CITY COUNCIL MEETING AGENDA - VERSION 1
August 12, 2013

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**
   July 8, 2013 (Approve)

7. **TRANSFERS**
   1. Auditor Ins Claims Rsv App $5,441.73 to Fire Veh. Maint. $1,000, to Water Veh. Maint. $3,271.73, to Tree Comm. $1,170 (Approve)
   2. Health Recycl & Energy $17,500 to Hshold Haz Waste $7,500, to Chipper Service $10,000 (Approve)

8. **COMMUNICATIONS**
   1. Society of St. Vincent de Paul "Walk for the Poor" Sept. 28, 2013 (PS)
   2. Knights of Columbus Annual Tootsie Roll Drive Oct. 12, 2013 (Approve)
   3. The Grog letter requesting Loading Zone and No Parking signs (PS)
   4. Block Party Seth Miles Hawthorne Rd between Marquand and Newhall Aug. 24, 2013 (Approve)
   5. Block Party Lyra Engel Otis Place from Garden St to dead end Sept. 7, 2013 (Approve)
   6. Election Calendar Revision (Approve)
   7. New Outdoor Seating Application Atomic Coffee at 52 & 56 State Street (PS)
   8. Alzheimer's Association Boot Drive Sat. Aug. 31, 2013 at State and High Streets (Approve)
   9. Intermunicipal Agreement for Veteran's Services (Gen Gov't)
   10. Intermunicipal Agreement for Animal Control Services (Gen Gov't)

9. **APPOINTMENTS - First Reading**

Appointment

1. Paul D. Bertrand	1 Moseley Place	Newburyport Trust Fd Comm	July 1, 2016
2. Jennifer Wilson	11 Center Street	Cultural Council	August 30, 2016
3. Ellen Burke Hart	8 Harrison Street	Cultural Council	August 30, 2016

Re-Appointment

4. Justin Dutcher	45A Washington St.	Harbor Commission	September 1, 2015
5. James Cassidy	72 Spring Street	Sealer of Weights and Measures	

END OF CONSENT AGENDA

REGULAR AGENDA

10. **COMMUNICATIONS**
    11. WNBP Radio Annual Classic Car and Doo Wop concert Aug. 15, 2013

11. **APPOINTMENTS - Second Reading**

Appointment

6. Paul Hogg	4 Coltin Dr.	Newburyport Shellfish Constable	July 1, 2016

Re-Appointment

7. Maurice Southworth	12 Fruit St.	Fruit St. Local Historic Dist. Study Comm.	May 1, 2016
8. Donna Scott	4 Strong St.	Comm. For Diversity and Tolerance	May 31, 2016

9. Jeanine T. Murphy 10 Plummer Ave. Atkinson Common Comm. March 30, 2016

12. ORDERS

1. Amend the City Council Rules
2. Branding of City name
3. Sewer Commission revise 1997 policy second meters
4. Drain Layer/Utility Contractor K&R Construction Company
5. Creating new Regional Veteran's Services' District
6. Shellfish Management

13. ORDINANCES

1. Amend Ch. 13-179 Handicapped Parking Boardman Street

14. COMMITTEE ITEMS

Budget & Finance

In Committee:

1. Amend ORD Sec. 2-392 Interest on Water and Sewer Bills **05/28/2013*
2. Community Preservation Committee FY14 Appropriations **06/10/2013*

General Government

In Committee:

1. Campaign Finance Reports – Municipal Forms website posting **05/14/2012*
2. Amend ORD Sec. 2-30 Performance of duties of mayor upon absence, disability **05/28/2013*
3. Amend ORD Sec. 2-29 Special Meetings **05/28/2013*
4. Amend ORD Sec. 2-62 Residency requirement **05/28/2013*
5. Amend ORD Sec. 2-126 Salary of elected officials **05/28/2013*
6. Amend ORD Sec. 2-128 Departmental records to be kept; employee records **05/28/2013*
7. Amend ORD Sec. 5-42 Term of office **05/28/2013*
8. Amend ORD Sec. 2-273 Removal for cause **05/28/2013*

Joint Education

In Committee:

1. Letter regarding World War II Memorial Stadium **10/23/2012*
2. NHS Baseball Alumni Assoc. re loss of baseball field **11/26/2012*

License & Permits

In Committee:

1. Seacoast Taxi – Taxi Company License Renewal **06/24/2013*
2. Outdoor Seating Ceia Kitchen & Bar 38 State Street **06/24/2013*
3. Outdoor Seating Brine 25 State Street **06/24/2013*

Neighborhoods & City Services

In Committee:

1. Amend Ord. 3-27 Animals, dogs, Licensing of dogs and kennels **06/25/2012*
2. Letter re naming park bench in memory of Mayor George H. Lawler **04/08/2013*
3. Request for removal of Storey Ave. Signage **06/24/2013*

Planning & Development

In Committee:

1. Order Cushing Park land transfer to Mayor for Municipal Parking **06/25/2012*
2. Request for Discontinuance of Westerly Side of Harnch's Way **11/13/2012*
3. 2013 Demolition Delay **03/26/2013*

Public Safety

In Committee:

1. Amend Ord. 10-9 Miscellaneous offenses – use or consumption of marijuana **11/28/2011*
2. Amend Ord. 13-180 Parking Resident Harris St. **01/30/2012*
3. Community Giving Tree of Boxford donation box **04/30/2012*
4. Order Yankee Homecoming Parade **06/25/2012*
5. Parking, Russell Terrace, No Parking, 50 feet from Storey Ave **08/27/2012*

6. ORD Ch. 2 Sec.358 Fingerprint Criminal History Checks *09/24/2012
7. Letter regarding speeding traffic on Turkey Hill Road *04/29/2013
8. Amend Sec. 13-176.1 30 minutes High St. from Ashland St. and west *04/29/2013
9. Amend ORD Sec. 13-121 One way streets add Court St. *05/28/2013
10. Amend ORD Ch 13 Ar. IV Div. 4 Sec. 13-136 Stop Intersection Goodwin Ave *06/10/2013
11. Newburyport River Run ½ Marathon and Relay June 1, 2014 *06/24/2013
12. Amend ORD Ch 13 Ar. IV Div. 6 Sec. 13-174 Parking Hale St. *06/24/2013
13. Amend ORD Ch 13 Ar. IV Div. 6 Sec. 13-80 Parking Otis Place *06/24/2013

Public Utilities

In Committee:

1. Resolution Special Legislation to create Board of Water and Sewer Commissioners *06/10/2013

15. GOOD OF THE ORDER

16. ADJOURNMENT

CONSENT AGENDA

CITY COUNCIL MEETING MINUTES - VERSION 1
July 8, 2013

7:30PM

Council President O'Brien called the meeting to order at 7:39 pm. A moment of silence was held. This was 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, Jones and Sullivan. 11 present.

1. **LATE FILES –** None.

2. **PUBLIC COMMENT –**
   1. Pam Palombo 14 Horton Street Shingles Program

CONSENT AGENDA

3. **APPROVAL OF MINUTES**
   June 24, 2013 (Approved)

4. **COMMUNICATIONS**
   1. Newburyport Chamber Music Festival Aug. 13, 2013 (License & Permits)

Removed by Councillor Earls.

   2. Block Party Melissa Duncan Aug. 3, 2013, Dove & Monroe, Dove & Merrimac (Approve)
   3. Block Party Lynne Murray Aug. 10, 2013, 54th Street at Northern Boulevard (Approve)
   4. Block Party Donna Riley, Aug. 3, 2013, Howard between Woodland & Butler (Approve)
   5. Exchange Club use of Market Square July 27, August 10 and August 24, 2013 (Approve)

5. **APPOINTMENTS - First Reading**

Appointment

1. Paul Hogg	4 Coltin Dr.	Newburyport Shellfish Constable	July 1, 2016

Re-Appointment

2. Maurice Southworth	12 Fruit St.	Fruit St. Local Historic Dist. Study Comm.	May 1, 2016
3. Donna Scott	4 Strong St.	Comm. For Diversity and Tolerance	May 31, 2016
4. Jeanine T. Murphy	10 Plummer Ave.	Atkinson Common Comm.	March 30, 2016

END OF CONSENT AGENDA

Motion to approve the Consent Agenda as amended by Councillor Jones, seconded by Councillor Earls. So voted.

REGULAR AGENDA

6. **COMMUNICATIONS**
   1. Newburyport Chamber Music Festival Aug. 13, 2013

Motion to approve by Councillor Earls, seconded by Councillor Jones. So voted.

7. **TRANSFERS**
   1. Harbormaster Retained Earnings $25,000 to Capital Project Acct $25,000

Motion to approve by Councillor Connell, seconded by Councillor Derrivan. So voted.

8. **APPOINTMENTS - Second Reading**

Re-Appointment

5. Mary Casey	58 Bromfield Street	Conservation Commission	May 31, 2016

Motion to approve by Councillor Cameron, seconded by Councillor Derrivan. Roll call vote, 11 yes. So voted.

9. **ORDERS**
   1. Acceptance of $1,700 gift from the Swasey Fund, Inc.

Motion to approve by Councillor Derrivan, seconded by Councillor Cameron. So voted.

2. Re-authorization of Revolving Funds in accordance with MGL Ch 44 sec 53E ½

Motion to approve by Councillor Earls, seconded by Councillor Jones. So voted.

10. COMMITTEE ITEMS

Budget & Finance

In Committee:

1. Mid-Year Report
2. Amend ORD Sec. 2-392 Interest on Water and Sewer Bills **05/28/2013*
3. Community Preservation Committee FY14 Appropriations **06/10/2013*
4. Mayor/Yth Svcs Gen Fd Free Cash $62,500 to Yth Svcs Kelly Sch Exp $35,000, to Gen Admin Elec Maint. $7,500 **06/24/2013*

Motion to remove $35,000 by Councillor Cameron, seconded by Councillor Derrivan. So voted. Motion to receive and file $35,000 by Councillor Cameron, seconded by Councillor Cronin. So voted. Motion to remove $7,500 by Councillor Cameron, seconded by Councillor Herzog. So voted. Motion to approve $7,500 by Councillor Cameron, seconded by Councillor Cronin. 10 yes, 1 no (Jones), so voted.

General Government

In Committee:

1. Campaign Finance Reports – Municipal Forms website posting **05/14/2012*
2. Amend ORD Sec. 2-30 Performance of duties of mayor upon absence, disability **05/28/2013*
3. Amend ORD Sec. 2-29 Special Meetings **05/28/2013*
4. Amend ORD Sec. 2-62 Residency requirement **05/28/2013*
5. Amend ORD Sec. 2-126 Salary of elected officials **05/28/2013*
6. Amend ORD Sec. 2-128 Departmental records to be kept; employee records **05/28/2013*
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In Committee:

1. Letter regarding World War II Memorial Stadium **10/23/2012*
2. NHS Baseball Alumni Assoc. re loss of baseball field **11/26/2012*

License & Permits

In Committee:

1. Seacoast Taxi – Taxi Company License Renewal **06/24/2013*
2. Outdoor Seating Ceia Kitchen & Bar 38 State Street **06/24/2013*
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Neighborhoods & City Services

In Committee:

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2. Letter re naming park bench in memory of Mayor George H. Lawler **04/08/2013*
3. Request for removal of Storey Ave. Signage

Planning & Development

In Committee:

1. Order Cushing Park land transfer to Mayor for Municipal Parking **06/25/2012*
2. Request for Discontinuance of Westerly Side of Harnch's Way **11/13/2012*
3. Open Space & Recreation Plan Update – Final Plan **03/26/2013*

Motion to remove by Councillor Jones, seconded by Councillor Derrivan. So voted. Motion to Receive and File by Councillor Jones, seconded by Councillor Derrivan. So voted.

4. 2013 Demolition Delay **03/26/2013*
5. Mayor/Planning Insurance 32-B $281,250 to Planning & Dev Prof Serv $281,250 **06/24/2013*

Motion to remove by Councillor Jones, seconded by Councillor Derrivan. So voted. Motion to approve as amended with new account # 2698-421-10400 Cap. Proj. Acct. by Councillor Jones, seconded by Councillor Earls. So voted.

Public Safety

In Committee:

1. Amend Ord. 10-9 Miscellaneous offenses – use or consumption of marijuana **11/28/2011*
2. Amend Ord. 13-180 Parking Resident Harris St. **01/30/2012*
3. Community Giving Tree of Boxford donation box **04/30/2012*
4. Order Yankee Homecoming Parade **06/25/2012*
5. Parking, Russell Terrace, No Parking, 50 feet from Storey Ave **08/27/2012*
6. ORD Ch. 2 Sec.358 Fingerprint Criminal History Checks **09/24/2012*
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8. Amend Sec. 13-176.1 30 minutes High St. from Ashland St. and west **04/29/2013*
9. Amend ORD Sec. 13-121 One way streets add Court St. **05/28/2013*
10. Amend ORD Ch 13 Ar. IV Div. 4 Sec. 13-136 Stop Intersection Goodwin Ave **06/10/2013*
11. Newburyport River Run ½ Marathon and Relay June 1, 2014 **06/24/2013*
12. Block Party, Jamie Chabot, August 3, 2013, Congress St. (Buck to Olive) **06/24/2013*
13. Amend ORD Ch 13 Ar. IV Div. 6 Sec. 13-174 Parking Hale St. **06/24/2013*
14. Amend ORD Ch 13 Ar. IV Div. 6 Sec. 13-80 Parking Otis Place **06/24/2013*

Public Utilities

Councillor Herzog announced that a meeting will be held July 10, 2013 at 6pm at the Sewer Plant to discuss the merger of the sewer and water departments.

In Committee:

1. Resolution Special Legislation to create Board of Water and Sewer Commissioners **06/10/2013*

11. GOOD OF THE ORDER

Councillor Cronin announced that the Public Safety committee and Committee of the Whole will hold a meeting on July 11, 2013 at 7pm to discuss Court Street and other committee items.

Councillor Cronin motioned to suspend the rules and allow the Congress Street Block Party, seconded by Councillor Derrivan. Roll call vote, 11 yes. Point of parliamentary procedure that the item should have been listed on the agenda in the Public Safety Committee items. Motion to approve by Councillor Cronin, seconded by Councillor Cameron. Roll call vote, 11 yes. So voted.

The Clerk called for a confirmatory vote on the calendar voted on January 14, 2013 with 1 meeting in July and 1 meeting in August. Motion by Councillor Cameron, seconded by Councillor Cronin. 10 yes, 1 no (Earls).

Motion to have a meeting August 26, 2013 by Councillor Derrivan, seconded by Councillor Herzog. 4 yes, (Derrivan, Earls, Herzog, Jones), 7 no. Motion failed.

12. ADJOURNMENT

Motion to adjourn at 8:11pm by Councillor Derrivan, seconded by Councillor Jones. Roll call vote, 11 yes.

TRANSFERS

Transfer #1
Aug. 12, 2013

City of Newburyport
FY 2014
BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2013 AUG -6 P 2:44

Department: Auditor

Submitted by: William Squillace, Finance Dir. **Date :** 8/6/2013

Transfer From:

Account Name	Insurance Claims-RSV APP	YTD Bal:	$ 36,462.56
Account Number:	2741-10400	Trans In:	$ -
Amount:	$5,441.73	Trans Out:	$ -

Why are Funds Available: *This is a revenue account used to deposit funds received from insurance companies for covered insurance losses, insurance settlements, and deductible payments. Transfer from RSV APP accounts require approval of the Mayor and City Council and is the standard method of moving the funds to a General Fund expenditure account.*

Transfer To:

Account Name	Fire - Vehicle Maint.	YTD Bal:	$ 39,806.39
Account Number:	01220002-52403	Trans In:	$ -
Amount:	$1,000.00	Trans Out:	$ -

Why are Funds Required: *Funds are required to repair a Fire Dept vehicle that was involved in a hit-and-run accident. Damage was estimated at $1,000, which is the deductible amount.However,paying for the damage ourselves does not impact our insurance rating.*

Transfer To:

Account Name	Water - Vehicle Maint.	YTD Bal:	$ 18,200.00
Account Number:	60450002-52403	Trans In:	$ -
Amount:	$3,271.73	Trans Out:	$ -

Why are Funds Required: *Funds are required to repair a Water Dept excavator that was involved in a hit-and -run accident. The City has received $2,271.73 from the insurance co. which is $1,000 less than the repair cost. The $1,000 is the City deductible.*

Transfer To:

Account Name	Tree Commission	YTD Bal:	$ 9,287.10
Account Number:	2929-49700	Trans In:	$ -
Amount:	$1,170.00	Trans Out:	$ -

Why are Funds Required: *The City received funds from a contractor for damage done to trees. This transfer will move the funds into the Tree Commission Account where it will be used for purposes associated with the replacement and maintenance of trees.*

Donna D. Holaday, Mayor — Donna D. Holaday — Date: 8/6/13
William B. Squillace, Auditor — Date: 8/6/13
City Council Approval: (Stamp)

Transfer #2
Aug. 12, 2013

City of Newburyport
FY 2014
BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2013 AUG -6 P 2:44

Department: Health- Recycling and Energy
Submitted by: Molly Ettenborough **Date Submitted:** 7/30/2013

Transfer From:

Account Name	RSV- APP Solid Waste Fee	YTD Bal:	$ 231,752.74
Account Number:	2747-000-519-59600	Trans In:	$ -
Amount:	$17,500.00	Trans Out:	$ -
Why are Funds Available:	*Funded through compost sticker fees and recycling rebate.*		

This transfer is the standard method for moving funds from Reserve for Appropriations accounts.

Transfer To:

Account Name	Household Hazardous Waste	YTD Bal:	$ -
Account Number:	001-500-510-00-002-00000-53424	Trans In:	$ -
Amount:	$7,500.00	Trans Out:	$ -
Why are Funds Required:	To fund hazardous waste removal and disposal.		

This account is funded by Solid Waste Reserve for Approprations.

Transfer To:

Account Name	Chipper Service	YTD Bal:	$ -
Account Number:	01510002-52813	Trans In:	$ -
Amount:	$10,000.00	Trans Out:	$ -
Why are Funds Required:	*To fund estimated costs for yard waste removal.*		

This account is funded by Solid Waste Reserve for Appropriations.

Transfer To:

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

Donna D. Holaday, Mayor — Donna D Holaday — Date: 8/6/13
William B. Squillace, Auditor — [signature] — Date: 8/6/13
City Council Approval: (Stamp)

COMMUNICATIONS

Communication #1
Aug. 12, 2013

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2013 JUL -3 P 2:56

The Society of St. Vincent de Paul
Immaculate Conception Parish
42 Green Street
Newburyport, MA 01950
Tel # 978-518-0728

July 3, 2013

City Council
City Hall
Newburyport, MA 01950

Council President:

We are seeking permission to hold a "Walk for the Poor" on Saturday, September 28, 2013. The walk is sponsored by the local Society of St. Vincent de Paul that helps anyone in the local area who finds themself in immediate financial need. We supply help such as: food cards, gas cards, assistance with rent & utility bills, finding shelter for suddenly homeless people. There are many people in our area that are in desperate need of assistance. We do our best to help those who seek our assistance. We raise money through events such as this and private donations. The need is great and the resources are few. The walk will begin at 9:00 am and end about 11:00 am. There should be no more than 200 walkers probably less.

The route is 4K or 2.5 miles as follows:
Start in IC parking lot; up Court St.; turn right on High St., to Broad St.; take right on Broad down to Merrimac ; take right on Merrimac St. to State St.; up State; take right on High St; then turn right on Green St. to Washington St.; take Left on Washington St.; back to IC parking lot.

Thank you for your consideration in this matter.

Jan Kolman,
Walk Coordinator

Contact person: Jan Kolman, Walk Coordinator
Home 978-462-3339, cell 978-270-5128
E-Mail jmknana@verizon.net

WALK 4 THE POOR

Come join us to fight poverty in our community

Immaculate Conception Parish

Society of St. Vincent de Paul

When: Saturday – September 28, 2013
Registration: 8:15 – 9 am
Start time: 9:00 am
Distance 4K (2.5 miles)
Where: Walk begins in the Immaculate Conception parking lot behind the school
Who: Kids birth to 100 (kids under 12 must be accompanied by an adult)

If you talk the talk, you need to walk the walk

Newburyport, Newbury, West Newbury

Register to walk or make a pledge online: Press "Ctrl & Click" to follow the link below

Friends of the Poor Walk 2013

Communication #2
Aug. 12, 2013

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2013 JUL 11 A 9:33

NEWBURYPORT COUNCIL NO. 231
P. O. BOX 1028
NEWBURYPORT, MA 01950

JULY 10th 2013

Mr. Richard Jones,
Newburyport City Council
City Hall
60 Pleasant St.
Newburyport, MA 01950

Dear Sir,

The Knights of Columbus Council 231 of Newburyport respectfully requests permission to conduct its annual Tootsie Roll fund raiser (Tootsie Roll Drive) on Saturday, October 12th 2013 at the intersection of State Street and High Street from 8:00 a.m. to 2.00 p.m…In case of inclement weather, the Knights of Columbus also request permission to conduct this fund raiser on the following weekend, October 19th as an alternative date.

The Knights has held this event at this intersection for many years and the location is critical for its success. The funds raised are directed to help children with physical and mental challenges.

If you have any questions or there is a problem with the requested dates, please contact me at 978 462 3652. The Knights of Columbus would like to thank you and the other members of the City Council in advance for your continued support of this worthwhile event.

Sincerely,

Frank D Ventura
Deputy Grand Knight

THE GROG RESTAURANT

13 Middle St. Newburyport, MA 01950
Phone: 978-465-8008 Fax:978-465-8700 Email: specialevents@thegrog.com

Communication #3
Aug. 12, 2013

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2013 JUL 29 P 3:33

DPW—To whom it may concern,

I would like to have a loading zone designated by painted lines and no parking signs placed in front of our loading dock and dumpster located behind our building on Liberty St. Cars routinely park in front of our dumpster hindering removal of trash and delivery of products to our loading area, as large trucks cannot back in if a car is parked in front of our dumpster (the angle is too tight). Please let me know if and when this can be done, with Yankee Homecoming only a week away it would be nice to get our trash removed and deliveries in a timely manner. Please feel free to call me with any questions, my cell phone number is 978-407-2694.

Thank You,

William Nichelmann, G.M.

CC: Bob Bracey Director Of Public Health

7/22

Mr. Bracey,
If you could get a copy of this to D.P.W and ask them to do this quickly as it is a weekly issue. I get charged when I have to call Cusella Waste back because they can't get to our dumpster.
Thanks, Bill

Communication #4
Aug. 12, 2013

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2013 JUL -3 A 10: 55

CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

BLOCK PARTY APPLICATION

Please fill out the application below and obtain the approving signatures for the street closure. Mail or drop off the completed signed application at: City Clerk's Office, City Hall, 60 Pleasant St., Newburyport, MA 01950 **at least 8 business days prior to** a City Council meeting. The requested Block Party needs approval by the City Council. For any questions, please contact The City Clerk's Office at (978)465-4407.

DATE OF REQUEST: 6/6/2013

CONTACT INFORMATION

FIRST AND LAST NAME: Seth Miles

MAILING ADDRESS: 10 Marquand Lane

PHONE NUMBER: 978-462-1151

E-MAIL ADDRESS: S_miles34@hotmail.com
(_ underscore)

BLOCK PARTY INFORMATION

BLOCK PARTY DATE: Aug 24, 2013

DESIRED STREET CLOSING LOCATION: Hawthorne Rd, between Marquand & Newhall
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: Hawthorne @ Marquand, Hawthorne @ Newhall

DESIRED STREET CLOSING TIME: 10am 10pm
Block Parties should run no later than 10:00 p.m.

REGULATIONS

By signing, I agree that I am a legal adult 18 years of age or older and understand this permit does not release me of any liability for damages that may result from the conducting of this Block Party. Further, I agree to comply with all requirements listed below:

I understand that applications for block party permits may take up to four weeks to process.

Block parties will be conducted only on low-volume residential streets, dead-end streets, or cul-de-sacs, No thoroughfares or collector streets may be used.

It is hereby agreed that, by signing and presenting this application, signer(s) represents to the City of Newburyport that the following statements are true and correct, and agrees to and will abide by the following:

1. All residents living on the street or block for which the party is planned request the Block party, or have been contacted and do not object to the Block Party.
2. To be responsible for placement, maintenance and removal of barricades.
3. A block party permit does not allow the sale of alcohol or the consumption of alcohol on public property (in city streets, sidewalks, parks, etc.) alcohol is allowed only on private property. All state and city alcohol laws still apply during Block Parties.
4. Amplified music shall be permitted with permission of the City Council.
5. To leave **AT LEAST a TWELVE (12) FOOT AISLE** in the street to permit passage of emergency vehicles or vehicles of residents. Failure to maintain a ten foot aisle during the entire period of the party will necessitate denial of requests for subsequent block parties. **Public safety personnel will monitor the party for strict adherence to this rule**.
6. To maintain adult supervision at all times during the party.
7. Applicant(s) shall be responsible for the pick-up of trash and garbage within 2 hours of the end the party.
8. Streets may not be barricaded later than 10:00 P.M.
9. No residents of the area designated shall be prohibited from attending the party.
10. No such activity may be conducted within 500 feet of any school, church, hospital, nursing home or similar operation unless endorsed by the management of such institution e
11. Only approved readily removable Barricades will be permitted such as, orange cones and sawhorses with a sign. No vehicles will permitted to be used as a Barricade.
12. Block parties are permitted 10AM-10PM

Applicant Signature _____ Date 6/6/2013

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHALL _____
4 Green Street
FIRE CHIEF _____ 7/3/13
Greenleaf Street
DEPUTY DIRECTOR _____ 7/3/2013
1 Perry Way
CITY CLERK _____
60 Pleasant St.

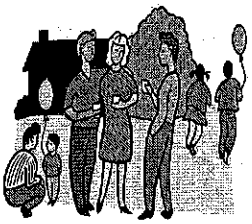
City use only:

Approved_____ -Denied_____ Date_____

Communication #5
Aug. 12, 2013

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2013 JUL 16 A 11:52



CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

BLOCK PARTY APPLICATION

Please fill out the application below and obtain the approving signatures for the street closure. Mail or drop off the completed signed application at: City Clerk's Office, City Hall, 60 Pleasant St., Newburyport, MA 01950 **at least 8 business days prior to** a City Council meeting. The requested Block Party needs approval by the City Council. For any questions, please contact The City Clerk's Office at (978)465-4407.

DATE OF REQUEST: July 15th, 2013

CONTACT INFORMATION

FIRST AND LAST NAME: Lyra Engel

MAILING ADDRESS: 23 Otis Place

PHONE NUMBER: (978) 465-3935

E-MAIL ADDRESS: lyra@odonatavillage.org

BLOCK PARTY INFORMATION

BLOCK PARTY DATE: Saturday, Sept. 7th / raindate Sept. 8th

DESIRED STREET CLOSING LOCATION: Otis Place, from corner by Garden St. to the dead end
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: last block of Otis Place (a dead-end street)

* DESIRED STREET CLOSING TIME: 7:30 am - 8:30 pm
Block Parties should run no later than 10:00 p.m.

AMPLIFIED MUSIC: ✓ YES _____ NO

* In conjunction with our neighborhood yard sale, which would start early, followed by the block party

REGULATIONS

By signing, I agree that I am a legal adult 18 years of age or older and understand this permit does not release me of any liability for damages that may result from the conducting of this Block Party. Further, I agree to comply with all requirements listed below:

I understand that applications for block party permits may take up to four weeks to process.

Block parties will be conducted only on low-volume residential streets, dead-end streets, or cul-de-sacs, No thoroughfares or collector streets may be used.

It is hereby agreed that, by signing and presenting this application, signer(s) represents to the City of Newburyport that the following statements are true and correct, and agrees to and will abide by the following:

1. All residents living on the street or block for which the party is planned request the Block party, or have been contacted and do not object to the Block Party.
2. To be responsible for placement, maintenance and removal of barricades.
3. A block party permit does not allow the sale of alcohol or the consumption of alcohol on public property (in city streets, sidewalks, parks, etc.) alcohol is allowed only on private property. All state and city alcohol laws still apply during Block Parties.
4. Amplified music shall be permitted with permission of the City Council.
5. To leave **AT LEAST a TWELVE (12) FOOT AISLE** in the street to permit passage of emergency vehicles or vehicles of residents. Failure to maintain a ten foot aisle during the entire period of the party will necessitate denial of requests for subsequent block parties. **Public safety personnel will monitor the party for strict adherence to this rule**.
6. To maintain adult supervision at all times during the party.
7. Applicant(s) shall be responsible for the pick-up of trash and garbage within 2 hours of the end the party.
8. Streets may not be barricaded later than 10:00 P.M.
9. No residents of the area designated shall be prohibited from attending the party.
10. No such act ivity may be conducted within 500 feet of any school, church, hospital, nursing home or similar operation unless endorsed by the management of such institution e
11. Onl y approved readily removable Barricades will be permitted such as, orange cones and sawhorses with a sign. No vehicles will permitted to be used as a Barricade.
12. Block parties are permitted 10AM -10PM

Applicant Signature Lyra Engel Date July 15, 2013

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHAL Thomas Howard
4 Green Street
FIRE CHIEF Dep SHS 7/15/13
Greenleaf Street
DEPUTY DIRECTOR Anthony Durnin Director 7/15/13
1 Perry Way
CITY CLERK
60 Pleasant St.

City use only:

Approved_____-Denied_____Date_____

CITY OF NEWBURYPORT
APPROVED
ELECTION CALENDAR

January 14, 2013

1. Friday, July 26, 2013 at 5:00 p.m.– Last day and hour to obtain nomination papers (MGL Ch53, Section 9A).

2. *Tuesday, August 6, 2013 at 5:00 p.m. – Last day and hour to submit nomination papers to the Board of Registrars of Voters for certification of signatures (M.G.L. Ch.53 Section 7A).

3. Friday August 16, 2013 at 10:00 a.m. – Drawing by lot, of positions on ballot for **Preliminary Election of September 17, 2013** in Council Chamber

4. Tuesday, August 20, 2013 at 5:00 p.m. – Last day and hour to submit nomination papers certified by Board of Registrars to City Clerk (M.G.L. Ch. 53, Section 10).

5. Thursday, August 22, 2013 at 5:00 p.m. – Last day and hour to file withdrawals of/or objections to nomination papers with the City Clerk. (M.G.L. Ch. 55B, Section 7).

6. Wednesday, August 28, 2013 at 8:00 p.m. – Last day and hour to register voters for **Preliminary Election** (M.G.L. Ch. 51, Sections 26, 28).

7. **Tuesday, September 17, 2013 – Preliminary Election** (if necessary) – M.G.L. Ch. 54, Section 103P).

8. Monday, September 23, 2013 at 5:00 p.m. – Last day and hour to file recount petition with City Clerk (M.G.L. Ch. 54, Section 135).

9. Wednesday, October 16, 2013 at 8:00 p.m. – Last day and hour to register voters for **Biennial Municipal Election** (M.G.L. Ch. 51, Sections 26, 28).

10. Tuesday, October 22, 2013 – Last day to post warrant (MGL Ch.54 Sec. 65)

11. Tuesday, November 5, 2013 – Biennial Municipal Election

12. Monday, November 18, 2013 at 5:00 p.m. – Last day and hour to file recount petition with City Clerk (M.G.L. Ch. 54, Section 135).
******** (Monday November 11, 2013-Holiday)**********

*Board of Registrars need not certify more names than required plus 20%.
Certified signatures of at least fifty (50) voters are the minimum necessary for placement on the preliminary ballot (M.G.L. Ch. 43, Section 44C).

Communication #7
Aug. 12, 2013

BLATMAN, BOBROWSKI & MEAD, LLC
ATTORNEYS AT LAW

30 Green Street
Newburyport, MA 01950
Phone: 978-463-7700
Fax: 978-463-7747

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2013 AUG -5 P 1:40

LISA L. MEAD
lisa@bbmatlaw.com

CONCORD OFFICE
9 Damonmill Square, Suite 4A4
Phone: 978-371-2226
Fax: 978-371-2296

By Hand

August 5, 2013

Thomas O'Brien, President
City Council
City of Newburyport
60 Pleasant Street
Newburyport, Massachusetts 01950

RE: Application for Food Establishment Outdoor Seating
56 State Street / Atomic Café

Dear President O'Brien and Members of the City Council;

Reference is made to the above captioned matter. In that connection, I represent Atomic Coffee Company of Newburyport, LLC relative to the enclosed application for a Food Establishment Outdoor Seating Permit. The applicant has entered into a lease agreement for the premises located at 56 State Street, (the "Premises"), where they intend to operate a café serving food, wine, local, and craft beers, coffee, and other non-alcoholic beverages. Atomic Coffee Company of Newburyport, LLC is leasing the Premises from Eastern Yacht Sales & Charters, Inc. The agreement notes that the use of the premises will be that of a restaurant/coffee, beer, and wine bar, and for the retail sale of foods and beverages and related items.

Background

The Atomic Coffee Company of Newburyport, LLC was formed by Andrew Mahoney, John Mahoney, and Mike Vien. The Mahoney brothers have owned and operated the Atomic Café in Beverly, MA, for seventeen (17) years and the Atomic Café in Marblehead for seven (7) years. From 2002 to 2006, both Andrew and John also operated McSwiggin's Pub and Restaurant in Salem, MA, where operations included an interest in a license to sell alcoholic beverages. Andrew Mahoney will be managing this Café.

A simple survey of the communities in which the Atomic Café operates will reveal that the company provides a professional, well respected and popular enterprise. Currently the company employs approximately twenty four individuals between its roasting business and cafes.

The owners are excited about the prospect of opening a Café in Newburyport and will surely add to the City's popularity as a food and drink destination. With that in mind, the

hours of operation are proposed to be 7:00 a.m. – 10:00 p.m. Monday through Saturday and 7:00 a.m. through 7:00 p.m. on Sunday.

The Premises is located in the B2 zoning district, situated between The Book Rack and Agave and consists of approximately 2,509 square feet, with approximately 2,186 square feet dedicated to service space of which there are 1,482 square feet of indoor space and 323 square feet of outdoor restaurant space.

Outdoor Seating Requirements:

The Café will include 66 seats consisting of café tables and booths as well as proposed outdoor seating. There will be 42 seats inside the Café and a proposed 24 seats are being proposed for outdoor seating. The Applicant has submitted its application for a malt and wine license as well as a Common Victualler license which will be heard on August 13, 2013.

All outdoor seating will be controlled/demarcated as required by the City Council rules with separations of a stanchion and rail system with fabric skirting. As you can see on the plan there is a 5.6 foot passage way for pedestrian clearance on the sidewalk and nearby amenities. You will note on the plan, there is no interference with the doorways, fire escapes or curbing.

The applicant will take full responsibility for the out door seating, tables and separators and at all times keep in good repair and out of the public way. The applicant understands its responsibility to secure the seating and tables at night and to assure their availability during business hours. All seating will comply with local, state and federal laws.

Once approved and prior to the issuance of the permit, the Applicant will provide to the City evidence of liability insurance as required by the City Council Requirements.

The Applicant looks forward to presenting their plans to the License and Permits Committee in person at the next Committee meeting. Should you require further information, please let me know.

Respectfully submitted,
Atomic Café Company of Newburyport LLC
By their attorney,

Lisa L. Mead

cc: Client

NEW FILING X
RENEW ____

City of Newburyport

Application

Food Establishment Outdoor Seating on Public Property

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2013 AUG 1 P 1:40

Date: 7/12/2013

Name of Business Owner: Michael Vien

Name of Property Owner: Robert Hugo, Eastern Yacht Sales & Charters, Inc.

Business Name: Atomic Coffee Company, LLC, d/b/a Atomic Coffee

Business Address: 52+56 State Street Business Telephone: 978-910-0489

Number of Tables Requested: 12 Dimensions: 24"x24" x 10 Tables, 12"x54" x 2 ledges Material: Steel/Aluminum, Wood/Steel

Number of Chairs Requested: 24 Dimensions: 15"x18" Material: metal/Aluminum

☐ 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 ½ 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.

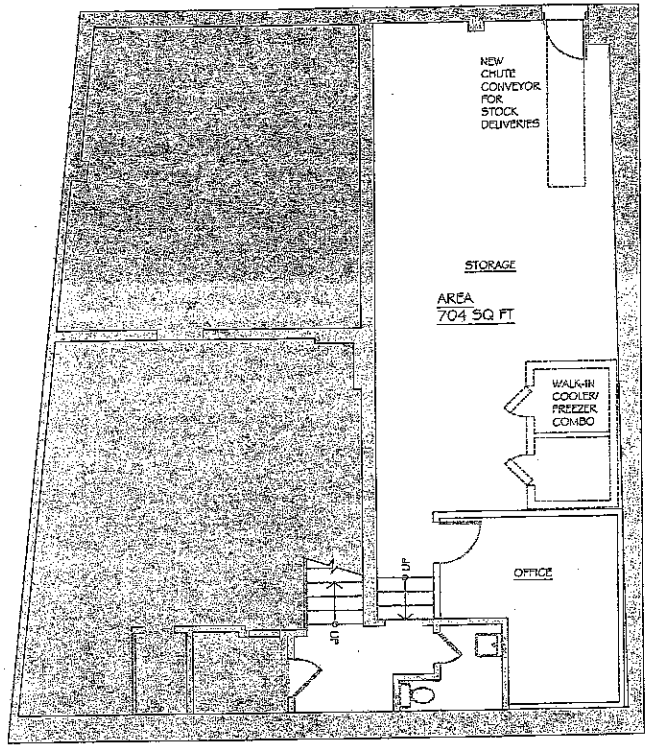
RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY

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.

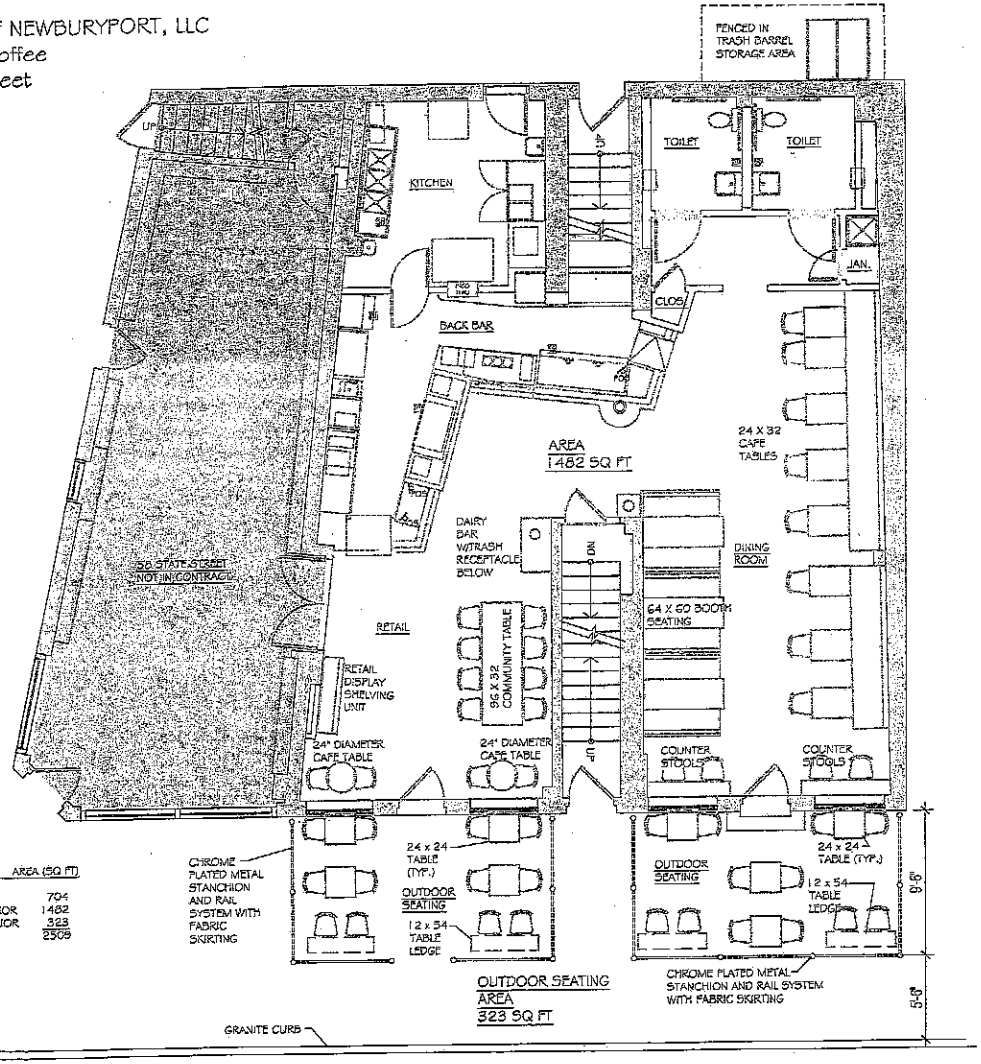
Mike Allen, its manager

Signature of Business Owner

ATOMIC COFFEE COMPANY OF NEWBURYPORT, LLC
d/b/a Atomic Coffee
56 State Street



Basement Floor Plan



SPACE	AREA (SQ FT)
BASEMENT	704
FIRST FLOOR - INTERIOR	1482
FIRST FLOOR - EXTERIOR	323
TOTAL SQUARE FEET	2509

SEATING	
INSIDE	42
OUTSIDE	24
TOTAL SEATS	66

First Floor Plan

COMMON ST commonstreetdesign.com	N	**Atomic Coffee Company of Newburyport, LLC**	Scale 1/8" = 1'-0"
			Date JULY 30, 2013
			Drawing Name: Proposed 1st Floor & Basement Plans

Communication #8
Aug. 12, 2013

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2013 AUG -6 A 11: 10

August 4, 2013

To: Newburyport City Council

The past four years we have had very successful Boot Drives for the Alzheimer's Association MA/ NH Chapter. The response has been very positive .We would like to request another opportunity to raise awareness and collect for the Alzheimer's Association.

What:	A Boot Drive with two to four people and appropriate signs and identification
Where:	The intersection State Street and High Street
For:	Alzheimer's Association MA/NH Chapter 480 Pleasant Street Watertown, MA 02472 Tax identification number - 042731194
Contact:	Angela Floro Development Officer, Special Events Alzheimer's Association MA/NH Chapter Tel: 617 393 2026 Angela.Floro@alz.org
When:	Sat. August 31, 2013

Thank you

Dale Granger-Eckert
Dale Eckert

89 Lime Street
Newburyport, MA 01950
978-462-9979
dalesx2@comcast.net

CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY, MAYOR

60 PLEASANT STREET - P.O. BOX 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
978-465-4402 FAX

To: President and Members of the City Council

From: Peter Lombardi, Director of Policy and Administration

Date: August 5, 2013

Subject: Intermunicipal Agreement for Veterans' Services

Attached is an intermunicipal agreement for the regional delivery of veterans' services under Massachusetts General Law Chapter 40 Section 4A. After meeting with officials from Newbury, Merrimac, Amesbury, and Salisbury for the past several months, we have reached consensus on implementing this regional approach.

Since 2010, MGL Chapter 115 Section 10 has provided a mechanism that allows municipalities to form a regional veterans' district. However, the statutory language specifies that the district shall be comprised of *one* city and surrounding towns. Accordingly, we must initiate a Home Rule Petition to allow the two cities (Amesbury and Newburyport) to participate in this newly proposed Hines/Shay Veterans' District. A combined population cap of 50,000 for the two cities has been incorporated into the Petition to alleviate any broader political concerns about the precedent set by allowing two cities to participate in a district.

Once the Act is approved by the legislature, the participating communities will then submit an application to the Massachusetts Department of Veterans' Services seeking formal recognition as a regional veterans' district. Before that application is submitted, the City Council will have to approve a different, slightly revised intermunicipal agreement that is more closely aligned with the statutory provisions of Chapter 115.

In the meantime, Newburyport will be the lead community under this interim arrangement, with Kevin Hunt fulfilling all duties as the Veterans Service Officer. Each community will pay an apportionment based on the population of the municipality as of the 2010 federal census. Although it will be pro-rated for FY14, the annual expense (exempting Chapter 115 veterans benefits) for Newburyport to participate in this regional agreement will be

$37,781.12. By way of comparison, the City Council appropriated $52,523 in the FY14 Operating Budget for the veterans' service line items that will be covered under this regional agreement. Accordingly, the City is projected to save approximately $15,000 annually by formally joining with these other municipalities in providing these services. This funding schedule will remain the same once the district has been approved.

It is important to note that Mr. Hunt has been performing these services on behalf of Newbury and Merrimac for several years. He has also been fulfilling these duties for Amesbury on an interim basis since their VSO resigned earlier this year. Approving this agreement will allow the City to hire a part-time position (less than 20 hours per week) to help Mr. Hunt with much needed clerical and administrative support. This additional personnel is required to meet minimum staffing standards established by the Commonwealth around this regional districting option. Funding for this position has been included in the assessment schedule.

Mr. Hunt will split his time between Newburyport City Hall and the Costello Center in Amesbury. Under the interim intermunicipal agreement, Mr. Hunt and his administrative assistant will be City of Newburyport employees. Once the district is approved, all personnel will be employees of that district.

VETERANS' SERVICES
INTERMUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by and between the Cities of Amesbury and Newburyport and the Towns of Merrimac, Newbury, and Salisbury, Massachusetts (hereafter referred to individually as Amesbury, Newburyport, Merrimac, Newbury, and Salisbury respectively, and hereafter referred to collectively as the "Municipalities"), this ___ day of _____ 2013, pursuant to the provisions of G.L. c. 40, §4A

WHEREAS, the Municipalities wish to furnish such information, advice and assistance to veterans and their dependents as may be necessary to enable them to procure the benefits to which they are or may be entitled relative to employment, vocational or other educational opportunities, hospitalization, medical care, pensions and other veterans' benefits; and

WHEREAS, the Municipalities have determined that the joint provision of these services will best address the needs of veterans within the Municipalities; and

WHEREAS, the Municipalities have obtained authorization for this Agreement in accordance with the requirements of G.L. c. 40, §4A pursuant to a vote of the City of Amesbury's City Council and the approval of its Mayor on _____ 2013; a vote of the City of Newburyport's City Council and the approval of its Mayor on _____ 2013; a vote of the Town of Merrimac's Board of Selectmen on _____ 2013; a vote of the Town of Newbury's Board of Selectmen on _____ 2013; and a vote of the Town of Salisbury's Board of Selectmen on _____ 2013.

NOW, THEREFORE, it is hereby agreed by and among the above-listed parties as follows:

(1) For the purpose of implementing this Agreement, Newburyport shall act as the Lead Municipality acting for and on behalf of the Municipalities.

(2) The Newburyport Veteran's Agent(the "Agent") shall serve as veteran's agent for each of the Municipalities pursuant to the terms of this Agreement. The Agent shall for all purposes be deemed an employee of Newburyport.

(3) The duties of the Agent shall include, but not be limited to, the following:
- Furnishing information, advice and assistance to veterans, and their dependents as may be necessary to enable them to procure benefits to which they are entitled relative to employment, vocational or other educational opportunities, hospitalization, medical care, pensions and other benefits; and
- Counseling and advising veterans and dependents and survivors in:
  - finding employment;
  - obtaining an education;
  - finding alternative sources of income;
  - assisting in drug/alcohol rehabilitation;

    - obtaining medical assistance and nursing home placement;
    - assisting with burials;
    - and aiding with myriad issues relating to veteran's questions and problems; and
- Working with federal agencies established for the aid of veterans, enlist support of hospitals; and
- Acquiring and making available copies of current booklets and other printed materials pertaining to the statutory rights of veterans provided under state and federal laws, and
- Such other responsibilities as may be set forth in M.G.L. Chapter 115.

(4) The office locations for provision of services under this Agreement shall be in Newburyport City Hall and at the Nicholas J. Costello Transportation Center located at 68 Elm Street in Amesbury. The Agent will endeavor to provide equal time at each location affording balanced accessibility to all veterans within the municipalities.

(5) A notice shall be posted conspicuously and in a readily accessible format in the each office specified herein and in the main municipal building of each of the Municipalities stating the name of the Agent; and the hours of operation, address, and telephone numbers for each office provided for under this Agreement. Such information shall also be made available on each of the Municipalities' website.

(6) The respective expenses of the Municipalities will be apportioned on the basis of the population of each of the Municipalities based on the most recent federal census. For FY14 apportionments by community based on 2010 census data, see attached Schedule A. Each of the Municipalities will continue to bear its respective M.G.L. Chapter 115 financial obligations to its own veterans.

(7) Pursuant to the provisions of M.G.L. Chapter 40, §4A, the Agent shall provide each of the Municipalities with periodic financial statements that shall include: accurate and comprehensive records of the services performed under this agreement; the costs incurred; and the reimbursements and contributions received. Such reports shall be compiled and distributed by the Agent on a quarterly basis.

(8) A Municipality may withdraw from this Agreement by vote of the appropriate City Council or Board of Selectmen not less than one hundred and eighty (180) days prior to the close of the then fiscal year and notice of the vote must be filed with the other Municipalities which are parties to this Agreement.

(9) This agreement may be amended to permit the addition of adjoining municipalities. The apportionment of the expenses of such adjoining municipality and of all current district municipalities shall be accomplished in compliance with the provisions of G.L. c. 115, §11.

(10) This agreement shall remain in effect until dissolved by unanimous vote of the Municipalities, but in no event for longer than twenty-five (25) years. A vote to

dissolve the agreement in this manner must be taken not less than one hundred and eighty (180) days prior to the close of the then fiscal year.

(11) If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

(12) This Agreement may be amended from time to time in writing, by a vote of the Municipalities through their respective authorities as specified herein.

Executed as a sealed instrument.

The Town of Merrimac
Board of Selectmen

_____

_____

_____

_____

_____

The Town of Salisbury
Board of Selectmen

_____

_____

_____

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_____

The Town of Newbury
Board of Selectmen

_____

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_____

The City of Amesbury
City Council

_____

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_____

Approved:
City of Amesbury Mayor

_____

The City of Newburyport
City Council

_____

_____

_____

_____

_____

_____

_____

_____

_____

Approved:
City of Newburyport Mayor

_____

SCHEDULE A

TOWN	2010 POP.	POP. %	EXISTING CLIENTS	CLIENT %
Newburyport	17,416	31.74%	37	24.18%
Newbury	6,666	12.15%	4	2.61%
Amesbury	16,283	29.67%	64	41.83%
Merrimac	6,230	11.35%	11	7.19%
Salisbury	8,283	15.09%	37	24.18%
Totals	**54,878**	**100.00%**	**153**	**100.00%**

DISTRICT OPERATING COSTS:

	MONTHLY	ANNUAL
Salary*	$ 8,666.67	$ 104,000.00
Office rental		$ -
Materials	$ 150.00	$ 1,800.00
Postage	$ 40.00	$ 480.00
Mileage	$ 404.06	$ 4,848.72
Cell phone	$ 60.00	$ 720.00
sbscrptns/dues	$ 25.00	$ 300.00
training	$ 60.00	$ 720.00
Retirement	$ -	$ -
Medical	$ 500.00	$ 6,000.00
Maintenance	$ 15.00	$ 180.00
	$ 9,920.73	**$ 119,048.72**

*1 F/T VSO	$ 62,000.00
2 P/T Admins	$ 42,000.00
	$ 104,000.00

COSTS DISTRIBUTED BY POPULATION:

	Monthly	Annual
Newburyport	$ 3,148.43	$ 37,781.12
Newbury	$ 1,205.07	$ 14,460.78
Amesbury	$ 2,943.61	$ 35,323.27
Merrimac	$ 1,126.25	$ 13,514.95
Salisbury	$ 1,497.38	$ 17,968.59
	$ 9,920.73	**$ 119,048.72**

CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY, MAYOR

60 PLEASANT STREET - P.O. BOX 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
978-465-4402 FAX

To: President and Members of the City Council

From: Peter Lombardi, Director of Policy and Administration

Date: August 5, 2013

Subject: Intermunicipal Agreement with West Newbury for Animal Control Services

Attached is an intermunicipal agreement with the Town of West Newbury for animal control services. Newburyport will be the lead community under this arrangement. The West Newbury Board of Selectman has recently approved the terms of this agreement. It includes an initial one year term, with options to extend out for two additional one year periods.

As you may remember, $20,000 was added to the FY14 budget on the revenue side under Other Department Revenue based on the projected payments made by West Newbury in anticipation of this agreement. In addition, $10,000 was added to the Health Department Budget under the Assistant Animal Control line item to cover the costs associated with bringing on additional personnel to provide these services to both communities. Accordingly, the City will save approximately $10,000 annually employing this regional approach to animal control services. We will also recoup any boarding fees when West Newbury animals are housed in our Animal Shelter and will have access to their Animal Control vehicle, a 2005 Ford Van with less than 10,000 miles on it.

While cost savings are a motivating factor in deciding to regionalize any municipal service, maintaining or improving the quality and delivery of those services is equally important. We believe that this regional effort will provide those results. In order to do so, based on our assessment of the workload, we plan on hiring a part-time, on-call Animal Control Officer who will cover both communities when our current Animal Control Officer is out for vacation, sick, personal, bereavement, etc. or is indisposed responding to another incident. The current stipended, on-call position that is responsible for responding to emergencies every other weekend will remain in place under this regional agreement. Both individuals currently holding these positions have been certified through the Massachusetts Animal Control Officers Association of Massachusetts. Any new employees will have similar training or will be certified within two years after being hired by the City.

CITY OF NEWBURYPORT AND

TOWN OF WEST NEWBURY

INTERMUNICIPAL AGREEMENT FOR THE ADMINSTRATION OF SHARED ANIMAL CONTROL SERVICES

Article 1. Purpose

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

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

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

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

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

Article 2. Definitions

Participating Governmental Units: the City of Newburyport and the Town of West Newbury.

Animal Control Services: Any and all services as required of an Animal Control Officer under applicable Massachusetts Laws and regulations, including but not limited to MGL Chapter 140, Section 151 *et seq*. and MGL Chapter 129, Section 15 *et seq*.

Article 3. Term

This Agreement shall take effect on the 1st day of July 2013, for a one year term that may be extended by up to two additional one year terms commencing on July 1, 2014 and July 1, 2015. Any such extension term shall be subject to approval by the City of Newburyport, as authorized by its City Council and approved by its Mayor, and the Town of West Newbury, as authorized by its Board of Selectmen. The Participating Governmental Units shall give each other notice of whether or not they wish to extend this initial one year term at least ninety days prior to the annual Town Meeting of the Town of West Newbury but no later than ninety days prior to June 1st of the then-current term, unless another date is mutually agreed upon in writing. Should the

parties fail to extend this Agreement by written addendum hereto, the agreement shall terminate upon the last day of the then-current term.

Article 4. Lead City

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

Article 5. Funding Contribution

During the Fiscal Year 2014 (July 1, 2013 – June 30, 2014), the Town of West Newbury shall pay the City of Newburyport for animal control services a total sum of $20,000.00 to be paid in four equal quarterly payments of $5,000.00 on or before August 1, November 1, February 1, and May 1 (provided that such sum will be prorated as of the date of approval of this Agreement by the Board of Selectmen of the Town of West Newbury and the Mayor of the City of Newburyport). This payment shall include all applicable expenses incurred by the City of Newburyport in providing Animal Control Services on behalf of the Participating Governmental Units, including, but not limited to, salaries, group health insurance, workers' compensation insurance, and all other applicable benefits. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution during the initial term or any extended term of this agreement, subject to available appropriation.

Article 6 Financial Safeguards

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

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

Article 7 Hours of Services and Service Requirements

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

Article 8 Vehicle Usage

The City of Newburyport shall provide a 2003 Ford Crown Victoria and the Town of West Newbury shall provide a 2005 Ford Van. Both vehicles shall be made available for the use of the Animal Control Officers. Collision and liability insurance for both vehicles shall continue to be paid by each respective Participating Governmental Units. Each Participating Governmental Units shall be responsible for the maintenance and upkeep of its own vehicles (excluding gasoline, oil changes and tires which will be provided in accordance with Article 4 hereof).

Article 9 Fines

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

Article 10 Indemnification

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

Article 11 Operation of Animal Shelter Facilities

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

I. OPERATIONS:

a. The Animal Shelter Facility shall be accessible to the citizens of each Participating Governmental Unit for the retrieval of impounded animals during normal business hours, Monday through Friday 8AM to 4PM by appointment. Weekend hours will be provided by appointment only. Notice shall be posted conspicuously and in a readily accessible format in the main municipal building of both Participating Governmental Units which states the hours of operation and an emergency telephone number for use by residents to retrieve their pets. Such information shall also be made available on each respective Participating Governmental Unit website. The animal shelter shall be able to accept impounded animals 24 hours a day, 365 days a year.

b. Newburyport will provide daily supervision, food, water and humane care to animals boarded at the shelter.

c. All Animal Control Officers will log in each time they enter the Animal Shelter Facility. The sign-in sheets will be submitted monthly to the Director of Public Health.

d. The Animal Shelter Facility is to be solely used for the impounding of animals and to be used by Animal Control Officers only. There shall be no entry of other persons in the shelter without the consent of the City of Newburyport Director of Public Health.

e. Newburyport will be responsible for the Animal Shelter Facility cleaning/sanitizing supplies, maintenance, heat, water, electric and other utility costs incurred in connection with the operation of the Facility.

f. Newburyport will be responsible to keep the Animal Shelter Facility and associated kennels maintained, clean, and sanitary on a daily basis. Excreta and food waste shall be removed from primary enclosures daily and from under enclosures as often as necessary to prevent an excessive accumulation of feces and food waste, to prevent soiling of the animals contained in the enclosures, and to reduce disease, hazards, insects, pests, and odors. The condition of the kennels and quality of care is to be of a high caliber and performed to the standards established by the City of Newburyport Director of Public Health.

g. Boarding facilities shall include a sheltered kennel unit with cages and/or runs that protect the animals from precipitation, and extreme hot (100°F or greater) and cold (45°F or less) conditions. Except in emergency situations, as determined by the Newburyport Animal Control Officer, no more than one adult animal shall be kept per cage.

h. Newburyport will be responsible for ensuring that an ill or injured animal is treated promptly by the respective Participating Governmental Unit's contracted licensed veterinarian, depending on the nature and/or seriousness of the illness or injury, and that any prescribed medication is promptly obtained and administered.

II. FEES:

a. Owners who reclaim animal(s) shall make payment to the City of Newburyport prior to reclaiming their animal(s) for all boarding fees ($35.00 per day for each animal) and all other fees related to shelter services provided per day per animal.

b. Newburyport shall provide invoices, collect monies and keep records of all required fees received from owners. Invoices provided to owners who are retrieving their animal shall include the date that the animal was delivered to the shelter, the per day shelter rate, the number of days that the animal was sheltered, medical bills as applicable, and total fee due and collected.

c. Each Participating Governmental Unit shall be responsible for the direct costs to care for the animals which originate from said community, including but not limited to flea treatments and any veterinary costs. For the purposes of this agreement, "veterinary costs" shall include rabies vaccinations, health evaluation, treatment of minor curable diseases and euthanasia.

d. Each Participating Governmental Unit shall pay any additional costs associated with the transport and removal of animals from their community if an animal is not claimed or is injured.

e. Newburyport may add a surcharge of up to ten (10) percent (not to exceed $25.00) to medical bills to cover certain incidental costs relating to

transportation of an animal to a veterinarian's office, telephone expenses incurred in connection with medical treatment, and any special care involved. Bills must support all medical charges and receipts bearing the name of the veterinarian or firm from whom they were obtained.

f. Fees for animals that are unclaimed by the owner at the end of the maximum seven (7) day holding period shall be paid by the Participating Governmental Unit where the animal originated.

g. All fees and receipts from boarding and all other services related to the shelter shall be submitted monthly to the City of Newburyport Health Department.

III. RECORD KEEPING: Each Participating Governmental Unit's Animal Control Officers shall maintain an impound record on each animal delivered to the Animal Shelter Facility. The impound record will be prepared and filled out by the appropriate Animal Control Officer and delivered to the Facility with the animal.

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

IV. DISCHARGE:

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

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

In addition, the Animal Control Officer will provide the person claiming the animal with a full disclosure of any medical treatment rendered by a veterinarian and/or the Animal Shelter Facility and by whom it was rendered

and a complete identification of any prescription or non-prescription medicine(s) administered to the animal while in custody. Finally, the Animal Shelter Facility must obtain the signature and the driver's license number of the person to whom the animal is released on the Impound Record.

b. Unclaimed animals: Unless requested by the Newburyport Director of Public Health or West Newbury Police Chief to retain the animal for a longer period (2 to 4 additional days), animals will be picked up on or immediately following the seventh (7th) day of confinement by the Animal Control Officer. The written notice to extend shelter services from the Newburyport Director of Public Health or West Newbury Police Chief must accompany the reports to the city or town. The shelter may place such animals as are deemed suitable up for adoption in accordance with MGL Chapter 140, section 136A.

Article 12 Miscellaneous

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

TOWN OF WEST NEWBURY
By Board of Selectmen

CITY OF NEWBURYPORT
By City Council

APPOINTMENTS

Appointment #1
Aug. 12, 2013

City of Newburyport

Office of the Mayor
Donna D. Holaday, Mayor

60 Pleasant Street - P.O. Box 550
Newburyport, MA 01950
978-465-4413 phone
978-465-4402 fax

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2013 JUL 11 A 10: 34

To: President and Members of the City Council

From: Donna D. Holaday, Mayor

Date: July 11, 2013

Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Newburyport Trust Fund Commission. This term will expire on July 1, 2016.

Paul D. Bertrand
1 Moseley Place
Newburyport, MA 01950

resume

PAUL D. BERTRAND

Insurance Career Resume
Paul D. Bertrand
1 Moseley Place
Newburyport, MA 01950

Phone #978-358-7535, e-mail, pbert01913@comcast.net

Academics
BSBA degree from Suffolk University, Boston, MA 1972

Chartered property casualty underwriter's designation (CPCU) 1979
Taught evening insurance courses at Northeastern Univ., Boston, MA 1981, 1982

Civic Activities
President of Concord, MA Rotary Club 1991-1992

Professional Experience
1968-1975
Property underwriter, Andover Companies, Andover, MA
Marketing representative, New Hampshire Ins. Co., Manchester, NH

1975-1985
V.P. McWalter Ins. Agency, Concord, MA
Responsible for all commercial lines
Personal lines sales and marketing

1985-1987
President of Charles H. Watkins Ins. Agency, Inc., Bedford, MA
Responsible for all aspects of a five million dollar agency

1987-1994
Sr. V.P. Cadell and Byers Ins. Agency, Inc., Lowell, MA
Commercial insurance sales mgr.
Responsible for marketing and sales strategies including budgeting and sales projections
Sales and service of one million dollar revenue, commercial book of business

1994-2008
Executive V.P. HRH/American Phoenix Ins. Agency of MA, Inc., Lowell, MA
Responsible for planning and managing sales center
Responsible for servicing and sales on one million dollar revenue book of commercial accounts and managing support team
Sales production of new commercial clients
Developed a countrywide insurance program for orchestras

Partial listing of non-profit entities that I serviced:
Boston Symphony Orchestra/Boston and Tanglewood (serviced for 28 years)
New England Conservatory, Longy School of Music, All Newton Music School, Nat'l Society of Colonial Dames, Historic New England aka SPNEA, Boston Ballet, Northeast Metropolitan VoTech School, Shawsheen VoTech School, Concord Museum, Gore Place Museum, Nashville Symphony, Syracuse Symphony

2008-2011
Executive V.P. Willis Insurance
Sales and service of commercial lines
Transitioning book of business to peer producer

Appointment #2
Aug. 12, 2013

CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY, MAYOR

60 PLEASANT STREET - P.O. BOX 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
978-465-4402 FAX

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2013 JUL 31 P 12:41

To: President and Members of the City Council

From: Donna D. Holaday, Mayor

Date: July 31, 2013

Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Cultural Council. This term will expire on August 30, 2016.

Jennifer Wilson
11 Center Street
Newburyport, MA 01950

July 7, 2013

Newburyport Cultural Council
Attention: Anne Spraker

Dear Anne,

I would like to submit my name for consideration to the Newburyport Cultural Council Board.

I have lived in Newburyport for approximately 10 years now and I have a great deal of interest in the community and would be thrilled to be part of the Cultural Council. I live on Center Street with my 2 ½ year old daughter Sawyer Grace and our 2 dogs Phineas and Henry.

I fell in love with Newburyport the moment I moved here and was instantly welcomed into the community with the warmth and generosity that only Newburyport can offer. I am an actress and have performed countless times at both the Firehouse Theatre as well as Marc Clopton's Actor's Studio. I enjoy going to the open art studio's and the wet paint auctions throughout the year. Before I had my baby, I enjoyed taking art classes through the Newburyport Adult Education group. On Sunday's my daughter and I like to walk over to the Farmer's Market at the Tannery and enjoy the music, visit with friends and we always take home some wonderful treasures including our favorite guacamole and fresh cut flowers!

I have a great appreciation for the arts and for the community and would be delighted to have an opportunity to be a member of the Cultural Council Board.

I hope that you will consider me for the open position.

Best regards,

Jennifer Wilson
11 Center Street
Newburyport, MA
(978) 270-4636
jennifer-wilson@hotmail.com

Jennifer Wilson
11 Center Street
Newburyport, MA 01950
(978) 270-4636
Jennifer-Wilson@hotmail.com

Experience:

- **Robert M. Currey & Associates,** Boston, MA – July 2011-Present. Risk Management Consultant; Contract Specialist; Complex Commercial Claims Advocate. Provide risk exposure analysis; Insurance coverage review and loss control recommendations; Provide risk transfer through contract and lease negotiation; Complex claims coverage analysis and negotiation; Claims litigation management; Provide crisis management analysis and recommendations regarding media response, investigation and response protocol following catastrophic loss.
- **Willis NA** – July 2007-July 2011. Vice President of Commercial Claims. Provide coverage analysis and aggressive claims advocacy to the National team in regard to Construction, Environmental, General Liability, and Professional Liability exposures; Provide loss summary analysis and risk management recommendations and solutions for multi line commercial accounts.
- **William Gallagher Associates** – September 2003-July 2007. Multi-lines Commercial Claims Advocate. Provide in depth coverage analysis and effective claims advocacy; Specialize in Employment Practices Liability litigation, Environmental Liability, Employers Liability including Asbestos liability claims management; Vet and hire defense counsel, provide recommendations regarding defense versus settlement; Claims coverage and advocacy for Private Client Group; Identify risk management opportunities to eliminate and mitigate loss.
- **Holyoke Mutual Insurance Company** – September 2001-September 2003. Liability Claims Adjuster. Investigate reported losses to determine liability; Provide coverage analysis; Negotiate claims settlements with claimant counsel; Participate in mediation and arbitration process to reach settlement resolution.
- **New England Development** – Newton, MA. May 1994-September 2001. Claims Manager. Establish and implement self-insured, self-administered claims insurance program for real estate developer, owner and manager in New England. Investigate and successfully negotiate liability claims with excess of $2M savings annually. Establish and negotiate indemnity and risk transfer language to provide contractual risk transfer.

- **John Hancock Property & Casualty** – Boston, MA. 1988-1994. Liability Claims Adjuster. Investigate reported losses to determine liability; Provide coverage analysis; Negotiate claims settlements with claimant counsel; participate in mediation and arbitration process to reach settlement resolution.

Education:
Insurance Advisor License 2012
P&C Insurance Broker License 2004
OSHA 10 Hour
Bentley College – Paralegal Certificate Program 1994
Salem State College – BA 1988

Interests:
- Successfully completed the Boston Marathon 1993, 1994, 1995, 1996 and London Marathon 1997
- Tri-Athlon 2005, 2006, 2007

Appointment #3
Aug. 12, 2013

CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY, MAYOR

60 PLEASANT STREET - P.O. BOX 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
978-465-4402 FAX

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2013 JUL 31 P 12:41

Donna D. Holaday

To: President and Members of the City Council

From: Donna D. Holaday, Mayor

Date: July 31, 2013

Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Cultural Council. This term will expire on August 30, 2016.

Ellen Burke Hart
8 Harrison Street
Newburyport, MA 01950

Ellen Burke Hart
8 Harrison Street
Newburyport, MA 01950

June 16, 2013

Dear Ms. Honegger,

This letter is to inform you of my interest to serve on the Newburyport Cultural Council. I have had a thirty -seven year career in Art Education, serving as the chair of the Pentucket Fine and Performing Arts Department for twenty-seven years. In my capacity as department chair I advocated for the arts, not only in the school community but in the greater Pentucket Community as well. Support from the local Arts Councils enabled me to provide enrichment for school arts programs and to bring arts venues to the community.

I retired from my full time teaching position two years ago and now teach part time at the New Hampshire Institute of Art. As a Newburyport resident I would enjoy the opportunity to share my passion for the arts and community building thru the arts by serving on the Newburyport Cultural Council. I have included my resume for your consideration.

Sincerely,

Ellen Burke Hart

Ellen Burke Hart
603-966-6567

ELLEN MARY HART

8 Harrison Street, Newburyport, MA 01950 (978) 358-7147 Home
(603) 966-6567 Cell

Objective: Adjunct **Art Education Department**

Profile:

- Experienced, published Art Chair and Department Head with broad base of teaching and fine arts exposure
- District public relations Liaison creating community synergy for performance and exhibition art form; experienced with external and media audiences
- Background includes direction of Art, Music, Film and Theatre. Skilled at designing and implementing Fine Arts Programs
- Adjunct New Hampshire Institute of Art

Education:

CAMBRIDGE COLLEGE, Cambridge, Massachusetts
Master's Degree, Integrated Studies, January 1995

Massachusetts Certification Art K-12
New Hampshire Certification Art K-12

Post-Graduate Studies, 60+ credits beyond Master's Degree

FITCHBURG STATE COLLEGE, Fitchburg, Massachusetts
Certificate of Arts Directorship, July 1993

STATE UNIVERSITY of NEW YORK, New Paltz, New York
Bachelor of Science, Art Education, 1975

Experience:

January 2011 to Present

New Hampshire Institute of Art, Manchester NH

- Art Education Department; Curriculum and Instruction, Foundations of Art Education, Secondary Methods Art Education; Supervision of Student Teachers
- New Hampshire Department of Education " Revision of Visual Art Program Standards" June-August 2012

September 1991 to June 2011

PENTUCKET REGIONAL SCHOOL DISTRICT, West Newbury, Massachusetts

- District-wide Art Chair and Department Head for Middle and Senior High Schools; curriculum development K-12
- Designed, implemented, and directed programs in Fine Arts, Performing Arts and Music
- Recipient of National Theatre Arts Education Association's Administrator of the Year award, 2003
- District liaison to Pentucket Fine and Performing Arts Foundation
- Implemented successful Public Relations Program celebrating community knowledge and passion for the arts
- Created and obtained grant funding for Pentucket Performing Art Series
- Managed budget and Department staff of 12; supervised 10 additional staff members on curriculum development and event planning
- Designed and implemented Greater Newburyport Performing Arts College Night
- Maintained a classroom presence, teaching an average of 3 classes per semester; including advanced placement

September 1981 to August 1991

PENTUCKET JUNIOR AND SENIOR HIGH SCHOOL, West Newbury, Massachusetts

- Art Department Chair and implementation of Fine Arts Program
- Art Teacher; Basic Design and Drawing, Painting, Senior Studio

ELLEN MARY HART

8 Harrison Street, Newburyport, MA 01950 (978) 358-7147 Home
(603) 966-6567 Cell

- Created and implemented Fine Arts Exchange with Auburn Maine
- Created and obtained funding for Sculpture Artist in Residence program
- Created Children's Art Exchange; Hudson River Valley of New York and Merrimack River Valley of Massachusetts

February 1976 to June 1981

CORTLAND JUNIOR AND SENIOR HIGH SCHOOL, Cortland, New York

- Art Teacher
- Co-authored Junior High Gifted Program

Affiliations:

- Pentucket Fine and Performing Arts Foundation; Consultant to Board of Directors
- Newburyport Art Association/ Education Committee
- National Art Educators Association
- Massachusetts Art Educator's Association
- New Hampshire Art Educator's Association
- Portland Museum of Art; member
- Ogunquit Museum of American Art;
- Metropolitan Museum of Art; member
- Museum of Fine Arts;
- Peabody Essex Museum; member

Committees

- Habits of Learning Task Force
- Professional Learning Committee Task Force
- Assessment Strategies Task Force
- K-12 Fine Arts Curriculum Task Force
- Evaluation Task Force
- New England Association of Schools and College Steering Committee
- District Strategic Planning Committee; Fine and Performing Arts

Museum Education

- Connecting the Collections; MET, MOMA, Whitney and Guggenheim Museums
- Museum of Fine Arts
- Addison Gallery of American Art
- Portland Museum of Art

References Available upon request

Re-Appointment #4
Aug. 12, 2013

CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY, MAYOR

60 PLEASANT STREET - P.O. BOX 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
978-465-4402 FAX

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2013 AUG -5 A 10: 31

To: President and Members of the City Council

From: Donna D. Holaday, Mayor

Date: August 5, 2013

Subject: Re-Appointment

I hereby re-appoint, subject to your approval, the following named individual as an alternate member of the Harbor Commission. This term will expire on September 1, 2015.

Justin Dutcher
45A Washington Street
Newburyport, MA 01950

Re-Appointment #5
Aug. 12, 2013

CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY, MAYOR

60 PLEASANT STREET - P.O. BOX 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
978-465-4402 FAX

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2013 AUG -5 P 12:46

To: President and Members of the City Council

From: Donna D. Holaday, Mayor

Date: August 5, 2013

Subject: Re-Appointment

I hereby re-appoint, subject to your approval, the following named individual as Sealer of Weights and Measures. There is no term limit to this appointment.

James Cassidy
72 Spring Street
Newburyport, MA 01950

END OF CONSENT AGENDA

BEGINNING OF REGULAR AGENDA

Communication #11
Aug. 12, 2013

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2013 JUL 30 A 9:33

To: Richard Jones, City Clerk

From: Carl Strube-WNBP Radio

Dear Richard:

Our second annual "Cruisin' The 50's" classic car and Doo Wop concert will take place again this year on Thursday night, August 15 from 5-8pm. (rain date 8/22)

This year, in an effort to expand the event , we are requesting permission to use the Unicorn Street portion of the Greene St. parking lot between Pleasant St. and the lot.

We have met several times with Marshall Tom Howard to discuss our plans and since traffic will not be able to turn onto Unicorn Street during our event ,with Pleasant Street closed to traffic, we feel this will increase safety for people walking around the area viewing the cars. We would need to suspend parking on that portion of the lot starting at 3pm the day of the event. If necessary we would be willing to pay for the lost revenue for those meters for that two hour period.

Sincerely,
Carl Strube
WNBP Radio

APPOINTMENTS
SECOND READING

MAYOR'S APPOINTMENTS
August 12, 2013
SECOND READING

Appointment

1. Paul Hogg	4 Coltin Dr.	Newburyport Shellfish Constable	July 1, 2016

Re-Appointment

2. Maurice Southworth	12 Fruit St.	Fruit St. Local Historic Dist. Study Comm.	May 1, 2016
3. Donna Scott	4 Strong St.	Comm. For Diversity and Tolerance	May 31, 2016
4. Jeanine T. Murphy	10 Plummer Ave.	Atkinson Common Comm.	March 30, 2016

In City Council July 8, 2013
Motion to approve the Consent Agenda as amended by Councillor Jones, seconded by Councillor Earls.
So voted.

ORDERS

Order #1
Aug. 12, 2013

CITY OF NEWBURYPORT

IN CITY COUNCIL

August 12, 2013

ORDERED:
To amend the City Council Rules by adding a new rule as follows:

Rule 18a. Mayoral Comment

There shall be established a designated time during each meeting of the City Council in which the Mayor may address the Council. The procedure for this is as follows:

1. Should the Mayor wish to speak before the Council; the Mayor shall provide notice prior to the meeting to the President of the City Council.

    1.1 Prior knowledge shall be defined as notice at any time prior to the President of the City Council calling the meeting to order.

2. Paragraph 1 of this rule may be waived by motion and with simple majority vote of the Council allowing the mayor to speak during a meeting should the need arise.

3. The Mayor will be provided with a total five minute time allotment at the conclusion of Public Comment and prior to the Consent Agenda.

    3.1 This designated time must be related to agenda item(s)
    3.2 Nothing in this rule prohibits the City Council by majority vote to allow the Mayor further comment.

4. The Mayor will be afforded reserve seating in the first row of the bench seating in Council chambers

Councillor Robert J. Cronin

Order #2
Aug. 12, 2013

CITY OF NEWBURYPORT

IN CITY COUNCIL

ORDERED: August 12, 2013

THAT the City of Newburyport hereby refrain from allowing the use name "City of Newburyport" or any similar expression, term or name that may represent or appear to represent City of Newburyport approval, endorsement or support to plans, events, or organizations without the endorsement of the Newburyport City Council by majority vote.

Councillor Robert J. Cronin

Order #3
Aug. 12, 2013

CITY OF NEWBURYPORT

IN CITY COUNCIL

ORDERED:

August 12, 2013

THAT the Newburyport Sewer Commission allow for adjustment of sewer billing charges to reflect water which is measured by the potable water meter but which does not enter the city sanitary sewer system. The below policy is a revision to the existing 1997 policy that prohibits second meters.

Councillor Ari Herzog
Councillor Robert Cronin

BACKGROUND:
The sewer use bill is predicated upon metered water consumption for those properties receiving water from the Water Department. Some residential property owners use city water for irrigation or for swimming pools. Commercial, residential, and industrial properties are charged a sewer rate based upon one hundred percent (100%) of the metered water use.

As of the date of the current policy, domestic water is provided by the Water Department to most properties within the city. It is the responsibility of the Sewer Department to provide water meters to properties served by the water distribution system, and residents must comply with the regulations and requirements of the Sewer Department relative to multiple water meters, which currently are prohibited under a 1997 policy.

The Sewer Department may supply, at the owners expense, second meters for properties that use water from the water distribution system for lawn or garden irrigation or for swimming pools. The Sewer Department will install a first meter measuring all water usage, and may supply, at the property owner's request (and expense) in conformity with the rules and regulations of the City, a second meter. Water for domestic use will pass through the first meter and all domestic plumbing lines will divert water for domestic or potable use before the water passes to the second meter.

Water for lawn or garden irrigation or for swimming pools will be drawn from the properties water service line through appurtenances of the domestic water system, after passing through the second meter.

DEFINITIONS:
SECOND WATER METER. A standard water meter measuring in cubic feet which is installed on a water line feeding a device which does not drain to the City of Newburyport sanitary sewer system.

SEASONAL SECOND WATER METER. A second meter installed on a water line feeding a external hose bib, sprinkler system, or device installed to use water outside of the structure. The water use for this meter is predominately incurred during the late spring to early fall of each year.

CONTINUAL USE SECOND METER. A second meter which feeds a device which is in continual use throughout the majority of a calendar year.

WATER COMPANY'S WATER METER. A water meter which measures the consumption of water provided by the water company from its mains to the property.

INSTALLATION, AND USE OF SECOND WATER METERS.
Type of second meter: The meter shall be a standard positive displacement water meter which records in cubic feet. The meter shall be capable of accepting a standard water meter tamper seal. The owner of the property is responsible for purchasing the meter and incurring all costs of installation. The meter shall not be considered the property of the City and the City holds no responsibility for maintenance or repair of the meter.

All residential second meters are defined as seasonal second meters and not continual meters. If the applicant can show good cause that the meter should be defined as a continual second meter the Sewer Commission shall take it under consideration and where warranted grant such status.

Installation and location of the second meter: The second meter shall be installed by a Massachusetts licensed plumber. The meter shall be located on a water line which only serves the device from which flow is not returned to the sanitary sewer. It shall be located so as to allow free and easy access for maintenance and reading. Any provision to drain the water line downstream of the second meter shall be done in such a way as to insure that flow may not be redirected to a device, which does return flow to the sanitary sewer.

Inspection and sealing of the second meter: Prior to acceptance by the Sewer Commission, for the purposes of reducing sewer consumption use, the meter shall be inspected and a tamper proof seal installed by a representative of the Sewer Department. The line and uses to which the second meter feeds shall also be inspected at this time.

Follow up inspections: Within the provisions of Chapter 14 Article 2 of the Code of Ordinances of the City of Newburyport, the Commission shall have the right to enter properties with a second meter for the purpose of inspection.

Second water meter reads: It shall be the responsibility of the property owner where a second meter is located to provide the second meter consumption readings to the Sewer Department office so that the adjustment may be made to the properties' sewer billing account.

The reading shall be provided to the Sewer Department by November 1st at the latest. Continual second meter reads shall be provided by May 1st and November 1st of each year.

In the event that a reading is not provided by the required dates, no adjustment to the current bill is possible for the applicable billing period. In the event that the water consumption as measured through the second water meter exceeds the consumption of the water company's meter serving the property
for the current billing period, no credit in excess of the consumption as measured by the water company's meter shall be granted. Any consumption is excess shall be zero balanced and not carried forward. The Sewer Department will make a good faith attempt to advise owners of second meters that meter readings need to be provided. However no action or inaction on the part of the Sewer Department relieves the property owner where a second meter is located from the responsibility of providing the second meter readings to the Sewer Department in a timely fashion.

The Sewer Chief Operator shall have the authority to adjust the dates by which readings must be received by the Sewer Department to coincide with any changes to the billing system. Written notification to the owners of properties where second meters are located shall be made.

Second water meter mechanical failure: In the event that the second meter fails to measure flow due to mechanical failure, the following methodology shall be employed to estimate usage.

Where possible an historical second meter water consumption average shall be developed for the meter for the historical period of the current property owner's use. A correction factor of 10% shall be subtracted from the average and the billing account shall be adjusted by that corrected average amount. All other provisions of second water meter shall apply to this estimated method.

The defective meter shall be repaired or replaced by the property owner and resealed by the Sewer Department before any further adjustments to be properties' sewer bill account may be made.

NEW POLICY:
Residential properties that receive a second meter from the Sewer Department for irrigation or pool recharge purposes will be charged the residential sewer use rate for one hundred percent (100%) of the water usage for domestic purposes, or for one hundred percent (100%) of the difference between
the volume of water metered by the first meter reduced by the volume of water metered by second meter.

Commercial and industrial properties that receive a second meter from the Sewer Department will be charged the nonresidential sewer use rates for one hundred percent (100%) of the water usage for domestic purposes, or for one hundred percent (100%) of the difference between the volume of water metered by the first meter reduced by the volume of water
metered by second meter.

The City of Newburyport reserves the right to inspect the property, and should it be ascertained that water metered for irrigation or pool recharge purposes (non-domestic water) is being discharged into the sanitary sewer system will result in the discontinuance of billing off the second meter, and will result in billing at one hundred percent (100%) of the total water usage in conformity with the sewer use rate and fee schedule.

Use of a second meter as the basis for a sewer use bill for properties is a privilege, not a right, and as such, the City reserves the right to discontinue billing sewer use from a second meter.

OFFICE OF
SEWER COMMISSIONERS
CITY HALL
NEWBURYPORT, MASSACHUSETTS 01950

TELEPHONE
465-4414

Policy No. 2.04

POLICIES AND PROCEDURES
CITY OF NEWBURYPORT
WASTEWATER TREATMENT FACILITY

Prepared by: Brendan B. O'Regan

Approved by Commission:
Revision: Date: 12/18/97

TITLE: POLICY ON AUXILLIARY (SECOND) METERS

1.0 PURPOSE: To distribute the cost of sewer collection and treatment service in the most equitable manner.

2.0 PROCEDURE:
Sewer billing shall be based on the total amount of water that passes through the initial meter (i.e. water used). Use of a second (or third, etc.) meter (associated with lawn watering, fire protection, or any other matter) for the purpose of deducting the water that passes through this auxiliary meter from the consumption used for the sewer bill, shall not be allowed.

3.0 AUTHORITY:
This procedure was originally adopted by the Sewer Commission in 1988 and effective as of this date. It was approved as a formal procedure on November 20, 1997.

Order #4
Aug. 12, 2013

CITY OF NEWBURYPORT

IN CITY COUNCIL

ORDERED:

August 12, 2013

THAT the City Council of the City of Newburyport approves the following Drain Layer / Utility Contractor application for the 2013 construction year:

K&R Construction Company
4 Campground Road
PO Box 163
Boxford, MA 01921

Paperwork on file in the City Clerk's office.

Councillor Ari B. Herzog
Public Utilities Chairperson

CITY OF NEWBURYPORT

DEPARTMENT
OF
PUBLIC SERVICES

ANTHONY J. FURNARI
DIRECTOR

ANDREW M. LAFFERTY
DEPUTY DIRECTOR /
DIRECTOR OF OPERATIONS

16A PERRY WAY
NEWBURYPORT, MA 01950
978-465-4464

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2013 JUL 29 P 1:37

July 25, 2013

To: Richard Jones, City Clerk

Re: Utility Contractor Application

Enclosed is a copy of a new Drain Layer/Utility Contractor application with bond and references to be forwarded to the city council for approval for the 2013 construction year for the contractor listed below:

K & R Construction Co LLC.
4 Campground Rd
PO Box 163
Boxford, MA 01921

Thank you for your attention to this matter.

Very truly yours,

Andrew M. Lafferty
Deputy Director DPS

CC: President of the City Council
Members of the City Council
File

CITY OF NEWBURYPORT
DEPARTMENT OF PUBLIC SERVICES
16A PERRY WAY
NEWBURYPORT, MA 01950

ANTHONY J. FURNARI, DIRECTOR
ANDREW LAFFERTY, DEPUTY DIRECTOR

PHONE: 978-465-4464
FAX: 978-465-1623

Licensed Contractor Application

Submit completed application to DPS at 16A Perry Way, Newburyport, MA

Name of Company: K + R CONSTRUCTION

Name of Owner: RYAN GREENWICH

Contact Person: RYAN GREENWICH

Street Address: 4 CAMPGROUND City: BOXFORD State: MA Zip Code: 01921

Phone #: 978-887-4168 Cell #: 978-300-0212 Fax #: _____

Type of Work Qualified for: (check all that apply)

X Water Service/Main	X Sewer Service/Main	X Drain Laying
X Roadway (incl. curb cuts)	____ Sidewalk	____ Street Occupancy
____ Gas	____ Electric	____ Communications

Submit the Following with this completed Application:

- ☐ **$500 Check non-refundable payable to City of Newburyport**
- ☐ **$5000 or $10,000 Bond ORIGINAL ONLY** ($10,000 Bond for laying Wire or Conduit)
- ☐ **Certificate of Insurance incl. Worker's Compensation Insurance Affidavit** (per M.G.L. .c152)
- ☐ **Minimum 3 Municipal References within the last 5 years of similar work**

K&R Construction Co.
P.O Box 163
Boxford Ma.
01921
978-887-4188

REFERENCES

Wayne A. Chouinard, PE
Town Engineer
Arlington Public Works
(781) 316-3320
E-mail: wchouinard@town.arlington.ma.us
Installation of sewer main, manholes and services

Town Of Melrose
Mathew Hickey, Water Dept.
781-389-7886
Yearly contract for Water Mains & services, Hydrants, Gate valves

Ryan Percival
Town of Reading Engineering Dept.
781-942-9082
Installation of 330' of 12" RCP, Installation of several structures, Reconstruction of detention pond , Paving street

George Nuenaber
North Shore Community College
978-762-4060
Install of 300' 6" SDR 35 sewer service and several structures
Lawn installation , paving and various restoration.

Ihor Ranuik
Town of Andover Plant & Facilities
978-360-5264
Installation of 500' of 21" and 15" RCP and several manhole structures, paving

STREET PERMIT BOND

COMMONWEALTH OF MASSACHUSETTS

Bond No. 105968014

KNOW ALL MEN BY THESE PRESENTS, That we, K & R Construction Co., LLC as Principal, and the Travelers Casualty and Surety Company of America, a corporation duly organized under the laws of the State of CT and having a usual place of business in MA as Surety, are held and firmly bound unto the City of Newburyport, Dept. of Public Services as Obligee, in the full and just sum of Five Thousand ($5,000.00) Dollars, lawful money of the United States, well and truly to be paid and for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the above named Obligee has issued, or is about to issue, or may from time to time hereafter issue to the said Principal a certain license or permit or certain licenses or permits for the use of streets and public ways of the said Obligee.

NOW, THEREFORE, if the said Principal shall faithfully observe and keep each and all of the agreements, stipulations, conditions, specifications and provisions by the said Principal to be kept and performed, contained in said licenses and/or permits issued to the said Principal and in each and every extension of same, according to the full extent and spirit of said license and/or permits, and the ordinances of the said Obligee now relating, or that may relate thereto and shall indemnify and save harmless the said Obligee from all liabilities, loss and expense whatsoever which the said Obligee may incur and suffer arising out of the issuance of such licensees and/or permits and all extensions of the same, and shall make no default therein, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 18 day of July in the year 2013.

K & R Construction Co., LLC

Travelers Casualty and Surety Company of America

By: Michael T Gilbert, Attorney-in-Fact

S-2179 (8/66)

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. **105968014**

Principal: **K & R Construction Co., LLC**
4 Campground Rd. BOXFORD, MA 01921

Obligee: **City of Newburyport., Dept. of Public Services**
16A Perry Way NEWBURYPORT, MA 01950

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michael T Gilbert**, of the City of **Woburn**, State of **MA**, their true and lawful Attorney(s)-In-Fact, to sign, execute, seal and acknowledge the surety bond referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **10th** day of **September, 2012.**

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **10th** day of **September, 2012**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2016.**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18 day of July, 2013.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2013

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

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

PRODUCER
UGONE-JOHNSON INSURANCE AGENCY
DALE E. JOHNSON
7 GROVE ST., SUITE 201
TOPSFIELD, MA 01983

CONTACT NAME: DALE E JOHNSON
PHONE (A/C, No, Ext): (978) 887-8304 | FAX (A/C, No): (978) 887-5517
E-MAIL ADDRESS: DALE_JOHNSON@FARM-FAMILY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FARM FAMILY CASUALTY INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
K & R CONSTRUCTION COMPANY LLC
PO BOX 163
BOXFORD, MA 01921

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			2005L6495	04/20/2013	04/20/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			2001C43416A	04/23/2013	04/23/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			2001E1120	04/20/2013	04/23/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2005W7020	04/20/2013	04/20/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
	KEVIN WITNEY & RYAN GREENWICH ARE EXCLUDED FROM WORK. COMP. COVERAGE							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
LIABILITY POLICY INCLUDES EXCAVATION AND STREET CLEANING

CERTIFICATE HOLDER
CITY OF NEWBURYPORT
DEPARTMENT OF PUBLIC SERVICES
16A TERRY WAY
NEWBURYPORT, MA 01951

CD

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
DALE JOHNSON

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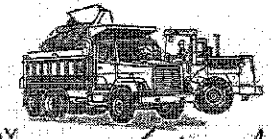


K&R CONSTRUCTION CO., LLC
EXCAVATION - SITE WORK - TRUCKING
PO BOX 163
BOXFORD, MA 01921
(978) 887-4186

EXPLANATION	AMOUNT

5038

53-7054-2113

PAY AMOUNT OF FIVE HUNDRED DOLLARS

CHECK AMOUNT $ 500.00

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
7/23/11	CITY OF Newburyport	Drain Layers LLC	5038

111011

Security Features Included. Details on Back.

TD Bank
America's Most Convenient Bank®

MP

⑈005038⑈ ⑆211370545⑆ 8241411820⑈

Order #5
Aug. 12, 2013

CITY OF NEWBURYPORT

IN CITY COUNCIL

ORDERED: August 12, 2013

Order Relative to Legislation Creating a new Regional Veterans' Services' District to Include the City of Newburyport, the City of Amesbury, the Town of Salisbury, the Town of Merrimac and the Town of Newbury

Whereas, the City of Newburyport and one of more of its neighboring communities, which may include the City of Amesbury, the Town of Salisbury, the Town of Merrimac and the Town of Newbury, wish to create a new regional veterans' services district, and

Whereas, Massachusetts General Laws Chapter 115, Section10 limits participation in such a regional district to adjacent municipalities and only one city per district, and

Whereas, said communities are in essential agreement as to the terms of an Intermunicipal Agreement for operation of such new regional veterans' services district,

Now therefore, be it **Ordered** that:

The City Council of the City of Newburyport hereby authorizes the Mayor, on behalf of the City, to submit a Petition to the General Court of the Commonwealth of Massachusetts to enact an Act creating a new regional veterans' services district, including the City of Newburyport and one of more of its neighboring communities, which may include the City of Amesbury, the Town of Salisbury, the Town of Merrimac and the Town of Newbury, provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Mayor approves amendments to the bill before enactment by the General Court, and to further authorize the Mayor to act on behalf of the City relative to any inquiries and/or changes made by the General Court concerning the proposed Act, and to approve amendments which shall be within the scope of the general public objectives of the petition and to cooperate with the City of Amesbury, the Town of Salisbury, the Town of Merrimac and the Town of Newbury in jointly submitting such petition, as needed:

AN ACT RELATIVE TO A REGIONAL VETERANS' SERVICES DISTRICT IN ESSEX COUNTY.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. The cities of Newburyport and Amesbury and the towns of Salisbury, Newbury and Merrimac, or any two or more of them, may establish a regional veterans' services district under the provisions of section 10 of chapter 115 of the General Laws, notwithstanding that said section 10 limits participation in such a district to adjacent municipalities and only one city per district. Such district shall, other than as set forth herein, comply with the provisions of said section 10 and shall be known as The Hines/Shay Veterans' District.

SECTION 2. Said district may continue so long as the combined population of the cities of Newburyport and Amesbury shall not, by reference to the most recent US Census data, exceed 50,000. In any year in which the combined population of the cities of Newburyport and Amesbury is determined, by reference to the most recent US Census data, to exceed 50,000, the members of said district shall convene a district meeting. The purpose of such district meeting shall be to address a method of reforming the district in compliance with the population requirements of this Act and to establish a reasonable time frame in which to accomplish the transition necessary to such reformation without sacrificing services to the veterans of each community involved in such transition.

SECTION 2. This act shall take effect upon its passage.

_____

Councillor Thomas F. O'Brien

Order #6
Aug. 12, 2013

CITY OF NEWBURYPORT

IN CITY COUNCIL

ORDERED:

August 12, 2013

THAT the CITY COUNCIL of the CITY OF NEWBURYPORT hereby approves the Shellfish Management fees as specified in the attached Shellfish Management Plan entitled "City of Newburyport Shellfish Management Plan For Moderately Contaminated Shellfish Areas" by and between said City and the Massachusetts Division of Marine Fisheries.

Councillor Allison Heartquist

CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY, MAYOR

60 PLEASANT STREET - P.O. BOX 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
978-465-4402 FAX

To: President and Members of the City Council

From: Peter Lombardi, Director of Policy and Administration

Date: August 6, 2013

Subject: Shellfish Management Plan

The Division of Marine Fisheries intends to open approximately 250 acres in Joppa Flats out to Woodbridge Island for shellfishing (see attached map). Since these flats are designated as moderately contaminated, all shellfish harvested from this area are required to be processed at the Shellfish Purification Plant. Given the accessibility of this area to the general public, the Division of Marine Fisheries is concerned that without proper education and consistent enforcement, unlicensed shellfishing may occur. Attached is a shellfish management plan that has been drafted to address those concerns.

The area will be opened as soon as this management plan is approved. It will remain open on a year-round basis, but will be closed after any moderate to significant rain event. The Division of Marine Fisheries estimates that the flats will be open from between 45 to 120 days a year, depending on how frequently it has to be closed due to rain.

Under this management agreement, the City will be able to charge between $100 and $200 per license and $2 per rack. Based on their projections, the Division of Marine Fisheries believes that approximately 3000 bushels will be harvested on an annual basis from these flats. Accordingly, the City anticipates collecting between $6500 and $7500 annually in fees once this area is opened. These fees will be deposited into the Harbor Enterprise Fund.

The plan establishes the Newburyport Shellfish Constable as the enforcement authority. Consistent with what many other coastal municipalities do around the state, the Mayor has appointed the Harbormaster to this position, subject to your confirmation. Mr. Hogg's responsibilities under this new plan will be as follows:

- Inspect racks of shellfish harvested with respect to MGL Chapter 130 section 52, 69 and CMR 322 section 10.04

- Maintain a daily record tracking the number of racks harvested by each Master Digger
- Patrol the area when shellfish are being harvested and monitor shellfish areas and landing sites during closures
- Notify the Massachusetts Division of Marine Fisheries' Shellfish Purification Plant each Friday with the proposed digging schedule and landing site schedule for the following week

The Shellfish Constable will earn a $2500 annual stipend which will be paid in equal bi-weekly installments to account for these additional duties. Based on the projected revenue from opening these new flats, the City will see a net increase of between $4000 and $5000 annually. Mr. Hogg plans on attending the Massachusetts Shellfish Constable Training program held down at Massachusetts Maritime Academy in January 2014. Both the terms of the management plan as well as the stipend rate will be revisited once the flats have been opened for one full year.

Commonwealth of Massachusetts

Division of Marine Fisheries

251 Causeway Street, Suite 400
Boston, Massachusetts 02114
(617) 626-1520
fax (617) 626-1509

Paul J. Diodati
Director

Deval Patrick
Governor
Richard K. Sullivan, Jr.
Secretary
Mary B. Griffin
Commissioner

CITY OF NEWBURYPORT SHELLFISH MANAGEMENT PLAN FOR MODERATELY CONTAMINATED SHELLFISH AREAS

1.) PURPOSE: The following plan is intended for the City of Newburyport as a management, conservation, and law enforcement cooperative measure. This plan is meant to insure adequate control of moderately contaminated shellfish harvest, under the authority of Massachusetts General Laws Chapter 130, Section 52, 74, 74a, 75, 80, 98, and CMR 322 Section 10. For the purpose of this management plan, shellfish shall be defined as soft-shell clams (*Mya arenaria*).

2.) LICENSES: Every digger, Master and Subordinate, shall buy a Commercial Shellfish License from the City of Newburyport, City Clerk. Shellfish Licenses shall be valid for one (1) year commencing January 1st and expiring December 31st. Necessary proof of residence must be to the satisfaction of the City Clerk and shall be in the form of 2 or more of the following instruments, but not limited to: driver's license, voter registration, real estate tax bill, utility bill, school enrollment and/or vehicle registration. Applicants for a Newburyport Shellfish License must possess a valid Master or Subordinate Digger permit issued by the Massachusetts Division of Marine Fisheries. License applicants must submit a signed statement on forms supplied by the City of Newburyport that the applicant has read, is familiar with, and agrees to fully comply with provisions of this management plan.

3.) LICENSE FEES shall be set as follows and may be subject to change in subsequent calendar years by City of Newburyport in consultation with the Massachusetts Division of Marine Fisheries. The City of Newburyport may at any time during a calendar year pro-rate license fees.

Newburyport Residents (Resident License)	$100.^{00}
Massachusetts Residents (Non-resident License)	$200.^{00}
Rack Fee	$2.^{00}/Rack

4.) TRANSACTION CARDS & CLEAN SHELLFISH PERMITS: No digger, Master and Subordinate may have in his or her possession during his or her moderately contaminated shellfish activities a clean shellfish permit, a shellfish endorsement on his or her commercial fishermen permit or a shellfish transaction card. In addition, Master Diggers so engaged in moderately contaminated shellfish activities must surrender any clean shellfish permit, shellfish

endorsement on his or her commercial fishermen permit or a shellfish transaction card other than a special Master digger transaction card to the Massachusetts Division of Marine Fisheries.

5.) ENFORCEMENT: The Shellfish Constable and/or Deputy Shellfish Constable, appointed by the Mayor of the City of Newburyport will enforce the provisions of this management plan and all statutes in accordance with provisions of section 98 Chapter 130 of the Massachusetts General Laws. Officers of the Massachusetts Office of Environmental Law Enforcement will have the authority to enforce the provisions of this management plan.

6.) RACK TRACEABILITY: The Shellfish Constable will maintain a daily record with the number of racks harvested by each Master Digger. Such records will contain, but not be limited to the following information:

a.) The date and proper designation of the shellfish area harvested.
b.) The name of the Master Digger or Supervisor and the permit number of the Master Digger.
c.) The number of racks collected by Master Digger or his/her Supervisor.
d.) The true names and permit numbers of the Subordinate Diggers harvesting that day and numbers of racks each Subordinate dug.

7.) RACK LIMITS: A daily rack limit may be imposed upon each digger when the Massachusetts Division of Marine Fisheries and the City of Newburyport agree a limit is necessary. Any rack limit may also be based upon the capacity of the Massachusetts Division of Marine Fisheries Shellfish Purification Plant. No Master Digger or Subordinate will exceed any such rack limit. The City of Newburyport and the Massachusetts Division of Marine fisheries may agree to set rack limits in shellfishing areas for conservation purposes.

8.) WASHING AND CULLING: Shellfish shall be thoroughly washed with water from the harvest area and dead or broken shellfish or foreign matter removed from the catch prior to loading onto the transport vehicle in accordance with provisions of 322 Code of Massachusetts Regulations 10.04 (3, 4).

9.) HARVEST MONITORING AND PATROL: The Shellfish Constable shall review the Master Diggers Report on a daily basis for completeness, sign and retain the canary colored copy prior to transport. The Shellfish Constable will inspect racks of shellfish harvested with respect to MGL Chapter 130 section 52, 69 and CMR 322 section 10.04. Patrol of the City of Newburyport waterways by the Shellfish Constable must be provided on days that shellfish are being harvested. In addition, the City will adequately patrol or monitor shellfish areas and landing sites during closures.

10.) POSTINGS: The City of Newburyport shall install and maintain orange markers clearly delineating the boundaries between classification areas. *Marine Fisheries* will provide the City of Newburyport with a list and description of the classification areas in the City of Newburyport including information on the classification and locations for installing red/orange markers. In addition, signs will be used to notify the public that the area is contaminated and shellfishing is not permitted. Signs shall be posted by the City of Newburyport at commonly used and/or public access points. The City of Newburyport shall provide postings locations to *Marine Fisheries*.

11.) PROHIBITED: The following are prohibited practices:

a.) No digger, Master or Subordinate, shall contribute to the catch of another digger.

b.) No Master Digger or Subordinate Digger shall exceed a daily limit imposed by the City of Newburyport and/or the Massachusetts Division of Marine Fisheries.

c.) No Master Digger or Subordinate Digger shall be in the possession of seed clams.

12.) HARVESTING SCHEDULE: No more than one conditionally restricted area may be harvested per day. The City and Division of Marine Fisheries may wish to partition the available flats into harvest areas. The conditionally restricted area's status shall be "Open" to clamming by the Massachusetts Division of Marine Fisheries prior to harvest. It is at the discretion of the Shellfish Constable to assign the digging area. The Shellfish Constable will notify the Massachusetts Division of Marine Fisheries' Shellfish Purification Plant each Friday with the proposed digging schedule for the following week. Changes to the digging schedule may be made with the prior approval of the Massachusetts Division of Marine Fisheries. The Shellfish Constable must notify the Massachusetts Office of Environmental Law Enforcement and the Massachusetts Division of Marine Fisheries' Shellfish Purification Plant of a schedule change, due to weather or unpredictable circumstances.

13.) TRANSPORTATION: Shellfish from conditionally restricted areas open to harvest shall be transported to the Massachusetts Division of Marine Fisheries Shellfish Purification Plant via prescribed routes designated by the Division. In a qualified emergency, the Shellfish Constable may make a temporary route change, within their town, with the approval of the Massachusetts Office of Environmental Law Enforcement. The Division of Marine Fisheries Shellfish Purification Plant will be notified immediately upon the temporary change.

14.) HOLD OVER: All shellfish harvested on any "digging day" shall be transported immediately to the Shellfish Purification Plant. Shellfish may be held overnight in an emergency. "Hold over" shellfish will only be allowed with the agreement of Massachusetts Office of Environmental Law Enforcement. The Shellfish Purification Plant will be immediately notified and all conditions of CMR 322 Section 10.06 will be met. Massachusetts Division of Law Enforcement will designate a secure location for "hold over" shellfish. The shellfish will be transported to the Shellfish Purification Plant the next morning. No other shellfish will be transported with "hold over" shellfish.

15.) LANDING SITES: Landing sites shall be designated as follows:

Cashman Park Boating Ramp
Ring's Island Town Pier
Salisbury State Reservation Boating Ramp

It is at the discretion of the Shellfish Constable to assign a landing site. No more than one landing site shall be assigned on any one day when any conditionally restricted area is open to harvest within the City of Newburyport. The Shellfish Constable will notify the Massachusetts Division of Marine Fisheries' Shellfish Purification Plant each Friday with the proposed landing site schedule for the following week. Changes in the landing site schedule by the Shellfish Constable may be made with the approval of Massachusetts Division of Marine Fisheries. The Shellfish Constable will notify the Massachusetts Office of Environmental Law Enforcement on changes in the landing site schedule. It is the responsibility of the City of Newburyport to arrange the use of designated landing sites not under city control.

16.) RESOURCE MANAGEMENT: The City of Newburyport may assess shellfish areas to determine the extent of the shellfish resource. The Massachusetts Division of Marine Fisheries may, as time permits, assist in the resource assessment. The results will be used as a

recommendation to the Newburyport Mayor. Based upon recommendations, the Newburyport Mayor, with the approval of Massachusetts Division of Marine Fisheries, may institute a management closure of a shellfish area, or portion there of, in accordance with the MGL Chapter 130, Section 52 & 54. The Massachusetts Division of Marine Fisheries reserves the right to institute public health closures in accordance with MGL Chapter 130, Sections 74 &74A.

17.) PENALTIES: Whoever violates any provision made under the authority of this management plan shall be subject to the penalties established by the City of Newburyport and in accordance with the MGL Chapter 130.

18.) CHANGES AND REVIEW: This plan shall be reviewed annually by the Massachusetts Division of Marine Fisheries and the Shellfish Constable. Changes may be made at any time upon written request and mutual concurrence of a majority of the Newburyport City Council and Massachusetts Division of Marine Fisheries.

19.) SEVERABILITY: In the event any provision, section, or clause of these rules and regulations is found to be invalid, it shall not affect the validity of the remaining rules and regulations. Should this agreement become burdensome or unmanageable to either party, the agreement may be canceled upon 30 days written notice.

Approved:

City of Newburyport

_____ Date _____

Donna D. Holaday, ***Mayor***

_____ Date _____

Paul Hogg, ***Shellfish Constable***

Massachusetts Division of Marine Fisheries

_____ Date _____

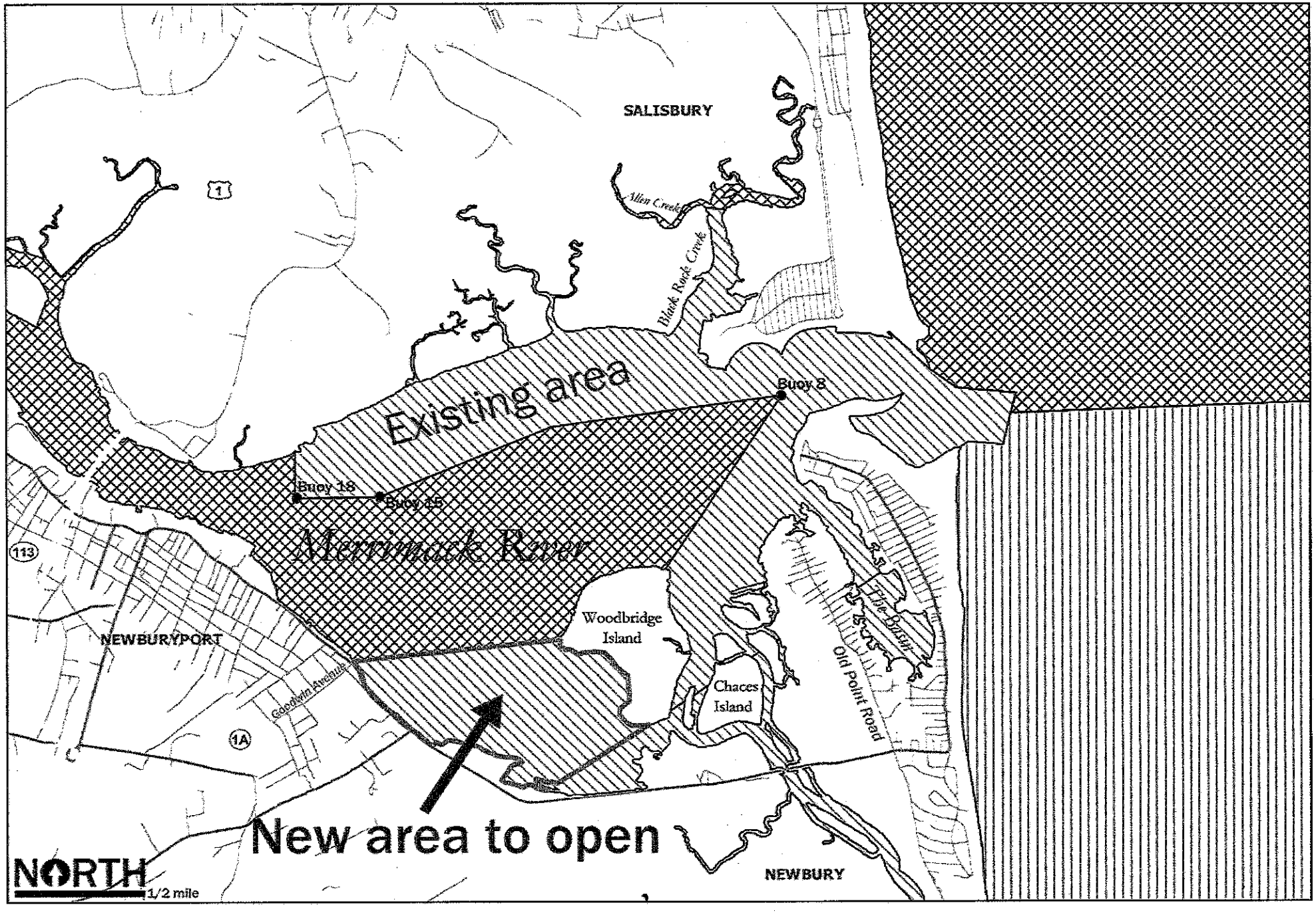
Paul J. Diodati, ***Director***

MarineFisheries
Commonwealth of Massachusetts

Massachusetts
Division of Marine Fisheries
SHELLFISH SANITATION AND MANAGEMENT

Shellfish Area Classification

Approved | Conditionally Approved | Restricted | Conditionally Restricted | Prohibited



ORDINANCES

CITY OF NEWBURYPORT

IN CITY COUNCIL

ORDERED:

August. 12, 2013

AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED TRAFFIC AND MOTOR VEHICLES.

Chapter 13	Traffic and Motor Vehicles
Article IV	Specific Street Schedules
Division 6	Stopping, Standing and Parking
§ 13-179	Handicapped Parking

No person without a duly authorized handicapped vehicle registration or placard, as described in MGL, Chapter 90, § 2, shall park in the following described parking space as designated by signs and symbols:

ADD:

Boardman Street

One (1) space at 17 Boardman, end unit

Councillor Robert J. Cronin

COMMITTEE ITEMS

Communication #7
April 30, 2012

Krist

16 Olive St. • Newburyport, MA 01950
Phone: 978-358-7718 • E-Mail: kristendonahue@yahoo.com

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2012 APR 25 A 8:09

Date: 4/24/12

Newburyport City Council
City Hall
60 Pleasant St.
Newburyport, MA 01950

Dear City Council Members:

I am writing on behalf of the Community Giving Tree of Boxford to ask that you grant permission to the organization to park a small van at Cushing Park for two hours one Saturday a month for the purpose of collecting donations for families in need.

The Community Giving Tree provides low-income families in Essex County with basic necessities such as clothing, school supplies, baby equipment, and personal care items. Many Newburyport families already contribute to the Community Giving Tree, and the organization has offered to help local families donate by coming to us rather than having us individually drive to Boxford. With your permission, the collection van would be parked in the parking lot from 10-12 on the first Saturday of the month year round.

I appreciate your consideration.

Sincerely,

Kristen Donahue

Late File - Order #3
June 25, 2012

CITY OF NEWBURYPORT

IN CITY COUNCIL

ORDERED:

June 25, 2012

WHEREAS, certain residents have expressed concern that there is not enough clearance near driveways and walkways during the Yankee Homecoming Parade, and

WHEREAS, certain resident and non-resident parade watchers habitually set-up chairs and other material to watch the Parade, and

WHEREAS, there exists a certain public safety issue with vehicles and pedestrians using driveways and walkways during the time of the Parade.

NOW, THEREFORE, BE IT ORDERED:

THAT the City Council of the City of Newburyport hereby orders that persons watching the Yankee Homecoming parade leave 15 feet of clearance next to driveways and five feet of clearance next to walkways/home entrances when they are setting up and positioning chairs or other materials for the parade.

Councilor Edward C. Cameron

6/25/12

CITY OF NEWBURYPORT

IN CITY COUNCIL

ORDERED:

April 29, 2013

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 IV	Specific Street Schedules
Division 6	Stopping, Standing and Parking

Delete from:
§ 13-176.1 Same – Thirty minutes

Street	**Extent**
High Street	Northerly side from Ashland St. for a distance northwesterly of approximately 135 feet between the hours of 8:00am and 6:00pm except for Sundays and holidays.

Add to:
§ 13-175 Same – Two hours

No person shall park a vehicle for longer than two (2) hours between the hours of 9:00am and 6:00pm of any day except Sundays and holidays in the following described streets or parts thereof:

Street	**Extent**
High Street	Northerly side from Ashland St. for a distance northwesterly of approximately 135 feet.

Councillor Robert J. Cronin

In City Council April 29, 2013
Motion to refer to Public Safety by Councillor Cronins, seconded by Councillor Derrivan. 10 yes, 1 absent (Heartquist). So voted.

Ordinance #2
May 28, 2013

CITY OF NEWBURYPORT

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2013 MAY 16 P 1:46

refer PS
RC
BD
INJ
TJ

IN CITY COUNCIL

DATE: May 28, 2013

ORDERED:

AN ORDINANCE ENTITLED 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 IV: Specific Street Schedules
Division 3: One-Way Streets
Sec. 13–121: Established

The following are designated as one-way streets and vehicles traveling upon these streets or parts of streets shall move only in the direction indicated below:

ADD:

STREET	EXTENT
Court Street	Northerly from High Street to Washington Street

Councillor Robert J. Cronin

PS
AH
TJ

CITY OF NEWBURYPORT

IN CITY COUNCIL

ORDERED:

June 10, 2013

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 IV Specific Street Schedules
Division 4 Stop Intersections

Section 13-136 Designated

The following streets are designated as stop intersections and vehicles traveling thereon shall come to a complete stop before entering such intersections:

Street	Stop Intersections
Goodwin Avenue	Southwest-bound drivers on Goodwin Ave. at the intersection of Union Street

Councillor Allison Heartquist

PS

DATE: June 24, 2013

AN ORDINANCE ENTITLED 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 IV: Specific Street Schedules
Division 6: Stopping, Standing and Parking
Sec. 13-174: Parking limited—Generally

ADD: No person shall park any vehicle on the following streets or portions of streets during the times indicated below:

Street	Extent
Hale Street	At the entrances to Little River nature trails between dusk and dawn. Dusk and dawn are defined as civil twilight respectively.

Councillor Robert J. Cronin

Motion to refer PS/BC
roll call 11-0

Late File - Ordinance #2
June 24, 2013

pb

CITY OF NEWBURYPORT

IN CITY COUNCIL

ORDERED:

June 24, 2012

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

Add:

(g) (1) by adding the following streets or portions thereof to Zone 2

Otis Street
Garden Street

Councillor Gregory D. Earls

Ordinance #5
November 28, 2011

CITY OF NEWBURYPORT

IN CITY COUNCIL

ORDERED: Date:

November 28, 2011

AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED

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

Chapter 10 Miscellaneous Offenses

§ 10-9 Use or consumption of Marijuana upon public ways, etc.

ADD:

SECTION 1:00

No person shall smoke, ingest, or otherwise use or consume marijuana or tetrahydrocannabinol (as defined in G.L. c. 94C, § 1, as amended) while in or upon any street, sidewalk, public way, footway, passageway, stairs, bridge, park, playground, beach, recreation area, boat landing, public building, schoolhouse, school grounds, cemetery, parking lot, or any area owned by or under the control of the City of Newburyport; or in or upon any bus or other passenger conveyance operated by a common carrier; or in any place accessible to the public.

SECTION 2:00

The provisions of Section 1:00 may be enforced through any lawful means in law or in equity including, but not limited to, enforcement by noncriminal disposition pursuant to M.G.L. c. 40, § 21D, by an law enforcement agent, servant or employee. Any violation of any provision of this ordinance shall be punishable by arrest and or a fine of $300.00 for each offense imposed in the manner provided in Massachusetts General Laws Chapter 40 Section 21D. Any penalty imposed under this by-law shall be in addition to any civil penalty imposed under M.G.L. c. 94C, § 32L.

SECTION 3:00

No person shall, while in or upon any property owned or controlled by the city or in any place accessible to the public, possess marijuana or tetrahydrocannabinol in an amount of one ounce or less.

RS
BD
KIAN

No person shall, while in or upon any property owned or controlled by the city or in any place accessible to the public, smoke, ingest or otherwise use or consume marijuana or tetrahydrocannabinol.

No person shall, while in, on, or within or within one thousand feet of an educational facility or one hundred feet of a public park or playground, use or possess one ounce or less marijuana or tetrahydrocannabinol. As used in this section, "educational facility" shall include the real property comprising a public or private accredited preschool, accredited headstart facility, elementary, vocational, or secondary school whether or not in session.

Violation of any provision of this ordinance shall be punishable by **arrest** and a fine of $100.00 for each offense imposed in the manner provided in Massachusetts General Laws Chapter 40 Section 21D.

Councillor Brian Derrivan

November 22, 2011

Dear City Councilors,

I am writing to you as the Project Director of the city's federal Drug Free Communities Grant. As you probably know, as of January 2009, the possession of less than one ounce of marijuana has been decriminalized in Massachusetts. On Monday, December 28th, Councilor Brian Derrivan (Chair of the Public Safety Committee) will be introducing a local ordinance that would create an additional fine on smoking marijuana in public places. The ordinance in short: No person shall smoke, ingest, or otherwise use or consume marijuana or tetrahydrocannabinol (as defined in G.L. c. 94C, § 1, as amended) while in any public place. The offense is punishable by arrest and/or $300. When this ordinance passes, we would be following over 60 other MA communities who have taken this stand. As supporters of the coalition's mission to reduce underage substance use, we hope you will consider this motion.

This ordinance mirrors the open container law for alcohol and would allow more enforcement in situations such as waterfront concerts, sports events and other public events as well as public spaces such as the boardwalk, Inn Street and local parks.

This fall, we have begun to see some of the effects the decriminalization has had on our communities. The policy has definitely changed the perception of risk by both teens and adults. We have heard time and time again from young people that "it's legal", it's natural", and "everyone does it". Newburyport High School has reported to the BEACON Coalition that up to as many as 10 youth have had expulsion hearings connected to marijuana (on school property) since school began in September. In addition to this, we are also hearing increased reports of driving under the influence of marijuana.

Whether people are pro-or anti marijuana reform, this ordinance is created to protect members of our community who chose not to participate. Marijuana, like cigarettes, affects those around it. This ordinance would help to protect people's right to a healthy environment. In addition, we hope that educating young people on the issue and new bylaw would help to empower the 60% of students who do not smoke pot to continue making that healthy choice.

If you would like any more information please feel free to contact me.

Andrea Egmont
Director of Youth and Recreational Services
Newburyport Youth Services

NOTICE TO RECONSIDER

I wish to reconsider my vote on the matter of amending the zoning map from R-2 to B-1 on Storey Avenue, cast at the City Council meeting of November 14, 2011.

Councillor Ari B. Herzog

Communication #1
June 24, 2013

LHP

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2013 JUN -5 P 1:21

CITY OF NEWBURYPORT
VEHICLES FOR HIRE
BUSINESS OWNERS'S APPLICATION

Please Type or Print Clearly

APPLICANT INFORMATION:

Name of Applicant: Last: Hawlett First Richard Middle Initial: _____

Address: Po Box 1004 City: Seabrook State NH Zip 03874

Phone Number: (978) 417-9974 Message or work phone: (978)-912-2265

Driver's License Number: 09HTR51161 State: NH Expiration Date: 9/16/14

BUSINESS INFORMATION:

Business Name: Seacoast Taxi Business Phone Number: (978) 912-2265

Business Address: Po Box 1004 City: Seabrook State: NH Zip: 03874

Business Mailing Address: Po Box 1004 City: Seabrook State: NH Zip: 03874

Number of vehicles to be operated under this permit: 2

FOR EACH VEHICLE, PLEASE LIST

Reg. # TA19361 Expires: 11/13 Year: 1998 Make: Merc Model: MARQUI

Reg. # TA20080 Expires: 11/13 Year: 2004 Make: Merc Model: MARQUI

Reg. # _____ Expires: _____ Year: _____ Make: _____ Model: _____

Reg. # _____ Expires: _____ Year: _____ Make: _____ Model: _____

Reg. # _____ Expires: _____ Year: _____ Make: _____ Model: _____

Reg. # _____ Expires: _____ Year: _____ Make: _____ Model: _____

VECHICLE REGISTRATION INFORMATION:

Proof of evidence of legal and registered ownership of the vehicle(s) to be used by the applicant must be provided. Attach one (1) copy of each to this application.

INSURANCE INFORMATION:

Must provide proof of personal injury and property damage liability insurance coverage for each permitted taxi for the full time period of the permit, The personal injury coverage shall no be less than one hundred thousand dollars ($100,000) for injury to one person with a total coverage of not less than three hundred thousand dollars ($300,000) for each accident. The property damage coverage shall be not less than fifty thousand dollars ($50,000) per occurrence.
Attach one (1) copy to this application.

I, the undersigned, hereby declare that I have carefully read the Ordinance relating to this business; that I understand it thoroughly and will carry out every provision thereof; that to the best of my knowledge, I have complied with the regulations as outlined. I further state that the statements and answers contained in this application are true to the best of my knowledge and belief, knowing that false statement will be sufficient cause for denial or revocation of said license.

Richard Hewlett _____ Date: 6/17/2013
(Signature of Applicant)

Official Use Only

Office of the City Clerk

Initial Application Fee $ _____ Date Received _____ By _____

Date sent to Police Department _____ New ☐ Renewal ☐

Police Department Use Only Inspection Recommendation for each Vehicle

Cab # ___ License Plate#: _____ VIN# _____ ☐ Approved ☐ Denied

Comments: _____

Cab # ___ License Plate#: _____ VIN# _____ ☐ Approved ☐ Denied

Comments: _____

Cab# ___ License Plate#: _____ VIN# _____ ☐ Approved ☐ Denied

Comments: _____

Cab# ___ License Plate#: _____ VIN# _____ ☐ Approved ☐ Denied

Comments: _____

Cab # ___ License Plate#: _____ VIN# _____ ☐ Approved ☐ Denied

Comments: _____

massDOT Massachusetts Department of Transportation Registry of Motor Vehicles

CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

RMV Division

PLATE TYPE	REGISTRATION NUMBER	REGISTRATION TYPE	EFFECTIVE DATE	EXPIRES LAST DAY OF → MONTH	YEAR	TRANSACTION NUMBER
TAN	TA19361	TAXI	12/31/12	11	13	02236669060106

MFRS MODEL YEAR	MAKE	MODEL	BODY STYLE/TYPE	COLOR
1998	MERC	MARQUI	SEDAN	WHITE

Not valid without official signature of Registrar

IF VEHICLE CARRYING PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED.

TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER.

VEHICLE IDENTIFICATION NUMBER	INSURANCE COMPANY	TITLE NUMBER
2MEFM75W5WX669815	PILGRIM INSURANCE	BK729381

REGISTRAR: Rachel Kaprielian

RESIDENTIAL ADDRESS (IF DIFFERENT)

37 ELMIRA DRIVE NEWBURYPORT, MA 01950-1759 .

NAME(S) OF OWNER(S) AND MAILING ADDRESS

HEWLETT, RICHARD
BX 1004
SEABROOK, NH 03874

FEES

REGISTRATION	60.00
TITLE	0.00
SPECIAL PLATES	0.00
SALES TAX	0.00
TOTAL	60.00

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
REGISTRY OF MOTOR VEHICLES DIVISION

The records of the RMV database constitute the official status of the vehicle registration.

SPECIAL MESSAGE

IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.

CHANGE OF ADDRESS

STREET ADDRESS

CITY, STATE, ZIP CODE

Important Information for Vehicle Owners

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate; upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: www.mass.gov/rmv or by mail to: RMV, P.O. Box 55889, Boston, MA 02205-5889. Once you have reported the address change to the RMV, please write corrected address in box provided above.

- Return the registration plates to the RMV immediately if:
  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the *Bill of Sale, Title,* and completed *Reassignment of Title* for your records to document the transfer.
  - You move to another state and you register the vehicle in that state.
  - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

Transferring Your Plates: Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer **valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer** while you obtain insurance and a new registration. All of the following must be met: **1.** You are at least 18 years of age and you own the motor vehicle or trailer identified on this *Registration Certificate;* **2.** You transfer ownership of this vehicle to another person or permanently lose possession of it (such as through repossession, etc.); **3.** The newly acquired vehicle is of the **same vehicle type** (passenger vehicle to passenger vehicle, trailer to trailer, etc.); the **same registration type** (passenger to passenger, commercial to commercial); and has the **same number of wheels**; and, **4.** The **seller and buyer** properly complete the Assignment of the Certificate of Title (for the newly acquired vehicle) or Certificate of Origin (if a "new" vehicle). If all of the above are met, you may operate the newly acquired vehicle with the transferred plates **up to 5:00 pm of the 7th calendar day** following the date of transfer (or loss of possession). The day of transfer or loss is day #1. During those 7 days, you **must** carry the *Bill of Sale* (or the dealer's *Purchase Contract*) for the newly acquired vehicle **and** this *Registration Certificate* when operating the vehicle. See *FAQs About the Seven-Day Registration Transfer Law* on the RMV's website at **www.mass.gov/rmv.**

No Insurance Card Required: Massachusetts's law does not require an insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. If an insurer is identified on the face of this *Registration Certificate,* it is required by law to electronically notify the RMV (Registry of Motor Vehicles) if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's office.

BE FIRST IN LINE BY GOING ONLINE AT WWW.MASS.GOV/RMV

Schedule a Road Test
Renew Your Driver's License
Renew Your Registration
Pay Citations/Court Hearing Fee
Replace Your Driver's License
Request a Duplicate Title
Request a Duplicate Registration
Change Your Address
Cancel My Plate/Registration
Order a Special Plate

NEED TO VISIT AN RMV OFFICE?
SAVE TIME
Complete Your Application Online!

VISIT OUR WEBSITE FOR A FULL LIST OF AVAILABLE TRANSACTIONS

SPI3061T 04/11

massDOT Massachusetts Department of Transportation Registry of Motor Vehicles

CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

RMV Division

PLATE TYPE	REGISTRATION NUMBER	REGISTRATION TYPE	EFFECTIVE DATE	EXPIRES LAST DAY OF → MONTH	YEAR	TRANSACTION NUMBER
TAN	TA20080	TAXI	12/31/12	11	13	0223666906011

MFRS MODEL YEAR	MAKE	MODEL	BODY STYLE/TYPE	COLOR
2004	MERC	MARQUI	SEDAN	GRAY

Not valid without official signature of Registrar

IF VEHICLE CARRYING PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED.

TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER.

VEHICLE IDENTIFICATION NUMBER	INSURANCE COMPANY	TITLE NUMBER
2MEFM74W54X604073	PILGRIM INSURANCE	BL812117

REGISTRAR: Rachel Kaprielian

RESIDENTIAL ADDRESS (IF DIFFERENT)

37 ELMIRA DRIVE NEWBURYPORT, MA 01950-1759

NAME(S) OF OWNER(S) AND MAILING ADDRESS

HEWLETT, RICHARD
BX 1004
SEABROOK, NH 03874

FEES

REGISTRATION	60.00
TITLE	0.00
SPECIAL PLATES	0.00
SALES TAX	0.00
TOTAL	60.00

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
REGISTRY OF MOTOR VEHICLES DIVISION
The records of the RMV database constitute the official status of the vehicle registration.

SPECIAL MESSAGE

IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.

CHANGE OF ADDRESS

STREET ADDRESS

CITY, STATE, ZIP CODE

Important Information for Vehicle Owners

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: www.mass.gov/rmv or by mail to: RMV, P.O. Box 55889, Boston, MA 02205-5889. Once you have reported the address change to the RMV, please write corrected address in box provided above.

- Return the registration plates to the RMV immediately if:
  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the *Bill of Sale, Title,* and completed *Reassignment of Title* for your records to document the transfer.
  - You move to another state and you register the vehicle in that state.
  - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

Transferring Your Plates: Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer **valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer** while you obtain insurance and a new registration. All of the following must be met: **1.** You are at least 18 years of age and you own the motor vehicle or trailer identified on this *Registration Certificate;* **2.** You transfer ownership of this vehicle to another person or permanently lose possession of it (such as through repossession, etc.); **3.** The newly acquired vehicle is of the **same vehicle type** (passenger vehicle to passenger vehicle, trailer to trailer, etc.); the **same registration type** (passenger to passenger, commercial to commercial); and has the **same number of wheels**; and, **4.** The **seller and buyer** properly complete the Assignment of the Certificate of Title (for the newly acquired "used" vehicle) or Certificate of Origin (if a "new" vehicle). If all of the above are met, you may operate the newly acquired vehicle with the transferred plates **up to 5:00 pm of the 7th calendar day** following the date of transfer (or loss of possession). The day of transfer or loss is day #1. During those 7 days, you **must** carry the *Bill of Sale* (or the dealer's *Purchase Contract*) for the newly acquired vehicle **and** this *Registration Certificate* when operating the vehicle. See *FAQs About the Seven-Day Registration Transfer Law* on the RMV's website at **www.mass.gov/rmv.**

No Insurance Card Required: Massachusetts's law does not require an insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. If an insurer is identified on the face of this *Registration Certificate,* it is required by law to electronically notify the RMV (Registry of Motor Vehicles) if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's office.

BE FIRST IN LINE BY GOING ONLINE AT WWW.MASS.GOV/RMV

- Schedule a Road Test
- Renew Your Driver's License
- Renew Your Registration
- Pay Citations/Court Hearing Fee
- Replace Your Driver's License
- Request a Duplicate Title
- Request a Duplicate Registration
- Change Your Address
- Cancel My Plate/Registration
- Order a Special Plate

NEED TO VISIT AN RMV OFFICE?
SAVE TIME
Complete Your Application Online!

VISIT OUR WEBSITE FOR A FULL LIST OF AVAILABLE TRANSACTIONS

SP13061T 04/11

Transaction Type: RENEWAL
Transaction Effective Date: 02/11/2012
Process Date: 01/04/2012

PILGRIM

For Claims Reporting call 617-956-6100

ISSUING COMPANY:
Pilgrim Insurance Company

Policy Number: TXC00001002732

ITEM ONE – Named Insured and Address
RICHARD HEWLETT
PO BOX 1004
SEABROOK, NH 03874

DECLARATIONS MASSACHUSETTS BUSINESS AUTO COVERAGE FORM

Office/Agent: 9000204

2004 Merc
1998 merc

Agent Name and Address
SALISBURY INSURANCE AGENCY, INC.
10A ELM STREET
SALISBURY, MA 01952

POLICY PERIOD:
Policy Covers FROM 02/11/2012 TO 02/11/2013 12:01 AM EST at the Named Insured's address stated above
NAMED INSURED'S BUSINESS:
FORM OF BUSINESS:
In return for the payment of premium, and subject to all terms of this policy

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTO
This policy only provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "Autos" shown as covered "Autos". "Autos" are shown as covered "Autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Business Auto Coverage Form next to the name of the coverage.

LIABILITY INSURANCE

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form show which autos are covered autos)	LIMIT The most we will pay for any one accident or loss	PREMIUM
Compulsory Bodily Injury	7	$20,000 Each Person $40,000 Each Accident	2,046
Personal Injury Protection	7	$8,000 Each Person	584
Optional Bodily Injury	7	$100,000 Each Person $300,000 Each Accident	1,244
Property Damage	7	$100,000 Each Accident	1,308
Combined Single Limit		$ Each Accident	
Medical Payments	7	$5,000 Each Person	26
Uninsured Motorist	7	$100,000 Each Person $300,000 Each Accident	18
Underinsured Motorist	7	$100,000 Each Person $300,000 Each Accident	84

PHYSICAL DAMAGE INSURANCE
Actual Cash Value or cost of repair, whichever is less, minus the deductible for each Covered Auto

Comprehensive Coverage		SEE SCHEDULE Deductible	
Specified Perils		Deductible	
Collision		SEE SCHEDULE Deductible	
Limited Collision		Deductible	
Rental Reimbursement			
Towing and Labor			
		PREMIUM FOR ENDORSEMENTS	0
		ESTIMATED TOTAL PREMIUM	5,310

Countersigned by: William D. Hartnett — President; Assistant Secretary

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INSURED COPY

120104 120105-085231 TXC00001002732 9000204 120105_085238 0 1 A 199 9 92 31 1577

ITEM THREE – SCHEDULE OF COVERED AUTOS YOU OWN

VEHICLE INFORMATION
DESCRIPTION

Auto No.	Year Make Model Vehicle ID No. (VIN)	Limit of Insurance/ Cost New	Size GVW, GCW or Vehicle Seating Capacity	Territory Town and State where the Covered Auto will be Garaged Territory/Premium Town/Zip
1	2004 MERCURY GRAND MARQUIS GS 2MEFM74W54X604073	$23,970	4,038	NEWBURYPORT, MA, 13 01950
2	1998 MERCURY GRAND MARQUIS LS/LTD EDIT 2MEFM75W5WX669815	$23,790	3,922	NEWBURYPORT, MA, 13 01950

CLASSIFICATION

Auto No.	Use **	Plate No.	Plate Type	Class	Radius	Mobile Equipment	Inspect Code	Loss of Use Day/Amount
1		LV50147	LVN	435900	LOCAL (0 - 50 MILES)		9	
2		LV59343	LVN	435900	LOCAL (0 - 50 MILES)		9	

Business Use: S = Service, R = Retail, C = Commercial, N = Non-Business, H = Heavy Commercial/Special

LIABILITY LIMITS (* Limits in Thousands)

* Compulsory Bodily Injury (20/40)		* PIP 8 per pers.	* Optional Bodily Injury/CSL		* Property Damage (compulsory limit 5)			* Auto Medical Payments		* Uninsured Motorist (compulsory limit 20/40)		* Underinsured Motorist	
Auto No.	Prem	Prem	Limit	Prem	Limit	Ded	Prem	Limit	Prem	Limit	Prem	Limit	Prem
1	$1,023	$292	100/300	$622	100		$654	5	$13	100/300	$9	100/300	$42
2	$1,023	$292	100/300	$622	100		$654	5	$13	100/300	$9	100/300	$42

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120104 120105-095201 TXC00001002732 9000204 120105_095236 01 A 109 11 62 91 1579

ITEM FOUR – SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH $100 COST OF HIRE	FACTOR (If Liability Coverage is primary)	PREMIUM
			TOTAL PREMIUM	

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH $100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIRS. MINUS $. FOR EACH COVERED AUTO. BUT NO DEDUCTIBLE, APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING			
SPECIFIED CAUSES OF LOSSES	ACTUAL CASH VALUE OR COST OF REPAIRS. MINUS $25 Ded. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIRS. MINUS $. FOR EACH COVERED AUTO.			

ITEM FIVE – SCHEDULE FOR NON–OWNERSHIP LIABILITY.

Named Insured's Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees		
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
	Total Premium		

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Communication #2
June 24, 2013

LAP

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2013 JUN -6 P 1:51

NEW FILING ✓
RENEW ____

City of Newburyport

Application

Food Establishment Outdoor Seating on Public Property

Date: June 6, 2013

Name of Business Owner: Nancy Batista-Caswell

Name of Property Owner: Nancy Batista-Caswell

Business Name: Ceia Kitchen + Bar

Business Address: 38 State Street Business Telephone: 978.358.8112

Number of Tables Requested: 6 Dimensions: 23 1/2 in. by 23 1/2 in. Material: Wood

Number of Chairs Requested: 12 Dimensions: 34" height / 16" Length / 17" Wide Material: Wood

☐ 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 ½ 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.

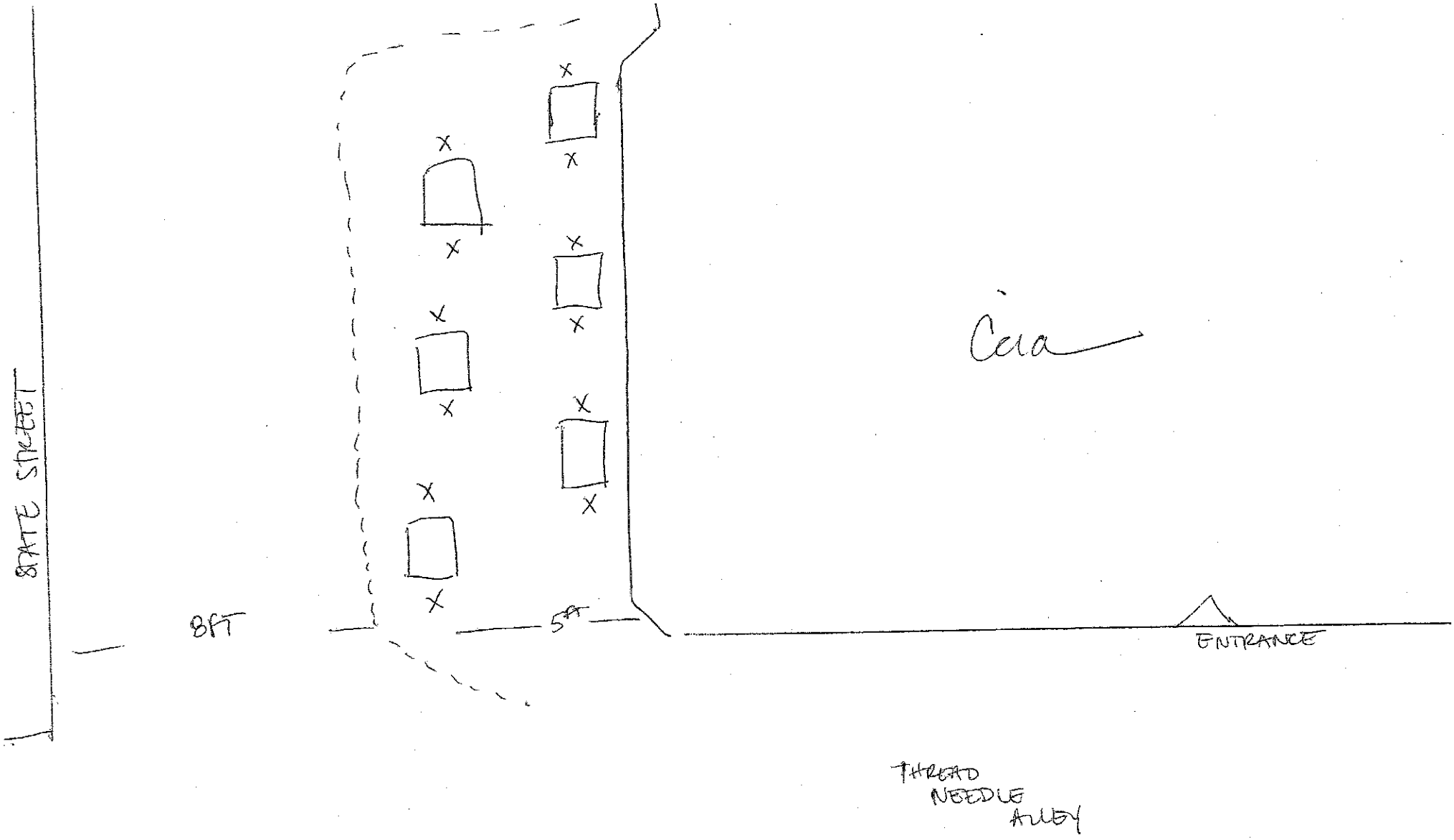
b) 8 ½ x 11 sketch of outdoor seating cited above must also include a depiction and information on the placement, dimensions, and materials used to create a demarcated area for the service of alcohol.

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.

N Blasnell

Signature of Business Owner


STATE STREET
8FT
5FT
ENTRANCE
THREAD
NEEDLE
ALLEY

CEIA-01 OP ID: MB

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/06/13

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

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

PRODUCER
Chase & Lunt LLC
P O Box 590
47 State Street
Newburyport, MA 01950
Mark D. Bailey

978-462-4434
978-465-6204

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arbella Insurance Co.	41360
INSURER B : The Hartford	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Caswell Restaurant Group
dba CEIA Kitchen & Bar
dba Brine
Nancy Caswell
38 State Street
Newburyport, MA 01950

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			8500053592	12/13/12	12/13/13	EACH OCCURRENCE	$ 1,000,000
							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
							Liquor	$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			TBA	12/13/12	12/13/13	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WECLI5514	12/14/12	12/14/13	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Proof of Coverage for 25 State Street and 38 State Street, Newburyport, MA

CERTIFICATE HOLDER

CITYNBT

City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mark D. Bailey

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Communication #3
June 24, 2013

NEW FILING ✓
RENEW ____

LHP

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2013 JUN -6 P 1:56

City of Newburyport

Application

Food Establishment Outdoor Seating on Public Property

Date: June 6, 2013

Name of Business Owner: Nancy Batista-Caswell

Name of Property Owner: Scott Hoppe

Business Name: Brine

Business Address: 25 State Street Newburyport, MA 01950 Business Telephone: 978.358.8479

Number of Tables Requested: 4 Dimensions: 24" Material: Aluminum

Number of Chairs Requested: 8 Dimensions: 24" Material: Aluminum

☐ 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 ½ 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.

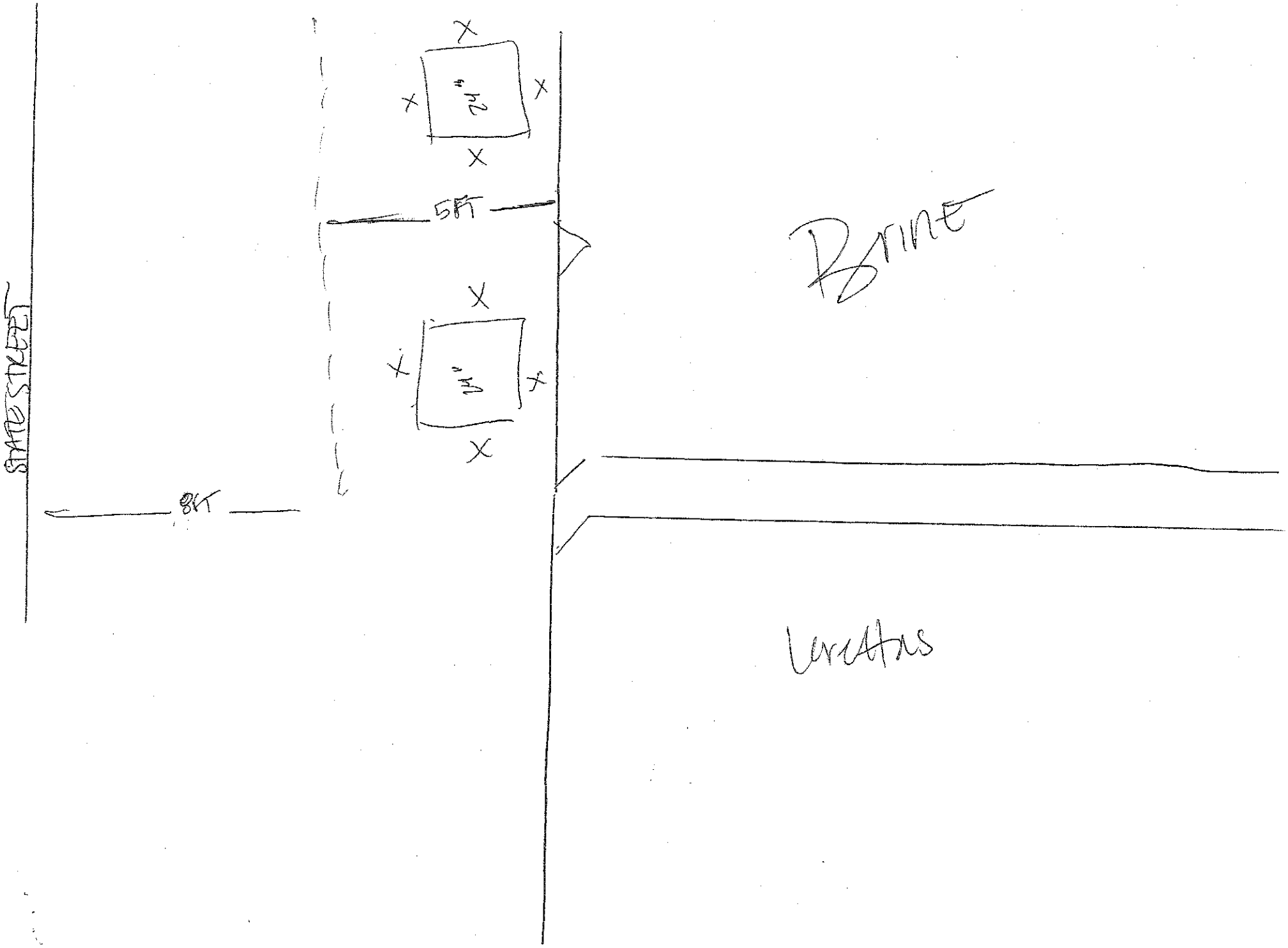
b) 8 ½ x 11 sketch of outdoor seating cited above must also include a depiction and information on the placement, dimensions, and materials used to create a demarcated area for the service of alcohol.

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.

N B Casual

Signature of Business Owner


STATE STREET
8FT
5FT
#2
#3
X
BRINE
Leveltas

CEIA-01 OP ID: MB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/06/13

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Chase & Lunt LLC
P O Box 590
47 State Street
Newburyport, MA 01950
Mark D. Bailey

978-462-4434
978-465-6204

CONTACT NAME:
PHONE (A/C, No. Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arbella Insurance Co.	41360
INSURER B : The Hartford	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Caswell Restaurant Group
dba CEIA Kitchen & Bar
dba Brine
Nancy Caswell
38 State Street
Newburyport, MA 01950

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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							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
							Liquor	$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			TBA	12/13/12	12/13/13	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WECLI5514	12/14/12	12/14/13	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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CERTIFICATE HOLDER

CITYNBT

City of Newburyport
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AUTHORIZED REPRESENTATIVE
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