.00	\$ 483,239.00
Plumbing	\$ 249,013.00	\$ 205,717.00
HVAC	\$ 762,485.00	\$ 593,717.00
Fire protection	\$ 109,301.00	\$ 101,217.00
Electrical	\$ 553,169.00	\$ 371,324.00
Equipment	\$ 59,000.00	\$ 19,073.00
Furnishings	\$ 171,935.00	\$ 57,517.00
Special construction	\$ 587,250.00	\$ 94,494.00
Hazmat removals	\$ -	\$ -
PROJECT COSTS	\$ 1,714,745.00	\$ 1,294,412.00
Design & pricing contingency	\$ 136,648.00	\$ 370,561.00
Escalation (July 2024 start)	\$ 131,392.00	\$ -
General conditions	\$ 788,354.00	\$ 425,628.00
Bonds	\$ 63,121.00	NIC
Insurance	\$ 78,901.00	\$ 110,224.00
Permit	NIC	\$ 50,713.00
Overhead & fee	\$ 516,329.00	\$ 337,286.00
PEDESTRIAN SAFETY & INFRASTRUCTURE	\$ 148,000.00	\$ 148,000.00
Design	\$ 35,000.00	\$ 35,000.00
Sidewalk construction	\$ 85,000.00	\$ 85,000.00
RFB installation pedestal mounted (solar)	\$ 28,000.00	\$ 28,000.00
MOVE PARKS DIVISION TO PERRY WAY	\$ 106,700.00	\$ 106,700.00
TOTAL	\$ 7,225,138.00	\$ 6,483,926.00
FUNDING SOURCES	\$ 418,000.00	\$ 418,000.00
Kelley School funds	\$ 393,000.00	\$ 393,000.00
State earmark Senator Tarr	\$ 25,000.00	\$ 25,000.00
TOTAL	\$ 6,807,138.00	\$ 6,065,926.00

DESIGN DEVELOPMENT COST ESTIMATES
12/5/2023

PM&C

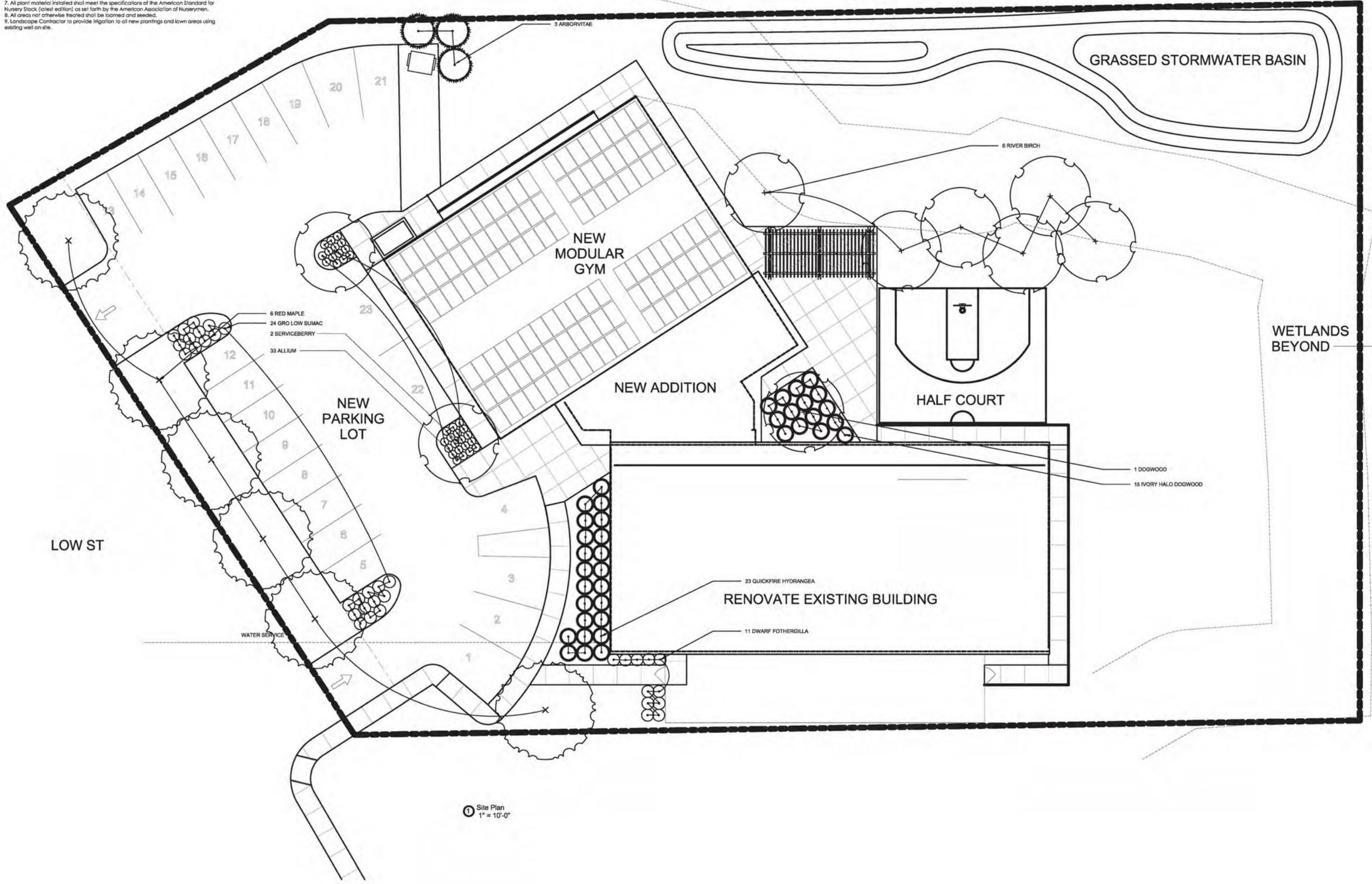
Item	Amount
RENOVATION	\$ 2,255,568.00
Foundations	\$ 4,000.00
Superstructure	\$ 39,600.00
Exterior closure	\$ 241,125.00
Roofing	\$ 43,637.00
Interior construction	\$ 441,530.00
Staircases	\$ 21,500.00
Interior finishes	\$ 208,919.00
Plumbing	\$ 112,304.00
HVAC	\$ 423,876.00
Fire protection	\$ 70,400.00
Electrical	\$ 329,296.00
Equipment	\$ 15,000.00
Furnishings	\$ 168,117.00
Special construction	\$ -
Selective building demolition	\$ 136,264.00
SITE WORK	\$ 637,854.00
Site prep and demolition	\$ 85,395.00
Site improvements	\$ 322,984.00
Civil mechanical utilities	\$ 97,075.00
Electrical utilities	\$ 132,400.00
REMOVE HAZARDOUS MATERIALS (Credeire Assoc 2021 costs escalated)	\$ 127,920.00
NEW OFFICE AND MECHANICAL ADDITIONS	\$ 864,699.00
Foundations	\$ 66,261.00
Superstructure	\$ 36,399.00
Exterior closure	\$ 150,890.00
Roofing	\$ 75,047.00
Interior construction	\$ 126,000.00
Interior finishes	\$ 86,487.00
Plumbing	\$ 94,184.00
HVAC	\$ 105,334.00
Fire protection	\$ 13,588.00
Electrical	\$ 99,691.00
Equipment	\$ 7,000.00
Furnishings	\$ 3,818.00
Special construction	\$ -
Hazmat removals	\$ -
GYM	\$ 1,369,652.00
Foundations	\$ 187,261.00
Interior construction	\$ 23,236.00
Interior finishes	\$ 109,610.00
Plumbing	\$ 42,525.00
HVAC	\$ 233,275.00
Fire protection	\$ 25,313.00
Electrical	\$ 124,182.00
Equipment	\$ 37,000.00
Furnishings	\$ -
Special construction	\$ 587,250.00
Hazmat removals	\$ -
PROJECT COSTS	\$ 1,714,745.00
Design & pricing contingency	\$ 136,648.00
Escalation (July 2024 start)	\$ 131,392.00
General conditions	\$ 788,354.00
Bonds	\$ 63,121.00
Insurance	\$ 78,901.00
Permit	NIC
Overhead & fee	\$ 516,329.00
TOTAL	\$ 6,970,438.00

- GENERAL NOTES**
- All work shall be in conformance with local and state standards.
 - Contractor shall verify locations of existing utilities with appropriate utility companies prior to start of construction.
 - Contractor shall secure all necessary permits for work shown on these plans.
 - All work shall comply with all local, State, and Federal safety regulations.
 - Contractor shall coordinate work with respective utility companies in a timely fashion.
 - The contractor shall be solely responsible for all means, methods and techniques employed to perform the work shown on these plans.
 - Contractor shall comply with all conditions as required by Newburyport Conservation Commission.

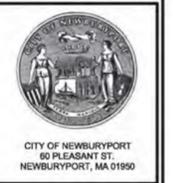
- PLANTING NOTES**
- The landscape contractor shall supply all plants in quantities sufficient to complete the work shown on the plan.
 - Any plant substitutions must be approved by the Landscape Architect.
 - The landscape contractor is advised of the existence of underground utilities, the location of which shall be verified by the contractor prior to any operations. Should the location of proposed plantings conflict with any of said utilities, the Landscape Architect shall be notified immediately for decision.
 - The landscape contractor shall relocate or repair to original condition any and all utilities, paving, etc. damaged as a result of their operations at no additional cost to the Owner.
 - Mulch planting and tree pits with 3" shredded pine bark mulch.
 - Lawn areas shall have a 4" min. of topsoil.
 - All plant material installed shall meet the specifications of the American Standard for Nursery Stock (latest edition) as set forth by the American Association of Nurserymen.
 - All areas not otherwise treated shall be loamed and seeded.
 - Landscape Contractor to provide irrigation to all new plantings and lawn areas using existing well on-site.

59 Low St Plant List

Qty.	Scientific Name	Common Name	Size	Notes
Shade Trees				
6	Acer rubrum	Red Maple	2-5' cal.	
2	Amelanchier canadensis	Serviceberry	2-2.5' cal.	
6	Betula nigra	River Birch	2-2.5' cal.	
1	Cornus florida	Dogwood	2-2.5' cal.	
3	Thuja 'Green Giant'	Arborvitae	6-8' ht.	
Shrubs				
15	Cornus alba 'Bailhalo'	Ivory Halo Dogwood	7 gal.	
11	Fothergilla gardenii	Dwarf Fothergilla	3 gal.	
23	Hydrangea paniculata 'Quickfire'	Panicle Hydrangea	7 gal.	
24	Rhus aromatica 'Gro-Low'	Gro-Low Sumac	3 gal.	
Perennials				
33	Allium 'Summer Beauty'	Flowering Onion	1 gal.	



Site Plan
1" = 10'-0"



ARCHITECT:
EGA Architects
STRUCTURAL ENGINEER:
Shelley Engineering
MEP ENGINEER:
BLW Engineers
INTERIOR DESIGNER:
WDC Interiors

Newburyport Youth Services
59 Low Street
Newburyport, MA 01950

Issued For:	Date:
PROGRESS	09/29/2023

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Building Key:

Sheet Title:
Planting Plan

Sheet Number:
L-200.0



NEWBURYPORT YOUTH SERVICES
59 LOW STREET
NEWBURYPORT, MA 01950

DESIGN DEVELOPMENT SUBMISSION 09-07-2023

OWNER:

CITY OF NEWBURYPORT
 60 PLEASANT ST
 NEWBURYPORT, MA 01950
 (978) 465-4413

ARCHITECT:

EGA ARCHITECTS, P.C.
 12 AUBURN STREET
 NEWBURYPORT, MA 01950
 (978) 462-5515

STRUCTURAL ENGINEER:

SHELLEY ENGINEERING
 PO BOX 1030,
 GRAY, ME 04039
 (207) 657-8031

MEP ENGINEER:

BLW ENGINEERS, INC.
 311 GREAT ROAD
 PO BOX 1551
 LITTLETON, MA 01460
 (978) 486-4301

ACOUSTICAL ENGINEER:

CAVANAUGH TOCCI ASSOC.
 327 Boston Post Rd # F,
 Sudbury, MA 01776
 (978) 443-7871

INTERIOR DESIGNER:

WELLESLEY DESIGN CONSULTANTS
 200 MERRIMACK ST, 4TH FLOOR
 HAVERHILL, MA 01830
 (978) 965-8185



CIVIL ENGINEER:
 STRUCTURAL ENGINEER:
 Shelley Engineering
 MEP ENGINEER:
 BLW Engineers
 INTERIOR DESIGNER:
 WDC Interiors

Newburyport Youth Services
 59 Low Street
 Newburyport, MA 01950

Issued For:	Date:
DD SET	09/08/2023

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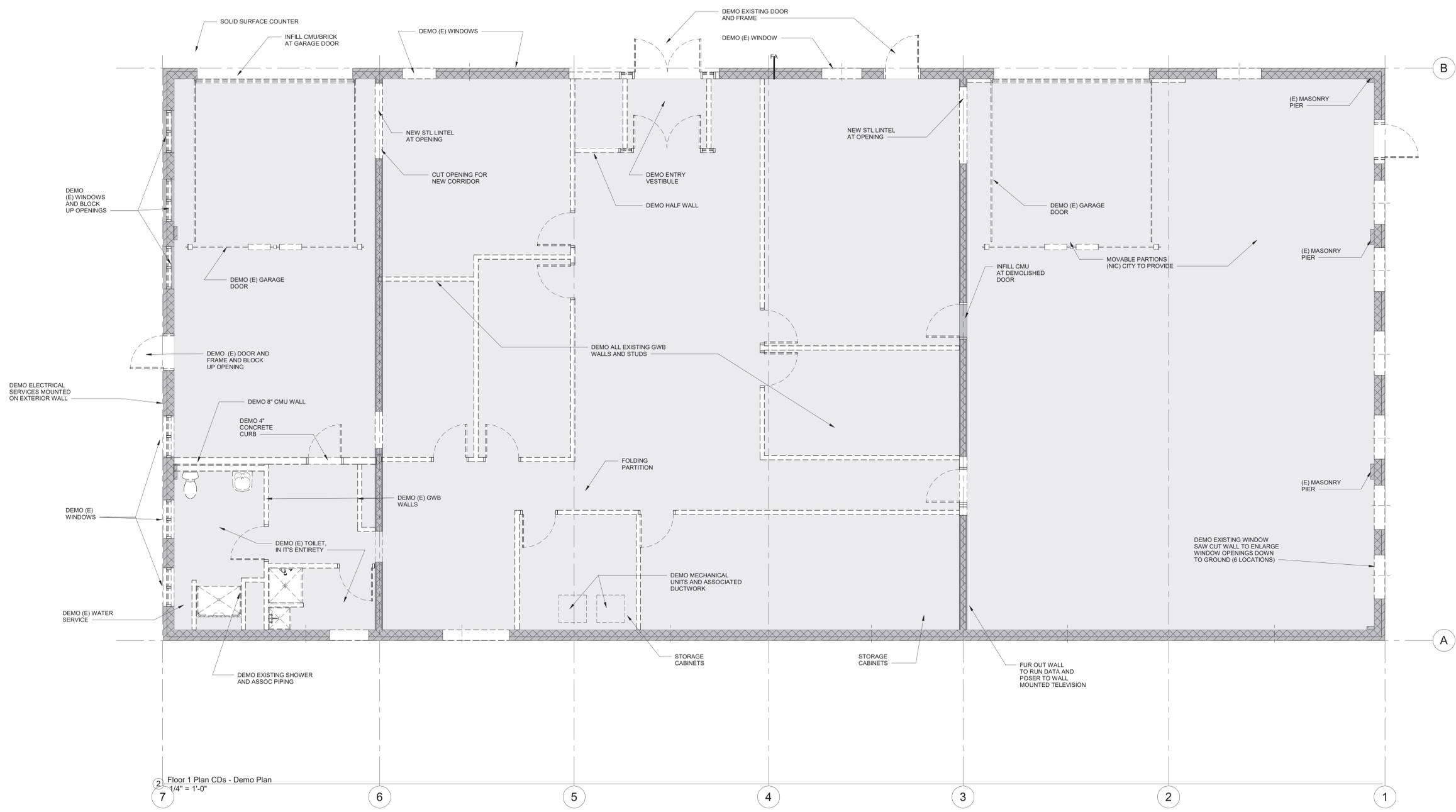
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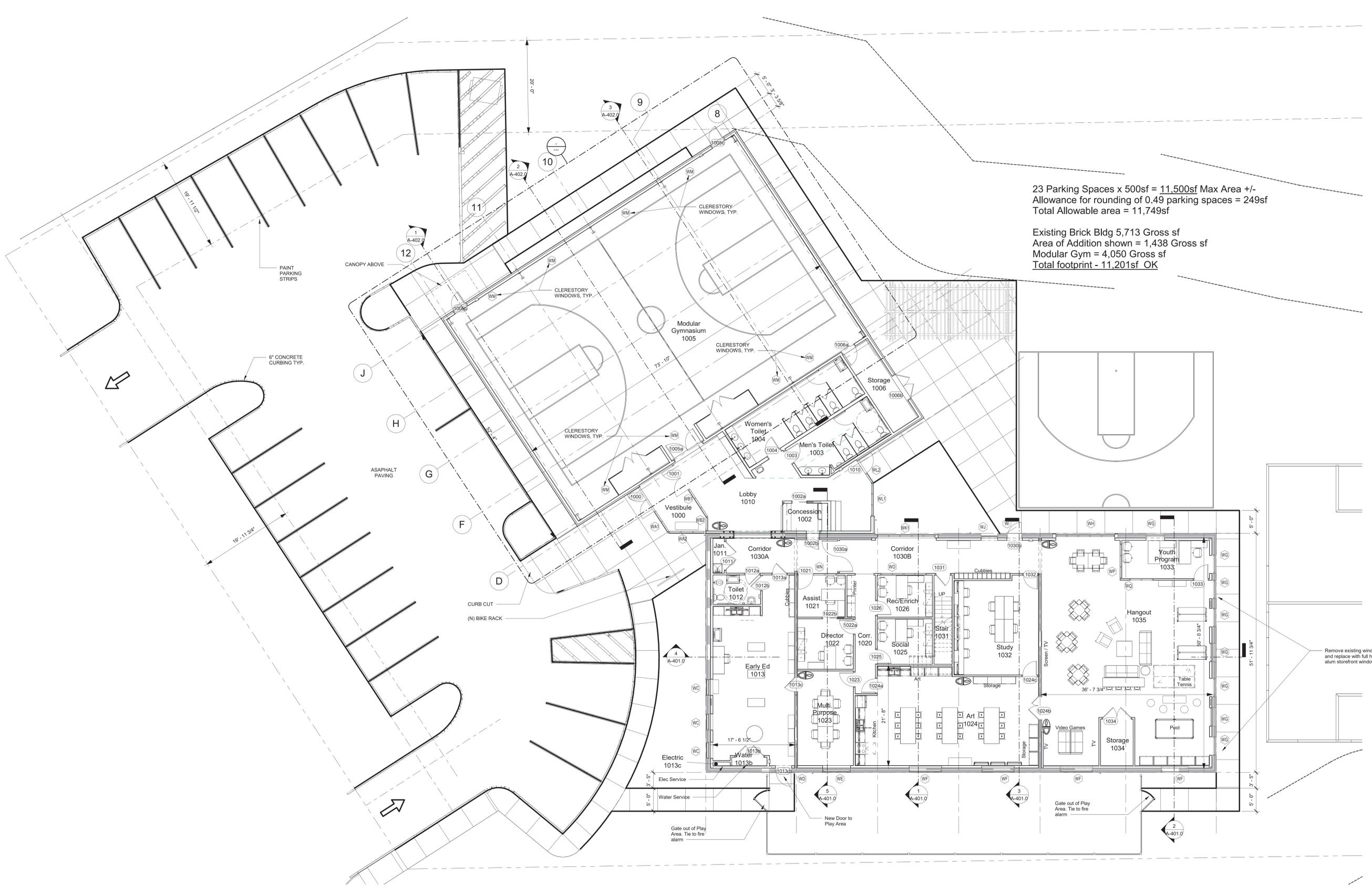
Sheet Title:
First Floor Demolition Plan

Sheet Number:
A-102.0

- NOTES:
- 1) DEMO ENTIRE EXISTING MECHANICAL SYSTEM
 - 2) DEMO ALL PLUMBING AND PIPING THROUGHOUT EXISTING BUILDING CUT AND CAP WASTE LINES BELOW SLAB
 - 3) DEMO ALL ELECTRICAL ITEMS INCLUDING SERVICE, PANELS, BRANCH WIRING, CONDUIT, WIRING DEVICES AND BOXES AS WELL AS ALL LIGHTING
 - 4) DEMO ALL ACOUSTICAL TILE CEILINGS IN ALL ROOMS AS WELL AS 10" BATT INSULATION LAYING ON TOP OF CEILINGS (GARAGE AREAS HAVE NO CEILINGS)
 - 5) DEMO GAS SERVICE AND ALL GAS LINES.



2 Floor 1 Plan CDs - Demo Plan
1/4" = 1'-0"



23 Parking Spaces x 500sf = 11,500sf Max Area +/-
Allowance for rounding of 0.49 parking spaces = 249sf
Total Allowable area = 11,749sf

Existing Brick Bldg 5,713 Gross sf
Area of Addition shown = 1,438 Gross sf
Modular Gym = 4,050 Gross sf
Total footprint - 11,201sf OK

1 Floor 1 Plan CDs
1/8" = 1'-0"

FIXTURE TYPE LEGEND

- RECESSED DOWNLIGHT
- ⊗ WALL WASHER
- ⊗ SURFACE MOUNTED CEILING LIGHT
- ⊗ WALL SCONCE
- ⊗ 2x4' FLUORESCENT TROFFER
- ⊗ 4' FLUORESCENT STRIP
- ⊗ 8' FLUORESCENT STRIP
- ⊗ TRACK LIGHTS
- ⊗ VANITY LIGHT

ACOUSTICAL TILE KEY
 TILE TYPE - SEE SPEC.
 SUSPENSION TYPE - SEE SPEC.
 2x-#

- CEILING TAG KEY**
- 1A → MATERIAL - SEE CEILING TYPE LEGEND
 - HEIGHT ABOVE FINISHED FLOOR
 - # → INDICATED SECOND
 - CEILING TYPE ABOVE

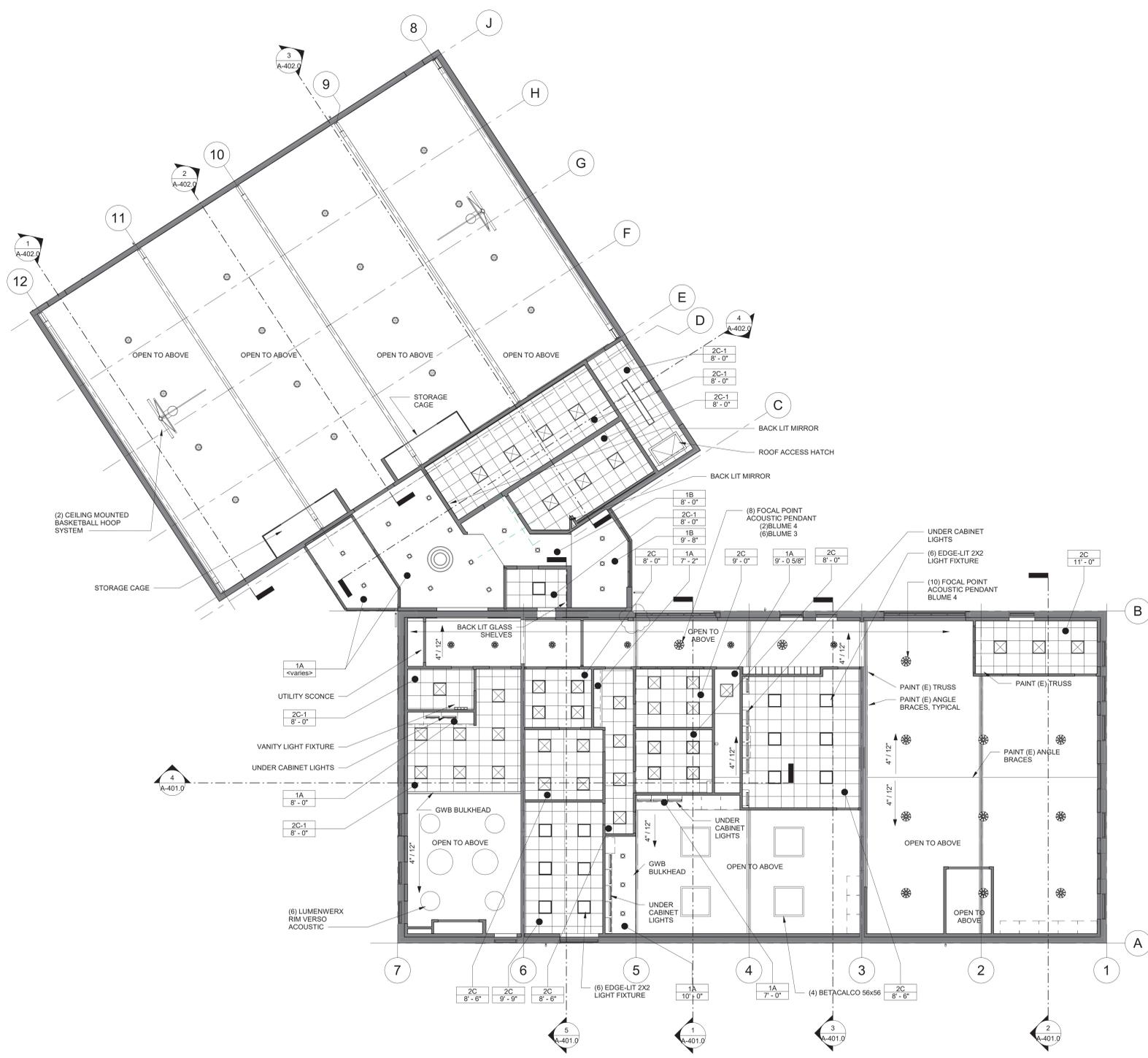
1. FOR ACOUSTICAL CEILING TILE TYPES AND SUSPENSION SYSTEM TYPES, REFER TO SPECIFICATIONS.

CEILING TYPE LEGEND

- 1A GYPSUM BOARD CEILING - NOT PART OF RATED ASSEMBLY
- 1B GYPSUM BOARD CEILING - PART OF RATED ASSEMBLY - REFER TO A.6.1
- 2x-# ACOUSTICAL TILE CEILING - REFER TO A.C.T. KEY
- 3 FINISHED UNDERSIDE OF STRUCTURE - REFER TO SPECIFICATIONS
- 4 EXTERIOR SOFFIT SYSTEM
- 5 OPEN TO ABOVE
- 6 LIGHT COVE - REFER TO DETAIL X/A-X-X
- 7 OTHER?

REFLECTED CEILING PLAN NOTES:

1. SPRINKLER HEADS ARE NOT SHOWN. SPRINKLER CONTRACTOR TO SUBMIT LAYOUT FOR REVIEW & COORDINATION W/ OTHER TRADES.
2. ELECTRICAL FIXTURES SHOWN ARE FOR LOCATION & COORDINATION ONLY - REFER TO ELECTRICAL DRAWINGS.
3. PROVIDE ATTIC ACCESS PANELS TO ALL CONCEALED ROOF TRUSS SMOKE COMPARTMENTS. COORDINATE LOCATIONS WITH ARCHITECT IF NOT LOCATED PER DRAWINGS.
4. LAYOUT & LOCATION OF EQUIPMENT TO BE AS FOLLOWS
 - 4.A. SPRINKLER HEAD IN A.C.T. - CENTERED IN PANEL
 - 4.B. SPRINKLER HEAD IN GYPSUM WALLBOARD - ALIGN WITH NEARBY LIGHT FIXTURES
 - 4.C. CORRIDOR FIXTURES - CENTERED IN TILE PANEL
 - 4.D. REGISTERS, DIFFUSERS, EXIT LIGHTS, SMOKE DETECTORS, ETC. - CENTERED IN TILE PANEL
 - 4.E. LIGHT FIXTURES, ETC. IN GYPSUM WALLBOARD CEILING - LOCATION INDICATED ON RCPS
5. G.C. & ELECTRICAL SUBCONTRACTOR SHALL COORDINATE LOCATION OF EXIT SIGNS SO THAT THEY ARE NOT OBSTRUCTED BY PENDANT MOUNTED LIGHT FIXTURES OR OTHER CEILING SUSPENDED ITEMS.



3 Floor 1
 1/8" = 1'-0"

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 BLW Engineers
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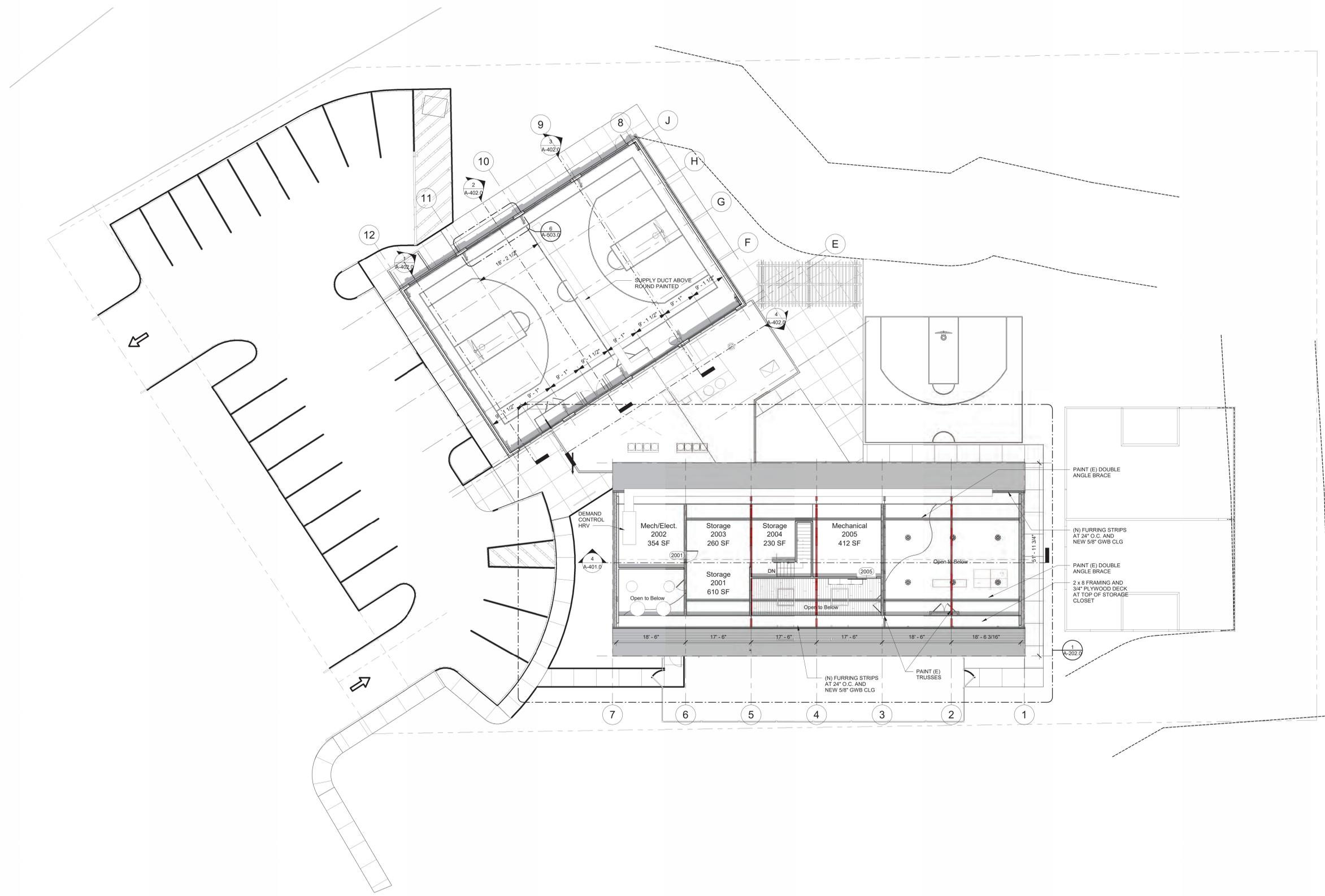
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Building Key:

Sheet Title:
 Floor 1 Reflected Ceiling Plan

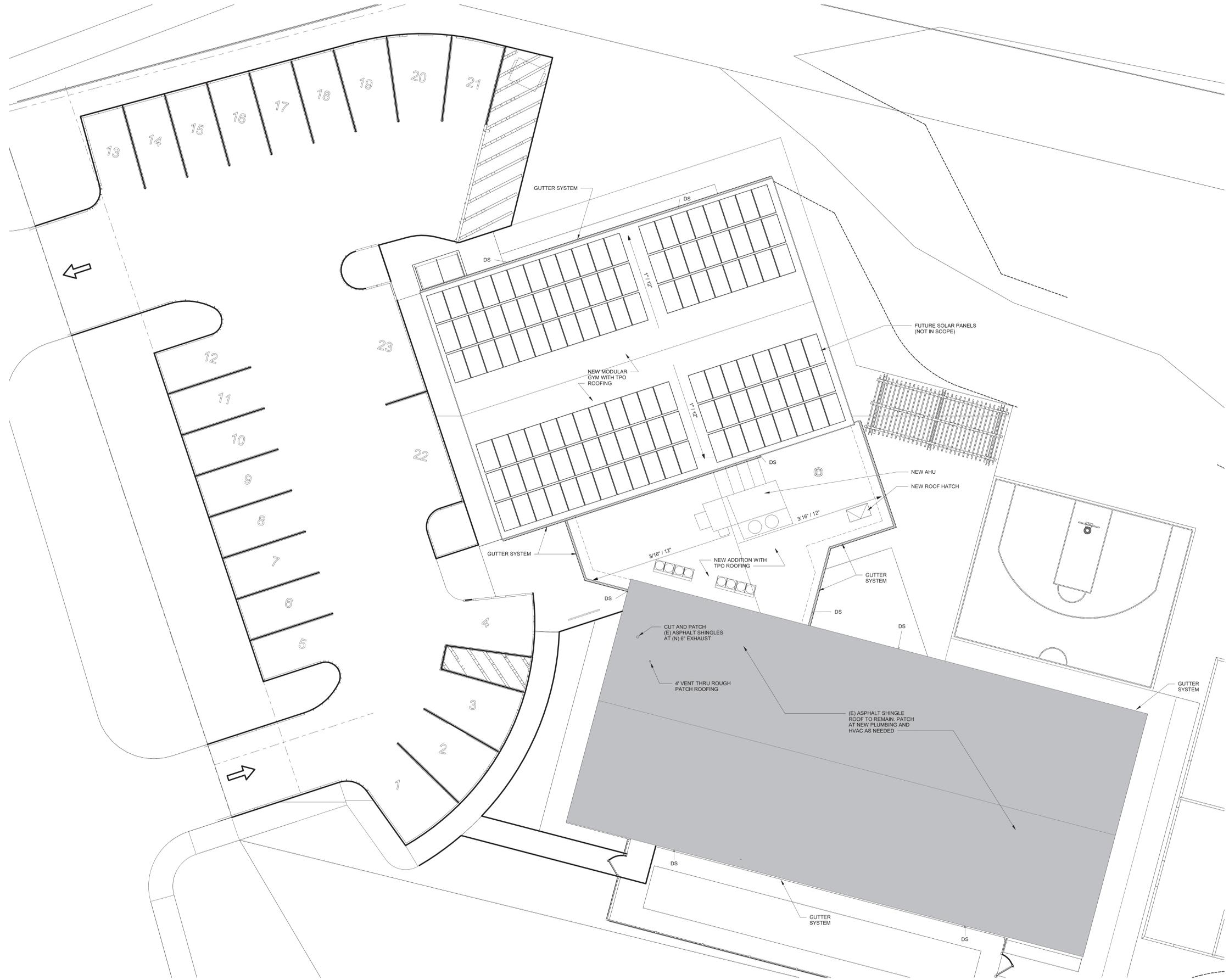
Sheet Number:
A-104.0

1 Floor 2 Plan
3/32" = 1'-0"



GENERAL ROOF PLAN NOTES:

1. R.D. REPRESENTS ROOF DRAIN, O.D. REPRESENTS OVERFLOW DRAIN. REFER TO PLUMBING DRAWINGS FOR SIZES AND COORDINATE LOCATIONS WITH TAPERED INSULATION. REFER TO DETAILS ON A-5.XX.
2. COORDINATE LOCATIONS OF ROOF TOP UNITS, DUCTS, PENETRATIONS, AND PIPING WITH MEP DRAWINGS.
3. ICE AND WATER SHIELD TO BE CONTINUOUS UNDER ALL ASPHALT ROOF SHINGLE ROOF EDGES.
4. DS = GUTTER SYSTEM DOWNSPOUT



① Overall Roof Plan
1/8" = 1'-0"

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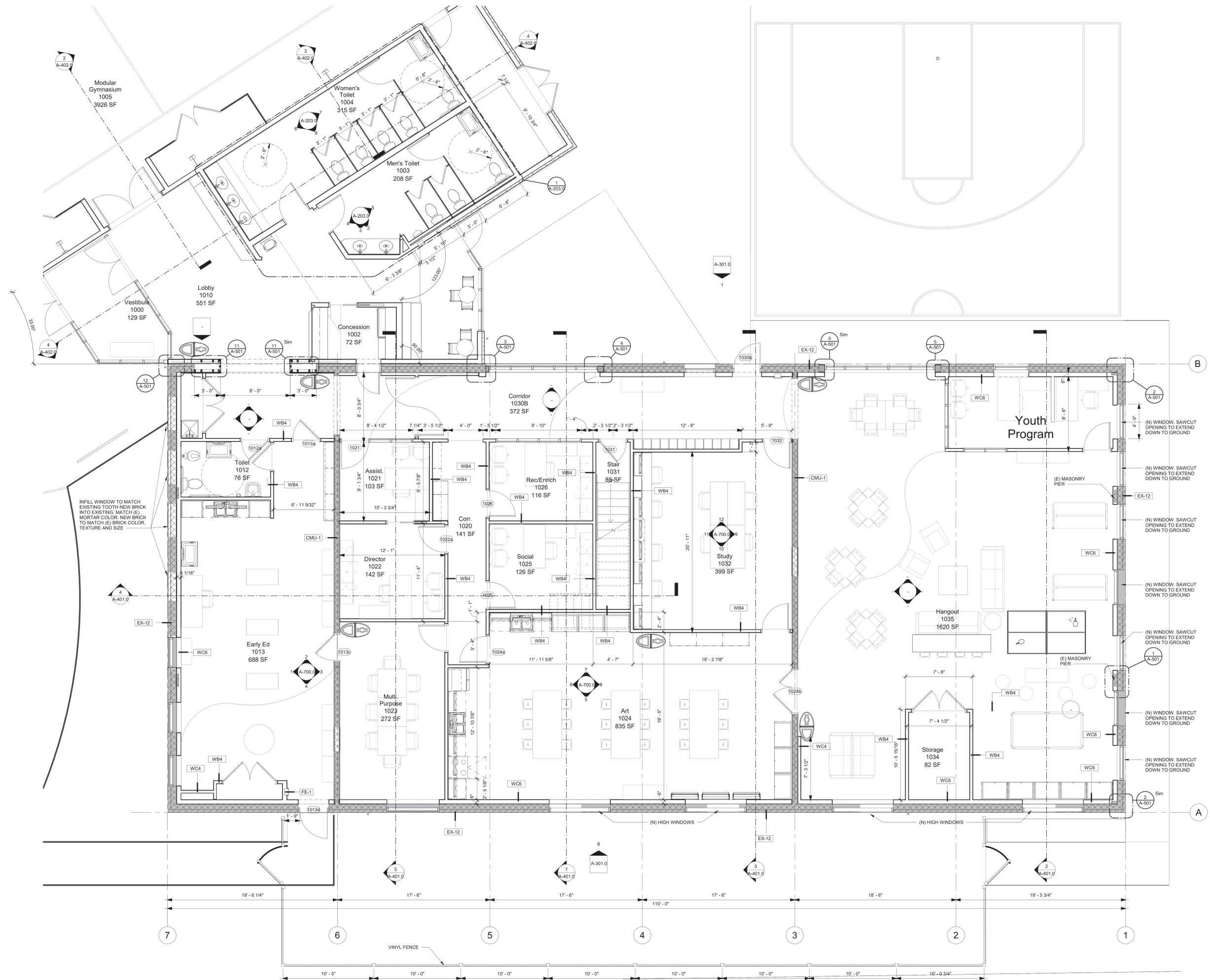
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Roof Plan

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1 Floor 1 Plan CDs - Existing Bldg and Addition
1/4" = 1'-0"

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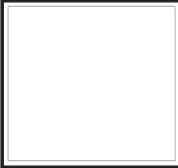
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Building Key:

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First Floor Existing Building

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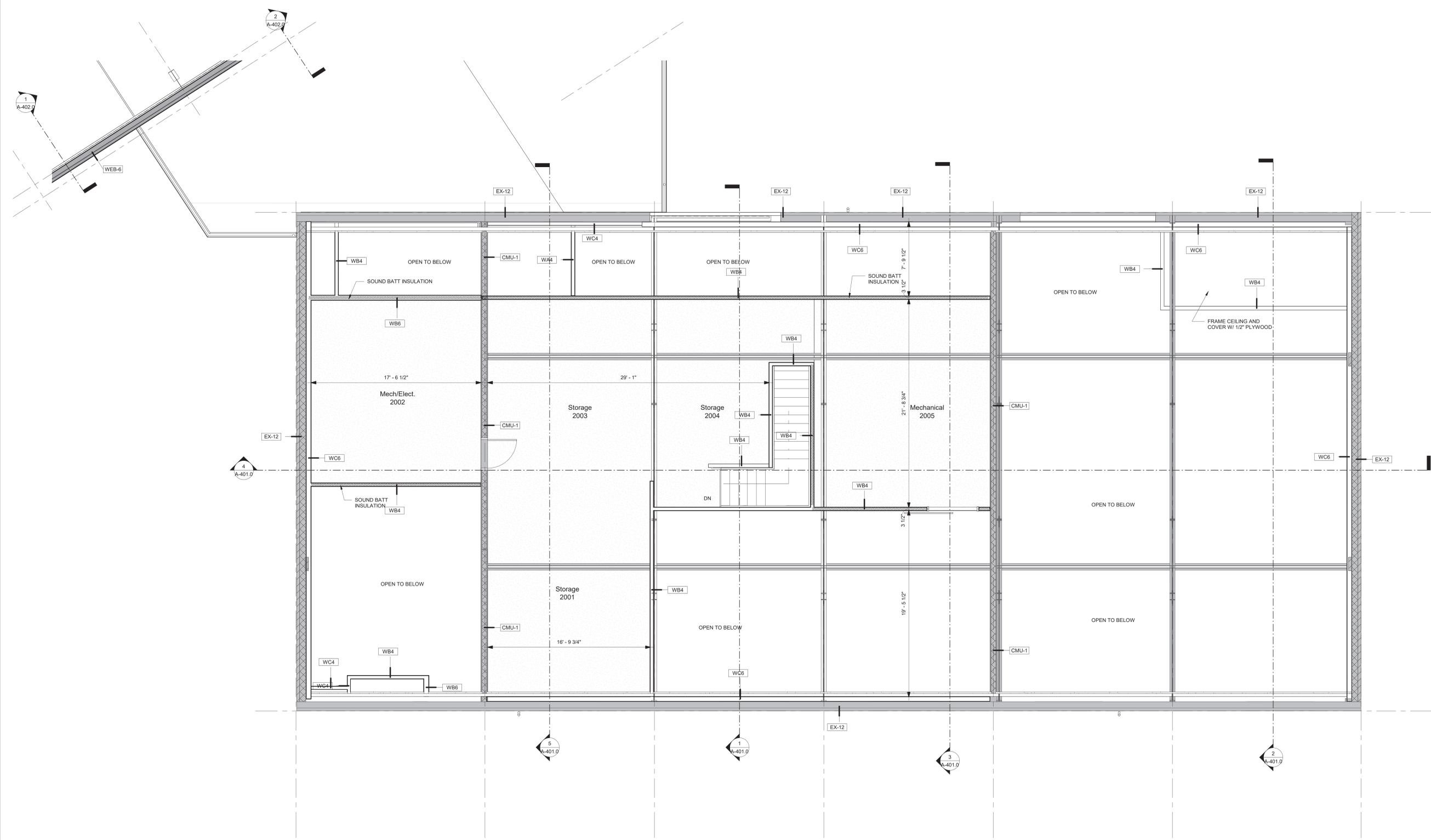
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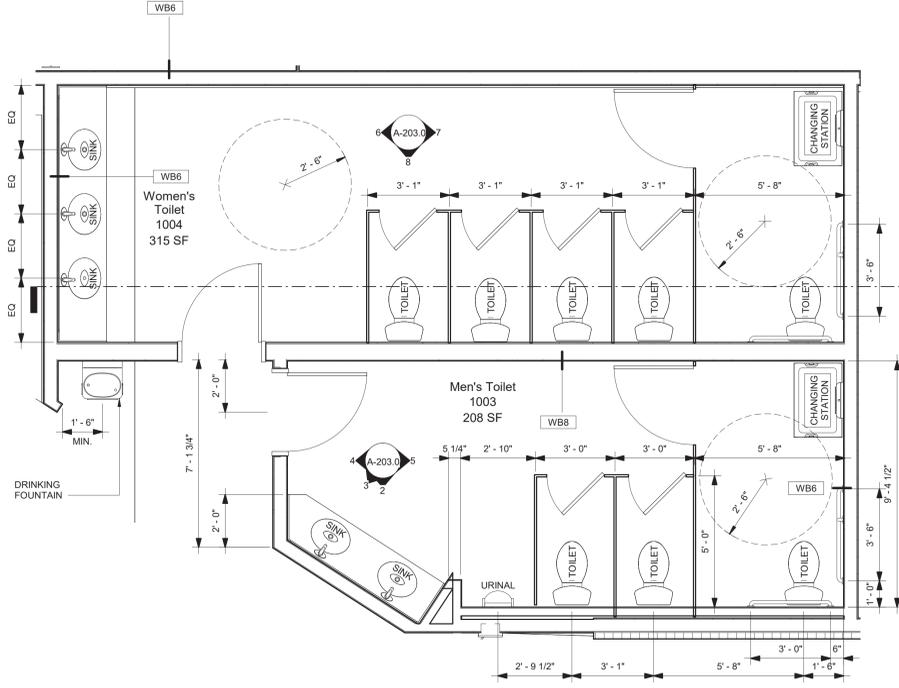
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Sheet Title:
Second Floor Existing Building

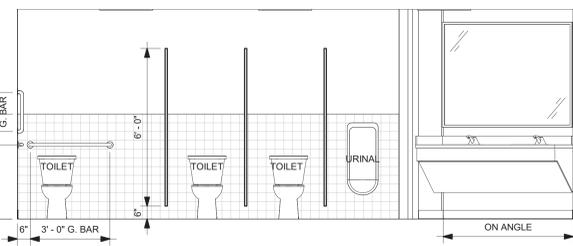
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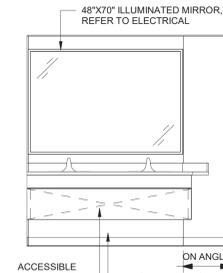
1 Floor 2 Plan - Callout 1
1/4" = 1'-0"



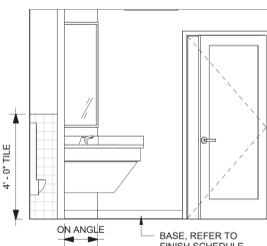
1 Floor 1 Plan CDs - Toilets Partial Plan
3/8" = 1'-0"



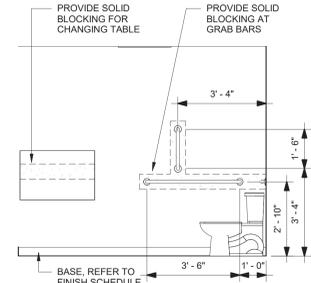
2 Men's Toilet Elevation
3/8" = 1'-0"



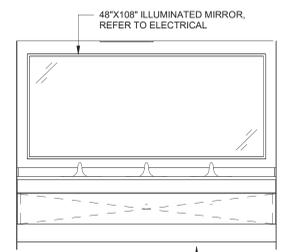
3 Men's Toilet Elevation
3/8" = 1'-0"



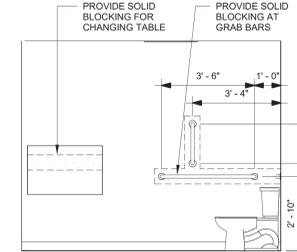
4 Men's Toilet Elevation
3/8" = 1'-0"



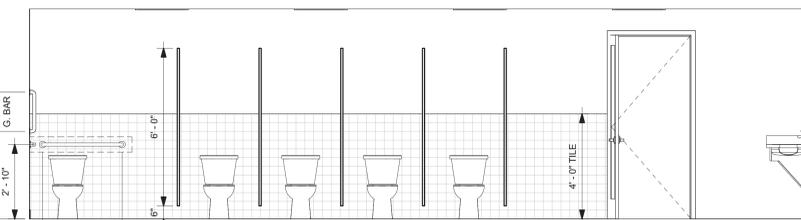
5 Men's Toilet Elevation
3/8" = 1'-0"



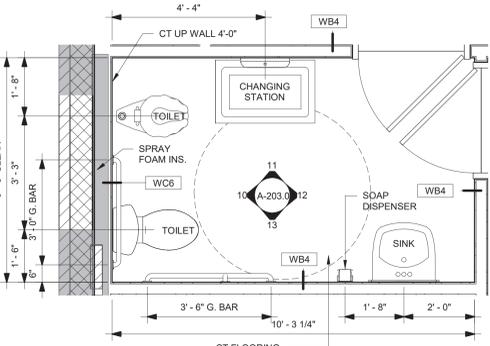
6 Women's Toilet Elevation
3/8" = 1'-0"



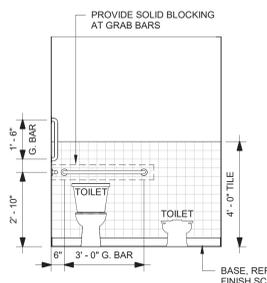
7 Women's Toilet Elevation
3/8" = 1'-0"



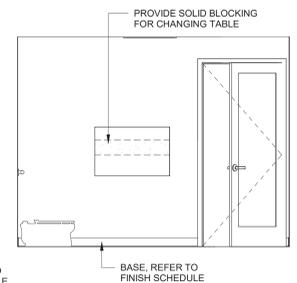
8 Women's Toilet Elevation
3/8" = 1'-0"



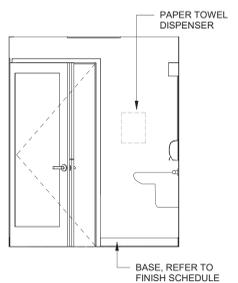
9 Preschool Toilet Plan
1/2" = 1'-0"



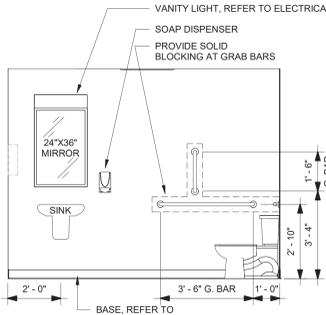
10 Preschool Toilet Elevation
3/8" = 1'-0"



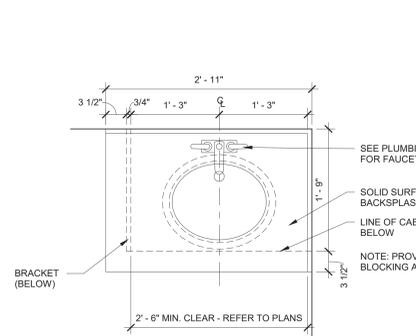
11 Preschool Toilet Elevation
3/8" = 1'-0"



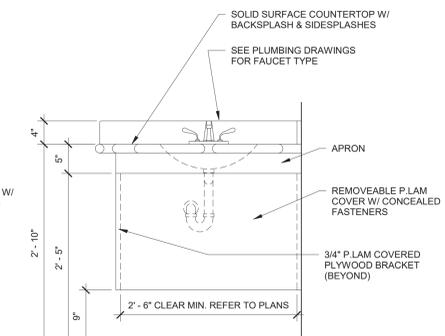
12 Preschool Toilet Elevation
3/8" = 1'-0"



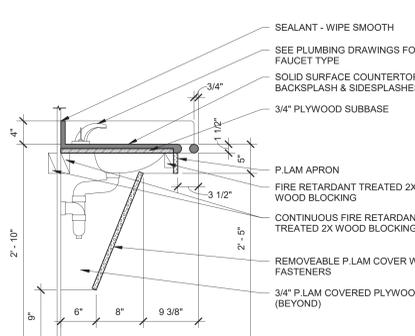
13 Preschool Toilet Elevation
3/8" = 1'-0"



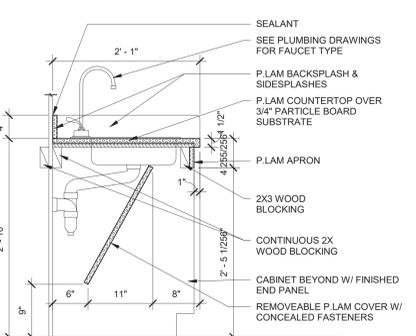
14 Detail Bathroom Countertop Plan - Solid Surface w/ Integral Grab Rail
1" = 1'-0"



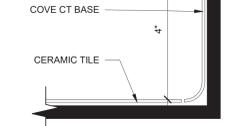
15 Detail Bathroom Countertop Elevation - Solid Surface w/ Integral Grab Rail
1" = 1'-0"



16 Detail Bathroom Countertop Section - Solid Surface w/ Integral Grab Rail
1" = 1'-0"



17 Detail Kitchen Accessible Sink Base Section - P.Lam
1" = 1'-0"

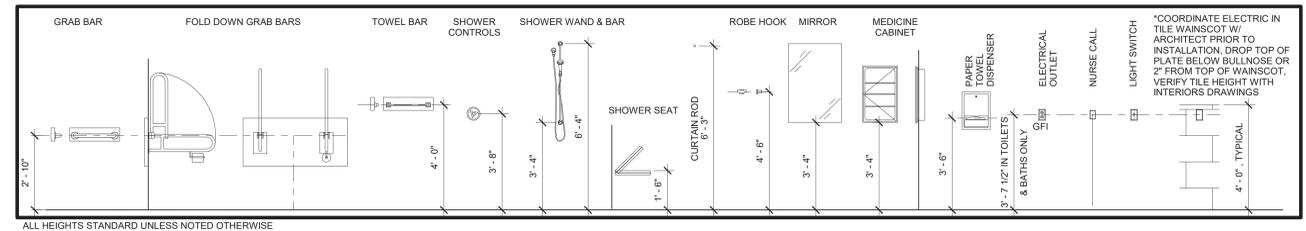


18 Detail Bathroom Flash Cove Detail
6" = 1'-0"

- GENERAL BATH NOTES:**
- ALL DIMENSIONS ARE CLEAR DIMENSIONS FROM FINISHED FACE OF WALL TO FINISHED FACE OF WALL OR FIXTURE CENTERLINE UNLESS OTHERWISE NOTED.
 - ALL EXPOSED PIPING (THAT IS NOT ENCLOSED WITHIN A VANITY OR OTHERWISE PROTECTED) IS TO BE INSULATED.
 - ALL BLOCKING, OTHER THAN THAT REQUIRED WITHIN SHOWER/TUB ENCLOSURES, BY CONTRACTOR.

BLOCKING TYPE AS FOLLOWS:

 - WHERE BLOCKING IS REQUIRED WITHIN NON-COMBUSTIBLE CONSTRUCTION, PROVIDE A 20 GA. CONTINUOUS METAL PLATE OR AT CONTRACTOR'S OPTION PROVIDE FIRE RETARDANT TREAT WOOD BLOCKING.
 - WHERE BLOCKING IS REQUIRED OVER RESILIENT CHANNELS, PROVIDE 20 GA. CONTINUOUS METAL PLATE.
 - ALL BLOCKING SHALL BE ADEQUATE TO SATISFY LOADING STANDARDS OF AT LEAST 250 LBS. PER APPLICABLE CODES.
 - PROVIDE BACKSPLASH AND SIDESPLASHES AS REQUIRED OF MATERIAL TO MATCH COUNTERTOPS UNLESS OTHERWISE NOTED.
 - PROVIDE ADEQUATE BLOCKING TO ALLOW FOR SINKS TO BE RELOCATED VERTICALLY ALONG WALL WITHOUT STRUCTURAL CHANGES.
 - FLOORING TO CONTINUE UNDER ALL REMOVABLE BASE CABINETS.
 - WHERE PLAM IS SURFACE FINISH - PROVIDE ON ALL EXPOSED SURFACES.
 - REFER TO SPECIFICATIONS FOR CABINET HARDWARE REQUIREMENTS.



Bath Mounting Height Key
3/8" = 1'-0"

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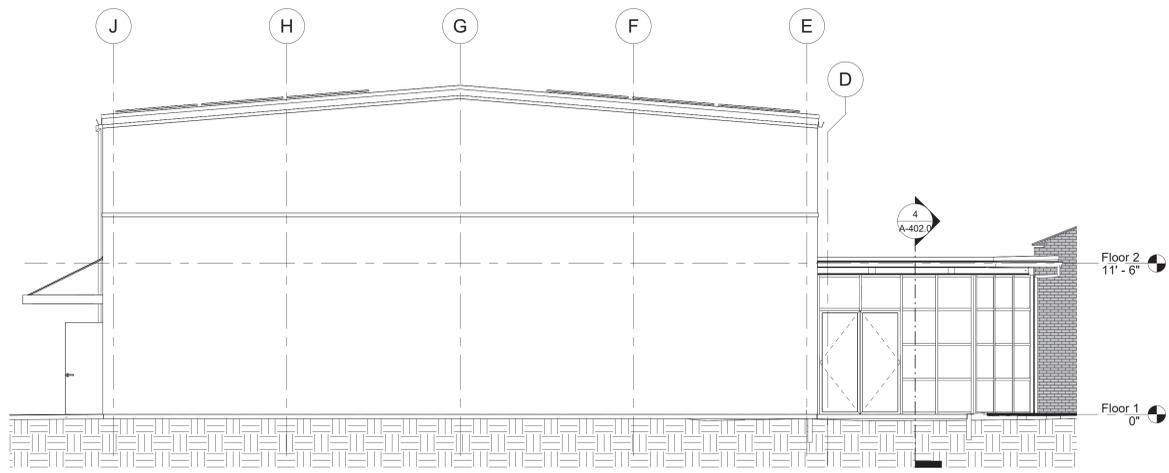
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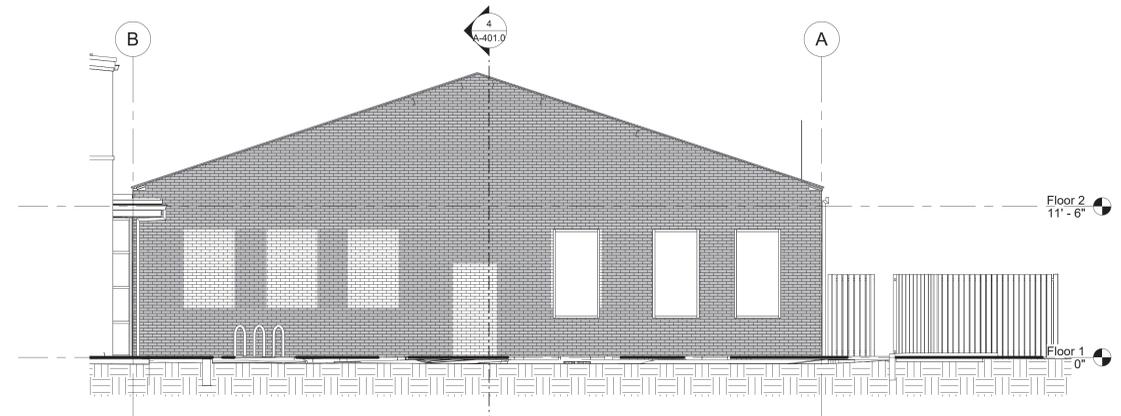
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Sheet Title:
Bath Elevations

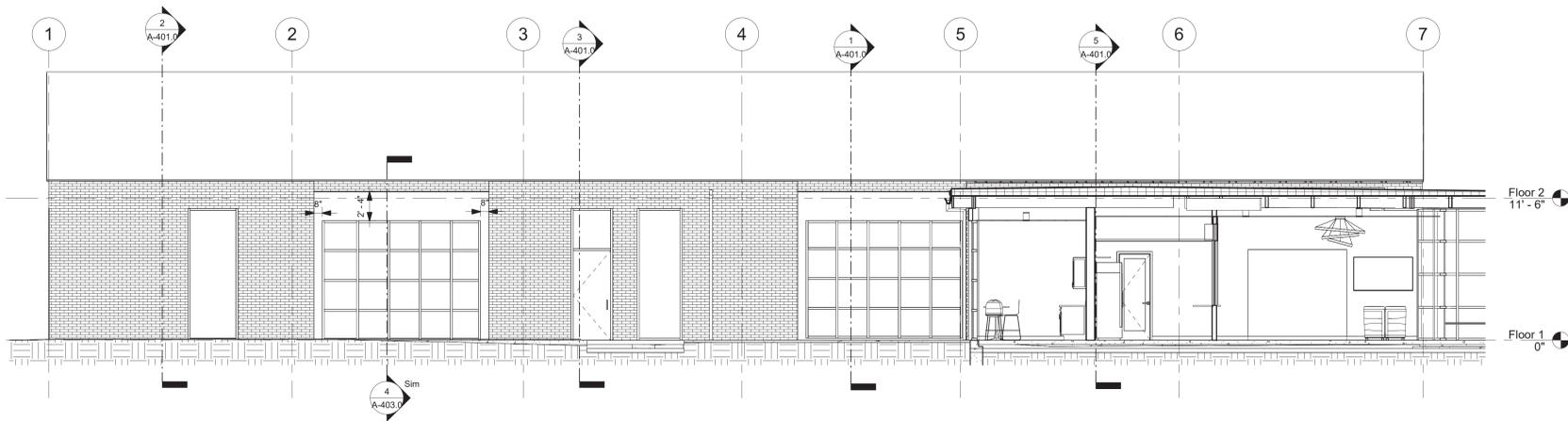
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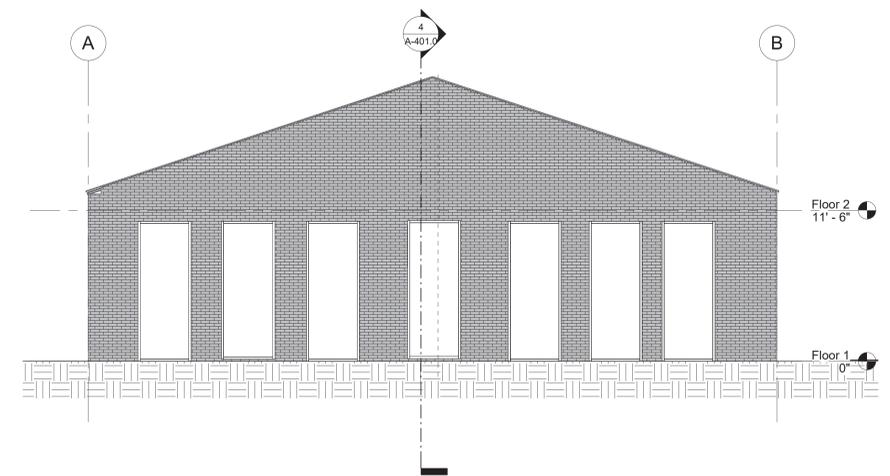
4 Elevation 3 - a
3/16" = 1'-0"



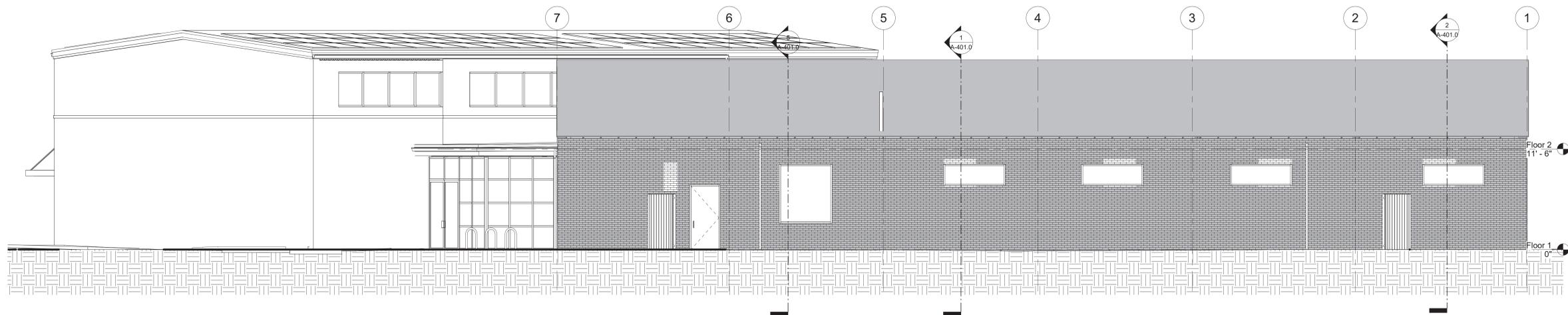
2 Classroom Wing North Elevation
3/16" = 1'-0"



1 Classroom Wing East Elevation
3/16" = 1'-0"



3 Classroom Wing South Elevation
3/16" = 1'-0"



8 Classroom Wing West Elevation
3/16" = 1'-0"

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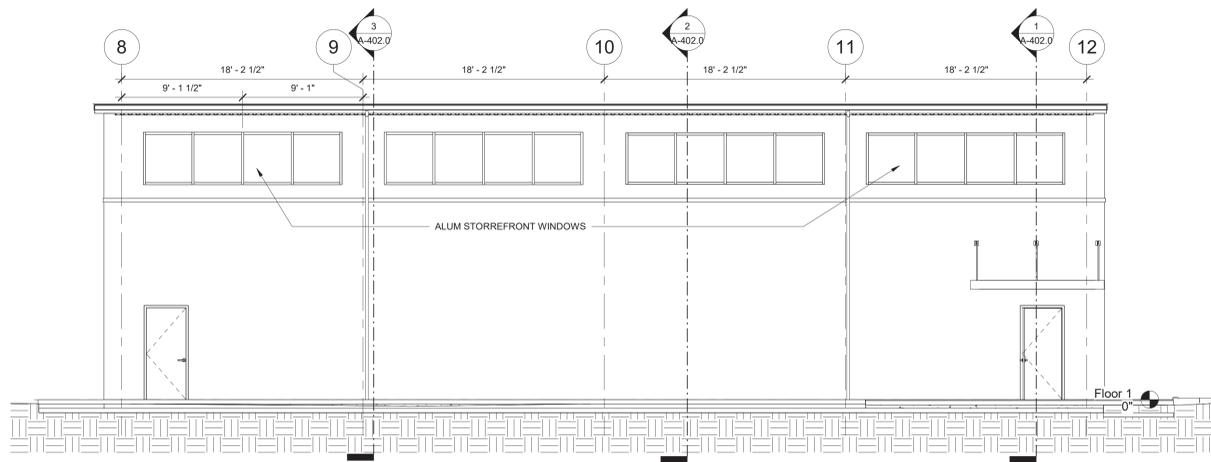
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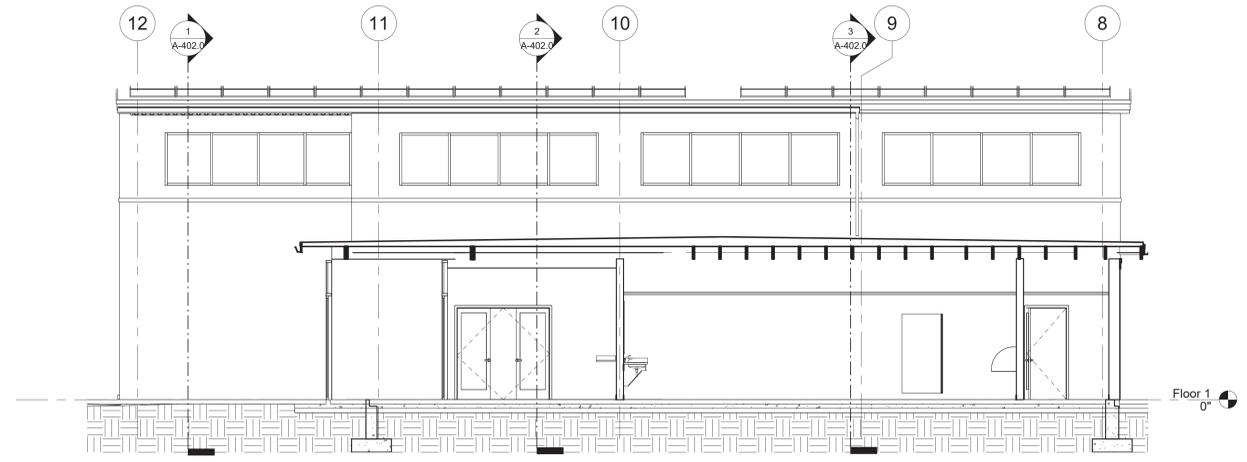
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Sheet Title:
Elevations

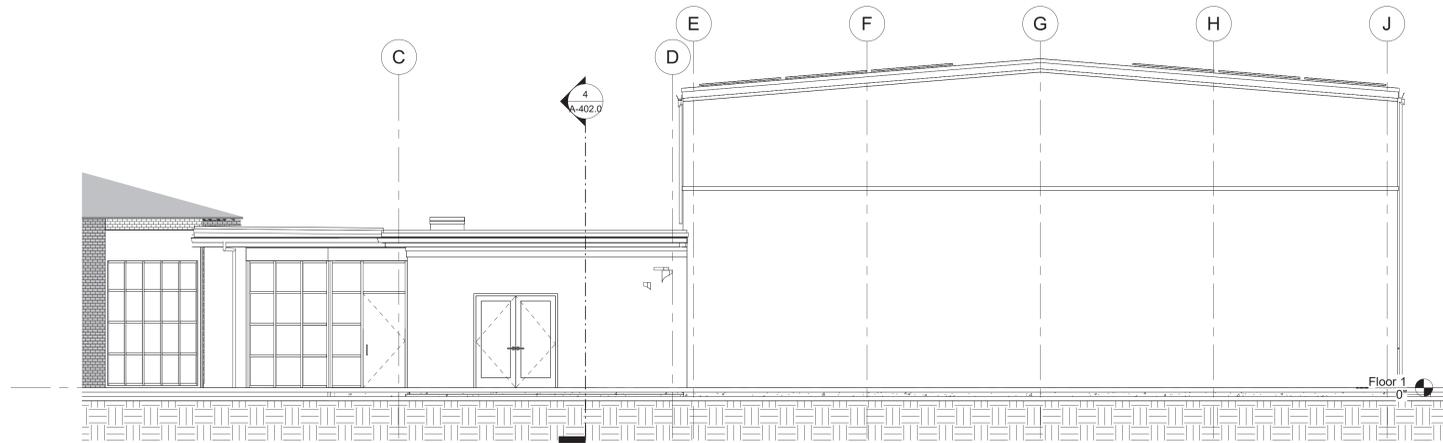
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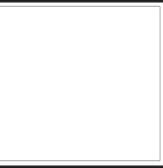
① 1 - a
3/16" = 1'-0"



③ 4 - a
3/16" = 1'-0"



② 3 - a
3/16" = 1'-0"



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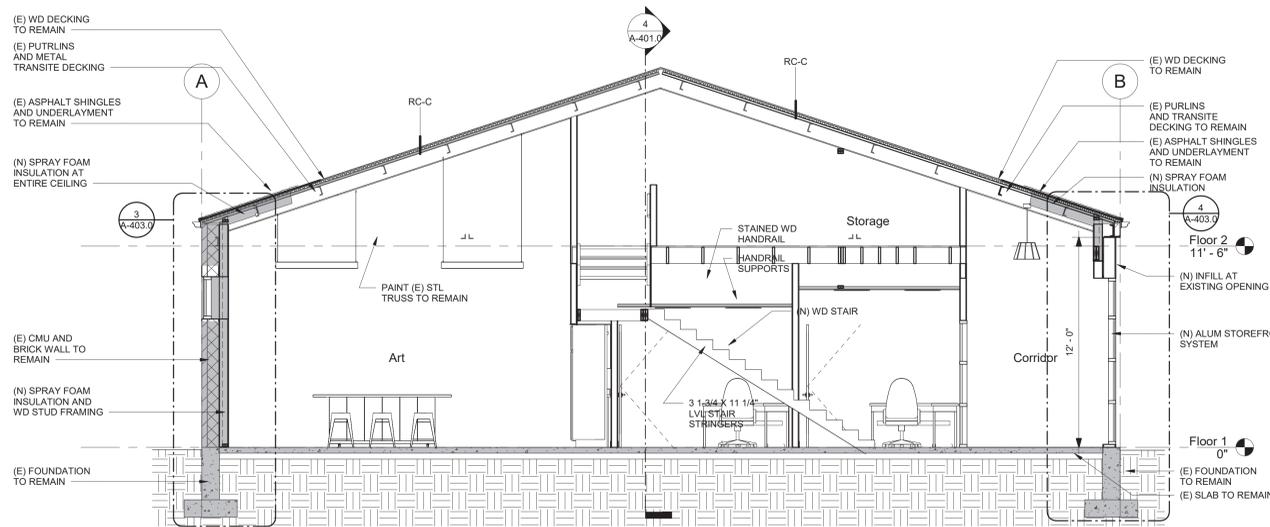
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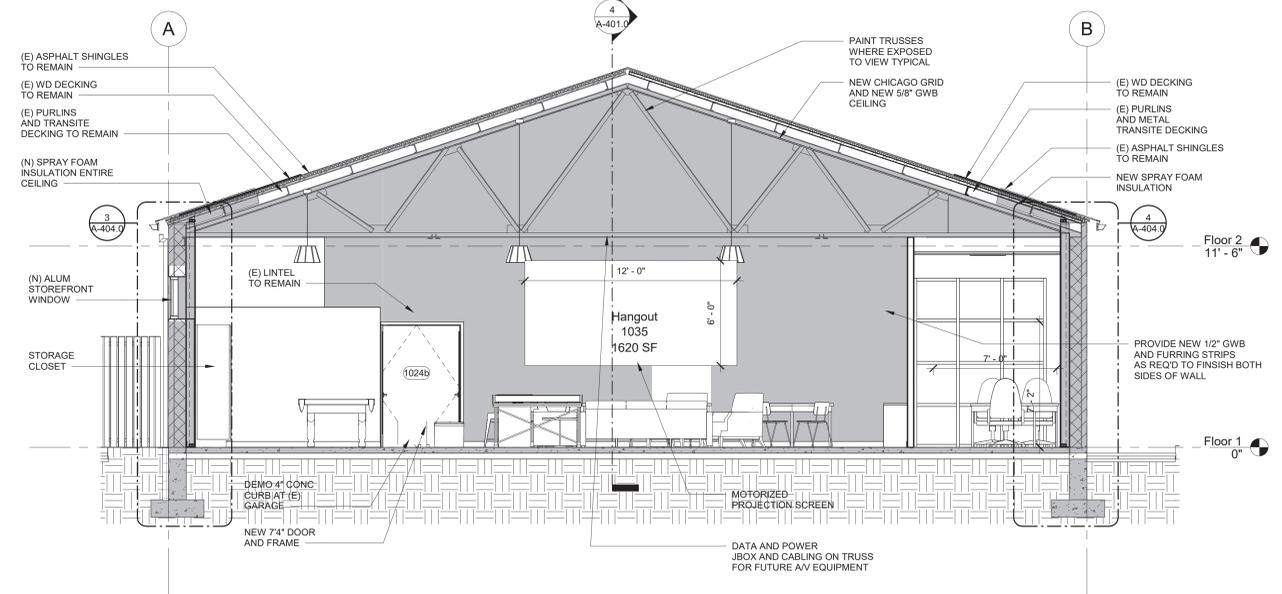
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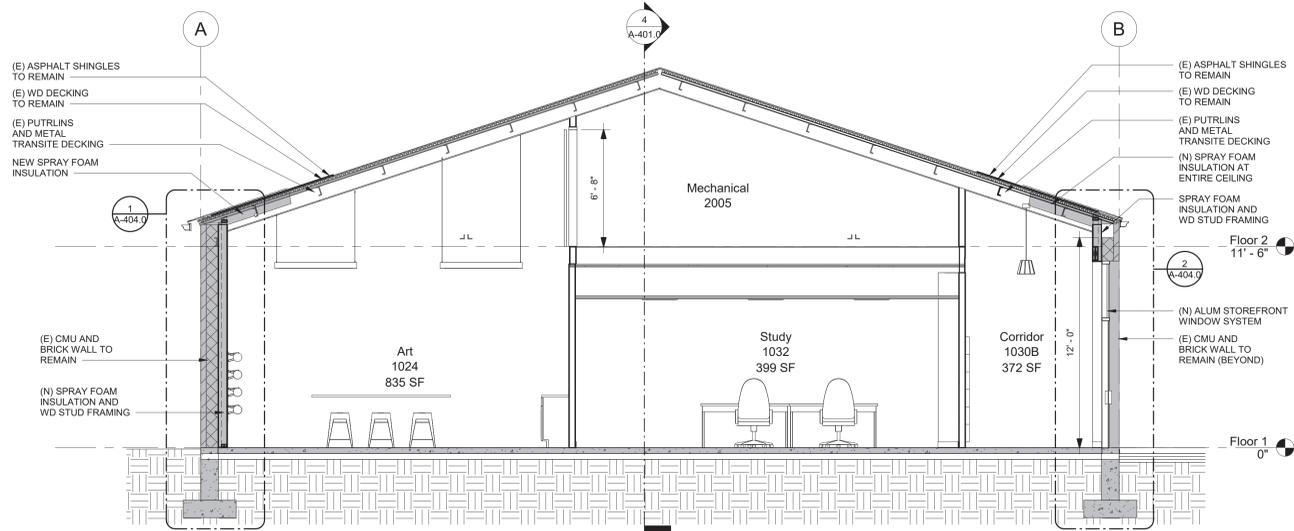
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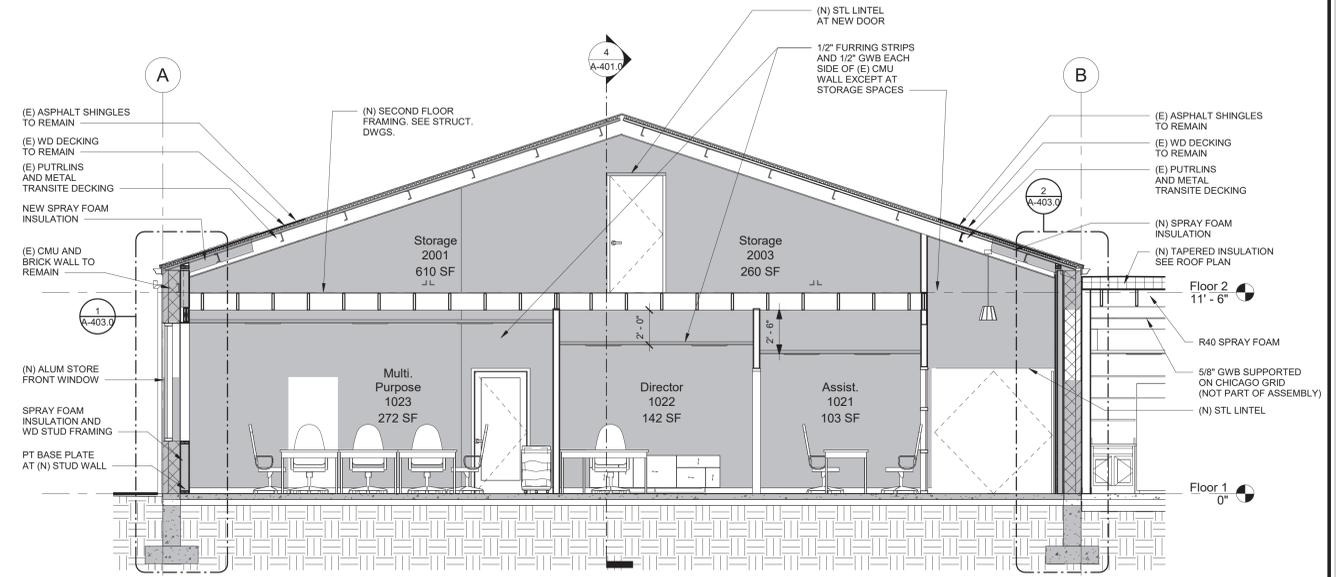
1 Typical Section
1/4" = 1'-0"



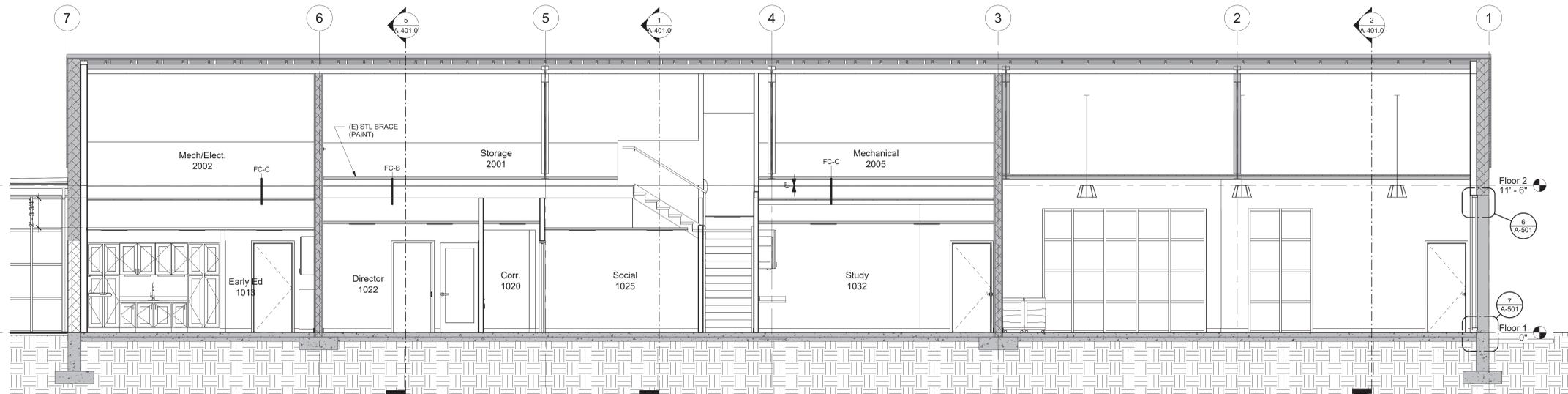
2 Typical Section6
1/4" = 1'-0"



3 Typical Section7
1/4" = 1'-0"



5 Typical Section8
1/4" = 1'-0"



4 Section 4
1/4" = 1'-0"

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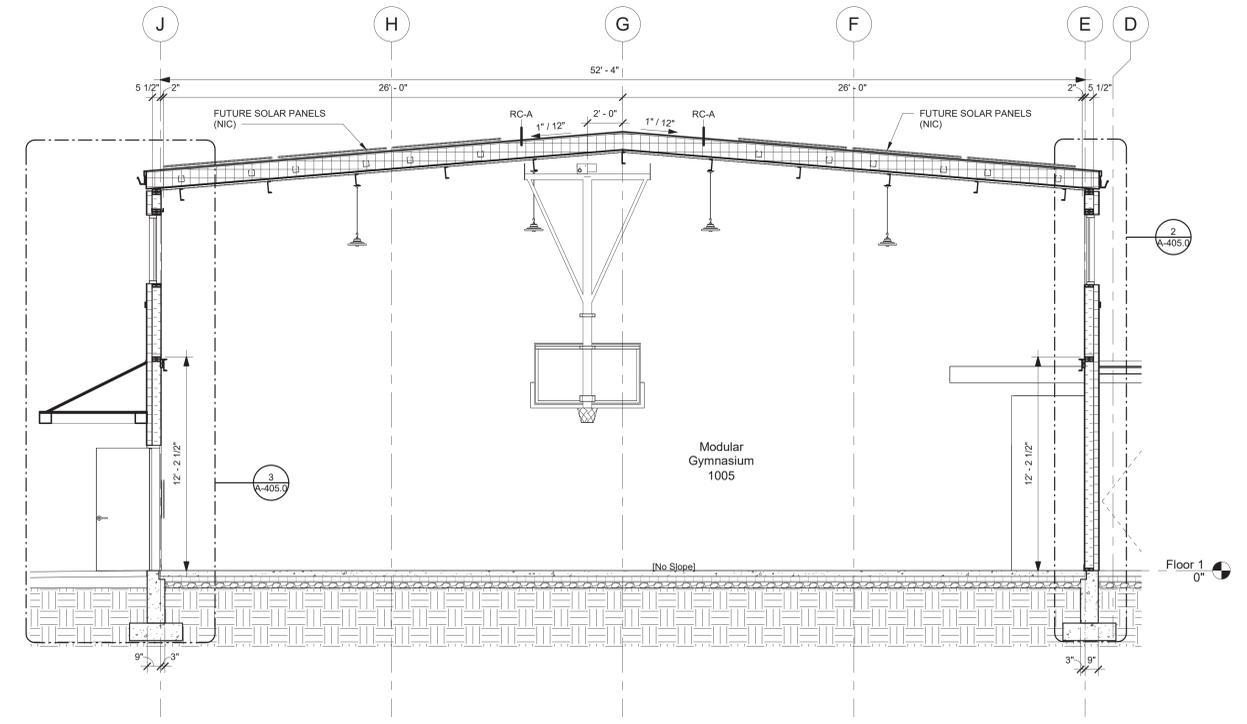
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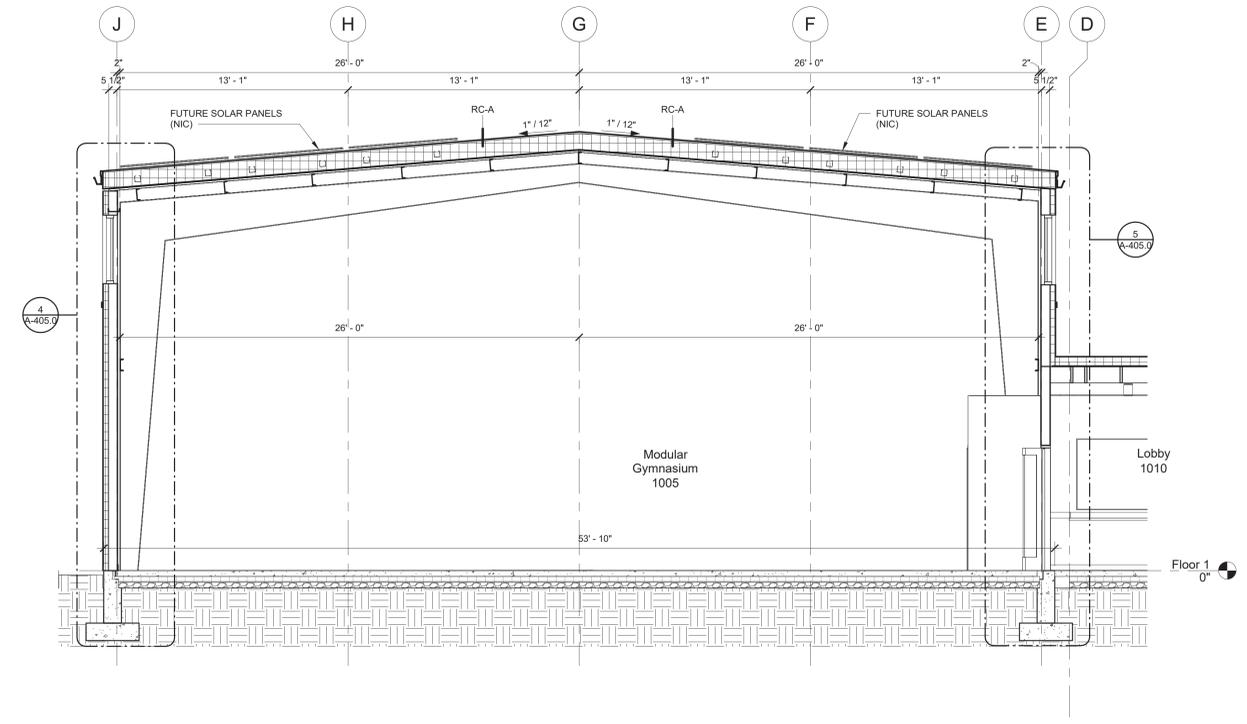
Building Key:

Sheet Title:
Building Sections

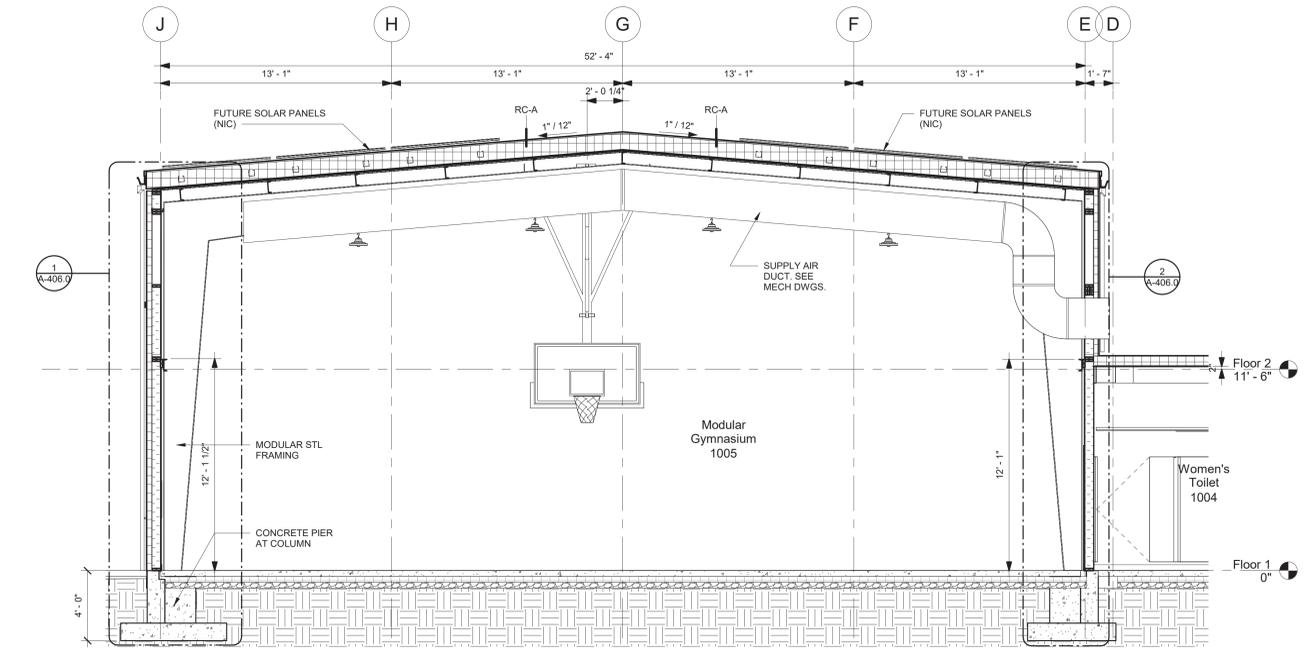
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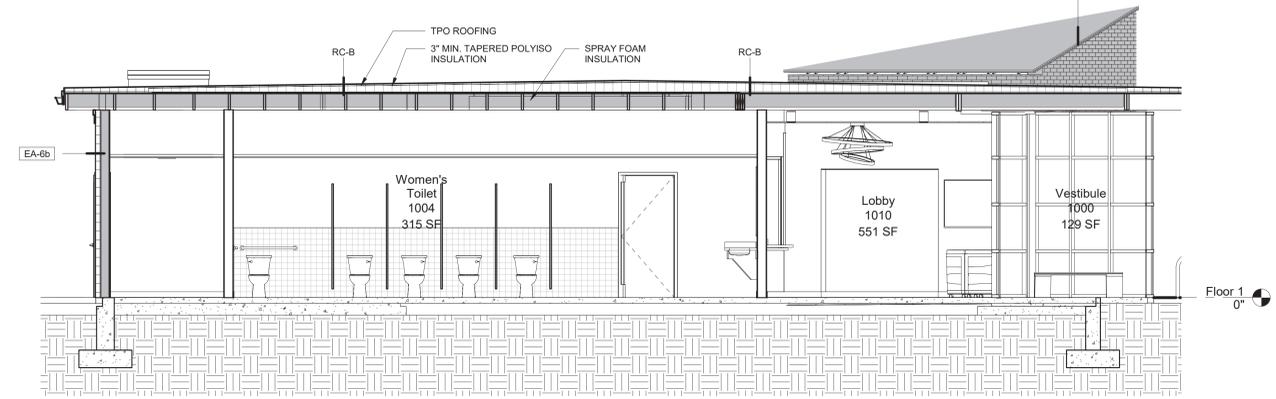
1 Section 5
1/4" = 1'-0"



2 Section 1
1/4" = 1'-0"



3 Section 3
1/4" = 1'-0"



4 Section 2
1/4" = 1'-0"



FURNITURE NOTES:

1. THE FURNITURE SHOWN ON WDC DRAWINGS ARE CONCEPTUAL AND WILL BE SPECIFIED BY THE DESIGNER AND COORDINATED WITH THE ARCHITECT.
2. THE NEWBURYPORT YOUTH SERVICES WILL BE RESPONSIBLE FOR PURCHASING THE FURNITURE PER THE DESIGNER'S SPECIFICATIONS.
3. THE PLACEMENT OF FURNITURE SHALL BE COORDINATED WITH THE ELECTRICAL ENGINEERS FOR POWER AND DATA CONNECTIVITY.

1 FURNITURE PLAN
 1/4" = 1'-0"



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OFFICE OF THE MAYOR
SEAN R. REARDON, MAYOR

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MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the City Council
From: Sean R. Reardon, Mayor
Date: March 25, 2024
Re: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Library Board of Directors. This term will expire on April 15, 2031.

Karen M. Cullinane
88 Federal Street
Newburyport, MA 01950

Karen M. Cullinane

88 Federal Street

Newburyport, MA 01950

Ph: (978) 609-1639

Email: kmcullinane@hotmail.com

Objective

To serve on the Newburyport library board.

Education

B.A. Middle School Education- Concentration in Mathematics, 1987
Massachusetts College of Liberal Arts, North Adams, MA.

M.A. Computers and Technology in Education, 1999 Lesley College,
Cambridge, MA.

Experience

Barnard School (2019 - current) South Hampton, New Hampshire

Prepare and teach mathematics in grades 6, 7, 8, experience in advisor program, math interventionist for grades k - 8.

Deerfield Academy Library (2018- 2019) Deerfield, MA.

Library Circulation Assistant reporting to the Library Director, collaborated with the library staff, served as a main point of contact for library users, provided circulation services and troubleshooting technology issues, and managed interlibrary loan workflows.

Deerfield Academy Book Store (2010 - 2019), Deerfield, MA.

Provided sales, inventory, and merchandise support and assistance in two campus stores

Full Circle School (2015 - 2019), Bernardston, MA.

Developed curriculum, prepared and taught mathematics for grades 3 - 6, participated in annual production of end of the year play.

The Bement School (2006 - 2016, adjunct) Deerfield, MA.

Prepared and taught mathematics, and integrated computer technology into the classroom.

Amesbury Middle School (2000 - 2005) Amesbury, MA.

Prepared and taught mathematics, experience in advisor program, and integrated computer technology into the classroom.

Saint Mary's Elementary School (1998 - 2000) Annapolis, MD.

Prepared and taught mathematics lessons, and integrated computer technology into the classroom.

Barnstable Middle School (1987 - 1998), Barnstable, MA.

Prepared and taught mathematics, integrated computer technology into the classroom, Advisor Program, and prepared and taught social studies.

References upon request

Committee Items – April 29, 2024

Licenses & Permits

In Committee:

- APPL00189_03_25_2024 Flag Day 5K Saturday, June 15th 12pm-8pm Cashman Park
- APPL00194_04_08_2024 Pride Parade Saturday, June 1st 11am-4pm Barlett Mall up Brown Square
- APPL00195_04_08_2024 Olive's Maker's Market Saturday, July 20th 9am-1pm High St.
- APPL00196_04_08_2024 Block Party Howard St. between Forrester St. & Chapel St.
Tuesday, June 18th (last day of school) 10am-6pm
- APPL00197_04_08_2024 Lions Yankee Homecoming 10M & 5K Tuesday, July 30th 6-8:30pm
- APPL00198_04_08_2024 Lions Bed Race Thursday, August 1st 5-8pm

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

2024 MAR 13 P 1:23

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)

NAME OF EVENT: Flag Day 5KDate: Saturday June 15, 2024 Time: from 1200 hours to 2000 hoursRain Date: None Time: from _____ to _____2. Location*: Cashman Park

*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Soccer Field Public Private _____4. Name of Organizer: 1st Lt Derek Hines Soldiers Fund City Sponsored Event: Yes _____ No

Contact Person

Address: Steve Hines 54 Ferry Rd Newburyport Telephone: 617 799-6980E-Mail: hin57@comcast.net Cell Phone: _____Day of Event Contact & Phone: 617 799-69805. Number of Attendees Expected: 16006. MA Tax Number: Non Profit #26-075277. Is the Event Being Advertised? yes Where? Social media8. What Age Group is the Event Targeted to? All ages9. Have You Notified Neighborhood Groups or Abutters? Yes No _____, Who? _____**ACTIVITIES:** (Please check where applicable.) Subject to Licenses & Permits from Relevant City DepartmentsA. Vending*: Food Beverages Alcohol Goods _____ Total # of Vendors 4

*If checked, signature from Health Director required (Page 3)

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music DJ _____ Radio/CD _____Performers _____ Dancing _____ Amplified Sound Stage

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____

Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes _____ No _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE XX _____

WALKATHON _____

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

1st Lt Derek Hines Soldiers Fund

2. Name, Address & Daytime Phone Number of Organizer: _____

Steve Hines. 617 799-6980

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up _____

Steve Hines. 617 799-6980

4. Date of Event: Saturday June 15, 2024 Expected Number of Participants: 1400

5. Start Time: 1600 hours Expected End Time: 1730 hours

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): _____

Sally Snyder Way right onto Merrimac, left up Jefferson, left on High, left at Kent, right onto Washington, left onto rail trail finishing back at Cashman.

7. Locations of Water Stops (if any): Jefferson St

8. Will Detours for Motor Vehicles Be Required? No If so, where? _____

9. Formation Location & Time for Participants: 1500 hours

10. Dismissal Location & Time for Participants: 1600 hours

11. Additional Parade Information:

- Number of Floats: _____
- Locations of Viewing Stations: _____
- Are Weapons Being Carried: Yes _____ No _____
- Are Marshalls Being Assigned to Keep Parade Moving: Yes _____ No _____

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

CITY MARSHAL [Signature] 4 Green St.

FIRE CHIEF [Signature] Greenleaf St.

DEPUTY DIRECTOR [Signature] 16A Perry Way

CITY CLERK [Signature] 60 Pleasant St.

HEALTH DIRECTOR _____ 60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)

Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

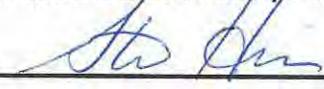
(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.

Signed:  Date: 2/13/24



REGISTRATION & RESERVATION HUB

Recreation, Youth Services,
City Parks & Facilities



Flag Day 5K

Permit #: NBPT Permit1498

Purpose: Flag Day 5K

Applicant:

1St Lt. Derek Hines Soldiers Fund
Steven Hines
54 FERRY RD
NEWBURYPORT MA 01950

Created By: Renee Ward

Created On: 3/8/2024 10:15:03 AM

Applicant Phone: (617) 799-6980

Location	Date	Times
Cashman Park - Baseball Field	Sat, June 15, 2024	06:00 AM - 09:00 PM
Cashman Park - Picnic Table Area	Sat, June 15, 2024	06:00 AM - 09:00 PM
Cashman Park - Soccer Field	Sat, June 15, 2024	06:00 AM - 09:00 PM
Clipper City Rail Trail	Sat, June 15, 2024	06:00 AM - 08:00 PM

Special Conditions

ALL PPWK SIGNED BUT NEEDS TO GO BEFORE PC

Standard Conditions - Cashman Park - Baseball Field

All invoices need to be approved and paid for before date of use. Completion of this request does not guarantee approval. You will receive an email notifying you of approval or denial of your request.

Standard Conditions - Cashman Park - Picnic Table Area

All invoices need to be approved and paid for before date of use. Completion of this request does not guarantee approval. You will receive an email notifying you of approval or denial of your request.

Standard Conditions - Cashman Park - Soccer Field

All invoices need to be approved and paid for before date of use. Completion of this request does not guarantee approval. You will receive an email notifying you of approval or denial of your request.

Standard Conditions - Clipper City Rail Trail

All invoices need to be approved and paid for before date of use. Completion of this request does not guarantee approval. You will receive an email notifying you of approval or denial of your request.

RECEIVED
CITY CLERK
NEWBURYPORT, MA

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

2024 MAR 29 A 9:22

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)

NAME OF EVENT: Newburyport Pride Parade and Festival

Date: June 1, 2024 Time: from 11:00 a.m. to 4:00 p.m.

Rain Date: none Time: from _____ to _____

2. Location*: Parade begins at Bartlett Mall, ends at Brown Square for Festival

*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: 2 Parks and streets Public Private

4. Name of Organizer: City of Newburyport City Sponsored Event: Yes No

Contact Person Paul Goldberg

Address: 19 Chestnut Street Newburyport Telephone: (978) 360-2969

E-Mail: paul@newburyportpride.com Cell Phone: same

Day of Event Contact & Phone: same

5. Number of Attendees Expected: 750

6. MA Tax Number: 046-001-043

7. Is the Event Being Advertised? yes Where? social media and community fliers

8. What Age Group is the Event Targeted to? all ages

9. Have You Notified Neighborhood Groups or Abutters? Yes No , Who? _____

ACTIVITIES: (Please check where applicable.) Subject to Licenses & Permits from Relevant City Departments

A. Vending*: Food Beverages Alcohol Goods Total # of Vendors 10

*If checked, signature from Health Director required (Page 3)

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music DJ Radio/CD

Performers Dancing Amplified Sound Stage

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____

Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes No

If yes:

- a) How many trash receptacles will you be providing? _____
- b) How many recycling receptacles will you be providing? _____
- c) Will you be contracting for disposal of : **Trash** Yes _____ No _____ **Recycling** Yes _____ No _____
- i. If yes, size of dumpster(s): **Trash** _____ **Recycling** _____
- ii. Name of disposal company: **Trash** _____ **Recycling** _____
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes _____ No _____
- iv. If no, where will the trash & recycling be disposed ? _____

If no:

- a) # of trash container(s) to be provided by DPS _____
- b) # of recycling container(s) to be provided by Recycling Office _____
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City

of Newburyport. E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE

ROAD RACE

WALKATHON

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

City of Newburyport

2. Name, Address & Daytime Phone Number of Organizer:

60 Pleasant St., Newburyport

(978) 465-4413

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up

DPS

4. Date of Event: June 1, 2024 Expected Number of Participants: 750

5. Start Time: 12:00 p.m. Expected End Time: 4:00 p.m.

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route):

Use of streets for parade from 12:00 - 12:45: Begin at Bartlett Mall, Green St. to Merrimac St. to State S to Pleasant St, end at Brown Square

Closed street for Festival from 9:00 am - 4:00 pm: Pleasant St between Green and Titcomb Streets

7. Locations of Water Stops (if any): none

8. Will Detours for Motor Vehicles Be Required? NO If so, where?

9. Formation Location & Time for Participants: Parade: Bartlett Mall at 11:00 a.m. // Festival: Brown Square at 9am

10. Dismissal Location & Time for Participants: Brown Square, until 4:00 p.m.

11. Additional Parade Information:

• Number of Floats:

• Locations of Viewing Stations:

• Are Weapons Being Carried: Yes No

• Are Marshalls Being Assigned to Keep Parade Moving: Yes No

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

CITY MARSHAL [Signature] 3/29/24 4 Green St. FIRE CHIEF [Signature] 3/28/24 0 Greenleaf St.

DEPUTY DIRECTOR [Signature] 3/21/24 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.

HEALTH DIRECTOR [Signature] 60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)

DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

Approval Required	Date: _____	Signature _____
___	1. Special Events:	_____
___	2. Police:	_____
	Is Police Detail Required: _____	# of Details Assigned: _____
___	3. Traffic, Parking & Transportation:	_____
___	4. ISD/Health:	_____
___	5. Recycling:	_____
___	6. ISD/Building:	_____
___	7. Electrical:	_____
___	8. Fire:	_____
	Is Fire Detail Required: _____	# of Details Assigned: _____
___	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	Yes: \$ _____ due on _____	No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
___	10. Parks Department:	_____
___	11. License Commission	_____

The departments listed above have their own application process.
Applicants are responsible for applying for and obtaining all required permits & certificates from the various individual departments

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

NEWBURYPORT SPECIAL EVENT APPLICATION

2024 MAR 20 P 12: 11

Tel.

Fax.

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)

NAME OF EVENT: Olive's Maker's Market

Date: 7/20/24 Time: from 9 to 1

Rain Date: 7/21/24 Time: from 9 to 1

2. Location*: Behind Olive's building (on our property)
*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Parking Lot & Grass Public Private

4. Name of Organizer: Debra Ball City Sponsored Event: Yes No

Contact Person
Address: 341 High Street Telephone: 978-697-9138

E-Mail: olivescoffee2@gmail Cell Phone: same

Day of Event Contact & Phone: Debra Ball 978-697-9138

5. Number of Attendees Expected: 150

6. MA Tax Number: 475 474 298

7. Is the Event Being Advertised? yes Where? Newburyport Chamber

8. What Age Group is the Event Targeted to? all ages In our store

9. Have You Notified Neighborhood Groups or Abutters? Yes No Who? neighbors

ACTIVITIES: (Please check where applicable.) Subject to Licenses & Permits from Relevant City Departments

A. Vending*: Food Beverages Alcohol Goods Total # of Vendors 20
*If checked, signature from Health Director required (Page 3)

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music DJ Radio/CD
Performers Dancing Amplified Sound Stage

C. Games /Rides: Adult Rides Kiddie Rides Games Raffle
Other Total #

Name of Carnival Operator: _____

Address: _____

Telephone: _____

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes No

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____ ROAD RACE _____ WALKATHON _____

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

2. Name, Address & Daytime Phone Number of Organizer: _____

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up _____

4. Date of Event: _____ Expected Number of Participants: _____

5. Start Time: _____ Expected End Time: _____

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): _____

7. Locations of Water Stops (if any): _____

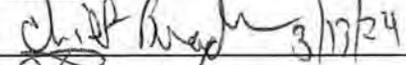
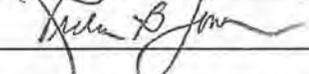
8. Will Detours for Motor Vehicles Be Required? _____ If so, where? _____

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:
- Number of Floats: _____
 - Locations of Viewing Stations: _____
 - Are Weapons Being Carried: Yes _____ No _____
 - Are Marshalls Being Assigned to Keep Parade Moving: Yes _____ No _____

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

CITY MARSHAL  4 Green St. FIRE CHIEF  3/17/24 0 Greenleaf St.
DEPUTY DIRECTOR  16A Perry Way CITY CLERK  60 Pleasant St.
HEALTH DIRECTOR  60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)

Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

(10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.

Signed: _____

Date: _____

3/25/24

DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

Approval
Required

Date: _____ Signature _____

- ____ 1. Special Events: _____
- ____ 2. Police: _____
Is Police Detail Required: _____ # of Details Assigned: _____
- ____ 3. Traffic, Parking & Transportation: _____
- ____ 4. ISD/Health: _____
- ____ 5. Recycling: _____
- ____ 6. ISD/Building: _____
- ____ 7. Electrical: _____
- ____ 8. Fire: _____
Is Fire Detail Required: _____ # of Details Assigned: _____
- ____ 9. Public Works: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*
Yes: \$ _____ due on _____ No Fee for Special Events applies
Other requirements/instructions per DPS _____
- ____ 10. Parks Department: _____
- ____ 11. License Commission _____

The departments listed above have their own application process.
Applicants are responsible for applying for and obtaining all required
permits & certificates from the various individual departments

If yes:

- a) How many trash receptacles will you be providing? 4
- b) How many recycling receptacles will you be providing? 1
- c) Will you be contracting for disposal of : Trash Yes No Recycling Yes No
- i. If yes, size of dumpster(s): Trash _____ Recycling _____
- ii. Name of disposal company: Trash _____ Recycling _____
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes No
- iv. If no, where will the trash & recycling be disposed? We have our own dumpster

If no:

- a) # of trash container(s) to be provided by DPS _____
- b) # of recycling container(s) to be provided by Recycling Office _____
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City

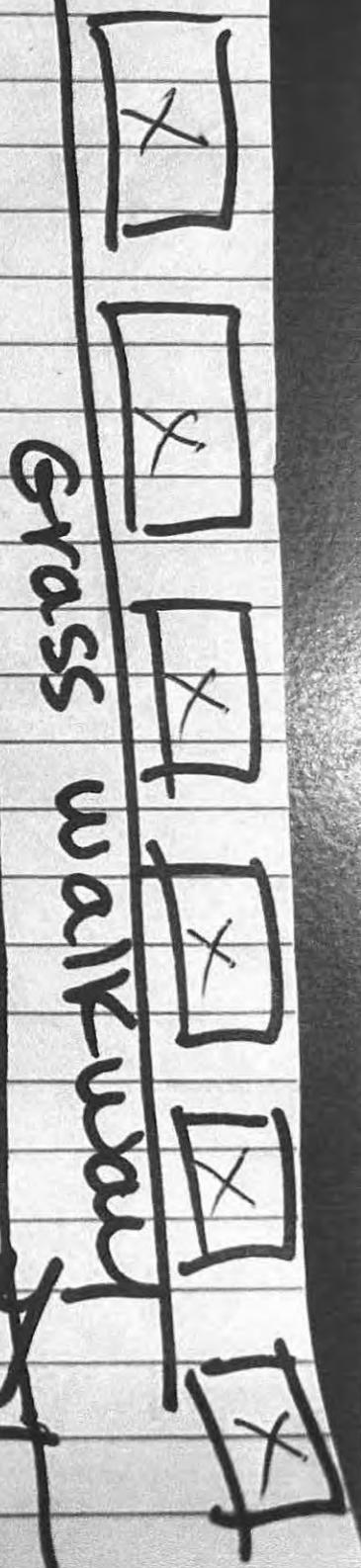
of Newburyport. E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

X = artist

SAW
PARKING LOT
HORSES





RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2024 APR -2 P 2:54

CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

BLOCK PARTY APPLICATION

Please fill out the application below and obtain the approving signatures for the street closure. Mail or drop off the completed signed application at: City Clerk's Office, City Hall, 60 Pleasant Street, Newburyport, MA 01950 **at least eight (8) business days prior** to a City Council meeting. The requested Block Party needs approval by the City Council. For any questions, please contact The City Clerk's Office at (978) 465-4407.

DATE OF REQUEST: March 22, 2024

CONTACT INFORMATION

FIRST AND LAST NAMES: Christina Manning

MAILING ADDRESS: 31 Howard St., Nbpt.

PHONE NUMBER: 978-790-5828

E-MAIL ADDRESS: Christina216@gmail.com

BLOCK PARTY INFORMATION

BLOCK PARTY DATE: Tuesday, June 18, 2024 (Last Day of School)

DESIRED STREET CLOSING LOCATION: Howard Street (North side)
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: Howard St. Between Forester + Chapel St.

DESIRED STREET CLOSING TIME: 10:00 am - 6:00 pm
Block Parties should run no later than 10:00 p.m.

REGULATIONS

By signing, I agree that I am a legal adult 18 years of age or older and understand this permit does not release me of any liability for damages that may result from the conducting of this Block Party. Further, I agree to comply with all requirements listed below:

I understand that applications for block party permits may take up to four (4) weeks to process.

Block parties will be conducted only on low-volume residential streets, dead-end streets, or cul-de-sacs. No thoroughfares or collector streets may be used.

It is hereby agreed that, by signing and presenting this application, signer(s) represents to the City of Newburyport that the following statements are true and correct, and agrees to and will abide by the following:

1. All residents living on the street or block for which the party is planned request the block party, or have been contacted and do not object to the Block Party.
2. To be responsible for placement, maintenance and removal of barricades.
3. A block party permit does not allow the sale of alcohol or the consumption of alcohol on public property (in city streets, sidewalks, parks, etc.) alcohol is allowed only on private property. All state and city alcohol laws still apply during Block Parties.
4. Amplified music shall be permitted with permission of the City Council.
5. To leave **AT LEAST A TWELVE (12) FOOT AISLE** in the street to permit passage of emergency vehicles or vehicles of residents. Failure to maintain a ten (10) foot aisle during the entire period of the party will necessitate denial of requests for subsequent block parties. **Public safety personnel will monitor the party for strict adherence to this rule.**
6. To maintain adult supervision at all times during the party.
7. Applicant(s) shall be responsible for the pick-up of trash and garbage within two (2) hours of the end of the party.
8. Streets may not be barricaded later than 10:00 P.M.
9. No residents of the area designated shall be prohibited from attending the party.
10. No such activity may be conducted within five hundred (500) feet of any school, church, hospital, nursing home or similar operation unless endorsed by the management of such institution.
11. Only approved readily removable Barricades will be permitted such as orange cones and sawhorses with a sign. No vehicles will be permitted to be used as a Barricade.
12. Block parties are permitted 10 A.M. – 10 P.M.

Applicant signature: Christina Manning Date: March 22, 2024

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHALL 4 Green Street	<u>[Signature]</u>	<u>4/2/24</u>
FIRE CHIEF 0 Greenleaf Street	<u>[Signature]</u>	<u>3/26/24</u>
DEPUTY DIRECTOR 16A Perry Way	<u>[Signature]</u>	<u>4/2/24</u>
CITY CLERK 60 Pleasant Street	<u>[Signature]</u>	

City use only:

Approved _____ Denied _____ Date _____

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT

Pg 1 of 12

NEWBURYPORT SPECIAL EVENT APPLICATION

2024 APR -2 P 3:01

Tel.

Fax.

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)

NAME OF EVENT: Newburyport Lions Y.H. 10m & 5k Road Race

Date: July 30th 2024 Time: from 6pm to 8:30pm

Rain Date: N/A Time: from to

2. Location*: Newburyport Highschool & NBPT Streets

*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: N.H.S. Grounds & 1 room at H.S. Public Private

4. Name of Organizer: Newburyport Lions Club City Sponsored Event: Yes No

Contact Person Robert LaFrance

Address: 6 Gulf Lane^{winds} Salisbury, MA Telephone: 978-270-3951

E-Mail: omartent@icloud.com Cell Phone: 978-270-3951

Day of Event Contact & Phone: Bob LaFrance 978-270-3951

5. Number of Attendees Expected: 2700

6. MA Tax Number: 47-3532870 EIN 47-3532870

7. Is the Event Being Advertised? yes Where? social media, radio, newspaper

8. What Age Group is the Event Targeted to? 8-80years

9. Have You Notified Neighborhood Groups or Abutters? Yes No Who? Toppans Ln, Marlboro St

Rolfes Lane, Ocean Ave, Withcomb Ave, Curzon, Dale, Hallisy, Ferry

ACTIVITIES: (Please check where applicable.) Subject to Licenses & Permits from Relevant City Departments

A. Vending*: Food Beverages Alcohol Goods Total # of Vendors N/A

*If checked, signature from Health Director required (Page 3)

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music DJ No Radio/CD No

Performers No Dancing No Amplified Sound Yes Stage No

C. Games /Rides: Adult Rides No Kiddie Rides No Games No Raffle No

Other Total #

Name of Carnival Operator:

Address:

Telephone:

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes No

Pg 2 of 12

If yes:

- a) How many trash receptacles will you be providing? 8
- b) How many recycling receptacles will you be providing? 8
- c) Will you be contracting for disposal of : **Trash** Yes No **Recycling** Yes No
 - i. If yes, size of dumpster(s): **Trash** _____ **Recycling** _____
 - ii. Name of disposal company: **Trash** _____ **Recycling** _____
 - iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes _____ No
 - iv. If no, where will the trash & recycling be disposed ? city &hs custodians, and Molly Ettenborough

If no:

- a) # of trash container(s) to be provided by DPS 8 Lions pay custodians
- b) # of recycling container(s) to be provided by Recycling Office 8 city health dep
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.
All fees must be paid prior to the event. Check or money order is payable to the City

of Newburyport. E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

18 Standard # 2 ADA accessible

Name of company providing the portable toilets: Reds Restrooms 978-904-1699

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

Pg 3 of 13

PARADE _____ ROAD RACE X WALKATHON _____

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon: Newburyport Lions Club

2. Name, Address & Daytime Phone Number of Organizer: Co-Chair Bob LaFrance 978-270-3951
6 Gulf Lane Salisbury, MA Bruce Monick 781-771-666
27 Rivercrest Dr, W. Newbury MA

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up _____
Lions Club 978-270-3951
HS Custodians 978-465-4440

4. Date of Event: July 30th 2024 Expected Number of Participants: 2700

5. Start Time: 6pm Expected End Time: 8:30pm

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route): see attached

7. Locations of Water Stops (if any): see attached

8. Will Detours for Motor Vehicles Be Required? no If so, where? npd & newbury police will coordinate

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:
- Number of Floats: N/A
 - Locations of Viewing Stations: _____
 - Are Weapons Being Carried: Yes _____ No _____
 - Are Marshalls Being Assigned to Keep Parade Moving: Yes _____ No _____

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 0 Greenleaf St.
 DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.
 HEALTH DIRECTOR _____ 60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)

DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

<i>Approval Required</i>	Date: _____ Signature _____
_____	1. Special Events: _____
_____	2. Police: _____ Is Police Detail Required: _____ # of Details Assigned: _____
_____	3. Traffic, Parking & Transportation: _____
_____	4. ISD/Health: _____
_____	5. Recycling: _____
_____	6. ISD/Building: _____
_____	7. Electrical: _____
_____	8. Fire: _____ Is Fire Detail Required: _____ # of Details Assigned: _____
_____	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i> Yes: \$ _____ due on _____ No Fee for Special Events applies Other requirements/instructions per DPS _____
_____	10. Parks Department: _____
_____	11. License Commission _____

The departments listed above have their own application process. Applicants are responsible for applying for and obtaining all required permits & certificates from the various individual departments

Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.

195 of 12

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbormasters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

P9606/12

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

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(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.

Signed: Robert L. Lance Date: 4-18-24

Newburyport Lions 2024 Yankee Homecoming

10 Mile Road Race

Formerly MA23001BK
Newburyport, Massachusetts

Start, Turnaround & Finish are marked with yellow paint. (UP = Utility Pole).

Start: On the northeast side of High St (Rt 113) 55 ft 6 inches NW of Carter St, 7 ft 7 inches SE of a Fire Hydrant & 20 ft SE of UP 68.

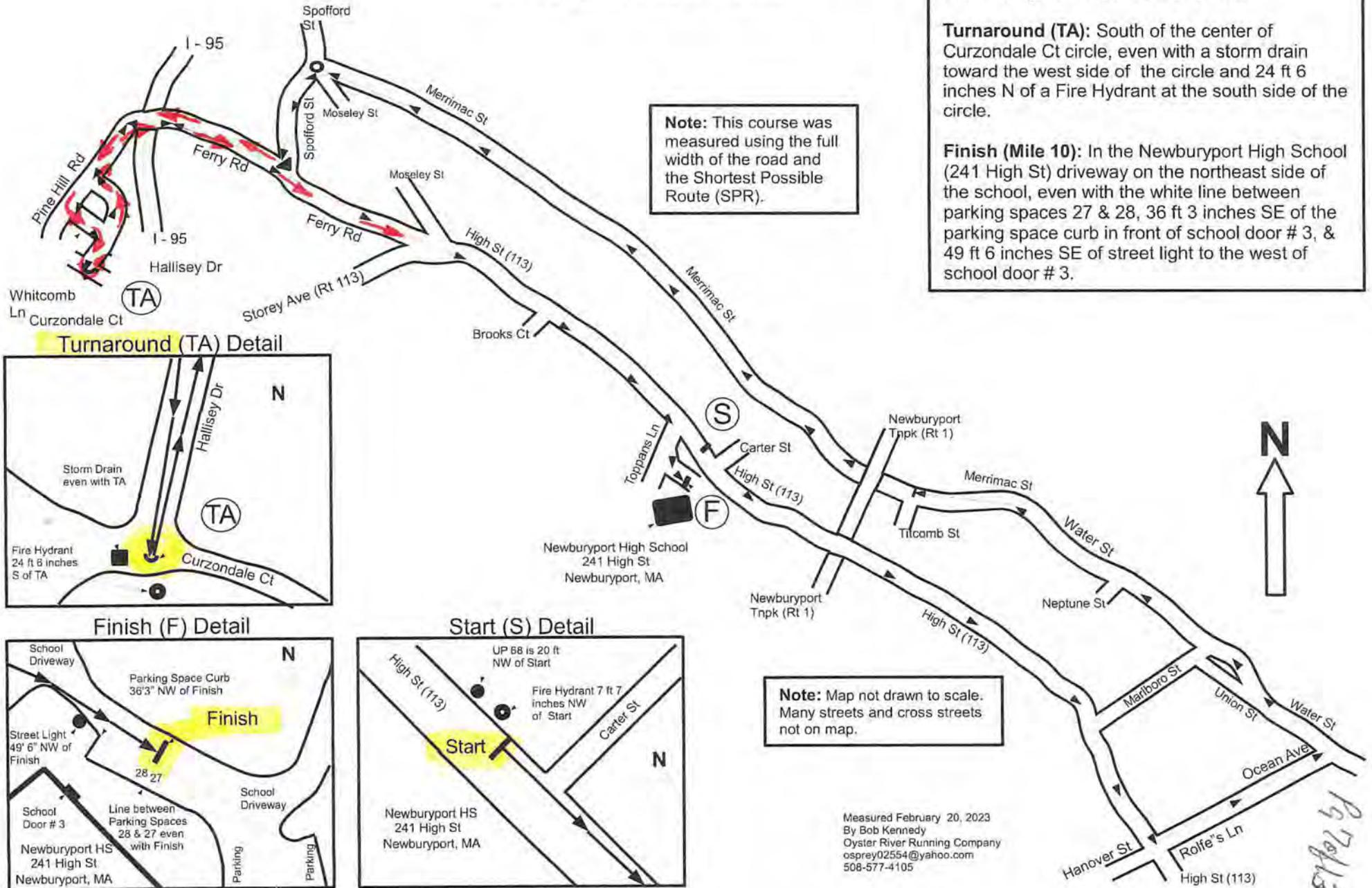
Turnaround (TA): South of the center of Curzondale Ct circle, even with a storm drain toward the west side of the circle and 24 ft 6 inches N of a Fire Hydrant at the south side of the circle.

Finish (Mile 10): In the Newburyport High School (241 High St) driveway on the northeast side of the school, even with the white line between parking spaces 27 & 28, 36 ft 3 inches SE of the parking space curb in front of school door # 3, & 49 ft 6 inches SE of street light to the west of school door # 3.

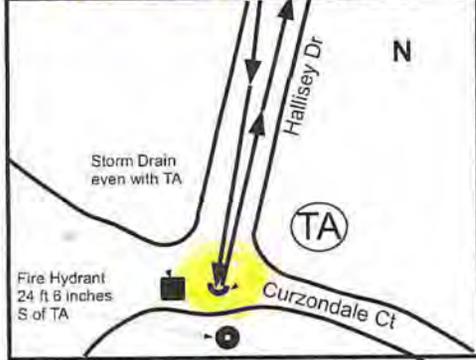
Note: This course was measured using the full width of the road and the Shortest Possible Route (SPR).

Note: Map not drawn to scale. Many streets and cross streets not on map.

Measured February 20, 2023
By Bob Kennedy
Oyster River Running Company
osprey02554@yahoo.com
508-577-4105



Turnaround (TA) Detail



Finish (F) Detail



Start (S) Detail



1970/12



Yankee Homecoming 5K Road Race

Newburyport, Massachusetts

USATF Certificate MA19006BK
Effective July 14, 2019 to December 31, 2029

Start & Miles are marked with blue paint & a P-K nail. Finish marked with white paint & a P-K nail (UP = Utility Pole).

Start: On the northeast side of High St (Rt 113) even with the southeast side of the Storm Drain on the southwest corner of Broad St and High St, & 12 ft 6 inches SE of Red Fire Hydrant on same side.

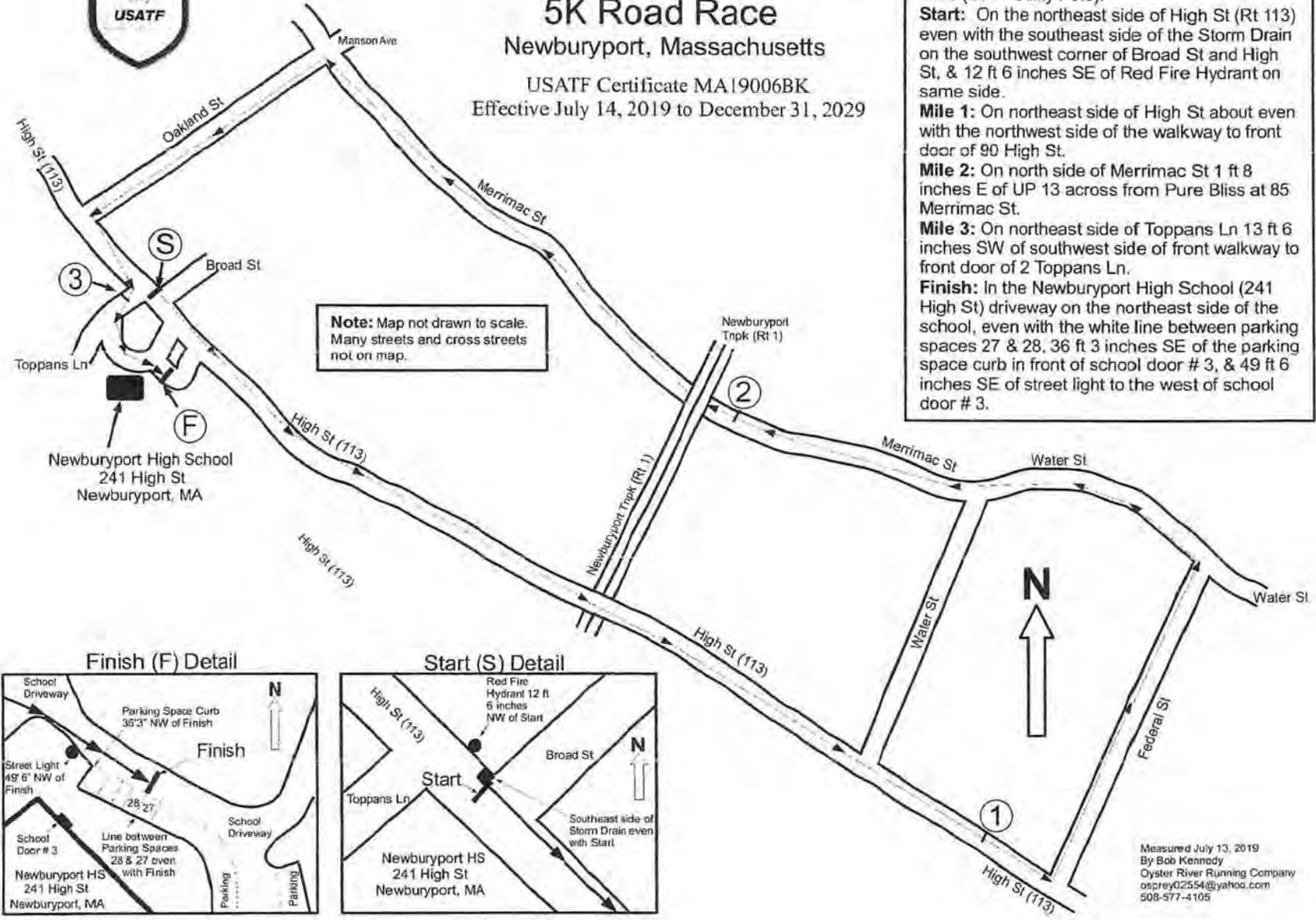
Mile 1: On northeast side of High St about even with the northwest side of the walkway to front door of 90 High St.

Mile 2: On north side of Merrimac St 1 ft 8 inches E of UP 13 across from Pure Bliss at 85 Merrimac St.

Mile 3: On northeast side of Toppans Ln 13 ft 6 inches SW of southwest side of front walkway to front door of 2 Toppans Ln.

Finish: In the Newburyport High School (241 High St) driveway on the northeast side of the school, even with the white line between parking spaces 27 & 28, 36 ft 3 inches SE of the parking space curb in front of school door # 3, & 49 ft 6 inches SE of street light to the west of school door # 3.

Note: Map not drawn to scale. Many streets and cross streets not on map.



Finish (F) Detail



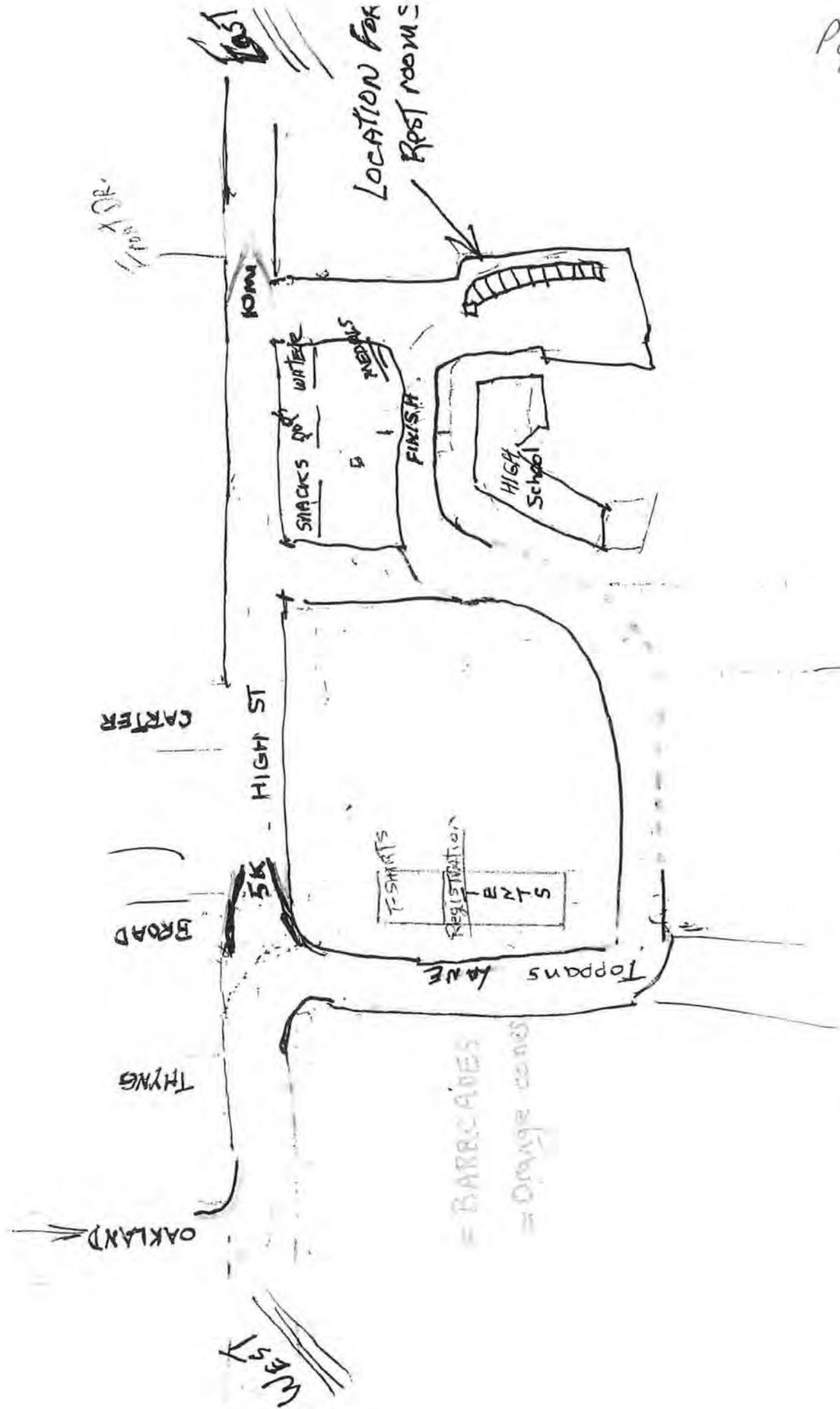
Start (S) Detail



Measured July 13, 2019
By Bob Kennedy
Oyster River Running Company
osprey02554@yahoo.com
508-577-4105

Pg 5 of 12

Pg 9 of 13



NBPT LIONS
 Yankee Homecoming Race 2021

= BARRICADES
 = Orange cones

LIONS YH ROAD RACE WATERSTOPS

Names/address	phone #	CUPS	TABLES	BARRELS	BOARDS	PLASTIC BAGS	T-shirt
The Welch Family 39 High Street	508-496-2254 (1.3Mile)	1000	0	0	0	8	10
Rolfe's Lane Sean Perkins Foundation, Contact ...Alexandra Carpenter	Sean Perkins team 978-417-9457 (2.2Mile)	1000	0	0	0	?? 45 GAL.	6
Starboard Galley 55 Water St.	978-462-1326 (3.6Mile)	4000	6	6	8	12	24
Dave Kerry 437 Merrimac St.	978-395-5710 (5.4Mile)	1000	0	0	0	0	10
Kris Farrell 28 Spofford St.	978-423-2900 (6.2Mile)	1000	0	0	0	0	10
Doug Harrison Pine Hill Rd.	978-462-1542 978-462-1542 HAS BOTH SIDES OF THE ROAD. 7.0Mile & 8.0Mile	2000	4	4	4	12	10
Paul Dahn 343 High St	978-869-6070 (9.2Mile)	1000	0	0	0	0	10

*****SEE BACK PAGE *****

WALGREEN	Finish line 3 Sm. Lion Tables	10
		90?

Subject: NEWBURYPORT LIONS CLUB-DEER HALL & ROAD RACE Page 3
 Date: Mar 29, 2024 at 3:50:35PM
 To: ROBERT COLOMYCKI jobobyeat@comcast.net

Here are the certificates you requested. Thanks!



Desiree Morris | Customer Service Representative
 P: 847-485-2412 | F: 847-634-6186
 1900 East Golf Road, Suite 650, Schaumburg, IL 60173
dmorris@dspins.com | www.dspins.com

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 02/13/2024

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

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

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	DATE (MM/DD/YYYY): 02/13/2024	
	PHONE (A/C, Int, Ext): 1-800-316-6705	FAX (A/C, No): 847-934-6186	
	E-MAIL ADDRESS: lionsclubs@dspins.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A: ACE American Insurance Company	22667	
INSURED	INSURER B:		



NEWBURYPORT SPECIAL EVENT APPLICATION

Pg 1 of 10

Tel.

Fax.

2024 APR -2 P 2:00
(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)

NAME OF EVENT: Newburyport Lions Bed Race

Date: August 1st 2024 Time: from 5pm to 8pm

Rain Date: August 2nd 2024 Time: from 5pm to 8pm

2. Location*: Federal St

*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Street Public Private

4. Name of Organizer: Newburyport Lions Club City Sponsored Event: Yes No

Contact Person Bob Colomycki

Address: 7 Goldsmith Dr Telephone: 978-462-7356

E-Mail: jobbyeat@comcast.net Cell Phone: 617-275-9217

Day of Event Contact & Phone: Bob Colomycki 617-275-9217

5. Number of Attendees Expected: Between 20-25 Beds

6. MA Tax Number: 47-3532870 EIN 47-3532870

7. Is the Event Being Advertised? yes Where? social media, newspaper, radio

8. What Age Group is the Event Targeted to? 20-65yrs old

9. Have You Notified Neighborhood Groups or Abutters? Yes No , Who? _____

ACTIVITIES: (Please check where applicable.) Subject to Licenses & Permits from Relevant City Departments

A. Vending*: Food N/A Beverages N/A Alcohol N/A Goods N/A Total # of Vendors _____

*If checked, signature from Health Director required (Page 3)

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music _____ DJ _____ Radio/CD _____

Performers N/A Dancing _____ Amplified Sound _____ Stage _____

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____

Other N/A Total # _____

Name of Carnival Operator: _____

Address: N/A

Telephone: _____

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes No

Pg 2 of 10

If yes:

- a) How many trash receptacles will you be providing? none
- b) How many recycling receptacles will you be providing? none
- c) Will you be contracting for disposal of : **Trash** Yes No **Recycling** Yes No
 - i. If yes, size of dumpster(s): **Trash** _____ **Recycling** _____
 - ii. Name of disposal company: **Trash** _____ **Recycling** _____
 - iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes _____ No _____
 - iv. If no, where will the trash & recycling be disposed ? Lions will pick up and dispose of trash

If no:

- a) # of trash container(s) to be provided by DPS _____
- b) # of recycling container(s) to be provided by Recycling Office _____
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City

of Newburyport. E. Portable Toilets: (Each cluster of portable toilets must include at least

one ADA accessible toilet) N/A

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

Pg 3 of 10

PARADE _____

ROAD RACE _____

WALKATHON BedRace

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

Newburyport Lions Club

2. Name, Address & Daytime Phone Number of Organizer: Bob LaFrance 978-462-7356

7 Goldsmith Dr, Newburyport, MA

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up _____

Bob Colomycki 617-275-9217

7 Goldsmith Dr, Newburyport, MA

4. Date of Event: August 1st 2024 Expected Number of Participants: Between 20-25 Beds

5. Start Time: 5pm Expected End Time: 8pm

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): _____

Bed Race Federal St

7. Locations of Water Stops (if any): N/A

8. Will Detours for Motor Vehicles Be Required? yes If so, where? Top & bottom of Federal St

9. Formation Location & Time for Participants: Top of Federal St 5 pm

10. Dismissal Location & Time for Participants: Bottom of Federal St 8 pm

11. Additional Parade Information:

• Number of Floats: N/A

• Locations of Viewing Stations: _____

• Are Weapons Being Carried: Yes _____ No X

• Are Marshalls Being Assigned to Keep Parade Moving: Yes _____ No X

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

CITY MARSHAL [Signature] 4 Green St.

FIRE CHIEF [Signature] 0 Greenleaf St.

DEPUTY DIRECTOR [Signature] 16A Perry Way

CITY CLERK [Signature] 60 Pleasant St.

HEALTH DIRECTOR _____ 60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)

Pg 4 of 10

DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

<i>Approval Required</i>	Date: _____	Signature _____
_____	1. Special Events:	_____
_____	2. Police:	_____
	Is Police Detail Required: _____	# of Details Assigned: _____
_____	3. Traffic, Parking & Transportation:	_____
_____	4. ISD/Health:	_____
_____	5. Recycling:	_____
_____	6. ISD/Building:	_____
_____	7. Electrical:	_____
_____	8. Fire:	_____
	Is Fire Detail Required: _____	# of Details Assigned: _____
_____	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	Yes: \$ _____ due on _____	No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
_____	10. Parks Department:	_____
_____	11. License Commission	_____

The departments listed above have their own application process. Applicants are responsible for applying for and obtaining all required permits & certificates from the various individual departments

Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.

Pg 5 of 10

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

Pg 6 of 10

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

(10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.

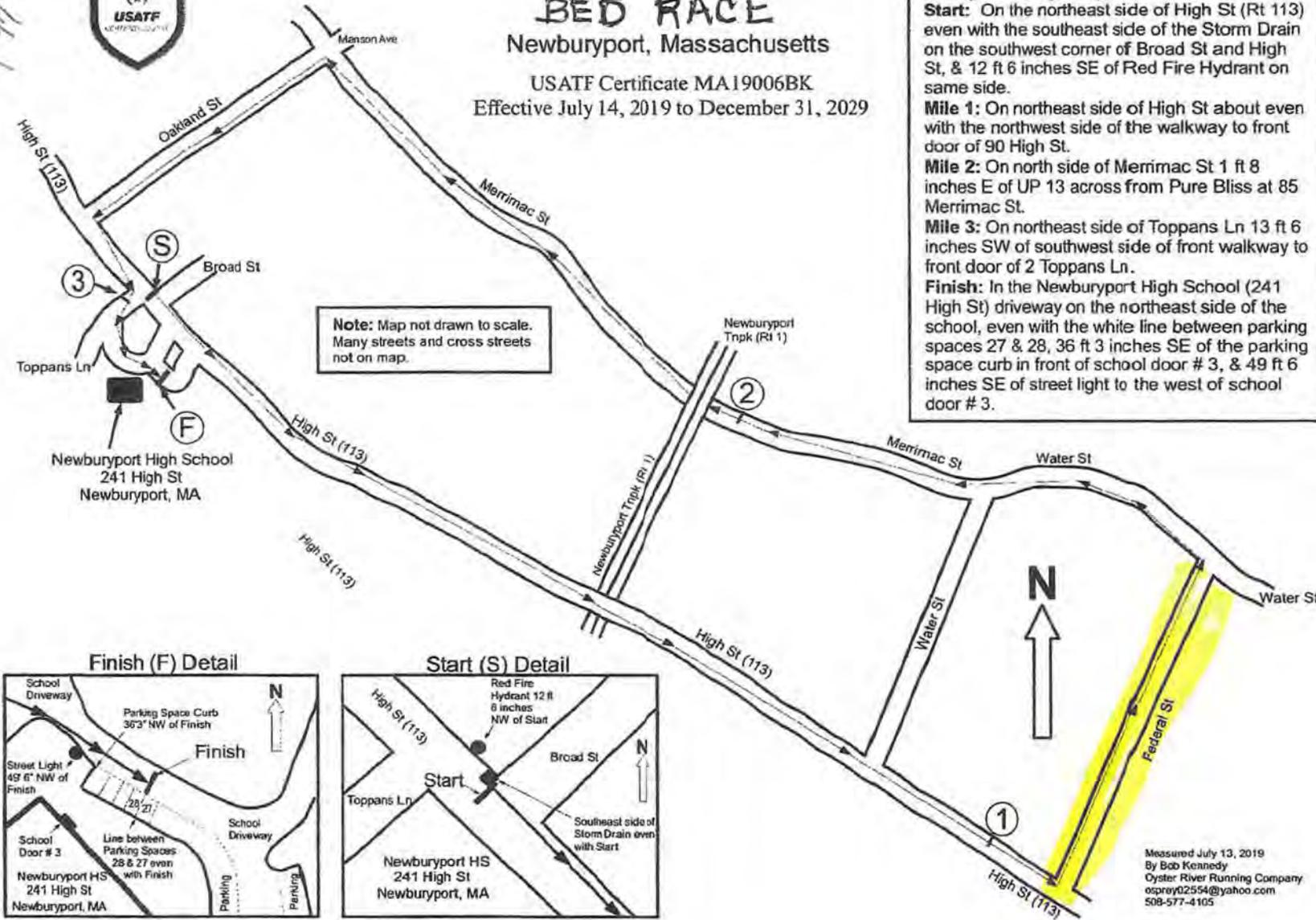
Signed: Robert LaFrance Date: 4-18-24

197 of 10



NBPT LIONS Yankee Homecoming BED RACE

USATF Certificate MA19006BK
Effective July 14, 2019 to December 31, 2029



Note: Map not drawn to scale.
Many streets and cross streets
not on map.

Start & Miles are marked with blue paint & a P-K nail. Finish marked with white paint & a P-K nail (UP = Utility Pole).

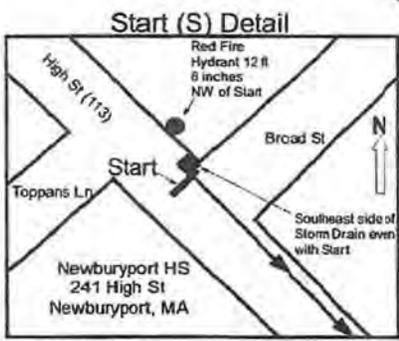
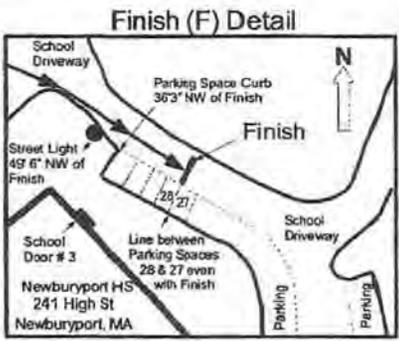
Start: On the northeast side of High St (Rt 113) even with the southeast side of the Storm Drain on the southwest corner of Broad St and High St, & 12 ft 6 inches SE of Red Fire Hydrant on same side.

Mile 1: On northeast side of High St about even with the northwest side of the walkway to front door of 90 High St.

Mile 2: On north side of Merrimac St 1 ft 8 inches E of UP 13 across from Pure Bliss at 85 Merrimac St.

Mile 3: On northeast side of Toppans Ln 13 ft 6 inches SW of southwest side of front walkway to front door of 2 Toppans Ln.

Finish: In the Newburyport High School (241 High St) driveway on the northeast side of the school, even with the white line between parking spaces 27 & 28, 36 ft 3 inches SE of the parking space curb in front of school door # 3, & 49 ft 6 inches SE of street light to the west of school door # 3.



Measured July 13, 2019
By Bob Kennedy
Oyster River Running Company
osprey02554@yahoo.com
508-577-4105

From: Desiree Morris dmorris@dspins.com
 Subject: Newburyport Lions Club-Bed Race & Road Race *Page 10*
 Date: Mar 29, 2024 at 3:50:35 PM
 To: ROBERT COLOMYCKI jobobyeat@comcast.net

Here are the certificates you requested. Thanks!



Desiree Morris Customer Service Representative
 P: 847-485-2412 | F: 847-634-6186
 1900 East Golf Road, Suite 650, Schaumburg, IL 60173
dmorris@dspins.com | www.dspins.com

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PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 847-934-6186
	E-MAIL ADDRESS: lionsclubs@dspins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A - ACE American Insurance Company	22667
	INSURER B	

Committee Items – April 29, 2024

Public Works & Safety

In Committee:

- APPT00485_04_08_2024 Wilfred "Paul" Suozzo, Jr. 7 Hunter Dr. Newburyport Water/Sewer Commission 2/1/25
- APPT00486_04_08_2024 Police Marshal Screening Committee (COTW)
- ODNC00168_04_08_2024 HP Spaces
- ORDR00559_04_08_2024 Police Marshal Committee Order (COTW)



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
SEAN R. REARDON, MAYOR

60 PLEASANT STREET - P.O. BOX 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
MAYOR@CITYOFNEWBURYPORT.COM

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2024 APR -2 P 12:56

To: President and Members of the City Council
From: Sean R. Reardon, Mayor
Date: April 8, 2024
Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Water/Sewer Commission. This term will expire February 1, 2025.

Wilfred "Paul" Suozzo, Jr.
7 Hunter Drive
Newburyport, MA 01950



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
SEAN R. REARDON, MAYOR

60 PLEASANT STREET - P.O. BOX 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the City Council
From: Sean R. Reardon, Mayor
Date: April 8, 2024
Subject: Appointment

2024 APR - 8 P 12: 04
RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

I hereby appoint, subject to your approval, the following named individuals to the Newburyport Police Marshal Screening Committee:

- Former Sheriff Frank Cousins, 242 Water Street Newburyport MA 01950
- Donna Drelick, 8 Chadwick Street Methuen MA 01844
- Chief Patty Fisher 12 Cutting Drive Newburyport, MA 01950
- Councilor Byron Lane 14 Hart Road Newburyport MA 01950
- School Committee Member Juliet Walker 13 Eagle Street Newburyport MA 01950
- Andi Egmont, 30 Paige Farm Road Amesbury MA 01913
- Chief Stephen Bradbury 24 Howard Street Newburyport 01950
- Former Chief Don Cudmore, 169 R Nelson Street Georgetown MA 01833
- Keith Carter Sr, 13 Monarch Way Kingston NH 03848

Wilfred Paul Suozzo, Jr

7 Hunter Drive, Newburyport, Massachusetts 01950
(978) 984 2942 psuozzo@hotmail.com

Professional Experience

Professor, 2018 (tenure-track)
North Shore Community College, Danvers, MA

Associate Professor, 2013-2018 (tenured 2016)
Centralia College, Centralia, WA

Assistant Professor, 2008-2013
Ocean County College, Toms River, NJ

Professor, 2001-2008 (tenured 2004)
St. Johns River State College, St. Augustine, FL

Mathematics Instructor, 2000-2001
Revere High School, Revere, MA

Mathematics Instructor, 1999-2000
Winthrop High School, Winthrop, MA

Research Assistant, 1997-1999
Center for Labor Market Studies, Boston, MA

Assistant Logistics Manager, February-July 2004
West End & Hub Spring Co. (WEHSCO), Stoughton, MA

Business Advertising Assistant, July-Dec 1991
Boston Globe Newspaper Co., Boston, MA

Assistant Stockbroker, February-July 1991
Bear Stearns, Boston, MA

Education

Washington State University
2017 F-T economics PhD scholarship student

Northeastern Univ.
M.A., Economics

Northeastern University
Baccalaureate of Science, Business

Boston Latin School
Classics

references available upon request

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 8, 2024

AN AMENDMENT TO AN ORDINANCE TO ADD A NEW HANDICAPPED PARKING SPACE PURUSANT TO SECTION 179 OF CHAPTER 13 (TRAFFIC AND MOTOR VEHICLES) OF THE MUNICIPAL CODE

Be it ordained by the City Council of the City of Newburyport as follows:

Chapter 13	Traffic and Motor Vehicles
Article 4	Specific Street Schedules
Division 6	Stopping, Standing and Parking
Section 13-179.2	Handicapped Parking Enforcement

Add Section 13-179.2 by inserting a new line, as follows, with deletions ~~double-stricken through~~, and additions double-underlined:

Any area designated as reserved for handicapped parking, whether public or private, where the public has right of access as invitees shall be enforced by any police or parking agency with jurisdiction within the municipal limits.

Chapter 13	Traffic and Motor Vehicles
Article 4	Specific Street Schedules
Division 6	Stopping, Standing and Parking
Section 13-179.3	Handicapped Violation - Penalty

Add Section 13-179.3 by inserting a new paragraph, as follows, with deletions ~~double-stricken through~~, and additions double-underlined:

Violation in any manner as to occupy or obstruct any parking space reserved for a vehicle, within the municipality, whether public or private, used by a disabled veteran or handicapped person whose vehicle bears the distinguishing license plate, or displays the special parking identification placard authorized by MGL c. 90, § 2, or bears the official identification of a handicapped person issued by any other state, or any Canadian province, will be punishable by a fine as established on the municipal fine and fee schedule in accordance with MGL c. 40, § 22A, and such vehicle shall be subject to towing at the owner's expense, as set forth under MGL c. 40, § 22D.

Councillor Jennie L. Donahue

In City Council April 8, 2024:

Motion to refer to Public Works & Safety by Councillor McCauley, seconded by Councillor Preston.
Roll call vote, 10 yes, 1 absent, motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 8, 2024

THAT, THE CITY COUNCIL OF THE CITY OF NEWBURYPORT HEREBY CONFIRMS the below named individuals to the Newburyport Police Marshal Screening Committee. Said Committee is established pursuant to Code Section 2-316 (a)(2) et al with required notification and shall consist of nine (9) voting members who are named and appointed according to the attached Mayoral letter of appointment and confirmed by this order.

According to Code Section 2-316 (a)(3) the members of the screening committee may be individuals who are employed by the City, residents of the city and/or business community, and others who may have expertise in the field.

Following the effective date of this order, the committee shall meet within thirty (30) days to organize and plan a process for solicitation by advertisement, including without limitation, in appropriate professional journals, and by other means, to receive applications for the position of Police Marshal. The committee shall review all applications and conduct such interviews as it deems appropriate.

There shall be an evaluation by an assessment center whose results shall be available to the screening committee and the Mayor prior to its interview of candidates. Not more than 180 days from the date of the first organizational meeting of the committee, it shall submit to the Mayor not less than three (3) but not more than five (5) candidates. Within sixty (60) days from this submission the Mayor shall interview and select one (1) candidate and then submit the same to the City Council for confirmation.

Councillor Edward C. Cameron, Jr.

In City Council April 8, 2024:

Motion to waive the rules and accept the late files referring TRAN00188 and TRAN00189 to B&F/COTW and APPT00486 and ORDR00559 to PW&S/COTW by Councillor Zeid, seconded by Councillor Wright. Roll call vote, 9 yes, 2 absent, motion passes.