

CITY COUNCIL MEETING
AGENDA - VERSION 1
April 11, 2011
7:30 PM

1. OPENING PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. LATE FILE ITEMS
5. PUBLIC 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.

6. APPROVAL OF MINUTES
March 29, 2011 (Approve)
7. TRANSFERS
 1. Health Dept/Recycling Solid Waste Fee to Chipper Compost(\$10,000) (Approve)
 2. Police Heat to Fuel/Oil (\$6,800) (Approve)
 3. DPS-Highway RSV APPR-Insur. Claims to Maintenance Vehicle (\$1,052.22) (Approve)
 4. Youth Services Substance Abuse Grant to Drug Free Comm. Grant (8,000) (Approve)
8. COMMUNICATIONS
 1. The Purple Onion Outdoor Seating on Public Property Application (Approve)
 2. Oregano Pizzeria Outdoor Seating for Food & Alcohol Application (Approve)
 3. The Port Tavern Outdoor Seating for Food & Alcohol Application (Approve)
 4. American Diabetes Assoc. Annual TourdeCure Sun. May 22, 2011 (L&P)
9. APPOINTMENTS

Appointment

1. Howard R. Terrien	16B Toppan Lane	Sewer Commission	
			April 1, 2014

END OF CONSENT AGENDA

REGULAR AGENDA

10. TRANSFERS

5. Harbormaster Retained Earnings to Repair Floats/Docks (\$121,205.00)
6. Mayor Free Cash to Maintenance/Repair Building (\$6,300)

11. APPOINTMENTS

APPOINTMENTS - Second Reading

Re-Appointments

- | | | | |
|-------------------|---------------------|---------------------|----------------|
| 1. Andrew Casson | 240 Merrimac Street | Harbor Commission | March 31, 2014 |
| 2. Brian Sullivan | 195 High Street | Board of Registrars | March 31, 2014 |

Appointments

- | | | | |
|--------------------|---------------|-------------------|----------------|
| 3. Steven D. Hines | 54 Ferry Road | Harbor Commission | March 31, 2014 |
|--------------------|---------------|-------------------|----------------|

12. ORDERS

1. Resolution Crow Lane Compost Facility **Tabled *03/29/2011**
2. Wetlands Replication & Restoration
3. Culvert Construction

13. ORDINANCES

1. Amend Section 13 – 180 Resident Parking 2nd reading
2. Animals Dogs Leash required Ordinance
3. Harbor Chapter 4 Boats, Docks & Waterways

13. COMMITTEE ITEMS

Budget & Finance

In Committee:

1. City Hall Revolving Fund ***08/30/2010**
2. Mayor Green Initiatives REV APPR (\$20,000) to Mayor-CHMM ***11/29/2010**
3. City Auditors FY 2011 Mid-Year Budget Report ***01/24/2011**
4. Mayor Cap. Improve Stab Fd to Gen Admin-Phone System (\$140,914.74) ***03/14/2011**
5. Police Dept. Dispatcher Salaries to Dispatch Overtime (\$4,000) and Part-time dispatch (\$2,000) ***03/29/2011**
6. Auditor Rsv App Ins. Claims to Rail Trail (\$5,750) and DPS Main Tree (\$566.50) ***03/29/2011**
7. Mayor/Treasurer Treasurer/Collector Salary to Assessor-Assessor Salary (\$1,450.31), Building-Commissioner Salary (\$1,450.31), Council on Aging-Director Salary (\$1,101.68) Health Dept.-Director Salary (\$1,400), IT-Director Salary (\$1,362.10), Treasure/Collector Salary (Adequate funding within line item), Planning-Director Salary (\$1,540), Veterans-Director Salary (\$797.46), Auditor-Auditor Salary (\$1,780.21) ***03/29/2011**
8. DPS-Water Operations Mgr Salary to Water Treatment Operator (\$1,477.18) ***03/29/2011**
9. DPS-Sewer Operations Mgr Salary to Sewer Chief Operator Salary (\$1,480.12) ***03/29/2011**
10. Harbormaster-Ass't Harbormaster's Salary to Harbormaster Salary (\$1,000) ***03/29/2011**

11. Youth Service to Asst-Kelley School Expenses (\$4900.00)

***03/29/2011**

General Government

In Committee

- 1. Atmospheric Pollution Ordinance ***02/08/2010**
- 3. Proposed Special Act Water & Sewer Commission ***01/10/2011**

Joint Education

In Committee:

License & Permits

- 1. Letter from Agave re: serving alcoholic beverages weekend mornings ***03/14/2011**
- 2. Letter from Newburyport Farmers Market Sunday Pour Hours ***03/29/2011**
- 3. Loretta Restaurant Outdoor Seating on Public Property ***03/29/2011**

Neighborhoods & City Services

In Committee:

- 1. Newburyport Tree Ordinance ***07/22/2010**
- 2. Ltr from Mayor re: Dogs Off Leash with Ordin ***10/12/2010**
- 3. Dogs Off-Leash Task Force with proposed Ordinance ***11/29/2010**
- 4. Parks & Recreation Recreation Areas Ordinance ***03/29/2011**
- 5. Delete Ordinance entitled Traffic & Motor Vehicles Sec.13-30 ***02/28/2011**

Planning & Development

In Committee:

- 1. Residential Handicap Parking Ordinance ***01/11/2010**
- 2. Atmospheric Pollution Ordinance ***02/08/2010**
- 3. Green Communities Order ***03/29/2010**
- 4. Zoning Ord – Sec II Definitions/Sec VI Dimensional Contr ***06/28/2010**
- 5. Newburyport Tree Ordinance ***07/22/2010**
- 6. Parking Advisory Committee ***02/28/2011**

Public Safety

In Committee:

- 1. Residential Handicap Parking Ordinance ***01/11/2010**
- 2. Letter Jeanne Geiger Crisis Ctr 20th Annual Walk against Violence 10/16/11 ***3/29/2011**
- 3. Nbpt Youth Services Kelley Carnival Market Square April 19, 2011 ***03/29/2011**

Public Utilities Committee

In Committee:

- 1. Proposed Special Act Water & Sewer Commission ***01/10/2011**

Rules Committee

In Committee:

- 13. **GOOD OF THE ORDER**
- 14. **ADJOURNMENT**

CONSENT AGENDA-BEGINNING

CITY COUNCIL MEETING

March 29, 2011

7:30 PM

Council President O'Brien called the meeting to order and asked for a moment of silence for Randy Miller, followed by the Pledge of Allegiance. He then instructed the City Clerk to call the roll. The following Councillors answered present: Cameron, Connell, Cronin, Derrivan, Earls, Heartquist, Herzog, Hutcheson, Ives, Jones and O'Brien.

LATE FILE ITEMS - Transfer #10

Motion to waive the rules to accept as a late file by Councillor Earls seconded by Councillor Derrivan. So voted on a unanimous voice vote,

PUBLIC COMMENT

- 1. Kim Kudym, 44 Hale Street, Dogs off Leash**
- 2. Cheryl Munick, 27 River Crest, West Newbury, MA, Yankee Homecoming**
- 3. Claire Paulsen, 32 Ashland Street, Dogs off Leash**
- 4. Paul Paulsen, 32 Ashland Street, Dogs off Leash**
- 5. Linda Croteau, 12 53rd Street, Compost Facility**
- 6. Karen Pookan, 49 Boardman Street, Dogs off Leash**
- 7. Claire Keller, 14 Fruit Street, Compost Facility**
- 8. Bon Keller, 14 Fruit Street, Compost Facility**
- 9. John Morris, 17 Chapel Street, Compost Facility, Dogs off Leash**
- 10. Linda Guthrie, 49 Pond Street, Dogs off Leash**
- 11. John Stack, 1 Pop Crowley Way, Dogs off Leash**
- 12. Ron Klodenski, 18 Wildwood Drive, Compost Facility**
- 13. Scott Mortimer, 59 Marlboro Street, Dogs off Leash**
- 14. Chris Hillios, 52 Warren Street,**
- 15. Molly Ettenborough, 35 Toppans Lane, Compost Facility**

CONSENT AGENDA

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APPROVAL OF MINUTES

March 14, 2011

(Approve)

TRANSFERS

- 1. Fire Dept. Firefighter Salaries to Firefighter Overtime (\$42,000) (B&F)**

Councillor Earls removed Transfer #1 from the Consent Agenda.

- 2. Police Dept. Dispatcher Salaries to Dispatch Overtime (\$4,000) and Part-time dispatch (\$2,000) (B&F)**
- 3. Auditor Rsv App Ins. Claims to Rail Trail (\$5,750) and DPS Main Tree (\$566.50) (B&F)**
- 4. Mayor Free Cash to Whittier Regional Voc/Tech (\$44,438) (APR)**

5. Treasurer/Collector Staff Salaries to Auditor Asst Acct Payable Superv (\$5,164.50) (B&F)

Trans #5 Removed

6. Mayor/Treasurer Treasurer/Collector Salary to Assessor-Assessor Salary (\$1,450.31), Building-Commissioner Salary (\$1,450.31), Council on Aging-Director Salary (\$1,101.68) Health Dept.-Director Salary (\$1,400), IT-Director Salary (\$1,362.10), Treasure/Collector Salary (Adequate funding within line item), Planning-Director Salary (\$1,540), Veterans-Director Salary (\$797.46), Auditor-Auditor Salary (\$1,780.21) (B&F)
7. DPS-Water Operations Mgr Salary to Water Treatment Operator (\$1,477.18) (B&F)
8. DPS-Sewer Operations Mgr Salary to Sewer Chief Operator Salary (\$1,480.12) (B&F)
9. Harbormaster-Ass't Harbormaster's Salary to Harbormaster Salary (\$1,000) (B&F)

COMMUNICATIONS

1. Letter Jeanne Geiger Crisis Ctr 20th Annual Walk Against Violence 10/16/11 (PS)
 2. Agave Restaurant Outdoor Seating on Public Property (L&P)
- Councillor Earls motioned to change Communication #2 to approve. (APR)**
3. Loretta Restaurant Outdoor Seating on Public Property (L&P)
 4. Block Party Application for Quill Rd by Merry Mansir (APR)
 5. Nbpt Youth Services Kelley Carnival Market Square April 19, 2011 (PS)

APPOINTMENTS

Re-Appointments

- | | | | |
|-------------------|---------------------|---------------------|----------------|
| 1. Andrew Casson | 240 Merrimac Street | Harbor Commission | March 31, 2014 |
| 2. Brian Sullivan | 195 High Street | Board of Registrars | March 31, 2014 |

Appointments

- | | | | |
|--------------------|---------------|-------------------|----------------|
| 3. Steven D. Hines | 54 Ferry Road | Harbor Commission | March 31, 2014 |
|--------------------|---------------|-------------------|----------------|

Councillor Jones motioned to approve the Consent Agenda as amended, seconded by Councillor Cameron. So voted on a unanimous voice vote.

END OF CONSENT AGENDA
REGULAR AGENDA

Transfer #1

Fire Dept., Firefighters Salaries to Firefighter Overtime \$42,000.00

Councillor Connell motioned to approve seconded by Councillor Cameron. So voted on a unanimous voice vote.

Transfer #10

Youth Services, Youth Programs Assistant to Kelley School Expenses \$4,900.00

Councillor Jones motioned to refer to Budget & Finance seconded by Councillor Hutcheson, So voted on a unanimous voice vote.

APPOINTMENTS

APPOINTMENTS - Second Reading

- | | | | |
|----------------|---------------|----------------------------------|---------------|
| 4. Jane Healey | 38 Winter St. | Community Preservation Committee | March 1, 2014 |
|----------------|---------------|----------------------------------|---------------|

Motion to approve second reading by Councillor Jones, seconded by Councillor Cameron. So voted on a unanimous voice vote.

ORDERS

1. Placement of Planet Aid Clothing Donation Box

Tabled 03/14/2011

Councillor Earls motioned to remove from the table seconded by Councillor Jones. So voted on a unanimous voice vote.

Councillor Earls moved to approve as amended to include the following text, "Donation to go to NEBC (2 cents per pound) for a period of one year at which time this order terminates", seconded by Councillor Cronin.

Motion to approve failed on a roll call vote, 5 yes (Connell, Cronin, Earls, Heartquist, Herzog), 6 no.

2. Resolution Crow Lane Compost Facility

Councillor Derrivan motioned to approve as amended, seconded by Councillor Ives.

Motion to Table until April 25th by Councillor Cronin, seconded by Councillor Earls, ruled out of order.

Councillor Earls motioned to Table, seconded by Councillor Connell. So voted on a unanimous vote.

ORDINANCES

3. Amend Section 13 – 180 Resident Parking

Councillor Cronin motioned to waive Council Rules, approve first reading and order published, seconded by Councillor Jones. So voted on a unanimous vote.

COMMITTEE ITEMS

Budget & Finance

In Committee:

- | | |
|--|--------------------|
| 1. Hmaster Ret Earnings (\$44,750) to Additional Equip | <i>*04/12/2010</i> |
| 2. City Hall Revolving Fund | <i>*08/30/2010</i> |
| 3. Tax Amnesty | <i>*10/25/2010</i> |
| 4. Mayor Green Initiatives REV APPR (\$20,000) to Mayor-CHMM | <i>*11/29/2010</i> |
| 5. City Auditors FY 2011 Mid-Year Budget Report | <i>*01/24/2011</i> |
| 6. Mayor/Veterans Free Cash to Veterans Benefits (\$45,000) | <i>*02/28/2011</i> |
| 7. Mayor Cap. Improve Stab Fd to Gen Admin-Phone System (\$140,914.74) | <i>*03/14/2011</i> |

Councillor Cameron motioned to remove collectively items 1, 3, 5 from committee, seconded by Councillor Herzog. So voted on a unanimous voice vote. Councillor Cameron motioned to Receive and File items 1, 3, 5, seconded by Councillor Jones. So voted on a unanimous voice vote.

Councillor Cameron motioned to remove item 6 from committee, Transfer on Veteran's Benefits, \$45,000. Seconded by Councillor Connell. So voted on a unanimous voice vote.

Councillor Cameron motioned to approve seconded by Councillor Jones. So voted on a unanimous vote.

General Government

In Committee

- | | |
|--|--------------------|
| 1. Atmospheric Pollution Ordinance | <i>*02/08/2010</i> |
| 2. Tax Amnesty | <i>*10/25/2010</i> |
| 3. Proposed Special Act Water & Sewer Commission | <i>*01/10/2011</i> |

Joint Education

In Committee:

Councillor Hutcheson reported that the school tour was a success.

License & Permits

1. American Red Cross Chocolate Tour May 21, 2011 *02/28/2011

Councillor Earls motioned to remove from committee, seconded by Councillor Ives. So voted on a unanimous voice vote.

Councillor Earls motioned to approve, seconded by Councillor Connell. So voted on a unanimous voice vote.

2. Letter from Newburyport Farmers Market Sunday Pour Hours *03/14/2011

Councillor Earls motioned to remove from committee, seconded by Councillor Connell. So voted on a unanimous voice vote.

Councillor Earls motioned to approve seconded by Councillor Herzog. Motion withdrawn.

Councillor Earls motioned to refer back to License & Permits, seconded by Councillor Connell. So voted on a unanimous voice vote.

3. Letter from Agave re: serving alcoholic beverages weekend mornings *03/14/2011

Neighborhoods & City Services

In Committee:

1. Street Lighting Recommendation *05/10/2010

Councillor Herzog motioned to remove collectively from Neighborhoods and City Services and Public Safety, seconded by Councillor Heartquist. So voted.

Councillor Herzog motioned to Receive and File, seconded by Councillor Derrivan. So voted on a unanimous voice vote.

2. Outdoor Illumination Standards *07/12/2010

Councillor Herzog motioned to remove collectively from Neighborhoods and City Services and Public Utilities, seconded by Councillor Ives. So voted.

Councillor Herzog motioned to Receive and File, seconded by Councillor Heartquist. So voted on a unanimous voice vote.

3. Newburyport Tree Ordinance *07/22/2010

4. Ltr from Mayor re: Dogs Off Leash with Ordin *10/12/2010

5. Dogs Off-Leash Task Force with proposed Ordinance *11/29/2010

6. Parks & Recreation Recreation Areas Ordinance *02/07/2011

Councillor Herzog motioned to remove items 5 and 6 from committee collectively, seconded by Councillor Cameron. So voted on a unanimous vote.

Motion to approve collectively withdrawn by Councillor Herzog.

Councillor Herzog motioned to approve Sec 3-26 Leash Required, seconded by Councillor Heartquist.

Councillor Cameron motioned to amend by adding the work "Walkways" to exclusions in Cashman Park, seconded by Councillor Jones. So voted 10 yes, 1 no.

Councillor Herzog motioned to strike Cashman Park. Seconded by Councillor Derrivan. So voted on a roll call vote 6 yes, 5 no (Cameron, Earls, Heartquist, Ives, Jones).

Councillor Herzog motioned to approve as amended, seconded by Councillor Heartquist. Motion failed on a roll call vote, 4 yes (Connell, Derrivan, Hutcheson, O'Brien), 7 no.

7. Animals Dogs Leash required Ordinance *02/07/2011

8. Delete Ordinance entitled Traffic & Motor Vehicles Sec.13-30 *02/28/2011

Public Safety

In Committee:

1. Residential Handicap Parking Ordinance *01/11/2010
2. Street Lighting Recommendation *05/10/2010
3. Yankee Homecoming July 31 – August 7, 2011 *03/14/2011

Councillor Cronin motioned to remove from committee, seconded by Councillor Jones. So voted on a unanimous voice vote.

Councillor Cronin motioned to approve, seconded by Councillor Derrivan. So voted on a unanimous voice vote.

4. Amend an Ordinance entitled Traffic & Motor Veh Sec.13-180 Add (g)(1B) *03/14/2011

Councillor Cronin motioned to remove from committee, seconded by Councillor Derrivan. So voted on a unanimous voice vote.

Councillor Cronin motioned to approve first reading and order published, seconded by Councillor Derrivan. So voted on a unanimous vote.

Public Utilities Committee

In Committee:

1. Outdoor Illumination Standards *07/12/2010
2. Proposed Special Act Water & Sewer Commission *01/10/2011

Rules Committee

In Committee:

GOOD OF THE ORDER

Councillor Cronin commended the Newburyport Police Department on their rapid response to the bank robbery on March 29, 2011.

ADJOURNMENT

There being no further business to come before the City Council, Councillor Connell motioned to adjourn, seconded by Councillor Jones, so voted. Meeting adjourned at 10:13pm.

Attest: _____
Richard B. Jones, City Clerk

School Committee Meeting Agenda Items:

April 12, 2011

6:30 PM Conversation with the Public

7:00 PM Regular Meeting

AGENDA

- 1. Pledge-Mission Statement**
- 2. Warrants and Minutes**
- 3. FY'12 Budget Presentation & discussion**
- 4. Open Dialogue with Community**
- 5. Open Dialogue with Committee**
- 6. Executive Session**

TRANSFERS



City of Newburyport
FY 2011
BUDGET TRANSFER REQUEST

Transfer #1
April 11, 2011

2011 APR -5 P 1:45

Department: Health Department / Recycling

Submitted by: Molly Ettenborough

Date Submitted: 3/30/2011

Transfer From:

Account Name	Solid Waste Fee	YTD Bal:	\$ 134,327.80
Account Number:	2747-59600	Trans In:	\$ -
Amount:	\$10,000.00	Trans Out:	\$ 3,000.00
Why are Funds Available:	Compost Facility sticker fees and recycling rebate		

Transfer To:

Account Name	Chipper Compost	YTD Bal:	\$ -
Account Number:	01510002-52813	Trans In:	\$ 3,000.00
Amount:	\$10,000.00	Trans Out:	\$ -
Why are Funds Required:	To pay costs for removal of material and getting site ready for 2011 season.		

Transfer To:

Account Name		YTD Bal:	
Account Number:		Trans In:	
Amount:		Trans Out:	
Why are Funds Required:			

Transfer To:

Account Name		YTD Bal:	
Account Number:		Trans In:	
Amount:		Trans Out:	
Why are Funds Required:			

Donna D. Holaday, Mayor
William B. Squillace, Auditor
City Council Approval: (Stamp)

Donna D. Holaday
William B. Squillace

Date: 4/5/11
Date: 4/5/11



City of Newburyport
FY 2011
BUDGET TRANSFER REQUEST

Transfer #2
April 11, 2011

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

Department: Police

Submitted by: Marshal Howard

Date Submitted: 4/5/2011

Transfer From:

Account Name	Heat	YTD Bal:	\$ 11,974.36
Account Number:	01210002-52101	Trans In:	\$ -
Amount:	\$6,800.00	Trans Out:	\$ -
Why are Funds Available:	<i>Anticipated heating costs are less than projected.</i>		

Transfer To:

Account Name	Fuel /Oil	YTD Bal:	\$ -
Account Number:	01210002-52101	Trans In:	\$ -
Amount:	\$6,800.00	Trans Out:	\$ -
Why are Funds Required:	<i>Funds are required to operate police vehicles through year- end.</i>		

Transfer To:

Account Name		YTD Bal:	
Account Number:		Trans In:	
Amount:		Trans Out:	
Why are Funds Required:			

Transfer To:

Account Name		YTD Bal:	
Account Number:		Trans In:	
Amount:		Trans Out:	
Why are Funds Required:			

Donna D. Holaday, Mayor
William B. Squillace, Auditor
City Council Approval: (Stamp)

Donna D. Holaday
William B. Squillace

Date: 4/5/11
Date: 4/5/11



City of Newburyport
FY 2011
BUDGET TRANSFER REQUEST

Transfer #3
April 11, 2011

CLERK'S OFFICE
NEWBURYPORT, MA

Department: DPS - Highway

2011 APR -5 P 2:38

Submitted by: Anthony Furnari - DPS Director

Date Submitted: 4.5.2011

Transfer From:

Account Name	RSV APPR- Insur Claims	YTD Bal:	\$ 4,448.62
Account Number:	2741-49900	Trans In:	\$ -
Amount:	\$1,052.22	Trans Out:	\$ 60,782.50
Why are Funds Available:	Payment was received from insurance company to cover the cost of damage to a DPS vehicle.		

Transfer To:

Account Name	Maintenance - Vehicles	YTD Bal:	\$ 23,586.03
Account Number:	01421002-52403	Trans In:	\$ -
Amount:	\$1,052.22	Trans Out:	\$ -
Why are Funds Required:	Payment from insurance company to be used to fix a DPS vehicle that was damaged while plowing snow.		

Transfer To:

Account Name		YTD Bal:	
Account Number:		Trans In:	
Amount:		Trans Out:	
Why are Funds Required:			

Transfer To:

Account Name		YTD Bal:	
Account Number:		Trans In:	
Amount:		Trans Out:	
Why are Funds Required:			

Donna D. Holaday, Mayor
William B. Squillace, Auditor
City Council Approval: (Stamp)

Donna D. Holaday
William B. Squillace

Date: 4/5/11
Date: 4/5/11



City of Newburyport
FY 2011
BUDGET TRANSFER REQUEST

Transfer #4
April 11, 2011

Department: Youth Services

Submitted by: Andrea Egmont

2011 APR - 5 10 31 12
Date Submitted: 4/5/2011

Transfer From:

Account Name	Substance Abuse Grant	YTD Bal:	\$	8,000.00
Account Number:	01542001-67841	Trans In:	\$	-
Amount:	\$8,000.00	Trans Out:	\$	-
Why are Funds Available:	<i>This is part of the required 100% in-kind match</i>			

Transfer To:

Account Name	Drug Free Communities Grant	YTD Bal:	\$	-
Account Number:	2501-45000	Trans In:	\$	-
Amount:	\$8,000.00	Trans Out:	\$	-
Why are Funds Required:	<i>To cover the city's share of costs associated with Year 5/ 6 of the DFC Grant</i>			

Transfer To:

Account Name		YTD Bal:	
Account Number:		Trans In:	
Amount:		Trans Out:	
Why are Funds Required:			

Transfer To:

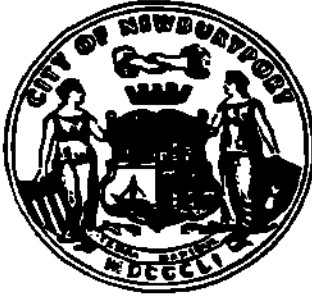
Account Name		YTD Bal:	
Account Number:		Trans In:	
Amount:		Trans Out:	
Why are Funds Required:			

Donna D. Holaday, Mayor
William B. Squillace, Auditor
City Council Approval: (Stamp)

Donna D. Holaday
William B. Squillace

Date: 4/5/11
Date: 4/5/2011

COMMUNICATIONS



City of Newburyport

Application

Food Establishment Outdoor Seating on Public Property

2011 MAR 30 P 2:49

Date: 03-16-2011

Name of Business Owner: The Purple Onion - Robert Sanders

Name of Property Owner: Newburyport Development

Business Name: The Purple Onion

Business Address: 42-44 Inn St

Number of Tables Requested: 11 Dimensions: 28 inches Material: BLACK IRON

Number of Chairs Requested: 39 Dimensions: 18 inches Material: BLACK IRON

☒ Applicant requests approval of outdoor seating for the sole purpose of food consumption.

☐ Applicant requests approval of outdoor seating for food *and* alcohol consumption.

Application Requirements

Please submit the following documents with the completed application to:

City Clerk's Office
Newburyport City Hall
PO Box 550
60 Pleasant Street
Newburyport, MA 01950

- 1) Applicants must provide evidence of liability insurance to the City Clerk with minimum coverage in the amount of one million dollars, naming the City of Newburyport as co-insured. This insurance coverage must be in force for the duration of the approved period.
- 2) 8 1/2 x 11 sketch of outdoor seating detailing:
 - a) measurements of tables and chairs
 - b) total width of sidewalk and c) distance between proposed seating and sidewalk



Application

Food Establishment Outdoor Seating on Public Property (continued)

- 3) obstacles such as streetlights, signs, trees, benches, and garbage barrels.
- 4) Applicants seeking approval of outdoor seating for food and alcohol consumption must also submit:
 - a) Written and dated approval of the Newburyport License Commission for the outdoor service of alcohol, including the information and sketch used for the basis of the License Commission approval.
 - b) 8 ½ x 11 sketch of outdoor seating cited above must also include a depiction and information on the placement, dimensions, and materials used to create a demarcated area for the service of alcohol.

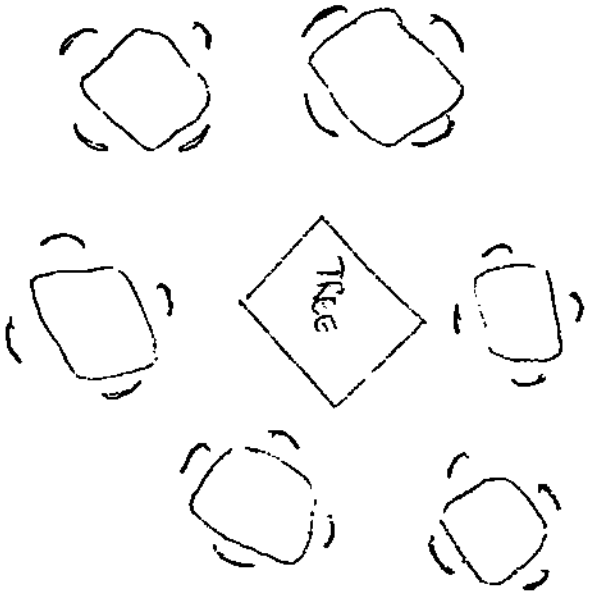
A completed application for outdoor seating for the service of food and alcohol will also include a written recommendation from the Newburyport Police Department. Upon the City Clerk's receipt of a completed application, the Clerk will request from the Newburyport Police Department a recommendation regarding the application.

RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY

I, the undersigned Applicant or Duly Authorized Agent, hereby agree to **RELEASE, DISCHARGE, and HOLD HARMLESS**, the City of Newburyport, a municipal corporation of the Commonwealth of Massachusetts, and its officers, employees, agents, and servants from all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation associated with the undersigned's use of the public way as described herein.

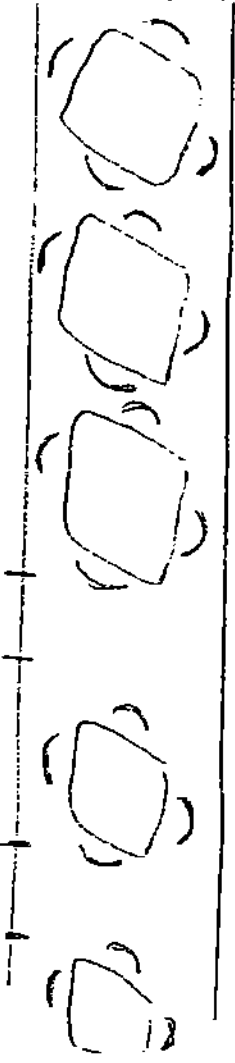
Signature of Business Owner

PART CANDLE



INN STREET
PLAYGROUND

INN STREET



THE PURPLE UNION



42-44 Inn Street
Newburyport, MA
01950

p 978-465-9600
f 978-462-0562

03/22/2011

Application for Outdoor Seating on Public Property

Tables and chairs around tree in front of Port Candle on Inn Street:

Tables: 6 at 28 inches in diameter each

Chairs: 4 per table at 18 inches wide

Tables and chairs in front of Purple Onion on side walk (not used for foot traffic):

Tables: 5 at 28 inches in diameter each

Chairs: 3 per table at 18 inches wide

Thank you

Robert Sanders

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID AC
PURPL-2DATE (MM/DD/YYYY)
03/22/11

PRODUCER
Chase & Lunt LLC
P O Box 590
47 State Street
Newburyport MA 01950
Phone: 978-462-4434 Fax: 978-465-6204

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Harleysville Insurance**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

Purple Onion
Essen Management, LLC dba
44 Inn Street
Newburyport MA 01950

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	BOP00000056274F	05/26/10	05/26/11	EACH OCCURRENCE \$ 2000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000				
	MED EXP (Any one person) \$ 10000				
	PERSONAL & ADV INJURY \$ 2000000				
	GENERAL AGGREGATE \$ 4000000				
					PRODUCTS - COMPROP AGG \$ 4000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS \$
					OTH- ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	Property	BOP00000056274F SPECIAL FORM /RC	05/26/10	05/26/11	BPP 80000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Newburyport
PO Box 550
Newburyport MA 01950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



City of Newburyport

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2011 MAR 24 A 9 39

Application

Food Establishment Outdoor Seating on Public Property

Date: 3/23/11Name of Business Owner: Claude EliseName of Property Owner: Newburyport DevelopmentBusiness Name: Oregano PizzeriaBusiness Address: 16 Pleasant StNumber of Tables Requested: 5 Dimensions: 40" Round Material: Red IronNumber of Chairs Requested: 20 Dimensions: 40" Round Material: Red Iron☐ Applicant requests approval of outdoor seating for the sole purpose of food consumption.☒ Applicant requests approval of outdoor seating for food and alcohol consumption.Application Requirements

Please submit the following documents with the completed application to:

City Clerk's Office
Newburyport City Hall
PO Box 550
60 Pleasant Street
Newburyport, MA 01950

1) Applicants must provide evidence of liability insurance to the City Clerk with minimum coverage in the amount of one million dollars, naming the City of Newburyport as co-insured. This insurance coverage must be in force for the duration of the approved period.

2) 8 1/2 x 11 sketch of outdoor seating detailing: a) measurements of tables and chairs
b) total width of sidewalk and c) distance between proposed seating and sidewalk



Application

Food Establishment Outdoor Seating on Public Property (continued)

- 3) obstacles such as streetlights, signs, trees, benches, and garbage barrels.
- 4) Applicants seeking approval of outdoor seating for food and alcohol consumption must also submit:
 - a) Written and dated approval of the Newburyport License Commission for the outdoor service of alcohol, including the information and sketch used for the basis of the License Commission approval.
 - b) 8 1/2 x 11 sketch of outdoor seating cited above must also include a depiction and information on the placement, dimensions, and materials used to create a demarcated area for the service of alcohol.

A completed application for outdoor seating for the service of food and alcohol will also include a written recommendation from the Newburyport Police Department. Upon the City Clerk's receipt of a completed application, the Clerk will request from the Newburyport Police Department a recommendation regarding the application.

RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY

I, the undersigned Applicant or Duly Authorized Agent, hereby agree to RELEASE, DISCHARGE, and HOLD HARMLESS, the City of Newburyport, a municipal corporation of the Commonwealth of Massachusetts, and its officers, employees, agents, and servants from all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation associated with the undersigned's use of the public way as described herein.

Signature of Business Owner

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID NS
OREGA-1DATE (MM/DD/YYYY)
03/24/11**PRODUCER**

Chase & Lunt LLC
P O Box 590
47 State Street
Newburyport MA 01950
Phone: 978-462-4434 Fax: 978-465-6204

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

INSURED

Oregano's
c/o Medical Laser Technologies
264 North Broadway
Salem NH 03079

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Pearless Insurance Co.**INSURER B: **Massachusetts Retail Merchants**

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR GROUP LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liq Liab \$1,000,0 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	CBP8417968	04/01/11	04/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000. MED EXP (Any one person) \$5,000. PERSONAL & ADV INJURY \$1,000,000. GENERAL AGGREGATE \$2,000,000. PRODUCTS - COMP/OP AGG \$2,000,000.
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN FA ACC \$ AUTO ONLY: AOG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	0140050318551	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STAT U- LITY L. LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100000. E.L. DISEASE - FA EMPLOYEE \$100000. E.L. DISEASE - POLICY LIMIT \$500000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Gourmet Pizza Restaurant

Coverage applies to outdoor seating

CERTIFICATE HOLDER

City of Newburyport
60 Pleasant Street
Newburyport MA 01950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



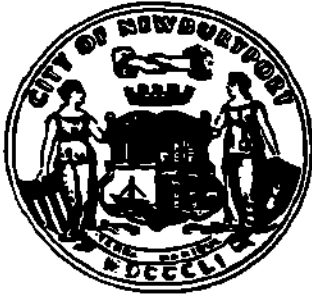
NOTEPAD

PAGE 3

Date 03/24/11

16-20 Pleasant Street Nominee Trust; Newburyport Manager, LLC; Newburyport Development, LLC; NED Management Limited Partnership; Piper Properties Management Co., Inc.; Newburyport Operation Holding, LLC; New England Development, LLC; New England Development Realty Advisors, Inc; NED Newburyport, LLC are additional insured if required by written contract with regard to general liability as it relates to insured's occupancy at the premises at 16 Pleasant Street, Newburyport, MA

Special form property insurance for fixtures, merchandise equipment and other personal property and leaseholder improvements located in, on or about (within 100 feet) of the demised premises on a replacement cost basis, assuming coinsurance requirements are met, applies.



City of Newburyport

Application

Food Establishment Outdoor Seating on Public Property

2011 MAR 28 A 9:01

Date: March 10, 2011

Name of Business Owner: Dermot Belger

Name of Property Owner: Chris Heran

Business Name: The Port Tavern

Business Address: 84 State St.

Number of Tables Requested: 6 Dimensions: 2x2x3 Material: metal

Number of Chairs Requested: 18 Dimensions: 3x2 Material: metal

☐ Applicant requests approval of outdoor seating for the sole purpose of food consumption.

☒ Applicant requests approval of outdoor seating for food *and* alcohol consumption.

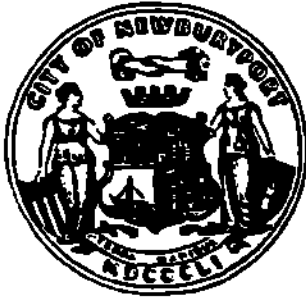
Application Requirements

Please submit the following documents with the completed application to:

City Clerk's Office
Newburyport City Hall
PO Box 550
60 Pleasant Street
Newburyport, MA 01950

1) Applicants must provide evidence of liability insurance to the City Clerk with minimum coverage in the amount of one million dollars, naming the City of Newburyport as co-insured. This insurance coverage must be in force for the duration of the approved period.

2) 8 1/2 x 11 sketch of outdoor seating detailing: a) measurements of tables and chairs
b) total width of sidewalk and c) distance between proposed seating and sidewalk



Application

Food Establishment Outdoor Seating on Public Property (continued)

- 3) obstacles such as streetlights, signs, trees, benches, and garbage barrels.
- 4) Applicants seeking approval of outdoor seating for food and alcohol consumption must also submit:
 - a) Written and dated approval of the Newburyport License Commission for the outdoor service of alcohol, including the information and sketch used for the basis of the License Commission approval.
 - b) 8 ½ x 11 sketch of outdoor seating cited above must also include a depiction and information on the placement, dimensions, and materials used to create a demarcated area for the service of alcohol.

A completed application for outdoor seating for the service of food and alcohol will also include a written recommendation from the Newburyport Police Department. Upon the City Clerk's receipt of a completed application, the Clerk will request from the Newburyport Police Department a recommendation regarding the application.

RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY

I, the undersigned Applicant or Duly Authorized Agent, hereby agree to **RELEASE, DISCHARGE, and HOLD HARMLESS**, the City of Newburyport, a municipal corporation of the Commonwealth of Massachusetts, and its officers, employees, agents, and servants from all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation associated with the undersigned's use of the public way as described herein.

Signature of Business Owner

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2011

PRODUCER 781.344.3200 FAX 781.344.1425
Malcolm & Parsons Ins. Agcy. Inc.
6 Freeman St.
P.O. Box 527
Stoughton, MA 02072

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State National Insurance Co.
INSURER B: Commerce and Industry Ins Co
INSURER C:
INSURER D:
INSURER E:

INSURED Bolwyn Corp.
DBA: The Port Tavern
84 State Street
Newburyport, MA 01950

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	RCB101338-11	02/10/2011	02/10/2012	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/PROP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY	RCB101338-11	02/10/2011	02/10/2012	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1608689	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Liquor Liability	RCB101338-11	02/10/2011	02/10/2012	\$1,000,000 per occurrence \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Neighborhood Tavern

Liability policies provide coverage for outdoor patio seating.

The City of Newburyport is Additional Insured with respect to Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

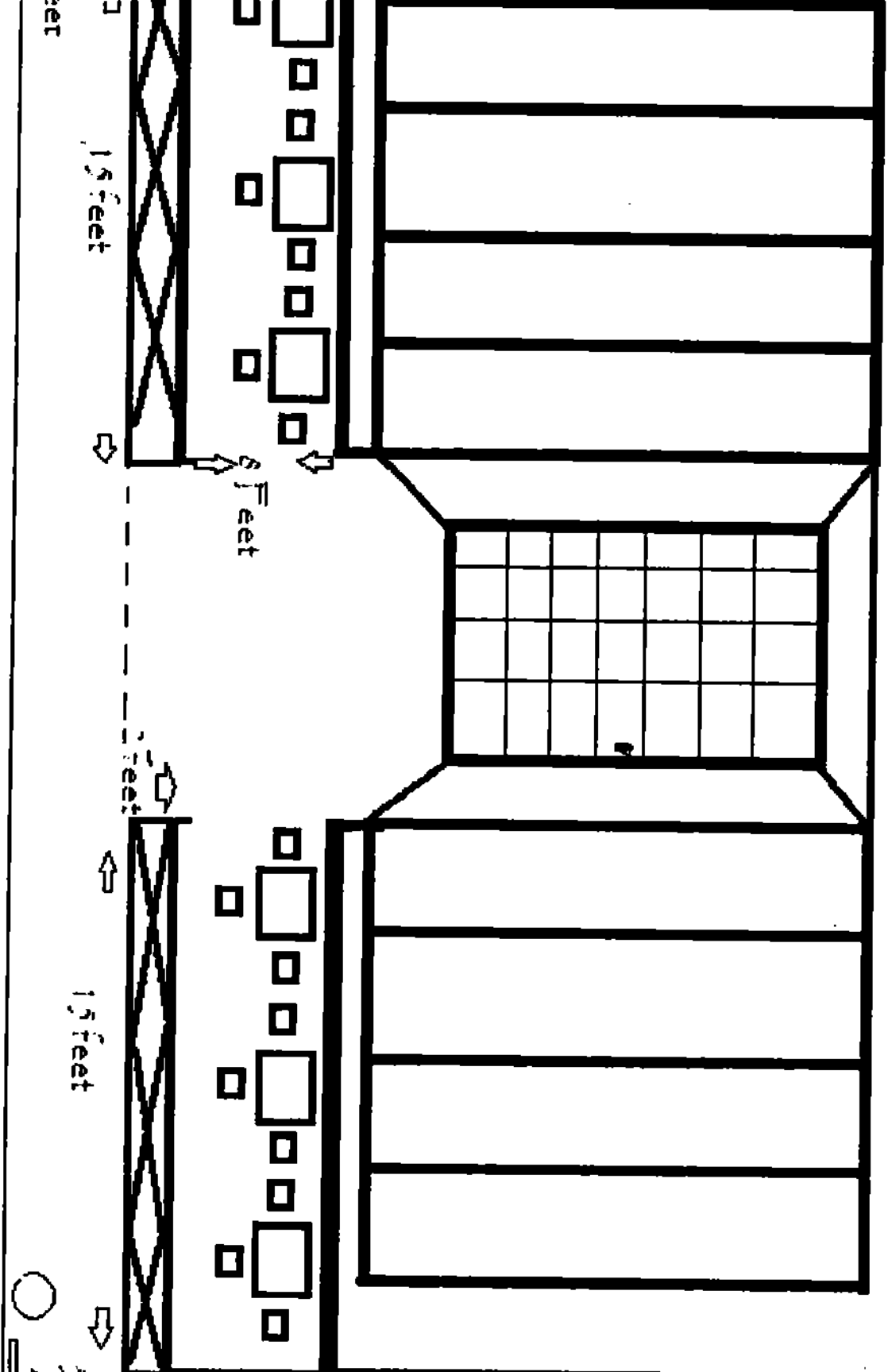
David Parsons



THE PORTTAVERN

Tables 2x2x3
Chairs 3h x 2w

Black Plastic
Fence, movable



American Diabetes Association. Tour de Cure 2011

Communication #4

On April 11, 2011

NEWBURYPORT, MA

2011 MAR 24 A 10:17

2011 North Shore Tour Volunteer Committee

Marty Miserandino
Event Chair

Tom Egan
Red Rider Chair

Kevin Dolan
PR/Marketing Chair

Nancy Lamb
Logistics Chair

Dawn Lovejoy
Gran Fondo Chair

Al Mallette
Routes & Rest Stops Chair

Irene Johnson
Volunteer Chair

Rebecca Borden
Pingree School Representative

Terry Cowman
Gran Fondo

Steve Dumas
Routes & Rest Stops

Emily Ferk
Logistics

Darby Foster
Recruitment

Doug Foster
Routes & Rest Stops

Leilani Germain
Sponsorship

Rich Irving
Volunteers

Danielle Oliveria
Logistics

Tory Reiersen
Medical & Safety

Callie Roberts
Member at Large

Charbel Salameh
Logistics

Phil Skagle
Red Rider

Boston Office
330 Congress Street, 5th Floor
Boston, MA 02210
Phone: 617.482.4580
Fax: 617.482.1824

Diabetes Information
1.800.DIABETES
(1.800.342.2383)
www.diabetes.org

March 15, 2011

Richard B. Jones
City Clerk
City Clerk's Office
60 Pleasant Street, P.O. Box 550
Newburyport, MA 01950

Dear Mr. Jones:

I am writing to you today to make you aware of our presence in your community on Sunday, May 22, 2011 for the American Diabetes Association's North Shore Tour de Cure - our annual one-day, non-competitive cycling event that begins and ends at the Pingree School in South Hamilton, Mass. Funds raised from this event support the Association's mission: to prevent and cure diabetes and to improve the lives of all people affected by diabetes.

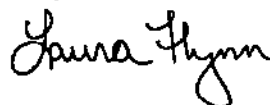
Tour de Cure is a fully-supported ride, not a race. All participants are required to sign waivers, wear helmets and follow the rules of the road. In addition they are all briefed multiple times leading up to, and the morning of the event on bicycle safety and Tour de Cure safety protocol. All routes will be clearly marked and we will have HAM radio operators, medical volunteers, and support vehicles to provide additional safety for our riders.

The ride has four routes (15mi, 31mi, 62mi and 100mi) and will begin at 7:00 a.m. and all riders must be off the route by 3:00 p.m. Our routes will be clearly marked and we will also have route marshals dispersed along the ride to provide additional direction to cyclists. The routes have staggered starts so although we expect up to 1,000 total riders, they number of riders will be split up fairly evenly amongst the different routes. We will also have our volunteers perform a thorough sweep of the entire route as the event closes down to retrieve all supplies and clean up any waste.

I have enclosed our proposed route maps as well as trip-tiks for each route. I will also be in touch in May before the event with any changes that have been made to the routes as well as a copy of our Certificate of Insurance listing Newburyport as co-insured. If Newburyport will require additional information or if a formal application for permission is needed, please contact me at (617) 482-4580, x3464 or by email at lflynn@diabetes.org so I may begin the process as soon as possible.

Your support of Tour de Cure and the American Diabetes Association is greatly appreciated and we are looking forward to working with you this year.

Best,



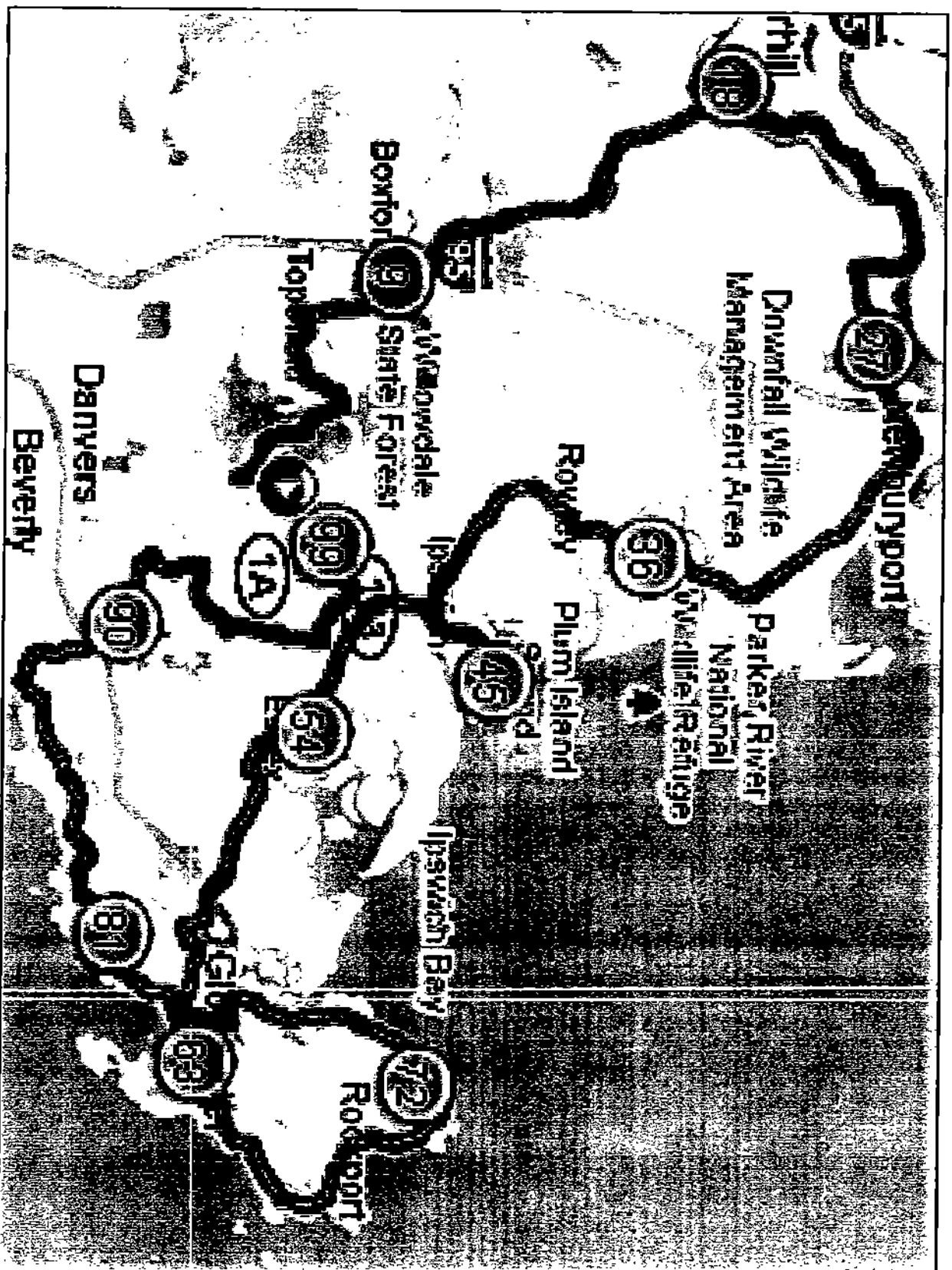
Laura Flynn
Associate Manager, Special Events
American Diabetes Association
330 Congress Street, 5th Floor
Boston, MA 02210
P: (617) 482-4580, x3464
F: (617) 482-1824
lflynn@diabetes.org

C.C.: Chief of Police; Fire Chief; Director of Public Services

American Diabetes Association. **TourdeCure 2011**

100 Mile Gran Fondo Route

<http://www.mapmyride.com/routes/fullscreen/28373356/>



100 Mile Gran Fondo

~17.0mi	ENTERING HAVERHILL
17.07mi	
Continue onto Groveland St	Haverhill
17.69mi	
Turn right at E Broadway	Haverhill
17.72mi	
Head northeast on E Broadway toward Pine St	Haverhill
21.89mi	
Continue onto E Main St	Haverhill
21.98mi	
Head east on E Main St toward Colby's Ln	Haverhill
~22.2mi	ENTERING WEST NEWBURY
Turn left at River Rd	West Newbury
22.45mi	
Head northwest on River Rd toward Worths Ln	West Newbury
23.68mi	
Head east on River Rd toward Coffin St	West Newbury
24.46mi	
Slight right at Coffin St	West Newbury
25.35mi	
Turn left at MA-113 E/Main St	West Newbury
25.39mi	
Head east on MA-113 E/Main St toward Chase St	West Newbury
~27.25mi	ENTERING NEWBURYPORT
Continue to follow MA-113 E	Newburyport
29.26mi	
Head southeast on High St toward Plummer Ave	Newburyport
~31.75mi	ENTERING NEWBURY
33.38mi	
Head southeast on Massachusetts 1A S/High Rd toward Plummers Ln	Newbury
Continue to follow Massachusetts 1A S	Newbury
~35.75mi	ENTERING ROWLEY
38.98mi	
Head south on Massachusetts 1A S/Main St toward Perley Ave	Rowley
Continue to follow Massachusetts 1A S	Rowley
~39.3mi	ENTERING IPSWICH
41.88mi	
Continue onto High St	Ipswich
42.23mi	
Head east on High St toward N Main St	Ipswich
42.32mi	
Continue onto East St	Ipswich
42.47mi	
Turn left at County St	Ipswich
42.49mi	
Slight right at East St	Ipswich
42.89mi	

**APPOINTMENTS
FIRST READING**



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR

Appointment #1
April 11, 2011

DONNA D. HOLADAY, MAYOR

60 PLEASANT STREET - P.O. Box 550

NEWBURYPORT, MA 01950

(978) 465-4413

(978) 465-4402 (Fax)

APR -5 P 1:11

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: April 5, 2011
Subject: Appointment

I hereby appoint, subject to your approval, the following
named individual as a member of the Sewer Commission.
This term will expire on April 1, 2014.

Howard R. Terrien
16B Toppans Lane
Newburyport, MA 01950

Howard R. Terrien

16B Toprans Lane
Newburyport, MA 01950
hterrien@comcast.net

Objective

Seeking a part-time position in the field of logistics where I can effectively utilize my past 32 years experience.

Experience

1978-1982 Cummins Mohawk Diesel **General Parts Manager**

1982-1995 Cummins North Atlantic **General Parts Manager**

1995-to present Cummins Northeast **Vice President Parts Marketing,
and Distribution**

- Responsible for parts sales of \$34+ million including marketing and inventory processing.
- Managed inventory turns of over 6.5/yr.
- Maintained \$3 million inventory level.
- Supported a constant stream of new EPA approved diesel and gas powered engines each requiring stocking list from maintenance parts to major components.
- Controlled part number supersessions.
- Expedite into inventory parts needed for warranty and temporary repair practices.
- Administered a program insuring 100+ dealer locations were fully warranted and certified to work on Cummins engines and Cummins Power Generation.
- Managed annual parts returns for these same dealers.
- Developed marketing programs for increased Cummins awareness.
- Consistently increased parts sales 6% per year since 2006.
- Achieved certified Green Belt Six Sigma with (6) completed projects.

Previous work experience and references upon request.



END OF CONSENT AGENDA

BEGINNING OF REGULAR AGENDA



City of Newburyport
FY 2011
BUDGET TRANSFER REQUEST

Transfer #5
April 11, 2011

CLERK OF CITY
NEWBURYPORT, MA

Department: Harbormaster

Submitted by: Paul Hogg, Harbormaster

Date Submitted: 4/4/2011

2011 APR -5 P 1:46

Transfer From:

Account Name	Harbormaster Retained Earnings	YTD Bal:	\$	321,457.00
Account Number:	6520-35900	Trans In:	\$	-
Amount:	\$121,205.00	Trans Out:	\$	-
Why are Funds Available:	<i>Retained Earnings are surplus funds that can be used for any purpose related to Harbormaster operations with the recommendation of the Mayor and majority vote of the City Council.</i>			

Transfer To:

Account Name	Harbormaster - Repair Floats/Docks	YTD Bal:	\$	5,509.28
Account Number:	652002 - 52430	Trans In:	\$	-
Amount:	\$121,205.00	Trans Out:	\$	-
Why are Funds Required:	<i>See attached Memo</i>			

Transfer To:

Account Name	_____	YTD Bal:	_____
Account Number:	_____	Trans In:	_____
Amount:	_____	Trans Out:	_____
Why are Funds Required:	_____		

Transfer To:

Account Name	_____	YTD Bal:	_____
Account Number:	_____	Trans In:	_____
Amount:	_____	Trans Out:	_____
Why are Funds Required:	_____		

Donna D. Holaday, Mayor
William B. Squillace, Auditor
City Council Approval: (Stamp)

Donna D. Holaday
William B. Squillace

Date: 4/5/11
Date: 4/5/11



**CITY OF NEWBURYPORT
OFFICE OF THE HARBORMASTER**

RECEIVED
CLERK'S OFFICE
NEWBURYPORT, MA

**PAUL HOGG
HARBORMASTER**

2011 APR -5 P 1:46

To: President Thomas O'Brien and Newburyport City Council

From: Paul Hogg Newburyport Harbormaster

Subj: Replacement of Harbormaster Docks

Date: 04/05/2011

This letter is to request a transfer of funds from the Harbormaster's Retained to the Harbormaster's Earnings account to replace existing Harbormaster / Fish Pier floats /docks. These docks are located directly in front of the Harbormaster office and are in need of immediate replacement due to age and deterioration.

The Harbormaster Department and the Harbor Commission have received all bids and has determined that BTT Marine was the low and best bid for this project at \$121,205. See attached specifications.

Because these floats /docks are in such poor condition, this is a serious safety and liability issue for the City and must be addressed immediately. Therefore, I am asking the City Council to act on this transfer , as soon as possible, so that the work can be completed before the 2011 boating season begins.

If you have any questions please don't hesitate to contact me at 978-360-6963.

Respectfully Submitted,

Paul Hogg

Newburyport Harbormaster

phogg@cityofnewburyport.com

NEWBURYPORT HARBORMASTERS DEPARTMENT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

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NEWBURYPORT, MA

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INVITATION FOR BIDDERS (IFB)

BID NO. HMFP 02-2011

REPLACEMENT OF EXISTING (HARBOR MASTER/ FISH PIER) DOCKS
PER BID SPECIFICATION

The City of Newburyport is seeking bids from qualified firms to provide the City with a new floating dock system, using the existing gangways per bid specifications. Copies of the IFB may be obtained as of 2/23/11 at no fee from the Harbor Masters Department. Bids are to be sealed and marked:

REPLACEMENT OF EXISTING HARBORMASTER/FISH PIER DOCKS PER BID SPECIFICATION

Bids are to be submitted to the above address no later than Wednesday, March 16, 2011. No Bidder may withdraw his/her bid within thirty (30) days after the bid opening date listed above. The City of Newburyport reserves the right to reject any and all bids, wholly or in part, to accept any bid or part thereof, or take whatever other action that may be deemed necessary to be in the best interest of the Department.

Specification for this are included with Attachment A to this IFB. These Specifications (including Attachment A) shall be applied as minimum requirements and the performance of the furnished equipment may exceed these Specifications. The Bid proposal shall be on the Forms included herein and the proposal bid price shall be a firm price for the completed Installation with all equipment as specified, delivered to the Newburyport Harbor Masters office, Newburyport, MA. The completion date shall be by May 23, 2011 and shall be included in the Bid Proposal along with answers to all the questions listed and all the information requested in Attachment A.

Bid proposals must be accompanied by a Bid Deposit in the form of a Certified Check or a Bid Bond in the amount of (10) percent of the Net Bid price payable to the City of Newburyport. In the event that the Bid proposal is not carried out, the Bid Deposit shall become the property of the Newburyport Harbor Masters Department.

The purpose of Attachment A to this IFB is to describe a replacement Dock System. The unit bid price shall be Net without taxes.

ATTACHMENT A

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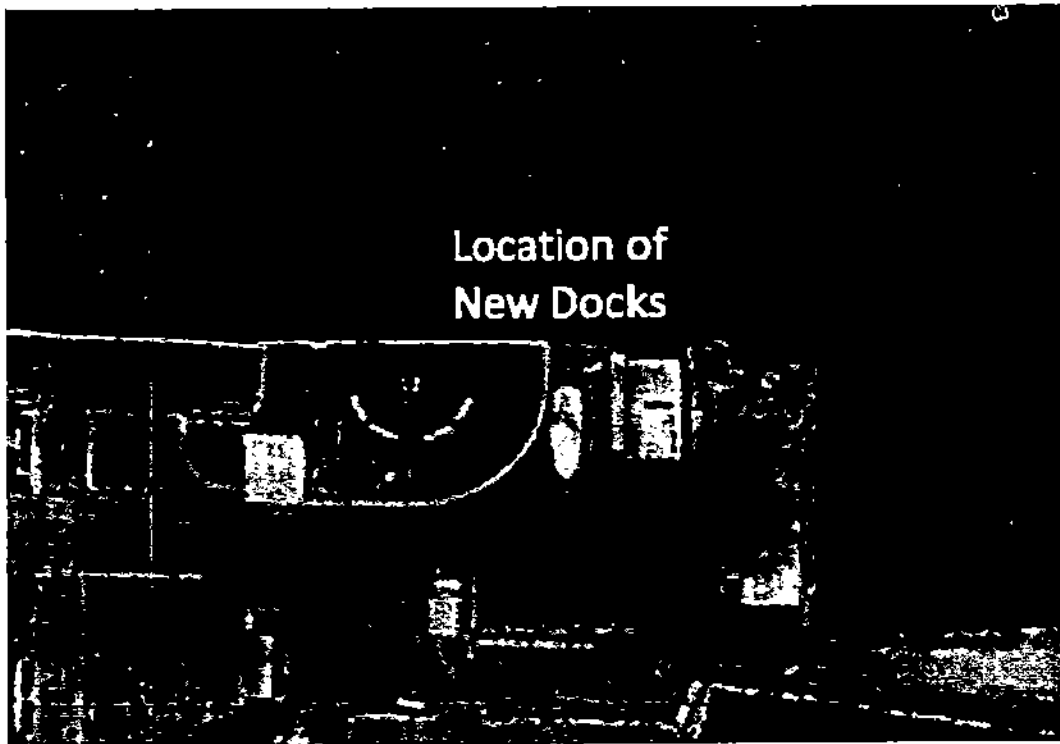
2011 APR -5 P 1:46

VERSION - Jan 23/11

NEWBURYPORT, MASS

HARBOUR AUTHORITY DOCKS





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CLARK'S OFFICE
RYDERT, MA
-5 P 1:46

Location of New Docks

160' Heavy Duty Main Dock (4 x 40' x 10')
8 pcs-Aluminum Strong Arm

Flotation: All flotation used to be Premier float drums. All premier float drums have a 15 year pro-rated warranty against factory defects. Each drum has a roto-molded polyethylene outer shell with a minimum thickness of 3/16". Entire inside of molded shell is foam filled expanded polystyrene core (EPS).

Freeboard – 26- 28" at dead load.

Frame: Exterior frame and joists to be 4"x10" .60 CCA pressure treated

Parallam southern yellow pine engineered beams. Outer skirt boards to be #1 Grade - 2 x 10. Treatment .60 ACQ pt SYP. Interior framing 4"x10" .60 CCA pressure treated southern yellow pine.

Decking: All decking to be 2"x 6 | " SYP – ACQ .60 #. All decking to be fastened with #10 x 3" 316 grade stainless steel screws.

Steel Framing and Fabrication All structural steel framing, connectors, brackets and miscellaneous parts shall be fabricated from A 36 grade steel. All components shall be hot dipped galvanized after fabrication I

accordance to ASTM A 123 with a minimum coating of 2 ounces per square foot shall be applied.

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Hardware: Outside corners will be 3/8" thick hot-dipped galvanized steel.

All inside corners will have a reinforced 1/4" thick backing plate with brace.

All joists will have a 1/4" thick joist stiffener bolted through frame and skirt board.

Bolts, Nuts and Washers: All bolts, nuts and washers shall be A307 or 316 and shall be of sufficient size, shape and length for their intended use. All non stainless fasteners shall be hot dipped galvanized in accordance to ASTM A 123. A minimum coating of 2 ounces per square foot shall be applied.

Connections: Each dock will be connected using two (2) machine engineered rubber block: reaction 119 ton/m. Energy: 4.5 ton m/
Dimensions 7"X8"X10" Steel bracket/hinge pin not acceptable.

Bolts: All bolts for hardware will be 1/2" diameter hot-dipped galvanized carriage bolts.

Fendering: Fendering to be installed on one side of dock only 160' (river side) DB-115 Black D-Shape D-Bore Tapered Commercial Bumper 4.5" x 3.75" x 20'

Cleats: Twelve (12) to be installed. Location to be determined. All cleats shall be 18" malleable cast iron, conforming to ASTM A 47. All cleats to be hot-dipped galvanized and attached with galvanized back-up hardware.

DESIGN LOADING

Vertical Loads

1. Dead loads shall consist of the entire weight of the floating structure, including utilities, ramps, mooring chains and other accessories and appurtenances.
2. Deck surface and structural frame live load shall be equal to 25 PSF applied to the full surface area of the deck.
3. Flotation shall be designed to support the dead load .

4. Freeboard under dead load conditions shall equal ~~26"~~ ^{26" + 1"} CLERK'S OFFICE
NEWBURYPORT, MA
5. Concentrated live load: 400 lbs at any one point on the deck shall not tilt the dock more than six degrees from horizontal. P 1:47
6. Higher live loads may be specified depending on conditions and traffic.

Horizontal loads

1. A uniform horizontal wind loading from any direction shall be calculated at 15 PSF on all projected surfaces, assuming 100% boat occupancy. Craft profile heights shall be determined from Figure 49, page 106, ASCE Report No. 50 revised. Full wind load is to be applied to all unshielded dock and boat profiles and 10% of the wind load is to be applied to each shielded boat profile.
2. Waves: This structure and system shall be designed to withstand storm conditions of up to 1.5 waves on a periodic, but not continual basis.

STRONG ARMS MOORING SYSTEM

The dock system will be held in place by a minimum of eight (8) aluminum pipe strong arms with steel reinforcement bracing in the framing of the dock. The strong arms will operate as four sets of two strong arms each. One end of the aluminum strong arm will be attached to a steel reinforced hinge on the exterior frame of the dock and the opposite end will be attached to a hinge plate/ lug that is welded to a steel plate - 12"x12"x3/4" that is welded to the side of the steel caisson wharf wall.

The strong arms are of sufficient length to keep the docks moored 30ft from the pier - at all tidal ranges - due to rocks along side of the edge wharf.

To minimize lateral movement of the strong arms - each strong arm set will have diagonal stainless 'airline grade' steel cables running from opposite ends of the strong arms. These are to be tensioned on site by the contractor using SS turnbuckles and SS hardware only.

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STRONG ARMS SPECIFICATIONS

2011 APR -5 P 1:47

PIPE - 10" Aluminum Pipe Sch 40 Grade 6061 T6

Cross Cables - ½ Stainless Steel Gr 304 - 6x19 -rating 22,800 lbs

Turnbuckle/Shackles – Appropriate sizes – Stainless Steel

PERFORMANCE

- A. The float system will be occupied by boats from April until October. In the off season the finger sections will be stored ashore.
- B. The floats are intended to be operational for a minimum of 20 years with a normal maintenance and for an extended period with refurbishment.

WARRANTY

The float manufacturer shall provide a warranty against defects and component failure for a period of 3 years from the date of Substantial Completion of the project and shall participate in an annual inspection of the installed system during the warranty period.

SUBMITTALS

List of similar size projects with references.



City of Newburyport
FY 2011
BUDGET TRANSFER REQUEST

Transfer #6
April 11, 2011

RECEIVED
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OFFICE
2011 APR -5 P 1:45

Department: Mayor

Submitted by: Mayor Holaday

Date Submitted: 4/5/2011

Transfer From:

Account Name	Free Cash	YTD Bal:	\$	820,100.85
Account Number:	01-35900	Trans In:	\$	-
Amount:	\$6,300.00	Trans Out:	\$	332,968.15
Why are Funds Available:	<i>Funds are available for any legal purpose with the approval of the Mayor and a majority vote of the City Council.</i>			

Transfer To:

Account Name	Maintenance /Repair Building	YTD Bal:	\$	1,320.11
Account Number:	01129002-52401	Trans In:	\$	-
Amount:	\$6,300.00	Trans Out:	\$	-
Why are Funds Required:	<i>Funds are required to repair the City Hall roof. A recent inspection indicated that the City Hall Roof is in need of repair. See attached.</i>			

Transfer To:

Account Name		YTD Bal:	
Account Number:		Trans In:	
Amount:		Trans Out:	
Why are Funds Required:			

Transfer To:

Account Name		YTD Bal:	
Account Number:		Trans In:	
Amount:		Trans Out:	
Why are Funds Required:			

Donna D. Holaday, Mayor
William B. Squillace, Auditor
City Council Approval: (Stamp)

Donna D. Holaday
William B. Squillace

Date: 4/5/11
Date: 4/5/11



Solution Options

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CITY OF PINK'S OFFICE
NEWBURYPORT, MA

Client: City of Newburyport

Facility: City Hall

Roof Section: Left side Flat Roof Area

2011 APR -5 P 1:46

Repair Options

Solution Option: Repair

Action Year: 1

Estimated Cost: \$400.00

Expected Life (Years): 2

Scope of Work: Purchase single ply repair kit to have on hand for repairs to the rubber roof as they occur.
Stanley was trained on how to make the repairs as they occur.

Restore Options

Solution Option: Restore ☒

Action Year: 2

Estimated Cost: \$6,300.00

Expected Life (Years): 10

Scope of Work: White Knight is a single component urethane liquid waterproofing membrane designed to restore and upgrade the performance of existing rubber roof systems. It is an Energy Star rated system. White Knight is chemical resistant and provides added UV protection which prolongs the life of the roof while helping to maintain internal temperatures and reduce cooling costs. The completed system will add 37 mils of additional waterproof protection to the existing 60 mil thick rubber membrane.

The recommended scope of work is listed below.

- 1) Complete Infrared scan of roof area to determine if there is any wet insulation. Cut out and remove wet insulation. Install new insulation to match existing.
- 2) Power wash the roof with a TSP solution.
- 3) Complete repairs to any split tears or holes in the rubber roof membrane.
- 4) Apply White Knight at the rate of 1 1/2 gallons per 100 linear feet to all seams and embed polyester soft mesh. Apply another coat of White Knight over the mesh.
- 5) After the seams have dried, Apply White knight over the entire roof area including all previously finished seams at the rate of 2 gallons per 100 square feet.

Completed system comes with a ten year warranty.

**APPOINTMENTS
SECOND READING**

APPOINTMENTS - Second Reading-April 11, 2011

Re-Appointments

- | | | | | |
|----|----------------|---------------------|---------------------|----------------|
| 1. | Andrew Casson | 240 Merrimac Street | Harbor Commission | March 31, 2014 |
| 2. | Brian Sullivan | 195 High Street | Board of Registrars | March 31, 2014 |

Appointments

- | | | | | |
|----|-----------------|---------------|-------------------|----------------|
| 3. | Steven D. Hines | 54 Ferry Road | Harbor Commission | March 31, 2014 |
|----|-----------------|---------------|-------------------|----------------|

ORDERS

Order #1
April 11, 2011
(Tabled 3/29/11)

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Date:

March 29, 2011

RESOLUTION

Whereas the Newburyport City Council adopted a Resolution on January 10, 2011 recognizing the importance of residential compost services, and supporting the relocation of the current Crow Lane Compost Facility, as well as the discontinuance of active composting at this site; and

Whereas the Newburyport City Council supports limited operations at the current Crow Lane Compost Facility during 2011 for the collection and transfer of leaves and yard waste, without active composting, pursuant to a revised operating plan adopted by the Newburyport Board of Health declaring 2011 as the final operating year of the facility at its current location;

Now, Therefore, Be It Resolved that the Newburyport City Council hereby declares that the current location of the Crow Lane Compost Facility shall not operate as an active compost site or a transfer station for leaves, yard waste, or other organic material beyond December 31, 2011.

Councillor Brian Derrivan
Councillor Kathleen O'Connor Ives

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Date: April 6, 2011

THAT the City Council hereby authorizes the Mayor to enter into a license agreement to enter and use real property for the purposes of wetlands replication and restoration in accordance with a plan approved by the Newburyport Conservation Commission. Said property is located at 1 Crow Lane, Newburyport as shown on Assessors Map 39 as Lot Number 96-1. Said license agreement is attached hereto, incorporated herewith and marked "Exhibit A".

Councillor Edward C. Cameron

Approve:

Donna D. Holaday, Mayor

Attest:

Richard B. Jones, City Clerk

Date:

Exhibit "A"

**LICENSE TO ENTER AND USE REAL PROPERTY
CULVERT CONSTRUCTION**

RECEIVED
CLERK'S OFFICE
NEWBURYPORT, MA

2011 APR -5 P 3:49

This instrument is a license by and between the Inhabitants of the City of Newburyport, Massachusetts, acting by and through its Mayor ("Licensor") and New Ventures Associates, LLC, a Massachusetts limited liability corporation with a principal place of business at 85-87 Boston Street, Everett, Massachusetts 02149, its employees, agents, contractors and representatives ("Licensee").

Whereas, Licensor is the owner of certain real property consisting of the public way known as Crow Lane in the City, hereinafter referred to as the "Property," and

Whereas, the Licensor is responsible for the care, custody, control and maintenance of said Property; and

Whereas, the Licensee desires to enter upon that portion of the Property in an area deemed suitable to construct, inspect, maintain and repair underground piping and other drainage appurtenances beneath the existing roadway surface as shown on the plan attached hereto, hereinafter referred to as the "Premises," for confining, collecting, treating and discharging stormwater runoff onto an area of property owned by the City and adjacent to the Premises.

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

1. REFERENCE DATA

Date of License: April , 2011

Mailing Address of Licensor: Office of the Mayor
Newburyport City Hall
60 Pleasant Street
Newburyport, MA 01950

Mailing Address of Licensee: New Ventures Associates, LLC
85-87 Boston Street
Everett, MA 02149

Permitted Use: Constructing, inspecting, maintaining and repairing underground piping and other drainage appurtenances beneath the existing Crow Lane roadway surface in an area as shown on the plan attached hereto, hereinafter referred to as the "Premises," for confining, collecting, treating and

discharging stormwater runoff onto an area of property owned by the City and adjacent to the Premises.

Term of License:

Commencing upon the date set forth above and continuing until revoked as set forth in Section 13 herein.

2. RIGHTS APPURTENANT

The Licensee shall have, as appurtenant to the License hereby granted, the non-exclusive use, in common with others entitled thereto, of the Premises for the period of this License and only for the purposes of the Permitted Use defined in Section 1.

3. CONDITION OF PREMISES

Licensee 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.

4. PERMITS

This agreement and all obligations hereunder are specifically dependent upon the issuance to the Licensee of all permits and licenses required to undertake the Permitted Use at the Premises in accordance with all applicable laws, regulations and governmental requirements from those governmental agencies having jurisdiction, and compliance by the Licensee with such permits and licenses.

5. ALTERATION OF THE PROPERTY

Licensee 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 Licensee's rights, immediately after they are disturbed by said Permitted Use.

6. LICENSEE'S EQUIPMENT

Licensee may bring such vehicles and other equipment and materials upon the Premises as would ordinarily be used to undertake the Permitted Use.

7. CONDUCT OF LICENSEE

Non-interference with Licensor's Operations

Licensee shall at all times conduct itself so as not to substantially interfere with the operation of the Property or Premises by the Licensors.

Compliance with Laws

Licensee 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.

Repair of Damage

Licensee shall neither cause nor suffer any waste of the Premises, and shall maintain the Premises in good order at all times. The Licensee's responsibilities shall include the restoration or repair of any and all damage to the Premises or the Property resulting from any act, failure to act or negligence of the Licensee, including repair and restoration of all pavement disturbed in undertaking the Permitted Use.

Sanitation

Licensee shall maintain the Premises in a sanitary condition and shall follow all directions of Licensors with regard to the collection and disposal of refuse or construction debris.

Costs of Operations

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

Operations Limited to Permitted Use

Licensee 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.

8. RISK OF LOSS

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

9. ENVIRONMENTAL

(a) Licensee shall be responsible for compliance with any and all environmental and industrial hygiene laws, including any laws, regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property.

(b) Licensee agrees to hold harmless and indemnify Landlord from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Licensee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the activities conducted by the Licensee on the Premises, unless the environmental conditions are caused by Licensor or third party.

(c) The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of conditions at the Premises or Property or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Section shall survive the expiration or termination of this Agreement.

10. INDEMNIFICATION

Licensee 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 Licensee's exercise of its rights under this license, except to the extent that such damage is caused by the negligent or intentional acts or omissions of Licensor.

11. INSURANCE

The Licensee shall keep in force and be responsible for insurance for personal injury or damage to the Premises or as a result of the exercise by Licensee of the rights granted by this License. The Licensee shall name the Licensor as a named insured.

12. RIGHTS OF LICENSOR TO ENTER

The Licenser reserves the right and the Licensee shall permit the Licenser and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licenser's sole discretion, provided that Licenser's use shall not interfere with Licensee's Permitted Use.

13. TERMINATION

This License is terminable at any time by the Licenser following ninety (90) days notice by certified U.S. Mail, return receipt requested, to the other party. This License shall expire on the date specified in such notice.

14. NO ESTATE CREATED

This License shall not be construed as creating or vesting in Licensee any estate in the Premises or Property or any interest in real property.

15. MISCELLANEOUS

This License may not be modified except in writing, duly executed by both parties.

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.

The Licensee is not authorized to bind or involve the Licenser in any contract or to incur any liability for or on the part of the Licenser; likewise, the Licenser, its employees, agents, contractors or invitees, is not authorized to bind or involve the Licensee in any contract or to incur any liability for or on the part of the Licensee.

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.

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.

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.

This License is to take effect as a sealed instrument.

LICENSOR: CITY OF NEWBURYPORT
By its Mayor

Date

LICENSEE: NEW VENTURES ASSOCIATES, LLC

Authorized Signature

Title

Print Name

Date

422830/NBPT/0032

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Date: April 6, 2011

THAT the City Council hereby authorizes the Mayor to enter into a license agreement to enter and use real property for the purposes of culvert construction, more specifically construction, inspecting, maintaining and repairing underground piping and other drainage appurtenances beneath the way known as Crow Lane, Newburyport, in accordance with a plan referred to as "Premises". Said license agreement with plan is attached hereto, incorporated herewith and marked "Exhibit A".

Councillor Edward C. Cameron

Approve:

Donna D. Holaday, Mayor

Attest:

Richard B. Jones, City Clerk

Date:

Exhibit A¹³

LICENSE TO ENTER AND USE REAL PROPERTY
WETLANDS REPLICATION AND RESTORATION

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2011 APR -5 P 3:49

This instrument is a license by and between the Inhabitants of the City of Newburyport, Massachusetts, acting by and through its Mayor ("Licensor") and New Ventures Associates, LLC, a Massachusetts limited liability corporation with a principal place of business at 85-87 Boston Street, Everett, Massachusetts 02149, its employees, agents, contractors and representatives ("Licensee").

Whereas, Licensor is the owner of certain real property located at 1 Crow Lane in the City, as shown on Assessors Map 39 as Lot Number 96-1, hereinafter referred to as the "Property," and

Whereas, the Licensor is responsible for the care, custody, control and maintenance of said Property; and

Whereas, the Licensee desires to enter upon that portion of the Property in an area deemed suitable to undertake wetlands replication and restoration as shown on the plan attached hereto, hereinafter referred to as the "Premises," in accordance with a plan approved by the Newburyport Conservation Commission.

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

1. REFERENCE DATA

Date of License: April , 2011

Mailing Address of Licensor: Office of the Mayor
Newburyport City Hall
60 Pleasant Street
Newburyport, MA 01950

Mailing Address of Licensee: New Ventures Associates, LLC
85-87 Boston Street
Everett, MA 02149

Permitted Use: Wetlands replication and restoration in accordance
with a plan approved by the Newburyport
Conservation Commission.

Term of License:

Commencing upon the date set forth above and continuing until revoked as set forth in Section 13 herein.

2. RIGHTS APPURTENANT

The Licensee shall have, as appurtenant to the License hereby granted, the non-exclusive use, in common with others entitled thereto, of the Premises for the period of this License and only for the purposes of the Permitted Use defined in Section 1.

3. CONDITION OF PREMISES

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

4. PERMITS

This agreement and all obligations hereunder are specifically dependent upon the issuance to the Licensee of all permits and licenses required to undertake the Permitted Use at the Premises in accordance with all applicable laws, regulations and governmental requirements from those governmental agencies having jurisdiction, and compliance by the Licensee with such permits and licenses.

5. ALTERATION OF THE PROPERTY

Licensee 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 Licensee's rights, immediately after they are disturbed by said Permitted Use.

6. LICENSEE'S EQUIPMENT

Licensee may bring such vehicles and other equipment and materials upon the Premises as would ordinarily be used to undertake the Permitted Use.

7. CONDUCT OF LICENSEE

Non-interference with Licensors's Operations

Licensee shall at all times conduct itself so as not to interfere with the operation of the Property or Premises by the Licensors.

Compliance with Laws

Licensee 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.

Repair of Damage

Licensee shall neither cause nor suffer any waste of the Premises, and shall maintain the Premises in good order at all times. The Licensee's responsibilities shall include the restoration or repair of any and all damage to the Premises or the Property resulting from any act, failure to act or negligence of the Licensee.

Sanitation

Licensee shall maintain the Premises in a sanitary condition and shall follow all directions of Licensor with regard to the collection and disposal of refuse or construction debris.

Costs of Operations

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

Operations Limited to Permitted Use

Licensee 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.

8. RISK OF LOSS

Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to Licensee for any injury or death to persons or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, 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.

9. ENVIRONMENTAL

(a) Licensee shall be responsible for compliance with any and all environmental and industrial hygiene laws, including any laws, regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property.

(b) Licensee agrees to hold harmless and indemnify Landlord from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Licensee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the activities conducted by the Licensee on the Premises, unless the environmental conditions are caused by Licensor or third party.

(c) The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of conditions at the Premises or Property or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Section shall survive the expiration or termination of this Agreement.

10. INDEMNIFICATION

Licensee 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 Licensee's exercise of its rights under this license, except to the extent that such damage is caused by the negligent or intentional acts or omissions of Licensor.

11. INSURANCE

The Licensee shall keep in force and be responsible for insurance for personal injury or damage to the Premises or as a result of the exercise by Licensee of the rights granted by this License. The Licensee shall name the Licensor as a named insured.

12. RIGHTS OF LICENSOR TO ENTER

The Licensor reserves the right and the Licensee shall permit the Licensor and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licensor's sole discretion, provided that Licensor's use shall not interfere with Licensee's Permitted Use.

13. TERMINATION

This License is terminable at any time by the Licensor following ninety (90) days notice by certified U.S. Mail, return receipt requested, to the other party. This License shall expire on the date specified in such notice.

14. NO ESTATE CREATED

This License shall not be construed as creating or vesting in Licensee any estate in the Premises or Property or any interest in real property.

15. MISCELLANEOUS

This License may not be modified except in writing, duly executed by both parties.

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.

The Licensee 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 Licensee in any contract or to incur any liability for or on the part of the Licensee.

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.

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.

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.

This License is to take effect as a sealed instrument.

LICENSOR: CITY OF NEWBURYPORT
By its Mayor

Date

LICENSEE: NEW VENTURES ASSOCIATES, LLC

Authorized Signature Title

Print Name Date

422832/NBPT/0032



CITY OF NEWBURYPORT
CONSERVATION COMMISSION
60 PLEASANT STREET
NEWBURYPORT, MA 01950
978-465-4462

January 20, 2011

Re: Restoration of Vernal Pool and Replication of Wetlands on Crow Lane

Dear City Councilors:

We are submitting this letter in support of the proposed restoration of the vernal pool off of Crow Lane and the replication of approximately 5,000 square feet of wetlands on the city-owned parcel across from the landfill. As the Council may know, the restoration and replication is being performed as mitigation for altering 4,778 square feet of wetlands due to the change in design of the berm from the original MSE berm to an earthen berm with a more gradual slope.

Last July, New Ventures submitted draft plans to the Conservation Commission for the new berm design along with proposed replication areas that were located on the northern side of the landfill. Several commission members along with our wetlands consultant, Marc Jacobs, representatives from DEP, the City and New Ventures conducted a site visit to better understand the location of the proposed mitigation and the areas of wetlands affected by the new berm design.

Commission members noted that the wetlands north of the landfill were dense with Phragmites (a particularly aggressive invasive species) and that the proposed replication area would not only remove an upland area in the vicinity of the wetlands, but that wetlands replication in this location would have a poor chance of success.

At the following Conservation Commission meeting, Marc Jacobs presented his report on the proposed plan. Mr. Jacobs noted that replication in this area would most likely require disturbance of more than 5,000 square feet of wetlands (for access) and that the proposed area was "linear in nature...which has little value [as a wetland] and is not encouraged by DEP." Commission members concurred that mitigation in this location would most likely become overrun with Phragmites and that it would result in the loss of a small portion of uplands which could be detrimental to wildlife. One of the Commission members, Steve Moore, expressed interest in focusing restoration efforts on the vernal pool located south of Crow Lane which has been one of the areas of concern for the Commission throughout the landfill closure with New Ventures.

After careful consideration, discussion and advice from Mr. Jacobs, the Commission decided that the vernal pool should be restored and that the replication should take place on city property because of its likelihood of success (it abuts existing wetlands). It also offers easy access though an old road bed and would require the least disturbance to existing vegetation and trees. Mr. Jacobs noted that this parcel appears to have been filled in spots - most likely performed years ago and presents many opportunities for wetland restoration and replication.

The Commissions' goal is to support the option that is in the best interests of the vernal pool habitat and wetlands. We hope that the Newburyport City Council will vote to allow the use of restoration and replication of these valuable natural resource areas on this city parcel.

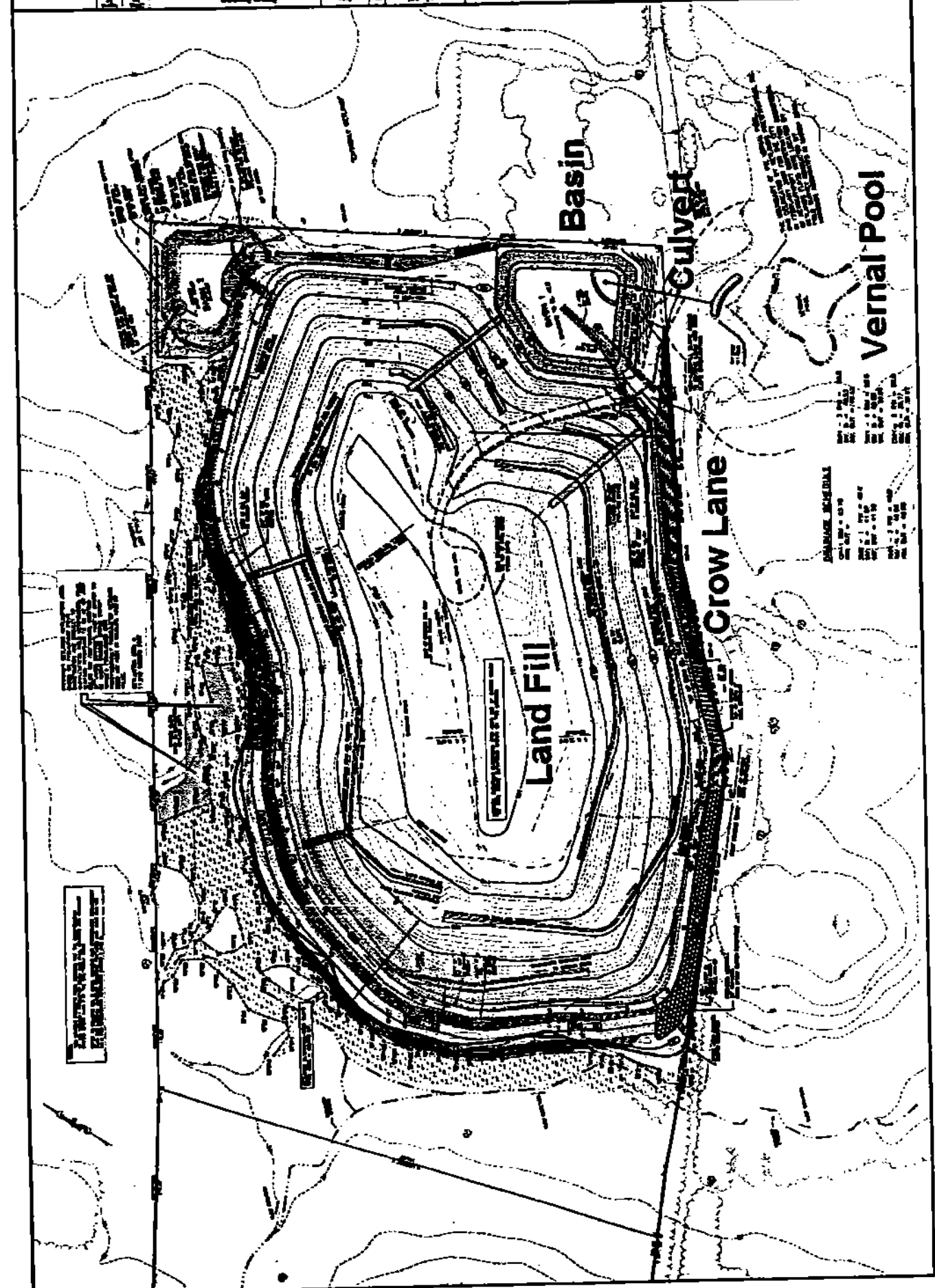
Respectfully Submitted,

The Undersigned Members of the Newburyport Conservation Commission

Paul A. Hardy
Stephen J. Moore
Janell [Signature]

[Signature]
[Signature]
[Signature]

cc: Mayor Donna Holaday
Andy Port, Planning and Development Director
Bob Bracey, Director of Public Health
Marc Jacobs, Wetlands and Soil Scientist



ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Date:

March 29, 2011

AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED TRAFFIC AND MOTOR VEHICLES

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 13-180	Resident Parking

Amend (g) (2): by deleting the following streets or portions thereof from Zone 1

- a) Titcomb Street, both sides from the way known as Brown Square to Washington Street
- b) Cherry Street
- c) Hill Street
- d) Bricher Street

Amend (g) (2): by adding the following streets or portions thereof to Zone 2

- a) Titcomb Street, both sides from the way known as Brown Square to Washington Street
- b) Cherry Street
- c) Hill Street
- d) Bricher Street

Councillor Robert J. Cronin

In City Council March 29, 2011:

Councillor Cronin motioned to waive the Council Rules and to approve on the first reading and to order the City Clerk to publish. Seconded by Councillor Jones. 11 yes, so voted.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Date:

April 11, 2011

AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED
ANIMALS

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

Chapter 3 Animals
Article 2 Dogs
Section 3-26 Leash required

Add:

(d) Notwithstanding the provisions of subsection (a), for the seven (7) months following the effective date of this subsection, dogs are allowed off leash at Cashman Park, Moseley Woods, and March's Hill, subject to the exclusions and restrictions, off leash hours, and seasonal restrictions set forth in the following Table of Designated Off Leash Areas and subject to the Rules set forth in subsection (e), respectively, below.

Table of Designated Off Leash Areas			
Designated off leash area	Exclusions and restrictions	Off leash hours	Seasonal restrictions
Cashman Park	Excluding: playground, basketball court, tennis court, baseball field & soccer field and walkways	7:30 a.m. – 9:00 a.m. and 4:00 p.m. – 7:00 p.m.	Year round
Moseley Woods	Excluding: playground, pavilion & picnic areas	7:30 a.m. – 10:30 a.m. and 4:00 p.m. – 7:00 p.m.	Year round

March's Hill	Excluding: basketball court	7:30 a.m. - 10:30 a.m. and 4:00 p.m. - 7:00 p.m.	No off leash dogs allowed at times when children are sledding
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(e) The following Rules apply to the use of Designated Off Leash Areas:

Owners, per the below Rules, define persons with direct care, custody, and control of a dog while in a designated off leash area.

- (1) Dogs must be licensed and vaccinated as required by applicable law and ordinance (this is the case for both leashed and off leash dogs) and have no contagious conditions, diseases or parasites.**
- (2) Dogs must be leashed when entering and when exiting a designated off leash area.**
- (3) Dogs with a history of dangerous or aggressive behavior, e.g. history of dog fights or aggression toward people as determined by the Animal Control Officer, are prohibited from designated off leash areas during designated off leash times.**
- (4) Dogs younger than four months of age are not allowed off leash as all inoculations are incomplete at this age.**
- (5) Intact unleashed male dogs must be supervised closely and immediately removed or leashed if interfering with other dogs.**
- (6) Female dogs in season/heat are not allowed off leash in designated off leash areas.**
- (7) Owners must immediately remove from designated off leash areas dogs who are exhibiting aggressive behavior towards people, other dogs or wildlife.**
- (8) While in designated off leash areas, owners must remain with and monitor their dogs.**
- (9) Owners must carry a leash, one leash per dog is required.**
- (10) Owners must have in their possession an adequate number of bags, or other appropriate device, e.g. a pooper scooper, in their possession for removal of their dogs' waste.**
- (11) Owners must clean up after their dogs, owners who fail to do so are subject to a fine in accordance with applicable law and ordinances. This is the case for both leashed and off leash dogs.**
- (12) No digging is allowed. Owners must fill in any holes dug by their dogs.**
- (13) No owner shall have more than two unleashed dogs in a designated off leash area at any one time.**
- (14) Off leash dogs are not allowed in playgrounds, tennis courts, basketball courts and athletic fields.**
- (15) Owners in violation of above Rules shall be subject to a fine of fifty dollars (\$50.00).**

Councillor Ari B. Herzog

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Date:

April 11, 2011

AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED BOATS, DOCKS AND WATERWAYS.

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

Chapter 4 **Boats, Docks and Waterways**
Article II **Harbor**
Section **4-100 Cashman Park Launching Ramp, Parking Facility and Pier**

DELETE 4 – 100 (b)

ADD NEW

Fees.

- (1) Fees shall be established by the harbor commission for the daily launching of vessels, seasonal launch of vessels, and the commercial launch of vessels pursuant to section 4-73
- (2) Commercial permits and seasonal passes shall be available through the harbormaster department
- (3) Payment for daily launching of vessels may be made through the attendant on duty or the pay and display kiosk located at the ramp
- (4) Vehicles parked in designated boat trailer parking spaces must display proof of payment on vehicle.

Amend Sec. 4 – 73 by adding the following:

- (f) **Cashman Park boat ramp**
 - (1) The fee for launching a vessel at the Cashman Park boat ramp shall be established by the Harbor Commission with City Council approval
 - (2) In lieu of single use payment a season pass may be purchased through the Harbormaster.

Councillor Robert B. Cronin