

CITY COUNCIL MEETING AGENDA - VERSION 1

May 26, 2015

7:30 PM

(Sound Check)

- 1. MOMENT OF SILENCE**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. LATE FILE ITEMS**
- 5. MAYOR'S UPDATE**
- 6. 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.

7. APPROVAL OF MINUTES

May 11, 2015

(Approve)

8. TRANSFERS

1. Mayor/Assessor Overlay Surplus Acct to Valuation/Processing \$1500 (Approve)
2. Library Salaries Staff to Heat/Electricity \$20,000 (Approve)
3. Mayor Insurance 32B \$64,500 - \$2000 to Veterans Benefits, \$50,000 to LGL City Solicitor, \$7500 to Colby Farm Lot 1 Feasibility Study, \$5000 Joppa Park Survey (B&F)

9. COMMUNICATIONS

1. Tier II Boating Infrastructure Grant recipient letter (PS)
2. Seaside Santa Dash Event Application (PS)
3. Letter regarding Emerald Ash Borer (R&F)
4. New Outdoor Seating Application 17 State Street Cafe (PS)
5. Pan Merrimack Challenge Event Application (PS)
6. Comments on Capital Improvement Plan (B&F)

10. APPOINTMENTS – First Reading

APPOINTMENTS

1. Christopher Kealey 8 Payson Street Harbor Commission

June 1, 2017

END OF CONSENT AGENDA

REGULAR AGENDA

11. MAYOR'S Presentation of FY2016 Budget

12. COMMUNICATIONS

7. LATE FILE – Mayor's Communication

13. APPOINTMENTS - Second Reading - None

14. ORDERS

1. Resolution Newburyport Day of Yoga
2. Signs
3. Adopt Energy Aggregation Plan

15. ORDINANCES

1. Amend Ch.9 Article 7 Div. 3 – Regulation of Door to Door Sales
2. Amend Ch. 13 Section 13-168 Parking restricted Toppans Lane

16. COMMITTEE ITEMS

Budget & Finance

In Committee:

1. Mayor letter regarding Order for Revolving Fund Expenses
2. Order Amend Revolving Fund expenses

*03/17/2014

*03/17/2014

3. Order Home Rule Petition- supplementing education budget (COTW) *05/12/2014
4. Amend ORD Ch. 2 Section 2-45 City Council Salary *05/12/2014
5. Amend ORD Ch. 2 Section 2-61A School Committee Salary *05/12/2014
6. Human Resources Dependent Audit *06/30/2014
7. Letter from Hope Church regarding Master Box fee *11/10/2014
8. Harbormaster Rate Increase *03/30/2015
9. FY2015-FY2019 Capital Improvement Program *04/13/2015
10. AFSCME Negotiations – Tentative Agreement *04/27/2015
11. Annual Audit FY2014 Financial Statements – copy on file in City Clerk’s office *04/27/2015
12. AFSCME Negotiations –Tentative agreement details *05/11/2015

General Government

In Committee

1. Letter re: Health Insurance Benefit *05/11/2015

Joint Education

In Committee:

1. Order Home Rule Petition- supplementing education budget (COTW) *05/12/2014

License & Permits

In Committee:

1. Movable Sign Application Newburyport Brewing Company *02/10/2014
2. Amend ORD Sec. 9-114 Transient Vendors Restricted Areas *04/28/2014
3. Letter regarding transient vendor licensing *06/30/2014
4. Taxi License Renewal Harold Congdon Port Taxi, Inc. *01/12/2015
5. Taxi Cab Company Renewal Seacoast Taxi *03/09/2015

Neighborhoods and City Services

In Committee:

1. Amend ORD Part 2 Article III Ch. 3-31 Feeding or baiting of wild birds *01/12/2015
2. Cushing Park *04/13/2015
3. Temple Street sidewalk repair *04/27/2015
4. Letter re: sidewalks and bike paths to Hale Street and West End *05/11/2015

Planning & Development

In Committee:

1. Letter from Newburyport Preservation Trust *03/31/2014
2. First Refusal to Purchase Lot 8 Low Street *01/12/2015
3. Amend ORD Zoning Map Sec. III-C “Back Bay Area Zoning Map Change” *01/12/2015
4. Amend Zoning ORD Appendix A Sec. XXIX Smart Growth District (SGOD) *01/29/2015
5. Request to present to City Council Essex Tech High School *05/11/2015
6. Amend Zoning Add Office Uses at Business Park *05/11/2015
7. Amend Zoning Definitions 2 Family and Multi-Family uses *05/11/2015

Public Safety

In Committee:

1. Letter from Yankee Homecoming 2015 General Chair *02/23/2015
2. Letter from Chamber of Commerce on 2015 use of streets *02/23/2015
3. Coastal Trails Coalition Slow Bike Race July 29, 2015 *03/30/2015
4. London Livery request for valet parking at 38 State Street *04/27/2015
5. Neurofibromatosis Northeast 5th Annual Coast to Cure, Sept. 12, 2015 *05/11/2015

Public Utilities Committee

In Committee:

1. Water and Sewer Commissions adjustment of sewer bill charges re second meters *11/24/2014

Rules Committee

17. GOOD OF THE ORDER

18. ADJOURNMENT

CONSENT AGENDA

CITY COUNCIL MEETING MINUTES - VERSION 1

May 11, 2015

7:00 PM

CAPITAL IMPROVEMENT PROGRAM HEARING – CHARTER SEC.6-5

Council President O'Brien called the meeting to order at 7:00 pm. He then turned the meeting over to Councillor Tontar to preside. Councillor Tontar instructed the City Clerk to call the roll. The following Councillors answered present: Cameron, Connell, Cronin, Eigerman, Giunta, Heartquist, Herzog, Kinsey, Vogel, O'Brien and Tontar. 11 present.

Councillor Tontar asked if anyone wished to be heard. Sharif Zeid of 192 Water Street spoke. Sheila Mullins of 7 Parsons Street spoke.

Councillor Cameron motioned to close the meeting, seconded by Councillor Eigerman. So voted.

7:30 PM

Council Meeting

Council President O'Brien called the meeting to order at 7:30 pm. A moment of silence was held for Janet Marcus, former chairman of the Newburyport Redevelopment Authority and Frank DeZenzo, the father in law of the Mayor and former Veterans Office Director. 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, Eigerman, Giunta, Heartquist, Herzog, Kinsey, Tontar, Vogel and O'Brien. 11 present.

1. LATE FILES – Mayor's Update Communication #8, and Order # 2

Motion to waive the rules and accept the late file items by Councillor Herzog, seconded by Councillor Tontar. 10 yes, 1 no (TO). So voted.

2. PUBLIC COMMENT

1. Diana Kerry

33 Temple Street

ZBA

3. MAYOR'S UPDATE

The Mayor gave an update.

CONSENT AGENDA

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4. APPROVAL OF MINUTES

April 27, 2015

(Approved)

5. TRANSFERS - None

6. COMMUNICATIONS

1. Neurofibromatosis Northeast 5th Annual Coast to Cure, Sept. 12, 2015

(PS)

2. Letter supporting proposed Smart Growth District from Chamber of Commerce

(R&F)

3. Letter re: sidewalks and bike paths to Hale Street and West End

(N&CS)

4. Block Party Application, Lincoln Street between Beacon and Marlboro

(Approve)

5. AFSCME Negotiations –Tentative agreement details

(B&F)

6. Request to present to City Council Essex Tech High School

(P&D, PU)

Removed by Councillor Herzog.

7. Letter re: Health Insurance Benefit

(GG)

7. APPOINTMENTS – First Reading - None

END OF CONSENT AGENDA

Motion to approve the consent agenda as amended by Councillor Cameron, seconded by Councillor Herzog. So voted.

REGULAR AGENDA

8. COMMUNICATIONS

6. Request to present to City Council Essex Tech High School

Motion to refer to Planning & Development and Committee of the Whole by Councillor Cameron, seconded by Councillor Giunta. So voted.

8. LATE FILE – Mayor’s Communication

Motion to receive and file by Councillor Cameron, seconded by Councillor Kinsey. So voted.

9. APPOINTMENTS - Second Reading

APPOINTMENTS

1. Constance Maass 4 Smith Street Bartlet Mall Commission February 1, 2018

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

10. ORDERS

1. Authorization Acceptance of Wine OS

Motion to approve by Councillor Cronin, seconded by Councillor Kinsey. Roll call vote, 11 yes. So voted.

2. LATE FILE Acceptance Ch329 Acts1987

Motion to approve by Councillor Eigerman, seconded by Councillor Heartquist. Roll call vote, 11 yes. So voted.

11. ORDINANCES

1. Amend Zoning Add Office Uses at Business Park

Motion to refer to Planning & Development by Councillor Eigerman, seconded by Councillor Vogel. So voted.

2. Amend Zoning Definitions 2 Family and Multi-Family uses

Motion to refer to Planning & Development by Councillor Eigerman, seconded by Councillor Cameron. So voted.

12. COMMITTEE ITEMS

Budget & Finance

In Committee:

1. Mayor letter regarding Order for Revolving Fund Expenses *03/17/2014
2. Order Amend Revolving Fund expenses *03/17/2014
3. Order Home Rule Petition- supplementing education budget (COTW) *05/12/2014
4. Amend ORD Ch. 2 Section 2-45 City Council Salary *05/12/2014
5. Amend ORD Ch. 2 Section 2-61A School Committee Salary *05/12/2014
6. Human Resources Dependent Audit *06/30/2014
7. Letter from Hope Church regarding Master Box fee *11/10/2014
8. Harbormaster Rate Increase *03/30/2015
9. FY2015-FY2019 Capital Improvement Program *04/13/2015
10. School Dept School Expenses to School Lunch Program \$25,000 *04/27/2015

Motion to remove by Councillor Tontar, seconded by Councillor Cameron. So voted. Motion to approve by Councillor Tontar, seconded by Councillor Cameron. So voted.

11. AFSCME Negotiations – Tentative Agreement *04/27/2015
12. Annual Audit FY2014 Financial Statements – copy on file in City Clerk’s office *04/27/2015

General Government

Joint Education

In Committee:

1. Order Home Rule Petition- supplementing education budget (COTW) *05/12/2014

License & Permits

In Committee:

1. Movable Sign Application Newburyport Brewing Company *02/10/2014
2. Amend ORD Sec. 9-114 Transient Vendors Restricted Areas *04/28/2014
3. Letter regarding transient vendor licensing *06/30/2014
4. Taxi License Renewal Harold Congdon Port Taxi, Inc. *01/12/2015
5. Taxi Cab Company Renewal Seacoast Taxi *03/09/2015

Neighborhoods and City Services

In Committee:

1. Amend ORD Part 2 Article III Ch. 3-31 Feeding or baiting of wild birds *01/12/2015
2. Cushing Park *04/13/2015
3. Temple Street sidewalk repair *04/27/2015

Planning & Development

Councillor Cameron announced a joint hearing on June 17th on the Smart Growth plan.

In Committee:

1. Letter from Newburyport Preservation Trust *03/31/2014
2. First Refusal to Purchase Lot 8 Low Street *01/12/2015
3. Amend ORD Zoning Map Sec. III-C "Back Bay Area Zoning Map Change" *01/12/2015
4. Amend Zoning ORD Appendix A Sec. XXIX Smart Growth District (SGOD) *01/29/2015
5. Accept Oleo Woods land *04/13/2015

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

6. Accept Woodman Way land *04/13/2015

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

Public Safety

In Committee:

1. Letter for use of Brown Square June 7, 2015 *02/12/2015

Motion to remove by Councillor Cronin, seconded by Councillor Giunta. So voted. Motion to approve by Councillor Cronin, seconded by Councillor Giunta. So voted.

2. Letter from Yankee Homecoming 2015 General Chair *02/23/2015
3. Letter from Chamber of Commerce on 2015 use of streets *02/23/2015
4. 4th Annual Pan Mass Challenge Greater Newburyport Kids Ride June 28, 2015 *03/09/2015

Motion to remove by Councillor Cronin, seconded by Councillor Cameron. So voted. Motion to approve by Councillor Cronin, seconded by Councillor Connell. So voted.

5. Coastal Trails Coalition Slow Bike Race July 29, 2015 *03/30/2015
6. London Livery request for valet parking at 38 State Street *04/27/2015

Public Utilities Committee

In Committee:

1. Water and Sewer Commissions adjustment of sewer bill charges re second meters *11/24/2014

Rules Committee

13. GOOD OF THE ORDER

Councillor Kinsey talked about the cooperation of all interested parties in Newburyport as shown in Port Pride, the Stadium Restore campaign and building of the Bresnahan school.

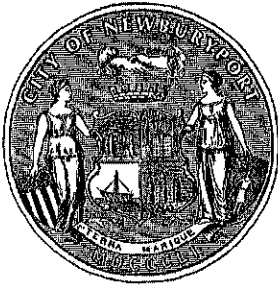
Councillor Cameron announced that Councillor Cronin had a very significant birthday.

Councillor Cronin stated that it was the 15th anniversary of his 45th birthday.

14. ADJOURNMENT

Councillor Kinsey moved to adjourn, seconded by Councilor Cameron at 8:12 pm. So voted.

TRANSFERS



City of Newburyport
OFFICE OF THE ASSESSOR

City Hall
60 Pleasant Street
Newburyport, MA 01950
(978)465-4403 / Fx (978)462-8495

RECEIVED
CITY OF NEWBURYPORT OFFICE
CITY OF NEWBURYPORT, MA
2015 MAY 19 P 2:42

DATE: May 19, 2015

TO: Ethan Manning, Finance Director
FROM: Daniel Raycroft, City Assessor

SUBJ: Overlay Surplus

Ethan,

**I hereby authorize the release of \$1,500.00 from our 2005 Overlay account,
To be transferred into Overlay Surplus Account #01-35200.**



City of Newburyport

FY 2015

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2015 MAY 19 P 2:42

Department: Mayor / Assessor

Submitted by: Mayor Holaday / Dan Raycroft

Date Submitted: 5/19/2015

Transfer From:

Account Name	Overlay Surplus Account	YTD Bal:	\$ 1,500.00
Account Number:	01-35200	Trans In:	\$ -
Amount:	\$1,500.00	Trans Out:	\$ -
Why are Funds Available:	<i>Funds that have been reserved for real estate and personal property tax abatements are no longer required to cover future abatements and have been declared surplus by the City Assessor. Overlay surplus can be used for any municipal purpose with the approval of the Mayor and a majority vote of the City Council. Overlay reserves from FY2005 are available.</i>		

Transfer To:

Account Name	Valuation/Processing	YTD Bal:	\$ -
Account Number:	01141002-53003	Trans In:	\$ -
Amount:	\$1,500.00	Trans Out:	\$ -
Why are Funds Required:	<i>To fund the cost of field work performed during FY2015.</i>		

Donna D. Holaday, Mayor
Ethan Manning, Auditor
City Council Approval: (Stamp)

Donna D. Holaday
Ethan Manning

Date: 5/19/15
Date: 5/19/15



Transfer #2
May 26, 2015

City of Newburyport
FY 2015
BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2015 MAY 19 P 2:42

Department: Library

Submitted by: Cynthia Dadd

Date Submitted: 5/19/2015

Transfer From:

Account Name	Salaries - Staff	YTD Bal:	\$ 115,140.74
Account Number:	01610001-51156	Trans In:	\$ -
Amount:	\$20,000.00	Trans Out:	\$ -
Why are Funds Available:	<i>Vacancies in the library staff this year resulted in new staff hired at lower pay rates. There were also some time gaps between former staff departures and new staff start dates.</i>		

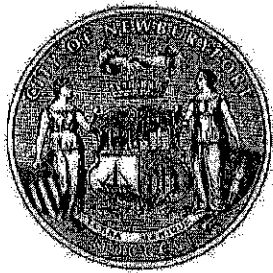
Transfer To:

Account Name	Heat/Electricity	YTD Bal:	\$ 11,421.91
Account Number:	01610002-52101	Trans In:	\$ -
Amount:	\$20,000.00	Trans Out:	\$ -
Why are Funds Required:	<i>Current bills to be processed will put this account into deficit. Electric bills were higher than usual this fiscal year.</i>		

Donna D. Holaday, Mayor
Ethan R. Manning, Auditor
City Council Approval: (Stamp)

Donna D. Holaday
Ethan R. Manning

Date: 5/19/15
Date: 5/19/15



CITY OF NEWBURYPORT
OFFICE OF PLANNING AND DEVELOPMENT

60 PLEASANT STREET • P.O. BOX 550

NEWBURYPORT, MA 01950

(978) 465-4400 • (978) 465-4452 (FAX)

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2015 MAY 19 P 2:42

DONNA D. HOLADAY
MAYOR

MEMORANDUM

TO: **NEWBURYPORT CITY COUNCIL**
FROM: **LISE REID, PARKS DIRECTOR**
SUBJECT: **JOPPA PARK SURVEY AND COLBY FARM FEASIBILITY FUNDING**
DATE: **5/19/15**

We are writing to respectfully request that the City Council approve allocation of \$12,500 to support an appraisal and geotechnical study of the Colby Farm "Lot 1" property and a survey of Joppa Park.

As the City considers purchase of Lot 1 of the Colby Farm property off of Low Street and Crow Lane, we are assessing the feasibility of potentially building an athletic facility on the site in the future. A geotechnical study will inform us of surface and subsurface conditions including a detailed investigation of the soil to determine the soil strength, composition, water content, and other important soil characteristics. We are particularly interested to know whether there are unusual drainage conditions that might result in higher-than-normal costs of building a field there. The projected cost is \$5,000.

As the listed asking price of \$400,000 for Lot 1 of the Colby Farm property appears high, we would like to hire a professional appraiser to make an independent market determination of land value to provide an independent basis for potentially negotiating a lower price. The projected cost is \$2,500.

Joppa Park has been considered a municipal park since it was built off of Water Street in 1971-1972. The City has maintained the park, installed improvements, and is currently installing interpretive signage. It is listed in state inventories and local plans as municipally owned. However, there is no deed associated with the park and this has created complications for the City seeking state and federal funding to support improvements to the property, whether for the anticipated Rail Trail connection or for potential repairs to the walkway and seawall. A survey needs to be conducted and existing conditions base plan developed showing basic features such as walkways, sea wall, rip rap, lawn, benches, landscaping, fencing, curbs, the approximate high tide line, abutters within 10', etc. The resulting legal property description will support clearing title and securing outside funding. The projected survey cost is \$5,000.

Thank you for your consideration.



Transfer #3
May 26, 2015

City of Newburyport
FY 2015
BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2015 MAY 19 P 2:42

Department: Mayor's Office

Submitted by: Mayor Donna D. Holaday

Date Submitted: 5/19/2015

Transfer From:

Account Name	Insurance - 32-B	YTD Bal:	\$ 1,257,231.55
Account Number:	01914001-51700	Trans In:	\$ -
Amount:	\$64,500.00	Trans Out:	\$ -
Why are Funds Available:	<i>A surplus is anticipated in this account at year-end.</i>		

Transfer To:

Account Name	Veterans Benefits	YTD Bal:	\$ 175,573.43
Account Number:	01543007-57700	Trans In:	\$ 17,000.00
Amount:	\$2,000.00	Trans Out:	\$ -
Why are Funds Required:	<i>Unexpected payout in May. This will cover the shortfall for the final month.</i>		

Transfer To:

Account Name	LGL City Solicitor	YTD Bal:	\$ (24,990.60)
Account Number:	01543007-57700	Trans In:	\$ -
Amount:	\$50,000.00	Trans Out:	\$ -
Why are Funds Required:	<i>The City annually budgets \$70,000 to fund the City Solicitor, Kopelman & Paige. Higher than anticipated costs were incurred during FY2015 in order to obtain easements necessary to complete the final phase of the Clipper City Rail Trail Project.</i>		

Transfer To:

Account Name	Colby Farm Lot 1 Feasibility Study	YTD Bal:	\$ -
Account Number:	3510-49710	Trans In:	\$ -
Amount:	\$7,500.00	Trans Out:	\$ -
Why are Funds Required:	<i>See attached explanatory memo.</i>		

Transfer To:

Account Name	Joppa Park Survey	YTD Bal:	\$ -
Account Number:	3511-49710	Trans In:	\$ -
Amount:	\$5,000.00	Trans Out:	\$ -
Why are Funds Required:	<i>See attached explanatory memo.</i>		

Donna D. Holaday, Mayor
Ethan R. Manning, Auditor
City Council Approval: (Stamp)

Donna D. Holaday
Ethan R. Manning

Date: 5/19/15
Date: 5/19/15

COMMUNICATIONS



CHARLES D. BAKER
GOVERNOR

OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS

STATE HOUSE • BOSTON, MA 02133

(617) 725-4000

KARYN E. POLITO
LIEUTENANT GOVERNOR

May 5, 2015

The Honorable Donna D. Holaday
Mayor of Newburyport
City Hall
60 Pleasant Street
P.O. Box 550
Newburyport, MA 01950

Dear Mayor Holaday:

We are pleased to inform you that the City of Newburyport's Tier II Boating Infrastructure Grant Proposal, the Newburyport Visiting Transient Boater Project, has been selected as one of this year's recipients for funding by the U.S. Fish and Wildlife Service.

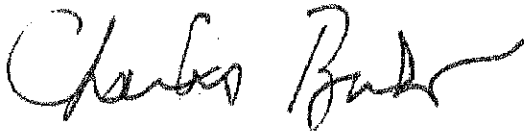
The Tier II Boating Infrastructure Grant (BIG) is a nationally competitive grant, administered in Massachusetts by the Department of Fish and Game's Division of Marine Fisheries. In 2015, \$12.2 million has been awarded in 10 states, with \$448,059 awarded to Newburyport. The BIG grant program was created to increase transient boater port access for boats that are 26 feet or greater in length. Funding comes from the Sport Fish Restoration and Boating Trust Fund, which boaters and manufacturers support through excise and other taxes on gasoline and fishing and boating equipment.

Grant and matching funds for this project total \$737,892. The money is slated to construct a transient boater visitor's center that includes dedicated showers, toilets, laundry facilities, a reception area, and dinghy dock space for recreational boaters with vessels that are 26 feet or longer. The project also includes six dedicated transient moorings.

The City of Newburyport and its local project partners -- the Newburyport Waterfront Trust and the Newburyport Redevelopment Authority -- have promised to contribute \$232,033 in matching funds and services that are eligible for the transient boat access portion of the overall project and are required by this BIG grant.

Congratulations to the City of Newburyport and your project partners. The Commonwealth is committed to working with you through the remaining grant process to make sure that this recreational boating access becomes a reality. Please have your staff coordinate with Stephanie Cunningham, Division of Marine Fisheries Federal Grants Coordinator (978-282-0308 ext. 133).

Sincerely,



Governor Charles D. Baker



Lt. Governor Karyn E. Polito

Cc:

Energy and Environmental Affairs Secretary Matthew Beaton
DFG Commissioner George Peterson
DFG Deputy Commissioner Mary-Lee King
DMF Acting Director David Pierce
Paul Hogg, Harbormaster

NEWBURYPORT SPECIAL EVENT APPLICATION

SPECIAL EVENTS

Tel. (978)-465-4407 Fax. (978)-462-7936

(For Parades, Road Races and Walkathons Only - Please complete reverse side of this application)

SEASIDE SANTA DASH

NAME OF EVENT:

1. Date: DECEMBER 5, 2015 Time: from 8:30AM to 11:30 AM
Rain Date: DECEMBER 6, 2015 Time: from 8:30AM to 11:30AM
2. Location: START AND FINISH AT MICHAEL'S HARBORSIDE RESTAURANT
3. Description of Property: 1 Tournament Wharf, Newburyport, MA 01950 Public ☐ Private ☒
4. Name of Organizer: JACKALOPE SPORTS, LLC City Sponsored Event: Yes ☐ No ☒
Contact JACK FLEMING Person:
Address: 10 TALL PINES ROAD, STRATHAM, NH 03885 207.467.3014 Telephone:
E-Mail: jack@jackalopesports.com Cell Phone: 207.251.9370
Day of Event Contact & Phone: 207.251.9370
5. Number of Attendees Expected: 500
6. MA Tax Number: _____
7. Is the Event Being Advertised? YES Where? Running websites, face book, flyers
8. What Age Group is the Event Targeted to? 10-80
9. Have You Notified Neighborhood Groups or Abutters? Yes ☐ No ☒ Who? _____
Will notify prior to race

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

- A. Vending: Food ☐ Beverages ☐ Alcohol ☐ Goods ☐ Total # of Vendors _____
- B. Entertainment: (Subject to City's Noise Ordinance.) Live Music ☐ DJ ☐ Radio/CD ☐
Performers ☐ Dancing ☐ Amplified Sound ☐ Stage ☐
- C. Games /Rides: Adult Rides ☐ Kiddie Rides ☐ Games ☐ Raffle ☐
Other ☐ Total # _____
Name of Carnival Operator: _____
Address: _____
Telephone: _____
- D. Clean Up: # of additional trash receptacles required _____ # of additional recycling receptacles required _____
- E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)
10-15 Standard # 2-3 ADA accessible

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE X

WALKATHON _____

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon: Jackalope Sports, LLC - Toys collected for TOYS FOR TOTS and portion of proceeds to TOYS FOR TOTS
2. Name, Address & Daytime Phone Number of Organizer: Jackalope Sports, LLC
10 Tall Pines Road, Stratham, NH 03885
207.467.3014
3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up _____
Jack Fleming - cell = 207.251.9370
4. Date of Event: December 5, 2015 Expected Number of Participants: 500
5. Start Time: 9AM - Race Expected End Time: 10:30AM - Race
6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): _____
Course Map Attached
7. Locations of Water Stops (if any): _____
8. Will Detours for Motor Vehicles Be Required? NO If so, where? _____
9. Formation Location & Time for Participants: 8AM AT MICHAEL'S HARBORSIDE PARKING LOT
10. Dismissal Location & Time for Participants: 11:30AM FROM MICHAEL'S HARBORSIDE
11. Additional Parade Information:
 - Number of Floats: N/A
 - Locations of Viewing Stations: N/A
 - Are Weapons Being Carried: Yes _____ No X
 - Are Marshalls Being Assigned to Keep Parade Moving: Yes X No _____

VOLUNTEERS ON COURSE

DEPARTMENT APPROVAL (For Committee members use only):

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

Approval
Required

Date: _____ Signature: _____

1. Special Events: _____
2. Police: [Signature]
Is Police Detail Required: YES # of Details Assigned: TBA
3. Traffic, Parking & Transportation: _____
4. ISD/Health: _____
5. ISD/Building: _____
6. Electrical: _____
7. Fire: [Signature]
Is Fire Detail Required: [Signature] # of Details Assigned: _____
8. Public Works: [Signature]
9. Recreation Department: N/A
10. License Commission: N/A

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

Limitations

- (a) "Procedure" All road racing, walkathon, bicycle, or swimming events shall, through that event's organizer, board of directors, charity foundation or designee apply for authorization to hold the event through the Office of the City Clerk. The City Clerk upon review of the completed form will place the application on the regular City Council agenda. Upon following the procedures of the Council, as deemed appropriated in the sole judgment of the Council, the application will be considered approved if the Council votes favorably by majority. The event will name one person responsible on the application and shall provide contact information to include name, address and telephone number.
- (b) "Exemptions" Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.
- (c) "Course map", All applications shall be accompanied by a course map showing the event route, water stops, refreshment stops, and so-called "porta-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by Police, Fire, Department of Public Services, Parks Commission and Harbormasters Departments prior to submission to the City Clerk.
- (d) "Electronic Amplifier" Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 A.M. except for Sundays when electronic amplifiers, loud speakers or bullhorns will be used for public address announcements or music before 9:00 AM. This shall be deemed a requirement for all permitted events regardless of type or location.
- (e) "Road Closure" No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents ten (10) days in advance that neighborhood roads will be closed if no alternate route is available to those residents.

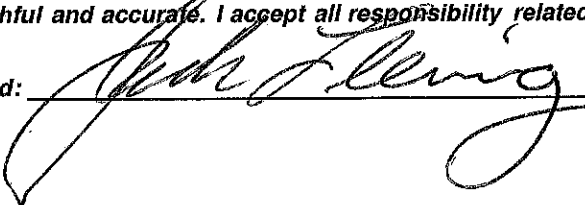
- ✓ (f) *"Insurance"* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an insured. The policy shall be no less than two million dollars (\$2,000,000.00).
- (g) *"Event termination"* If in the judgment of the City Marshal, Fire Chief or Department of Public Services (DPS) Director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the Harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.
- (h) *"Event and traffic Security"* The City Marshal, Fire Chief, DPS Director or in the case of a triathlon, the Harbormaster can require special duty personnel to oversee the safety and security of the event. All special duty assignments will be paid by the event organizers.
- (i) *"Clean-up"* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

13-101 Enforcement

- (a) *"Regulations"* Consistent with this ordinance, the city shall promulgate regulations to enforce and otherwise implement the provisions of this ordinance upon passage by the City Council. Any event previously approved by City Council shall be deemed permitted.
- (b) *"Warning"* In the circumstance that this ordinance is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the City Clerk and City Council and may be used as a factor in future application approvals and denials.
- (c) *"Noncriminal Disposition"* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in Subsection 1-17 of Chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in 13-101(d)
- (d) *"Violation"* The non-criminal violation shall be \$100.00 for the first offense and \$250.00 for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the City Clerk and City Council and shall be used as a factor in future application approvals and denials.

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

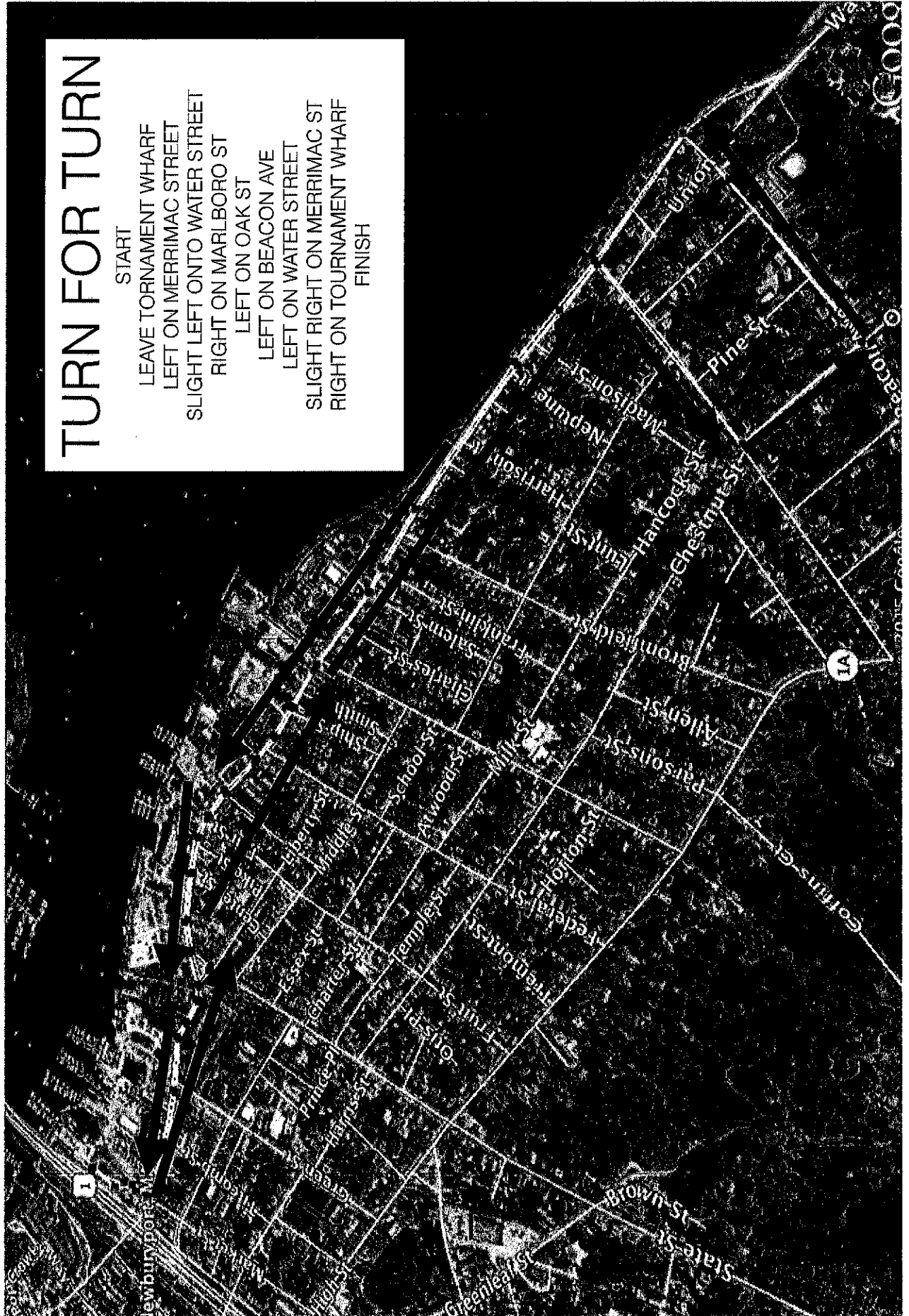
Signed: _____



Date: _____

5/19/15

5K COURSE OPTION #1



TURN FOR TURN

START

- LEAVE TOURNAMENT WHARF
- LEFT ON MERRIMAC STREET
- SLIGHT LEFT ONTO WATER STREET
- RIGHT ON MARLBORO ST
- LEFT ON OAK ST
- LEFT ON BEACON AVE
- LEFT ON WATER STREET
- SLIGHT RIGHT ON MERRIMAC ST
- RIGHT ON TOURNAMENT WHARF

FINISH



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2014

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 Cornerstone Risk Management, LLC PO Box 2285 Brattleboro VT 05303	CONTACT NAME: Susan Cagen PHONE (A/C No. Ext): (802) 275-5335 FAX (A/C No.): (802) 275-5334 E-MAIL: susan.cagen@cornerstone-na.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: United States Fire Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
---	--

COVERAGES CERTIFICATE NUMBER: CL1412100536 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						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		FLD GL 120114	12/13/2014	12/14/2014	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Participant Acc Med	X		FLD ACC MED 120114	12/13/2014	12/14/2014	\$25,000 Limit \$100 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is named as Additional Insured only with respect to acts of the Named Insured and only with respect to the Operations of the Insured during the coverage period.

CERTIFICATE HOLDER

CANCELLATION

Town of Kennebunk
1 Summer Street
Kennebunk, ME 04043

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

C Wocell/DSZ

Seaside Santa Dash - December 5, 2015

Special Event Application

To whom it may concern,

Attached is the Special Event permit for a 5K Road race called the Seaside Santa Dash. This race would start and finish in the parking lot of Michael's harbored restaurant and start at 9AM finishing by 11AM on the road and there would be awards and gathering Michael's harbored from 10:30AM-1PM.

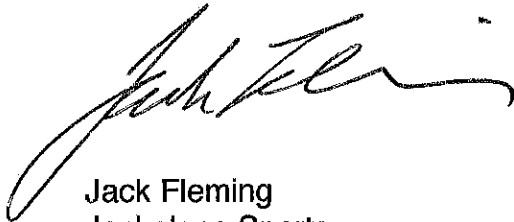
I spoke with Lieutenant Rick Siemasko and he was supportive of the race course proposed. The map of the proposed course is attached.

I have also attached a copy of our typical Insurance Certificate that would name the City of Newburyport as Additionally Insured for the event. We can not obtain the Certificate for the Seaside Santa Dash in Newburyport on December 5, 2015 until the permit is approved by the City of Newburyport. Once the application is approved we can obtain the Certificate of Additionally Insured within 3-5 days. Well in advance of the December event and I would forward that tho the appropriate parties.

The Seaside Santa Dash gives free Santa Suits to the first 200 registrants and the racers bring inwrapped toys to donate to Toys for Tots. We would collect the Toys for Tots toys at the Start/Finish area to donate to Toys for Tots.

Jackalope Sports, LLC is hopeful the City of Newburyport will approve this application for a great Christmas tie event.

Best Regards,



Jack Fleming
Jackalope Sports
10 Tall Pines Road
Stratham, NH 03885



NEWBURYPORT, MA

DECEMBER 5, 2015

Newburyport Council President
& Newburyport City Council Members

Emerald Ash Borer, an invasive insect from Asia, has, since 2002, killed 10's of millions of Ash trees in 22 states and 3 Canadian provinces. The infestation to death takes 2 years and is 100% fatal. The standing dead trees become dangerously brittle and collapse, without warning, in big pieces within 3 years posing a severe risk to life, property and budgets.

Since late 2012 the EAB infestation has moved across Massachusetts; Dalton, Boston, North Andover, Methuen and Haverhill.

Because of the unsafe condition of the wood most trees require crane removal (\$3000 per tree)*

A survey conducted last Fall documented about 130 trees in the city's right of ways implying removal cost of around \$400,000.

The attached report of that survey, incorporates a typical cost of preventive treatment per tree, with success rates of about 95% **, totaling about \$80,000 for 10 years of protection which is the duration of the invasion cycle.

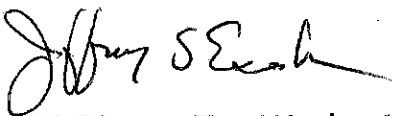
The survey also notes that these trees have already provided the community ecosystem services (estimated at \$58,000***) and over the natural 130 years life of this species this population will provide that much benefit again.

Northeast Urban Forest Advocacy(501 (c3) has conducted this survey in accordance with standard arborist practices and has presented it to the Tree Warden and Tree Commission as a volunteer service.

NUFA also intends to publicize this situation so that residents will be aware of the possibility of this affecting trees on their property.

Preventive action is recommended in terms of cost effectiveness as well, maintaining this native species as working asset and an ornament to our city.

Jeff Esche, Executive Director, Northeast Urban Forest Advocacy
Resident 30 Lime St Newburyport
617-970-1099

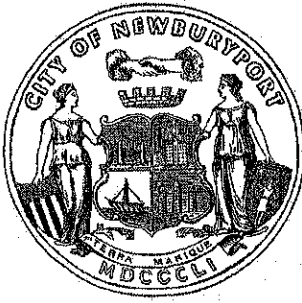


*Sources

- * Deputy DPS Director/Tree Warden, Wayne Amaral
- ** Cambridge Tree Warden David Lefcourt
- *** I-Tree Design (online) US Forestry Service

2015 MAY 19 P 12:11

RECEIVED
CLERK'S OFFICE
NEWBURYPORT MA



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
NEW FILING X
RENEW

City of Newburyport

2015 MAY 19 P 3:12

Application

Food Establishment Outdoor Seating on Public Property

Date: 5-19-15

Name of Business Owner: Cathy Moulton

Name of Property Owner: Newburyport Development

Business Name: 17 State Street Cafe

Business Address: 17 State Street Business Phone: 978-948-3456

Number of Tables Requested: 4 Dimensions: 30" Material: Wrought Iron

Number of Chairs Requested: 8 Dimensions: 20" Material: Wrought Iron

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

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

Please note propane is not allowed unless approved by the Fire Department

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.

Application - Food Establishment Outdoor Seating on Public Property

- 2) 8 1/2 x 11 sketch of outdoor seating detailing: a) measurements of tables and chairs; b) total width of sidewalk; and c) distance between proposed seating and sidewalk
- 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:
- 5) 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.
- 6) 8 1/2 x 11 sketch of outdoor seating cited above must also include a depiction and information on the placement, dimensions, and materials used to create a demarcated area for the service of alcohol.

RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY

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




Signature of Business Owner



DATE



Signature of ADA Coordinator
(Building Department)



DATE

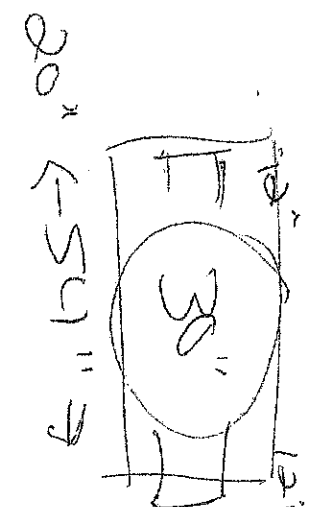
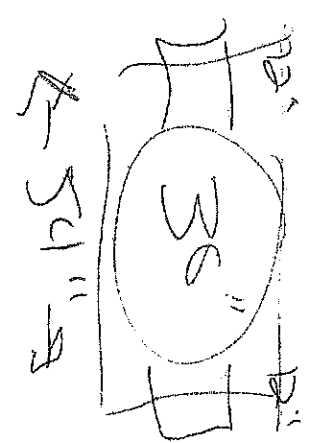
17 State Street Cafe 34' 3" →

Lively licks

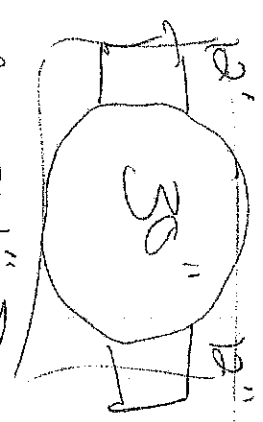
← 14' 6" →

doorway

10' 3" ← 9' →



36" →

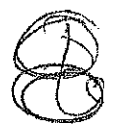
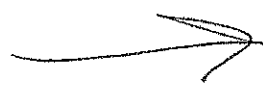


36" →

planters planters

planters

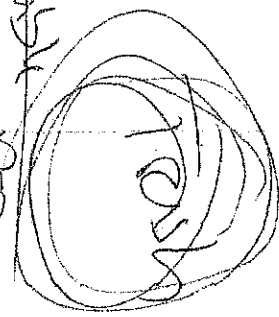
4" overall



11' 4" overall

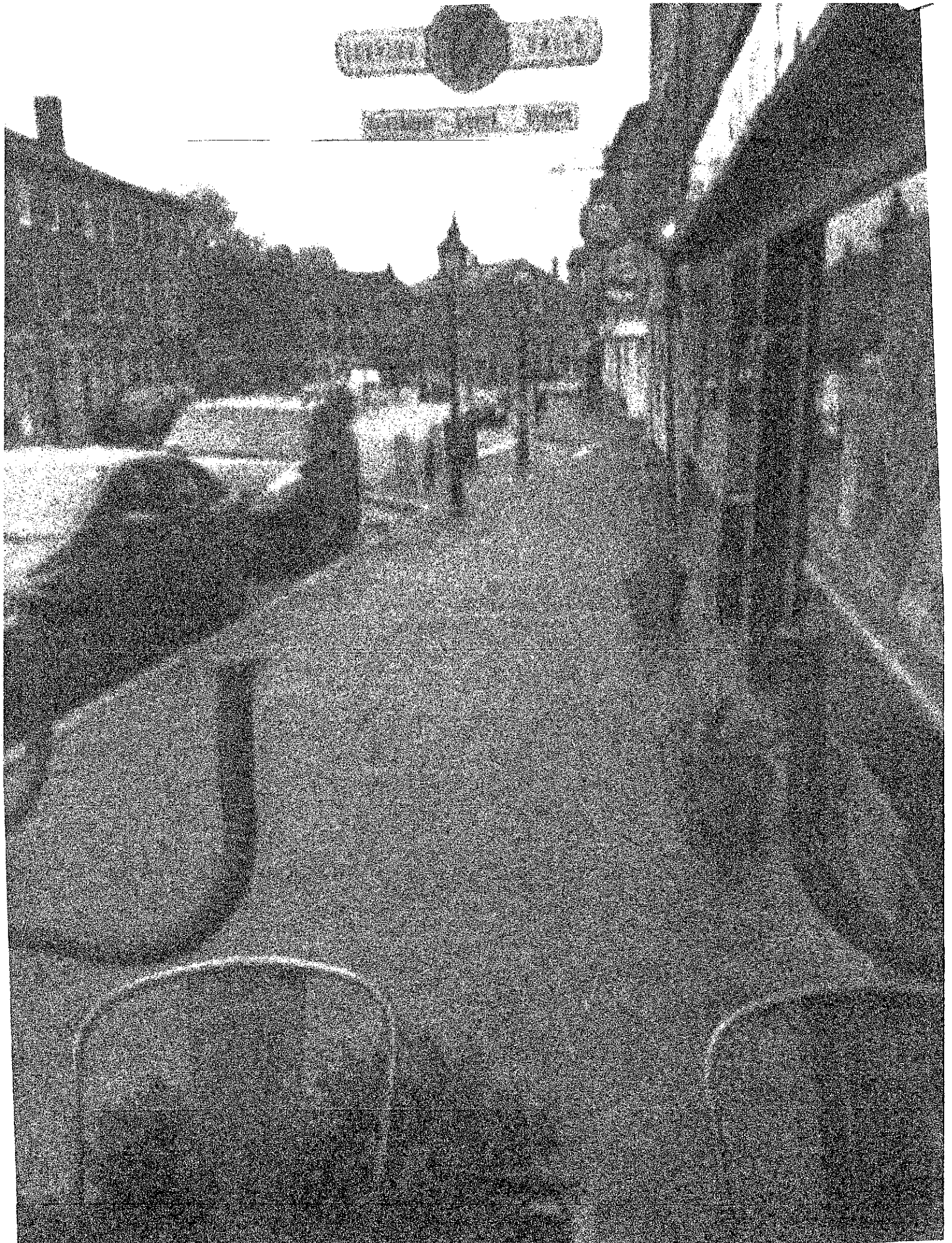


new dogens



curb

from north





17STATE-01

LCARUSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2015

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 Salem Five Insurance Services, LLC 445 Main Street Woburn, MA 01801	CONTACT NAME:	
	PHONE (A/C, No, Ext): (781) 933-3100 FAX (A/C, No): (781) 933-9048 E-MAIL ADDRESS: insurance.services@salemfive.com	
INSURED 17 State Street Cafe Inc 17 State Street Newburyport, MA 01950	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Selective Ins Co of S Carolina	
	INSURER B: Selective Ins Co of the Southeast	39926
	INSURER C: Selective Ins Co of America	12572
	INSURER D: Mass Retail Merchants	
	INSURER E:	
INSURER F:		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG <input checked="" type="checkbox"/> OTHER:			S1843484	06/07/2014	06/07/2015	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 - COM/OP AGG \$ 2,000,000 GL ELITE PAC FI \$ 400,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A9091536	06/07/2014	06/07/2015	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			S1843484	06/07/2014	06/07/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	014005031861113	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Newburyport is an Additional Insured when required in a written agreement with the Named Insured on the general liability coverage described above.
Note: Liquor Liability follows General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Newburyport - Attn: Town Clerk 60 Pleasant Street Newburyport, MA 01950	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
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NEWBURYPORT SPECIAL EVENT APPLICATION

SPECIAL EVENTS

Tel. (978)-465-4407 Fax. (978)-462-7936

(For Parades, Road Races and Walkathons Only - Please complete reverse side of this application)

NAME OF EVENT: Pan-Merrimack Challenge

1. Date: June 13, 2015 Time: from 7:30 AM to 12:00 PM
Rain Date: _____ Time: from _____ to _____
2. Location: Michael's Harborside, 1 Tournament Wharf, Newburyport, MA
3. Description of Property: Restaurant Public ☒ Private _____
4. Name of Organizer: Riverside Rockets PMC Team City Sponsored Event: Yes _____ No ☒
Contact: Barry Connell Person: _____
Address: 36 Woodland St, Newburyport, MA 01950 Telephone: 978-462-7462
E-Mail: enviroscom (@) comcast.net Cell Phone: 978-621-0552
Day of Event Contact & Phone: Aaron Mallett 978-465-5566
5. Number of Attendees Expected: 450
6. MA Tax Number: EIN # 04-2746912
7. Is the Event Being Advertised? Yes Where? Internet; Riverside Cycle
8. What Age Group is the Event Targeted to? All ages.
9. Have You Notified Neighborhood Groups or Abutters? Yes _____ No ☒ Who? _____

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

- A. Vending: Food ☒ Beverages ☒ Alcohol _____ Goods ☒ Total # of Vendors 3
- B. Entertainment: (Subject to City's Noise Ordinance.) Live Music NA DJ _____ Radio/CD _____
Performers _____ Dancing _____ Amplified Sound _____ Stage _____
- C. Games / Rides: Adult Rides NA Kiddie Rides _____ Games _____ Raffle _____
Other _____ Total # _____
Name of Carnival Operator: _____
Address: _____
Telephone: _____
- D. Clean Up: # of additional trash receptacles required 10 # of additional recycling receptacles required 10
- E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

_____ Standard # _____ ADA accessible
using toilets at Michael's Harborside, and portables at
water station in West Newbury.

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE

ROAD RACE

Bikeathon ☒

WALKATHON

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

Riverside Rockets PRC Team

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

Aaron Millet; Riverside Cycles, Tanning, NBPT.
978-465-5566

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

same

4. Date of Event: 6/13/15 Expected Number of Participants: 450

5. Start Time: 8:00 am Expected End Time: 2:00 pm

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route):

See maps

7. Locations of Water Stops (if any): West Newbury

8. Will Detours for Motor Vehicles Be Required? none If so, where?

9. Formation Location & Time for Participants: Michael's Harborside - 7:30 arrive; 8:00 start

10. Dismissal Location & Time for Participants: Michael's Harborside - 10:00 - 2:00 finish

11. Additional Parade Information:

• Number of Floats: NA

• Locations of Viewing Stations: NA

• Are Weapons Being Carried:

Yes No ☒

• Are Marshalls Being Assigned to Keep Parade Moving:

Yes No ☒

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE/CROSSING

CITY MARSHAL

4 Green St

FIRE CHIEF

Greenleaf St.

DEPUTY DIRECTOR

1 Perry Way

CITY CLERK

60 Pleasant St



Applicant Information

Name of organization Riverside Rocks PMC Team
 Contact name Aaron Millett
 Address Riverside Cycles, Tannery
 City Newburyport
 State MA Zip 01950
 Phone 978-465-5566 Fax _____
 Email _____

Scheduling Information

Date of Application 5/18/15

We request use of:

- | | | |
|---|---|---|
| <input type="checkbox"/> Atwood Park - South End | <input type="checkbox"/> Cushing Park | <input type="checkbox"/> Perkins Park - South End |
| <input type="checkbox"/> Basketball Court | <input type="checkbox"/> Basketball Courts | (For ball field please use "Field Use Permit Form") |
| <input type="checkbox"/> Tennis Court | <input type="checkbox"/> Joppa Park at the Sea Wall - South End | <input type="checkbox"/> Basketball Courts |
| <input type="checkbox"/> Brown Square | <input type="checkbox"/> Jason Sawyer Playground - Plum Island | <input type="checkbox"/> Tennis Courts |
| <input type="checkbox"/> Cashman Park - North End | <input type="checkbox"/> Basketball Court | <input type="checkbox"/> Moseley Woods Pavilion |
| (For ball field please use "Field Use Permit Form") | <input type="checkbox"/> Pavillion | <input type="checkbox"/> Bartlet Mall |
| <input type="checkbox"/> Basketball Courts | <input type="checkbox"/> March's Hill | <input checked="" type="checkbox"/> Rail Trail |
| <input type="checkbox"/> Tennis Courts | <input type="checkbox"/> Basketball Court | |

Dates/days requested 6/13/15

Time slot requested 8:00 - 10:00 am
 (1 1/2 hour blocks)

Activity Start of charity Bike-a-thon Number of attendees 450

Authorized Applicant Signature [Signature]

FOR INTERNAL USE ONLY

Approval is contingent upon approval from the following authorities:

- ☐ Health Department
- ☐ Fire Department
- ☐ Police Department
- ☐ Licensing Commission
- ☒ City Council
- ☐ Harbormaster
- ☐ No further approvals needed

ADDITIONAL COMMENTS:

Submit completed form to
 Newburyport Parks
 Newburyport City Hall
 60 Pleasant Street
 Newburyport, MA 01950
 parks@cityofnewburyport.com
 978-465-4462

See page 2 for Rules and Regulations and contacts for use of other parks and recreational facilities

For Parks Commission Use	
Date reviewed	<u>5/20/15</u>
Approved	<input checked="" type="checkbox"/>
Rejected	<input type="checkbox"/>
Comments	<u>[Signature]</u>
Donation received _____	

DEPARTMENT APPROVAL (For Committee members use only):

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

Approval
Required

Date: _____ Signature _____

1. Special Events: _____

2. Police: RLVR Lt Demayo

Is Police Detail Required: none

of Details Assigned: 0

3. Traffic, Parking & Transportation: _____

4. ISD/Health: _____

5. ISD/Building: _____

6. Electrical: _____

7. Fire: _____

Is Fire Detail Required: _____

of Details Assigned: _____

8. Public Works: _____

9. Recreation Department: [Signature]

10. License Commission: _____

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

Limitations

- (a) "Procedure" All road racing, walkathon, bicycle, or swimming events shall, through that event's organizer, board of directors, charity foundation or designee apply for authorization to hold the event through the Office of the City Clerk. The City Clerk upon review of the completed form will place the application on the regular City Council agenda. Upon following the procedures of the Council, as deemed appropriated in the sole judgment of the Council, the application will be considered approved if the Council votes favorably by majority. The event will name one person responsible on the application and shall provide contact information to include name, address and telephone number.
- (b) "Exemptions" Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.
- (c) "Course map", All applications shall be accompanied by a course map showing the event route, water stops, refreshment stops, and so-called "porta-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by Police, Fire, Department of Public Services, Parks Commission and Harbormasters Departments prior to submission to the City Clerk.
- (d) "Electronic Amplifier" Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 A.M. except for Sundays when electronic amplifiers, loud speakers or bullhorns will be used for public address announcements or music before 9:00 AM. This shall be deemed a requirement for all permitted events regardless of type or location.
- (e) "Road Closure" No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents ten (10) days in advance that neighborhood roads will be closed if no alternate route is available to those residents.

- (f) *"Insurance"* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an insured. The policy shall be no less than two million dollars (\$2,000,000.00).
- (g) *"Event termination"* If in the judgment of the City Marshal, Fire Chief or Department of Public Services (DPS) Director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the Harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.
- (h) *"Event and traffic Security"* The City Marshal, Fire Chief, DPS Director or in the case of a triathlon, the Harbormaster can require special duty personnel to oversee the safety and security of the event. All special duty assignments will be paid by the event organizers.
- (i) *"Clean-up"* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

13-101 Enforcement

- (a) *"Regulations"* Consistent with this ordinance, the city shall promulgate regulations to enforce and otherwise implement the provisions of this ordinance upon passage by the City Council. Any event previously approved by City Council shall be deemed permitted.
- (b) *"Warning"* In the circumstance that this ordinance is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the City Clerk and City Council and may be used as a factor in future application approvals and denials.
- (c) *"Noncriminal Disposition"* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in Subsection 1-17 of Chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in 13-101(d)
- (d) *"Violation"* The non-criminal violation shall be \$100.00 for the first offense and \$250.00 for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the City Clerk and City Council and shall be used as a factor in future application approvals and denials.

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

Signed: Baymond Date: 5/18/15

Leg	Dir	Type	Notes	Total
	←	Left	Turn left toward Clipper City Rail Trail	0.0
0.3	↑	Straight	Continue onto Clipper City Rail Trail	0.3
0.1	↑	Straight	Take the pedestrian tunnel	0.4
0.2	↑	Straight	Continue straight to stay on Clipper City Rail Trail	0.6
0.0	↑	Straight	Take the pedestrian overpass	0.6
0.5	→	Right	Turn right onto Parker St	1.1
0.3	←	Left	Turn left to stay on Parker St	1.4
0.6	↑	Straight	Continue onto Scotland Rd	2.1
2.1	↑	Straight	Continue onto South St	4.2
0.9	→	Right	Slight right to stay on South St	5.1
0.1	↑	Straight	Continue onto Moulton St	5.2
1.6	↑	Straight	Continue onto Bachelor St	6.8
0.7	→	Right	Turn right onto Middle St	7.6
2.0	←	Left	Turn left onto Garden St	9.6
0.6	←	Left	Turn left onto MA-113 W	10.1
1.3	→	Right	Turn right onto Coffin St	11.5
0.9	↑	Straight	Continue onto River Rd	12.4
2.2	←	Left	Turn left onto Church St	14.6
0.1	→	Right	Slight right to stay on Church St	14.6
1.0	→	Right	Turn right onto MA-113 W	15.6
0.1	←	Left	Turn left onto Maple St	15.7
0.6	↑	Straight	Continue onto Georgetown Rd	16.3
1.2	→	Right	Turn right onto Middle St	17.5
0.9	↑	Straight	Continue onto Center St	18.4
0.2	→	Right	Turn right onto 7 Star Rd	18.6
0.0	←	Left	Turn left onto Center St	18.6
0.5	→	Right	Turn right onto Rollins St	19.2
0.6	←	Left	Slight left onto Garrison St	19.8
0.4	→	Right	Turn right onto King St	20.2
0.2	←	Left	Turn left onto MA-113 W	20.4
0.5	→	Right	Turn right onto Orchard Ave	20.9
0.0	←	Left	Turn left onto Old Ferry Rd	20.9
0.5	→	Right	Turn right onto E Broadway	21.4
3.8	↑	Straight	Continue onto E Main St	25.2
0.1	←	Left	Turn left onto River Rd	25.3
0.9	←	Left	Turn left onto Locust St	26.2
0.7	←	Left	Turn left onto MA-110 W	27.0
0.0	→	Right	Turn right onto Woodland St	27.0
0.2	→	Right	Slight right onto Winter St	27.2
0.8	↑	Straight	Continue onto Highland Rd	28.0
0.1	→	Right	Turn right onto Harriman Rd	28.1
0.9	←	Left	Turn left onto Bear Hill Rd	29.0
1.1	↑	Straight	Continue straight onto Amesbury Rd	30.1
0.3	→	Right	Turn right onto Maple Ave	30.4
0.9	↑	Straight	Continue onto Chase Rd	31.3

1.5	↑	Straight	Continue onto S Rd	32.8
2.5	→	Right	Turn right onto Stumpfield Rd	35.3
2.3	←	Left	Turn left onto Cottage Rd	37.7
1.1	→	Right	Turn right onto NH-150 S	38.8
2.3	↑	Straight	Continue onto MA-150 S	41.1
2.9	→	Right	Turn right onto Clinton St	43.9
0.2	→	Right	Turn right onto S Hampton Rd	44.1
1.0	↑	Straight	Continue onto NH-107A N	45.1
0.9	←	Left	Turn left toward Hilldale Ave	46.0
0.0	→	Right	Turn right onto Hilldale Ave	46.0
2.1	←	Left	Turn left onto Lone Goose Rd	48.1
0.7	←	Left	Turn left onto Kimball Rd	48.8
2.7	←	Left	Turn left onto MA-110 E	51.5
0.5	→	Right	Turn right onto Middle Rd	52.1
1.2	←	Left	Turn left onto Buttonwood Rd	53.3
0.8	←	Left	Turn left onto Pleasant Valley Rd	54.0
2.2	↑	Straight	Continue onto Merrimac St	56.2
0.4	→	Right	Turn right onto Main St	56.6
0.8	↑	Straight	Continue onto Evans Pl	57.4
0.2	↑	Straight	Continue straight onto Main St	57.6
0.4	↑	Straight	Continue onto Spofford St	58.0
0.2	↑	Straight	At the traffic circle, take the 4th exit onto Merrimac St	58.1
1.8	→	Right	Turn right onto Kent St	60.0
0.2	←	Left	Turn left onto Washington St	60.2
0.3	←	Left	Turn left at Clipper City Rail Trail	60.5
0.3	→	Right	Turn right	60.8

2014 Pan Mac 10

10.4 miles

Leg	Dir	Type	Notes	Total
	←	Left	Turn left	0.1
0.3	↑	Straight	Continue onto Clipper City Rail Trail	0.3
0.1	↑	Straight	Take the pedestrian tunnel	0.4
0.2	↑	Straight	Continue straight to stay on Clipper City Rail Trail	0.6
0.0	↑	Straight	Take the pedestrian overpass	0.7
0.5	→	Right	Turn right onto Parker St	1.1
0.3	←	Left	Turn left to stay on Parker St	1.4
0.6	↑	Straight	Continue onto Scotland Rd	2.1
2.1	↑	Straight	Continue onto South St	4.2
0.1	→	Right	Turn right onto Turkey Hill Rd	4.3
2.1	↑	Straight	Continue onto Hale St	6.4
1.5	→	Right	Turn right onto Malcolm Hoyt	7.9
0.7	←	Left	Turn left onto Mulliken Way	8.5
0.4	↑	Straight	Continue onto Parker St	8.9
0.3	←	Left	Turn left onto Clipper City Rail Trail	9.2
0.5	↑	Straight	Take the pedestrian overpass	9.7
0.1	→	Right	Slight right to stay on Clipper City Rail Trail	9.8
0.1	↑	Straight	Take the pedestrian tunnel	9.9
0.4	→	Right	Turn right toward Tournament Wharf	10.3
0.1	←	Left	Turn left onto Tournament Wharf	10.4

Ride With GPS • <http://ridewithgps.com>

Comments on Capital Improvements Plan
Jared Eigerman, Ward 2

May 12, 2015

The charter requires the Capital Improvement Program to include, among other things, "supporting information as to the need for each capital improvement." Many items in this year's CIP lack that supporting information.

Even when supporting information is provided for a capital improvement, the City Council does not have to approve that item. The Charter expressly provides that the City Council must approve the CIP "with or without amendment."

Insufficient information has been provided for CIP Item Nos. 17, 21, 24, 25, 36, 44, and 114, among others. However, out of respect for the Council's time, I intend to propose only the following amendments, relating to major items of concern.

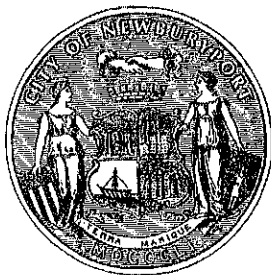
Proposed Amendments

CIP Page	Item	Dept.	Amount & Fiscal Year	Sources of Funds	Proposed Amendment
28	Two (2) Harley Davidson Motorcycles	Police	\$38,874 FY 2016	Free Cash	Delete entirely: Already funded in FY2015 operating budget.
42	Clipper City Rail Trail Extension Project – Construction Phase	Planning	\$3,962,940 FY 2016	State Aid; Free Cash	Delete <i>Free Cash</i> unless more information provided: The Council is being asked to give carte blanche for a \$4 million capital project using public money, largely on public land, without any cost breakdown. For example, from the plans posted on the City's website, it appears that there are many furnishings and artworks included. Even if the furnishings come "free" in the sense that all the Commonwealth's taxpayers will foot the bill to install them, the City will have to pay to maintain them indefinitely. It's the Council's duty to know if some may be deferred. Also, portions of the trail appear to cross private property. If the City Council will later be asked to buy or condemn easements, shouldn't it know now the "need" to do so?
45	Fish Pier Embayment Dredging Project	Planning	\$50,000 FY 2016	Free Cash	Delete entirely: No justification has been provided for this public subsidy of fishing operators, as required by Charter sec. 6-5(a)(2). Is deep water fishing a growing industry in Massachusetts? Will this free up other berths for additional revenues?
48	Inn Street – Phase IV – Elevated Walkway Project	Planning	\$200,000 FY 2017	Free Cash	Delete entirely: Need for this item is not supported, as required by Charter sec. 6-5(a)(2). The safety issue with the "turrets" (stairwells) has already been addressed.

CIP Page	Item	Dept.	Amount & Fiscal Year	Sources of Funds	Proposed Amendment
51	Parking Garage -- Tircomb & Merrimac Streets	Planning	\$4,537,500 FY 2017 \$7,957,000 FY 2018	Free Cash; Public Property	Delete reference to 90 parking spaces: No information has been provided to support the \$2.2 million valuation of 90 public, structured parking spaces for exclusive private use. This fine detail should be deleted from the CIP. It is enough to ask the City Council to recognize the goal of a \$12 million parking garage at this site.
84	Water Tanks Painting (every 10 to 15 years)	DPS -- Water	\$200,000 FY 2016 \$600,00 FY2017-18	Water Fund	Delete entirely: The CIP calls for setting aside \$200,000 <i>every year</i> to paint water tanks. The need to paint the water tanks is obvious, but reserving \$200,000 of the ratepayers' money to do so every fiscal year is not.
85	Graf Road Lift Station and Force Main	DPS -- Sewer	\$560,000 FY 2016 \$5,589,000 FY2017	Municipal General Obligation Bonds; Free Cash; Sewer Fund	Specify design capacity: The \$6 million estimated cost for this replacement equipment should be based upon a design capacity expressed in gallons per day. Otherwise, the public cannot know what it is getting for its investment.
91	Harbormaster/Visiting Boater Facility	Harbormaster	\$1,800,000 FY 2016	Harbormaster; Free Cash	Delete <i>Free Cash</i> unless more information provided: This facility will measure less than 1,800 square feet, making the estimated cost more than \$1,000 <i>per square foot</i> -- even though the site came free. I continue to support this project fully, but the City Council has a duty to know why the cost is so high.

**APPOINTMENTS
FIRST READING**

Appointment #1
May 26, 2015



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

60 PLEASANT STREET - P.O. BOX 55
NEWBURYPORT, MA 01950

978-465-4413 PHONE

978-465-4402 FAX

To: President and Members of the
City Council

From: Mayor Donna D. Holaday, Mayor

Date: May 13, 2015

Subject: Appointment

Donna D. Holaday

I hereby appoint, subject to your approval, the following named individual as an alternate member of the Harbor Commission. This term will expire on June 1, 2017.

Christopher Kealey
8 Payson Street
Newburyport, MA 01950

Christopher Paul Kealey
8 Payson Street, Newburyport, MA 01950
978-270-6854
Chris.Kealey@ThermoFisher.com

Skill Summary	Technical Support and Education Services manager within Laboratory Information Management Systems (LIMS) arena with proven track record in managing a large distributed technical support and training operation servicing customers throughout the Americas	
Experience	Thermo Fisher Scientific Tewksbury, MA	Manager – Technical Support & Education - Americas
2007 -Present	<ul style="list-style-type: none"> • Management of large software technical support & training operation for Informatics business unit • Account management with large pharmaceutical, petro-chemical, and government organizations • Responsible for recruitment, professional development, annual budgets, event management, education services, product licensing, vendor procurement and marketing • Responsible for complaint management and customer feedback processes 	
2003 - 2006	Thermo Fisher Scientific Woburn MA & Billerica MA	Team Leader Technical Support
	<ul style="list-style-type: none"> • Managed day to day operations of technical support team for Laboratory Information Management System (LIMS) software business unit 	
1999 - 2002	Thermo Electron Beverly MA	Technical Support Analyst and trainer
	<ul style="list-style-type: none"> • Front line software technical support to customers within petrochemical, pharmaceutical, and government verticals • Provided database and software support to IT and laboratory personnel • Product trainer – conducted classroom training at Thermo Electron and customer facilities 	
1995 - 1999	OneSource Information Services Cambridge MA	MIS Analyst
	<ul style="list-style-type: none"> • MIS Analyst within finance and sales departments. Responsible for development and maintenance of Lotus Notes databases used by OneSource finance and sales personnel 	
1991 - 1995	Electronic Data Systems (EDS) Waltham MA	Data Analyst
	<ul style="list-style-type: none"> • Analyst within cellular billing business unit. Management of large data sets for carrier to carrier billing 	

Education

Salem State University Salem MA
BA Liberal Arts - Magna Cum Laude

1989

Personal

- American Yacht Club member – 2014 - present
- Certified with USCG for Boat Safety
- Boat owner – 21 foot center console motor boat
- 3rd Generation Newburyport resident
- Former President Winners Circle Running Club
- Former Director of Newburyport High Street Mile
- Derek Hines Flag Day 5k Race Committee
- Newburyport Basketball Assc - Coach –2007 - Present
- Rupert Nock Middle XC & TF - Coach – 2009 – Present
- Coach with Newburyport Youth Football, Newburyport Youth Soccer and Newburyport Pioneer League 2004 - 2012
- Participant in New Balance Indoor Games Masters Invitational Mile – 2008 – 2011 – Top 10 in New England Masters (over 40)
- Board member – Friends of Newburyport Track (FONT)

END OF CONSENT AGENDA

BEGINNING OF REGULAR AGENDA

**APPOINTMENTS
SECOND READING**

ORDERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 26, 2015

RESOLUTION

WHEREAS the General Assembly of the United Nations, on December 11, 2014, approved a resolution declaring June 21 as the International Day of Yoga; and

WHEREAS yoga is a Sanskrit word meaning to yoke or to unite; and a Hindu belief is yoga unites the body, mind, and spirit; and

WHEREAS there are over a dozen businesses in Newburyport providing yoga and related disciplines including pilates, barre, and cardio work.

THEREFORE, the Newburyport City Council resolves and declares June 21 as the Newburyport Day of Yoga, encouraging residents to participate in their own ways.

Councillor Ari B. Herzog

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 26, 2015

THAT the Department of Public Services, in coordination with the Mayor and other entities, reduce street clutter by removing redundant or unnecessary signs from city property.

Roadway signs lose their effectiveness when used in excess, according to the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices. Signs should only be used when justified by engineering judgment or studies.

Drivers and pedestrians need to quickly know which signs are important. With fewer signs to read, there is greater attention given to traffic conditions. Signs should only remain if people are more confused without them.

Councillor Ari B. Herzog

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 8, 2015

THAT, whereas, the Commonwealth of Massachusetts has been engaged in a process to establish a competitive market place through deregulation and restructuring of the electric utility industry, and;

Whereas, citizens of Newburyport have a substantial economic and social interest at stake, and;

Whereas, the City of Newburyport hereby finds that it may be in the interest of the electric ratepayers, both residential and commercial/industrial, to enter into an aggregation agreement,

Whereas, pursuant to Massachusetts General Law Chapter 164 Section 134, the City of Newburyport publicly declared its intent to become an aggregator of electric power on behalf of its residential and business communities on March 17, 2014, and;

Whereas, the City is now seeking to negotiate and enter into a contract for power supply independently, provided that, if such a contract is executed, individual consumers would retain the option not to participate and to choose any alternatives they desire;

BE IT THEREFORE RESOLVED that the City of Newburyport shall adopt the attached Energy Aggregation Plan that has been prepared by the Colonial Power Group, Inc. and submit said Plan to the Massachusetts Department of Public Utilities, after a public review process has been undertaken by City officials.

Councillor Ari B. Herzog

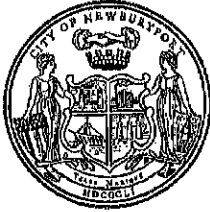
1 THE PROCESS OF MUNICIPAL AGGREGATION

Municipal aggregation involves a multi-step public process as follows:

- 1.1 Authorization to become a Public Aggregator
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Mayor, City Council and Consumers
- 1.4 Vote on Plan by City Council
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Mayor
- 1.9 Notification of Enrollment for Eligible Consumers
- 1.10 Beginning of Opt-Out Period (30 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

February 10, 2014

THAT, whereas, the Commonwealth of Massachusetts has been engaged in a process to establish a competitive market place through deregulation and restructuring of the electric utility industry, and;

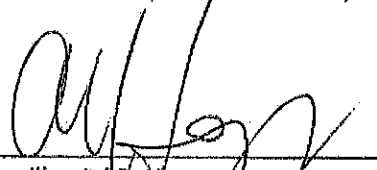
Whereas, citizens of Newburyport have a substantial economic and social interest at stake, and;

Whereas, the City of Newburyport hereby finds that it may be in the interest of the electric ratepayers, both residential and commercial/industrial, to enter into an aggregation agreement,

BE IT THEREFORE RESOLVED that, pursuant to Massachusetts General Law Chapter 164 Section 134, the City of Newburyport hereby:

Publicly declares its intent to become an aggregator of electric power on behalf of its residential and business communities, and;

Will negotiate and enter into a contract for power supply independently. If such a contract is executed, individual consumers would retain the option not to participate and to choose any alternatives they desire, or take any other action relative thereto.


Councillor Ari B. Herzog

In City Council February 10, 2014

Motion to refer to Public Utilities and Committee of the Whole by Councillor Herzog, seconded by Councillor Heartquist. So voted.

In City Council March 17, 2014

Motion to remove by Councillor Herzog, seconded by Councillor Vogel. So voted. The Committee voted 3-0 in favor. Motion to approve by Councillor Herzog, seconded by Councillor Vogel. Roll call vote, 10 yes, 1 absent (Tontar). So voted.

Approve: 

Donna D. Holaday, Mayor

Attest: 

Richard B. Jones, City Clerk

Date: 3/27/14

final
copy

CITY OF NEWBURYPORT
CONSULTANT AGREEMENT
FOR MANAGEMENT OF THE CITY'S MUNICIPAL AGGREGATION PROGRAM
AND ENERGY-RELATED SERVICES

This Consultant Agreement is made and entered into this 22nd day of August, 2014, by and between the City of Newburyport ("City"), a municipal corporation having its principal place of business at 60 Pleasant Street, Newburyport, MA 01950, acting through its Mayor, and Electricity Works Commission, with a principal office at 277 Main St. Merrimack, MA (the "Consultant"). It is agreed between the parties hereto as follows:

SCOPE OF SERVICES, DELIVERABLES: The scope of services to be performed by Consultant shall be as contained in the Request for Proposals (RFP), numbered MVPC002.13, issued by the Merrimack Valley Planning Commission in or about June 2013, for a Regional Aggregation Program as supplemented and amended by any written addenda issued, and any proposal submitted by Consultant in response thereto (the "Proposal"), all of which are incorporated herein by reference and which, together with this signed Agreement, are collectively referred to as the "Contract Documents," provided that in the event of any conflict or inconsistency in and between the terms of the RFP and the Proposal, the terms resulting in the better quality and greater quantity of services reasonably determined by the City, shall control. In addition to, and not in limitation of, any standards set forth in the RFP or Proposal, Consultant shall perform its services using its best efforts, and with reasonable diligence and reasonable care.

The Consultant shall fully cooperate with the City in carrying out and performing under the Contract Documents, including without limitation meeting with representatives of the City at such times and with such frequency as reasonably necessary. The Consultant represents and warrants that it is thoroughly familiar with all laws and regulations of the Commonwealth of Massachusetts addressing electricity aggregation, as well as the "Guide to Municipal Aggregation in Massachusetts" published by the Massachusetts Department of Energy Resources, and that it shall perform its services in accordance with such laws and regulations, as well as all other applicable laws and regulations.

CONTRACTUAL RELATIONSHIP: The Consultant shall provide services described in the Contract Documents. While so performing the services under this Agreement, the Consultant and the City agree, understand and recognize that, notwithstanding anything to the contrary in the Contract Documents, the Consultant is acting as an independent contractor, not as an employee of the City, and that, therefore, pursuant to M.G.L. c. 149, § 148B, the Consultant is: (1) free from control and direction in connection with the performance of the service, both under this Agreement and in fact; and (2) the service is performed outside the usual course of the business of the City; and, (3) the Consultant is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the execution of the service.

APPLICABLE LAW: This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, including without limitation the Uniform Procurement Act, M.G.L. c. 30B and M.G.L. c. 164, § 134, without regard to conflicts of laws with any other jurisdiction.

PAYMENT TERMS AND SCHEDULE: Notwithstanding anything to the contrary in the Contract Documents, including this section, the City shall not be responsible to make any payments whatsoever to Consultant. For its services hereunder, the Consultant shall receive a price of \$0.001 per kilowatt hour (kWh) if, and only if, the City enters into a contract with a competitive electricity supplier pursuant to a plan of electricity aggregation as contemplated in the RFP. Said price per kWh shall be the complete price and full payment for all services performed and expenses incurred by the Consultant in connection with the Contract Documents, and such price shall be paid directly to the Consultant by the Competitive Supplier if any.

TAX COMPLIANCE: The Consultant has provided, with its Proposal, certification of tax compliance in accordance with M.G.L. c. 62C, § 49A.

UNEMPLOYMENT CONTRIBUTION: The Consultant has provided certification, with its Proposal, of unemployment contribution or payments in lieu of contributions in accordance with M.G.L. c. 151A, § 19A.

DEBARMENT: The Consultant certifies under penalty of perjury that the said undersigned is not presently debarred from entering into a public contract in the Commonwealth of Massachusetts under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated there under.

INDEMNIFICATION: In addition to, and not in limitation of, any other rights and remedies available to the City, the Consultant, at its sole expense, shall to the maximum extent permitted by law, indemnify, defend and save harmless the City, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses (including reasonable attorney's fees) for any personal injury or property damage, or other damages, including without limitation economic damages, that the City may sustain which arise out of or in connection with the performance, acts, and omissions, under or in connection with the Contract Documents, of/by the Consultant, its employees, officers, sub-consultants, subcontractors, or agents, including but not limited to negligence and/or reckless or intentional conduct of the Consultant, its agents, officers, employees, sub-consultants, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Consultant further agrees to reimburse the City for damage to the City's property caused by the Consultant, its employees, sub-consultants, subcontractors, or agents, unless damage is caused solely and directly by the City's gross negligence or willful misconduct. The City shall not be liable for any costs incurred by the Consultant arising under this paragraph.

ASSIGNMENT PROHIBITED: The Consultant agrees that it will not be permitted to assign, sub-contract, or underlet, in whole or in part, the contract or any rights or obligations thereunder,

nor assign either legally, collaterally, or equitably, in whole or in part, any monies hereunder, or its claim thereto, without the previous written consent of the Mayor.

AMENDMENTS OR CHANGES: Any amendments or changes to this Agreement must be in writing, in compliance with M.G.L. c. 30B, and signed by officials with authority to bind the Consultant and the City.

ABANDONMENT OF WORK OR OTHER DEFAULT: The Consultant agrees that abandonment or delay of services, including without limitation the supply of reports, or the failure to comply with all material obligations of the Contract Documents, shall be a material breach of this Agreement. The City may, by whatever legal remedies are available to it, complete or cause to be completed, the work or services which the Consultant has failed to complete in accordance with the terms of the Contract Documents, and the Consultant shall bear full responsibility for the entire cost incurred by the City in completing the terms of the Agreement, and therefore agrees to pay to the City any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the City by reason of any of the foregoing causes. Consultant further agrees that in the event of such material breach, the City shall not be obligated to complete services using the lowest cost or bid.

PROCUREMENT ERRORS: If material or substantial errors in the procurement or bidding laws or regulations of the Commonwealth in connection with the procurement and execution of this Agreement, whether said errors were made by the Consultant or the City, are found to exist by any agency of the Commonwealth or by any court of competent jurisdiction, this Agreement shall become null and void.

TERMINATION: This Agreement shall terminate on the date specified in the section of this Agreement, below, entitled "Duration of Contract," unless, prior to such date, this Agreement is properly amended to extend such date in accordance with all applicable laws and regulations, or (ii) unless the Agreement is terminated earlier under this Section or any other provision of this Agreement permitting termination, or pursuant to applicable law; provided however, that it is further agreed by the Consultant that any breach by the Consultant of the provisions of the Contract Documents, and any attachments hereto, shall be sufficient cause for the City to terminate this Agreement without liability upon five (5) calendar days' written notice to the Consultant. In the event that the City, in its sole discretion, does not enter into a contract with a competitive electricity supplier for electricity aggregation or abandons its plan for such aggregation, it may terminate this Agreement without liability.

SEVERABILITY: And it is further agreed by the Consultant and the City that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid or if any court of competent jurisdiction holds any provision unlawful or not legal, the remaining provisions shall remain in effect, unless, in the reasonable discretion of the City, such invalidity frustrates the purpose of this Agreement, in which event the City may terminate this Agreement without liability.

ENTIRE AGREEMENT CLAUSE: The City and the Consultant agree that the Contract Documents, including this Agreement and its attachments, constitute the entire Agreement

between the City and the Consultant with respect to the subject matter thereof, and no other binding agreement exist other than those incorporated herein.

DURATION OF CONTRACT: It is agreed the duration of this Agreement shall be 3 years from the date of this Agreement. It is understood and agreed that there is no financial contractual obligation of the City in this Agreement or in any years subsequent to the fiscal year in which this Agreement is executed.

INSURANCE:

The Contractor shall be responsible to the City or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability:	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence
Aggregate	\$3,000,000

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability:	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws
Employers' Liability: \$1,000,000

Professional Liability Insurance

Minimum Coverage: \$1,000,000 per occurrence

Umbrella Liability Insurance

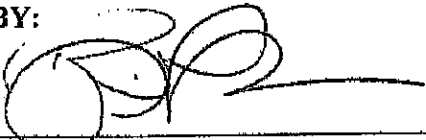
Minimum Coverage: \$2,000,000 per occurrence
Aggregate: \$2,000,000

The Contractor shall also carry insurance in a sufficient amount to ensure the restoration of any plans, drawings, computations or other similar data relating to the services covered by this Agreement in the event of loss or destruction until all data is turned over to the City. Prior to commencement of any work under this Agreement, the Contractor shall provide the City with Certificates of Insurance which include the City as an additional named insured and which include a thirty day notice of cancellation to the City. All Contractor policies shall be primary and non-contributory.

IN WITNESS WHEREOF, the said Consultant, and the said City hereto set our hands and seals.

FOR THE CONSULTANT

BY:



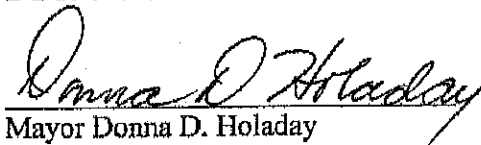
(INSERT NAME AND TITLE)

Brian Murphy, President

Date: 8/18/14

FOR THE CITY OF NEWBURYPORT

BY ITS CITY COUNCIL:



Mayor Donna D. Holaday

Date: 8/22/14

ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 19, 2015

An Ordinance Entitled Regulation of residential and dwelling house solicitation of goods, wares, or services.

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

Chapter 9	Licenses, Permits and Business Regulations
Article 7	Transient Vendors, Hawkers and Peddlers
Division 3	Regulation of residential and dwelling house solicitation of goods, wares, or services.

Short Title Regulation of door to door sales

Add:

9-168 Purpose and Intent

The door to door solicitation of goods, services, and other wares can be disruptive and/or disconcerting to the daily lives for residents of dwelling houses in the City of Newburyport. To provide a better level of comfort to residents, the City of Newburyport Police Department will issue permits to vendors and solicitors that apply for and pass the requirements of the Newburyport Solicitor's Identification Card permit.

9-169 Definitions

- (a) *"Solicitor"*, any person or persons who arrives at a person's residence or dwelling house within the City of Newburyport soliciting, selling or taking orders for any goods, wares, merchandise, property of any kind, or services of any nature for immediate delivery or performance in exchange for compensation.
- (b) *"Permit"*, a City of Newburyport Solicitor Identification Card issued by the Newburyport Police Department.
- (c) *"Residence"*, any home, apartment or condominium that is being used as a dwelling house.

9-170 Limitations

- (a) No person, either principal or agent, whether or not that person is licensed as a transient vendor, sales agent, hawker or peddler by the Commonwealth of Massachusetts under Chapter 101 of the General Laws or otherwise, shall go to any dwelling place or residence with the City of Newburyport soliciting or taking orders for any goods, wares, merchandise, property of any kind or services of any nature, for

future or immediate delivery or performance in exchange for compensation, without having first registered with the City Marshal or his designee and having received a Solicitor Identification Card.

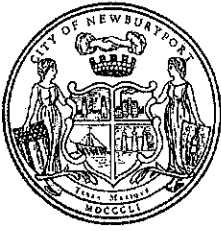
- (b) The City Marshal, following application by such person, shall if satisfied with the honesty, character and criminal history, if any, of the applicant, issue a Solicitor Identification Card to that person for a time period not to exceed 12 months. Said card shall be conspicuously carried by the solicitor whenever soliciting or taking orders for goods as provided in the preceding paragraph. Said permit shall contain the photograph, signature, and any other information deemed pertinent by the City of Newburyport City Marshal or his designee.
- (c) Any vehicles used for transportation of Solicitors working in Newburyport regardless of ownership, shall be on file at the Newburyport Police Department. Vehicle information shall include, but not be limited to, registration, ownership, make, model, and vehicle color.
- (d) Solicitors shall inform the City of Newburyport Police department prior to commencing their daily planned activity
- (e) The Solicitor's Identification Card application fee shall be \$50.00 per person and is not transferable. Should an applicant fail to meet the provisions of application, the fee is nonrefundable.
- (f) The City Marshal may for cause, and after providing the opportunity for a hearing, order any such person who has been issued a Solicitor Registration Card to surrender that card to him.
- (g) Persons 17 years or younger that from time to time solicit for a school or sports team fundraiser and/or lawn cutting, snow shoveling or odd job services are exempt so long as they are not affiliated with any landscaping, snow removal, or service company.
- (h) No person shall in any event engage in soliciting or taking orders except during the hours of 9:00 a.m. and 5:00 p.m.
- (i) No person shall enter upon the property of another or engage in soliciting at any residence or dwelling house in any manner which has conspicuously posted a "No Solicitors" or similar sign.

9-171 Enforcement

- (a) *"Enforcement Agents"*, City of Newburyport Police Department is the enforcement authority of this ordinance.
- (b) *"Inspection of Identification"*, City of Newburyport Police Officers whether responding to a complaint or acting on their own accord, may require inspection of a Solicitor's Identification Card upon request.
- (c) *"Qualification for obtaining card"*, the Newburyport Police Department shall investigate the character, honesty and criminal history, if any, of the applicant. This decision to issue a Solicitor Identification Card is in the sole discretion of the City Marshal or his designee.
- (d) Any person who violates any provision of this section shall be subject to a fine of up to \$250.00.

***Councillor Robert J. Cronin, Public Safety Chair
Councillor Thomas F. O'Brien, President***

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 26, 2015

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 13-168	Parking restricted on certain streets.

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

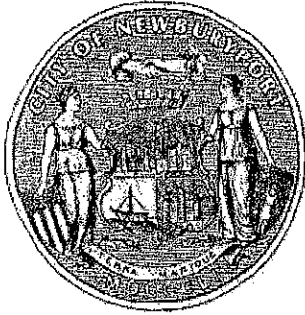
ADD:

Toppans Lane	No parking 7:00 a.m. to 3:30 p.m. when school is in session on the easterly side from the intersection of Summit Place northerly for a distance of 75 feet.
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Councillor Robert J. Cronin, Ward 3

COMMITTEE ITEMS

BUDGET AND FINANCE



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY

60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4413 • (978) 465-4402 (FAX)
WWW.CITYOFNEWBURYPORT.COM

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2015 APR -1 P 3:47

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: April 1, 2015
Subject: FY2015-FY2019 Capital Improvement Program Submission

In accordance with Section 6-5 of the Charter, which requires the submission of a capital improvement plan to the City Council by April 1 of each year, I am pleased to submit an updated Capital Improvement Program for Fiscal Years 2015 through 2019.

The enclosed Capital Improvement Program continues the process initiated four years ago in the FY13 budget. The format of this document remains consistent - it includes an executive summary, cost estimates, supportive documentation, projected methods of financing, and long-term financial planning for a five-year window of capital investment needs. The fact that the Government Finance Officers Association has designated our annual budget document with a Distinguished Budget Presentation Award for the past three years speaks to the level of quality and detail contained in our CIP submissions for those fiscal years.

As was done previously, we have included projects that were funded in the course of the current fiscal year to demonstrate the City's ongoing commitments to investing in our infrastructure and to show the strides being made to attend to the City's ongoing capital needs. As a result, this CIP constitutes a selection of projects and equipment that either have received funding already in FY15 or that we expect will require funding before the end of the fiscal year. It is important to note that the significant Snow and Ice deficit from this winter has limited our ability to fund all of the capital needs that we had planned for this fiscal year, delaying some of our investment in infrastructure and equipment into future years.

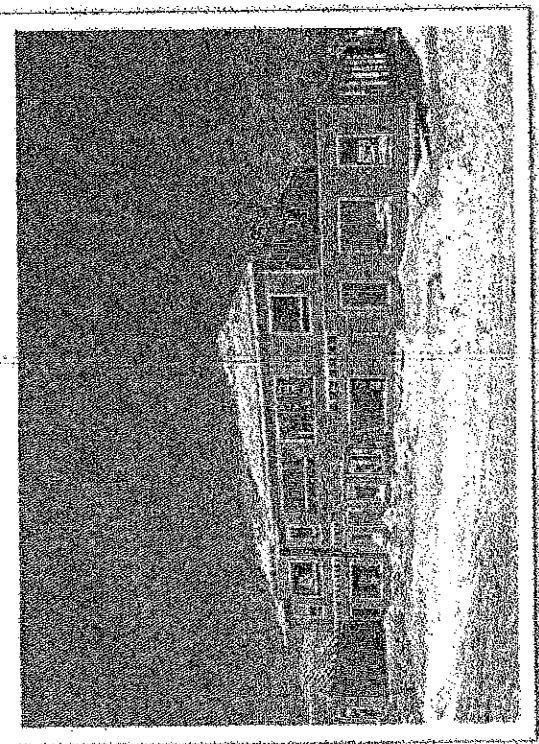
This document should be viewed as a tool to illustrate how effective a coordinated approach to capital planning can be in the acquisition of equipment or completion of significant infrastructure improvement projects. Additionally, the fact that the revised Charter requires

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that this document be updated annually demonstrates the importance of this information being communicated to the City Council and the community as a whole.

I have placed significant emphasis on the importance of developing an organized and coordinated CIP for the City. Over the past few years, we have made progress in allocating funding for capital improvements into the operating budget and I am committed to continuing that trend to the greatest extent possible in FY16 and beyond.

I urge the members of the City Council to carefully review the plan, which will also be made available for public viewing on the City's website, and look forward to working with you through the public hearing and adoption process laid out in the Charter.



Capital Improvement Program Fiscal Years 2015-2019



Donna D. Holaday, Mayor

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Introduction of Capital Planning Process

Proposed Free Cash Policy

Financing Methods

Five-Year Capital Improvement Program (CIP)

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Section III - Project Detail Sheets by Department

Fire Department

Police Department

Parks Department

Office of Planning and Development

Newburyport Public Library

Newburyport Public Schools

Information Technology

Department of Public Services: Highway Division

Department of Public Services: Water Enterprise Fund

Department of Public Services: Sewer Enterprise Fund

Department of Public Services: Harbormaster Enterprise Fund

I. Executive Summary

Dear President & Members of the City Council:

I am pleased to submit herewith the proposed Fiscal Years 2015-2019 Capital Improvement Program (CIP). All projects listed under FY 2015 have been, or are expected to be, funded through various means during this current fiscal year. All projects listed under FY 2016 through FY 2019 will require funding through a combination of sources. As you are aware, I have placed significant emphasis on the importance of developing an organized and coordinated CIP for the City. The planned acquisition of capital associated with an annual appropriation to fund capital improvements needs to become an integral component of the annual operating budget moving forward. While we have incrementally begun to incorporate this approach into some departmental budgets, there is still progress to be made in accounting for ongoing capital needs in the operating budget.

The format and organization of the CIP is designed to include: 1) a description and justification of each project, 2) the year in which the project or acquisition is planned, and 3) the recommended financing mechanism. As you will see, the City seeks to fund more projects using available funds, such as Free Cash and Retained Earnings, rather than issuing debt.

Development of the CIP

Prior to the implementation of the CIP, individual departments maintained their own capital budgets. This practice provided an inventory of capital needs for each department but did not engender a comprehensive and holistic approach to capital planning. Prior to FY2013, the City was not able to offer an adequate long-term funding program to address important City-wide infrastructure improvements, replace deteriorating equipment, and repair and renovate facilities.

Since FY2013, I have prioritized the continued development and refinement of a comprehensive capital improvement plan that incorporates the capital needs of all City Departments with a practical funding plan for each year of the program. Department Heads have worked with the Mayor's Office to identify and/or update their most important capital needs for FY2015 through FY2019. Significant time has been spent on developing a realistic funding schedule within the confines of the City's financial resources.

I have deliberately included fully funded projects and acquisitions from FY2015 in this CIP to reflect the progress that has been made during the current fiscal year. My hope is that the City Council will continue to recognize the value and importance of committing to funding planned projects and acquisitions on an annual basis, while also acknowledging that the City is faced with new and unexpected capital challenges every year.

Free Cash Policy

Working with our Finance Team, I have developed a Free Cash Policy that provides direction for how the City appropriates its Free Cash. In its most basic definition, Free Cash is the fiscal year-end combination of revenues that come in higher than estimated and expenditures that come in lower than budgeted. After the June 30 close of the fiscal year, the City's Free Cash is certified by the State Department of Revenue (DOR) and available for appropriation. Free Cash must be certified by the DOR's Director of Accounts as of July 1, and cannot be appropriated until it is certified. Once certified, Free Cash can be appropriated up until the following June 30 by City Council for any legal spending purpose. Free Cash is the major source of funding for supplemental appropriations after the budget has been adopted and a tax rate has been set for the year. Maintaining a healthy Free Cash balance gives the City adequate flexibility to address the priority items in the CIP instead of continuing to defer our capital needs.

Free Cash is generated when actual operations of the fiscal year compare favorably with budgeted revenues and expenditures. It results when actual revenue collections exceed the estimates used for budgeting and actual expenditures and encumbrances (committed funds not yet expended) are less than appropriations. Free Cash is affected by uncollected property tax receivables, illegal deficits, overdrawn grant accounts and deficits in other funds (e.g., special revenue funds, agency funds).

According to the Financial Policies that were formally adopted in December 2012, Free Cash balances should generally be used for non-recurring expenses. The Free Cash Policy attempts to align one-time revenues with appropriate one-time expenditures. To that end, the following are explicitly authorized uses of Free Cash under this policy:

- Limited Subsidy of the Operating Budget
- Capitalize the Stabilization Fund
- Capital Improvement Program
- Extraordinary Deficits & Emergency Appropriations

In keeping with the intent of this policy, an appropriate use of Free Cash is to fund capital projects that would have otherwise incurred borrowing costs associated with the issuance of debt. The financing of small capital projects or equipment is not considered a best practice for a community our size. Although perfectly legal, the City will continue to move away from incurring debt for vehicles and small equipment purchases and projects.

Bond rating agencies prefer to see cities using a pay-as-you-go approach for smaller capital projects. The one-time nature of Free Cash makes it an appropriate use for one-time capital expenditures. If, for some reason, sufficient Free Cash does not materialize in a given year, the City may borrow for capital projects, or delay them without causing immediate impacts to the operating budget and related services.

CIP Assumptions

The FY2015-2019 CIP is based on the following budgetary assumptions. The City will:

- Continue to build cash reserves, setting a minimum threshold Free Cash balance of \$500,000 and striving to attain a \$1.5 million Free Cash balance annually;
- Continue to conservatively estimate New Growth;
- Not use funds from General Stabilization for ordinary capital improvements;
- Continue to actively pursue State and Federal funding opportunities and leverage an annual allotment of Community Preservation Act funds to complete certain Planning & Development related capital improvements; and
- Continue to fund a grant writer to assist in securing outside funding to subsidize particular projects and infrastructure investments.

Overview of the CIP

The CIP includes projects with a five year total estimated cost of \$81,212,767. The projects are divided into five main categories, as shown in the table and graph on the following page.

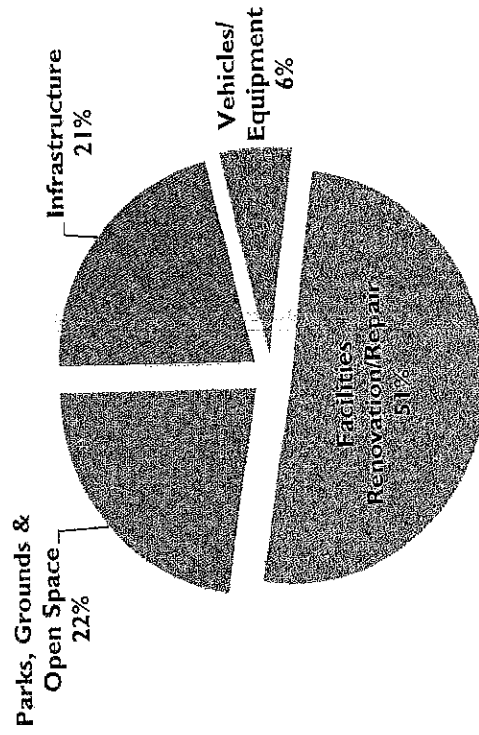
The graph illustrates that 51% of spending is for facilities renovation and repair. A significant addition to this CIP is the Parking Garage/Intermodal Facility Project, with an estimated project cost of \$12.5 million. Additional projects include the completion of the Bresnahan Elementary School and Nock/Molin Upper Elementary and Middle School projects, as well as, the construction of a new Senior/Community Center, DPS Administration Building and Transient Boaters & Harbormaster Facility. The CIP also identifies and anticipates significant investment in existing City buildings, such as updates to flooring at the Police Station and Library, efficient lighting upgrades at the Fire Station, exterior brick and woodwork restoration at the High School and Police Station, and roof replacement at the DPS Facility on Perry Way.

Investments in infrastructure represent 21% of the total spending included in the CIP. Infrastructure is the core of any CIP and Newburyport continues to budget capital investments in the City's water and sewer systems, roadways and sidewalks as part of the operating budget. In the past several years, sidewalk improvements have been a priority. The City has made historic investments in our sidewalks since we began earmarking 50% of meals tax revenue for their repair. The City will continue to invest a minimum of \$250,000 in sidewalks and \$500,000 in roadway improvements. Additionally, through existing enterprise funds, the City will continue to invest in infrastructure improvements, including \$4.0 million in water infrastructure improvements and \$7.7 million in sewer infrastructure projects over the next five years.

CAPITAL IMPROVEMENT PROGRAM

Another important area for the City is our parks, grounds, and open space, which comprises 22% of total spending in the CIP. Partially funded by a \$1.7 million debt exclusion, a major investment has been made in athletic field improvements at the High School stadium, Fuller Track Complex, Nock diamond and multi-use playing fields, and Cherry Hill soccer fields. Additional important investments include the acquisition of land at the Colby Farm site, rehabilitation of the Central Waterfront Bulkhead, which was funded by a grant from the Seaport Advisory Council, as well as the continued restoration of Inn Street and the completion of Phase II of the Clipper City Rail Trail.

Project Costs by Project Type



Funding the CIP

The City's lack of dedicated annual funding sources for most capital improvements has made a coordinated approach to capital planning very difficult. Despite this fact, the City has been able to maintain a strong financial position by leveraging State and Federal funds, CPC funds, and strong Free Cash and Retained Earning balances to fund many capital improvements and purchases. This has limited the City's need to borrow to fund smaller capital improvements. The funding philosophy behind the CIP was to continue to fund and invest in capital without drastically increasing the debt burden. For FY2016, ordinary and excluded debt comprises approximately 6.2% of the General Fund budget.

CAPITAL IMPROVEMENT PROGRAM

Below is a summary of anticipated project costs for fiscal years 2015 through 2019:

Project Costs by Department

Department	Estimated Project Costs by Year					Five-Year Total
	FY15	FY16	FY17	FY18	FY19	
Fire	115,000	279,471	115,000	115,000	2,915,000	3,539,471
Police	82,726	131,940	21,000	-	-	235,666
Parks	1,414,518	5,177,280	3,247,343	415,000	30,000	10,284,141
Planning	5,934,783	15,815,609	5,362,500	100,000	-	27,212,892
Information Technology	48,500	153,500	98,500	108,500	-	409,000
Library	12,275	16,425	-	-	-	28,700
Highway	1,459,000	1,736,000	1,329,000	1,051,000	880,000	6,455,000
Total General Fund	\$ 9,066,802	\$ 23,310,225	\$ 10,173,343	\$ 1,789,500	\$ 3,825,000	\$ 48,164,870
Schools	15,161,904	240,000	532,500	-	-	15,934,404
Total General Fund with Schools	\$ 24,228,706	\$ 23,550,225	\$ 10,705,843	\$ 1,789,500	\$ 3,825,000	\$ 64,099,274
Less: Grants, State Aid & Ex. Debt	(21,304,687)	(17,850,464)	(6,537,500)	(500,000)	(500,000)	(46,692,651)
Net Spending	\$ 2,924,019	\$ 5,699,761	\$ 4,168,343	\$ 1,289,500	\$ 3,325,000	\$ 17,406,623
Harbormaster Enterprise	-	1,800,000	-	-	-	1,800,000
Sewer Enterprise	440,000	860,000	6,659,000	300,000	300,000	8,559,000
Water Enterprise	2,350,250	2,379,243	675,000	675,000	675,000	6,754,493
Total Enterprise Funds	\$ 2,790,250	\$ 5,039,243	\$ 7,334,000	\$ 975,000	\$ 975,000	\$ 17,113,493
Total Capital Improvements	\$ 27,018,956	\$ 28,589,468	\$ 18,039,843	\$ 2,764,500	\$ 4,800,000	\$ 81,212,767

CAPITAL IMPROVEMENT PROGRAM

Conclusion

I want to thank everyone who has helped to make this CIP not just a document, but a real plan. The City continues to make great strides towards improving its capital planning. The capital budget on the following pages highlights the City's ongoing responsibility to maintain its facilities, vehicles, equipment, and infrastructure, and to make the necessary capital investments to meet the needs of our community. Many projects continue to be deferred in order to keep the funding mechanisms realistic, but hopefully those can be included in the CIP in subsequent years. The CIP is a living document in the truest sense and will continue to be reevaluated and updated on an annual basis as part of the budget process. The CIP will also continue to be included as an appendix to the annual operating budget and it is my intention to aggressively pursue funding for each year of the program.

Respectfully submitted,

Donna D. Holaday, Mayor

CAPITAL IMPROVEMENT PROGRAM

II. FY 2015-2019 CIP Summary

Page	Department	Project Description	FY15	FY16	FY17	FY18	FY19	Five-Year Total
12	Fire	Fire Engine Replacement	115,000	115,000	115,000	115,000	115,000	575,000
13	Fire	Replacement of Fire Alarm System	-	19,000	-	-	-	19,000
14	Fire	One Ton Forestry Truck	-	50,000	-	-	-	50,000
15	Fire	Hose & Fitting Replacement	-	25,000	-	-	-	25,000
16	Fire	New Station 2 Facility	-	-	-	-	2,800,000	2,800,000
17	Fire	Radio System Upgrade	-	25,000	-	-	-	25,000
18	Fire	Remote Antenna Repair	-	25,239	-	-	-	25,239
19	Fire	Lighting Improvements	-	20,232	-	-	-	20,232
	Fire Total		115,000	279,471	115,000	115,000	2,915,000	3,539,471
20	Police	Seal Police Station bricks & replace garage doors	-	21,000	21,000	-	-	42,000
21	Police	Carpet Replacement	-	30,000	-	-	-	30,000
22	Police	Replacement of Portable Radios	-	20,000	-	-	-	20,000
23	Police	Intellex Security System	20,352	-	-	-	-	20,352
24	Police	Tasers	22,500	22,500	-	-	-	45,000
25	Police	Cruiser Two-Way Radios	-	12,000	-	-	-	12,000
26	Police	Radar Units	-	20,950	-	-	-	20,950
27	Police	Traffic Speed Measuring Signboard	-	5,490	-	-	-	5,490
28	Police	Harley Davidson Motorcycles	39,874	-	-	-	-	39,874
	Police Total		82,726	131,940	21,000	-	-	235,666
29	Parks	Bartlet Mall Frog Pond Restoration	31,650	41,780	1,602,343	-	-	1,675,773
30	Parks	Atwood Park Improvement Project	-	61,519	50,000	-	-	111,519
31	Parks	Cushing Park Improvement Project	-	20,000	20,000	20,000	-	60,000
32	Parks	Joppa Park Improvement Project	-	55,525	20,000	330,000	-	405,525
33	Parks	Inn Street Site Amenities	-	-	25,000	35,000	-	60,000
34	Parks	Field Improvement - Construction Projects - Cherry Hill	-	625,000	-	-	-	625,000
35	Parks	Field Improvement - Construction Projects - Nook Diamond & Multi-use	204,783	574,623	-	-	-	779,406
36	Parks	Field Improvement - Construction Projects - Fuller Complex	-	1,000,000	1,500,000	-	-	2,500,000
37	Parks	High School Athletic Field Renovation Project	866,667	2,333,333	-	-	-	3,200,000
38	Parks	Parks & Playground Equipment Replacement	36,418	15,500	30,000	30,000	30,000	141,918
39	Parks	Colby Farm Land Acquisition	275,000	450,000	-	-	-	725,000
	Parks Total		1,414,518	5,177,280	3,247,343	415,000	30,000	10,284,141

CAPITAL IMPROVEMENT PROGRAM

Page	Department	Project Description	FY15	FY16	FY17	FY18	FY19	Five-Year Total
40	Planning	Senior Community Center	4,350,000	1,165,669	-	-	-	5,515,669
41	Planning	Clipper City Rail Trail Extension Project - Design Phase	278,000	-	-	-	-	278,000
42	Planning	Clipper City Rail Trail Extension Project - Construction Phase	198,000	3,962,940	-	-	-	4,160,940
43	Planning	Central Waterfront Bulkhead Project - Phase 1	260,000	-	-	-	-	260,000
44	Planning	Central Waterfront Bulkhead Project - Phase 2	-	2,500,000	-	-	-	2,500,000
45	Planning	Fish Pier Embayment Dredging Project	-	50,000	600,000	-	-	650,000
46	Planning	Inn Street - Phase II - Partial Brick Repair Project	475,746	-	-	-	-	475,746
47	Planning	Inn Street - Phase III - Fountain Improvement Project	358,037	-	-	-	-	358,037
48	Planning	Inn Street - Phase IV - Elevated Walkway Project	-	-	200,000	-	-	200,000
49	Planning	City Hall Capital Improvement Project(s)	15,000	180,000	-	-	-	195,000
50	Planning	Common Pasture Parking and Trailhead Project	-	-	25,000	100,000	-	125,000
51	Planning	Parking Garage	-	7,957,000	4,537,500	-	-	12,494,500
	Planning Total		5,934,783	15,815,609	5,362,500	100,000	-	27,212,892
52	Library	Carpet Replacement	12,275	-	-	-	-	12,275
53	Library	VOIP Phone System	-	16,425	-	-	-	16,425
	Library Total		12,275	16,425	-	-	-	28,700
54	Schools	Bresnahan Elementary Model School Project	7,867,284	-	-	-	-	7,867,284
55	Schools	Nock/Molin School Renovation	7,164,620	-	-	-	-	7,164,620
56	Schools	Newburyport High School-Roof Replacement	-	70,000	532,500	-	-	602,500
57	Schools	Newburyport High School-Historic Woodwork Restoration	130,000	170,000	-	-	-	300,000
	Schools Total		15,161,904	240,000	532,500	-	-	15,934,404
58	Information Technology	IT Hardware	48,500	153,500	88,500	58,500	-	349,000
59	Information Technology	Copier/Scanners	-	-	10,000	10,000	-	20,000
60	Information Technology	Storage Area Network Device	-	-	-	40,000	-	40,000
	Information Technology Total		48,500	153,500	98,500	108,500	-	409,000

CAPITAL IMPROVEMENT PROGRAM

Page	Department	Project Description	FY15	FY16	FY17	FY18	FY19	Five-Year Total
61	Highway	Roadway Improvements	852,000	500,000	500,000	500,000	500,000	2,852,000
62	Highway	Sidewalk Improvements	380,000	300,000	300,000	300,000	300,000	1,580,000
63	Highway	Purchase of 6 Wheel Dump Trucks	-	150,000	150,000	150,000	-	450,000
64	Highway	Roof Replacement at DPS Facility	-	80,000	80,000	80,000	80,000	320,000
65	Highway	Purchase of One and a Half Ton Dump Trucks	70,000	-	70,000	-	-	140,000
66	Highway	Purchase of Street Sweeper	67,000	67,000	-	-	-	134,000
67	Highway	Tree Truck	-	-	150,000	-	-	150,000
68	Highway	Purchase of 3/4 Ton Pickup Trucks with plows	40,000	40,000	40,000	-	-	120,000
69	Highway	Purchase of Front End Loader with Backhoe	-	120,000	-	-	-	120,000
70	Highway	Drainage Study	-	50,000	-	-	-	50,000
71	Highway	Replacement of Fuel Pumping Station	-	21,000	21,000	21,000	-	63,000
72	Highway	Repair Stonewall at Highland Cemetery	-	40,000	-	-	-	40,000
73	Highway	Purchase of Automatic Hydraulic Salt Spreader Control System	-	18,000	18,000	-	-	36,000
74	Highway	Replacement of HVAC system at the DPS Highway Facility	-	100,000	-	-	-	100,000
75	Highway	Purchase of Tree Chipper	50,000	-	-	-	-	50,000
76	Highway	Replacement of AWD Oversized MAC Snow plow Truck	-	250,000	-	-	-	250,000
	Highway Total		1,459,000	1,736,000	1,329,000	1,051,000	880,000	6,455,000
77	Water Enterprise	DPS Water Main Replacement	325,000	325,000	325,000	325,000	325,000	1,625,000
78	Water Enterprise	DPS Facility Expansion	97,250	1,604,243	-	-	-	1,701,493
79	Water Enterprise	DPS Meter Replacement Project	150,000	150,000	150,000	150,000	150,000	750,000
80	Water Enterprise	Upper Dam and Intake Improvements	1,600,000	-	-	-	-	1,600,000
81	Water Enterprise	Hot Top Roller	25,000	-	-	-	-	25,000
82	Water Enterprise	Mini Excavator	-	100,000	-	-	-	100,000
83	Water Enterprise	Dump Truck	153,000	-	-	-	-	153,000
84	Water Enterprise	Water Tank Painting	-	200,000	200,000	200,000	200,000	800,000
	Water Enterprise Total		2,350,250	2,379,243	675,000	675,000	675,000	6,754,493

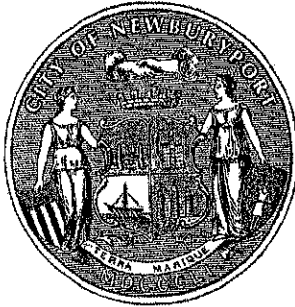
CAPITAL IMPROVEMENT PROGRAM

Page	Department	Project Description	FY15	FY16	FY17	FY18	FY19	Five-Year Total
85	Sewer Enterprise	Graf Road Lift Station and Force Main	-	560,000	5,589,000	-	-	6,149,000
86	Sewer Enterprise	Purchase of Vactor Vacuum Truck	350,000	-	-	-	-	350,000
87	Sewer Enterprise	Bobcat Loader	90,000	-	-	-	-	90,000
88	Sewer Enterprise	Plum Island Alarm System	-	100,000	100,000	100,000	100,000	400,000
89	Sewer Enterprise	Sewer Line Replacement	-	200,000	200,000	200,000	200,000	800,000
90	Sewer Enterprise	Clarifier Covers & Equipment	-	-	770,000	-	-	770,000
	Sewer Enterprise Total		440,000	860,000	6,659,000	300,000	300,000	8,559,000
91	Harbormaster Enterprise	Transient Boaters & Harbormaster Facility	-	1,800,000	-	-	-	1,800,000
	Harbormaster Enterprise Total		-	1,800,000	-	-	-	1,800,000
	Grand Total		27,018,956	28,589,468	18,039,843	2,764,500	4,800,000	81,212,767

III. Project Detail Sheets by Department

(following pages)

BoF



RECEIVED
CITY OF NEWBURYPORT, MASSACHUSETTS
Donna D. Holaday, Mayor

2015 APR 28 A 10:40

Office of the Mayor

60 Pleasant Street

Newburyport, MA 01950

Phone: 978-465-4413 • Fax: 978-465-4402

To: President and Members of the City Council

From: Peter Lombardi, Director of Policy and Administration

Date: April 28, 2015

Re: AFSCME Negotiations – Tentative Agreement Details

To follow up on Mayor Holaday's memo dated April 21, 2015, below are the details of the agreement that has been reached in principle for FY16-FY18 with the AFSCME bargaining unit, Local 939. The City has agreed to the terms contained herein subject to appropriation by the City Council. The Local 939 voted to ratify the terms of this agreement on April 25, 2015.

The wage considerations for FY16 have been accounted for in the Mayor's Proposed FY16 Annual Operating Budget.

BOTH PARTIES TENTATIVELY AGREE TO:

Article V- Work Week

Add new language #8 in Fire Dispatchers / Police Dispatchers Section (reflects current practice):

"The normal work week for Police Dispatchers will be based on a 4 and 2 schedule. The normal work week for a Police Dispatch supervisor will be based on a 5 and 2 schedule. Management may, upon consultation with and agreement by the union, change these schedules for any newly created positions in Police Dispatch. Furthermore, any changes to or additions of Administrative Days Off (ADO's) will only be implemented upon bargaining with the union."

Language changes in Library Hours Section noted as strikethroughs or in bold (reflects current practice):

3. "The Library will be closed the Saturday of Memorial Day weekend and the Saturday of Labor Day weekend.

4. "...There will be a rotating staff of at least eight union employees required to work Sundays in alternating groups of four."
6. "Library employees shall be assigned to new times of work on a voluntary basis. Should there be no volunteers; employees will be assigned on a rotating basis by **inverse seniority.**"

Article VIII - Overtime

Language changes in Section A in bold:

"An employee not at work for their full shift because of personal, sick or vacation leave shall not be called for overtime work until all other employees have been offered the opportunity to work said overtime assignments and when an employee who has been on sick leave does report to work other than his/her regularly scheduled work hours, said employee will be paid at straight time rate for the first eight (8) hours. If at the end of the first eight (8) hours, the employee called in is working hours other than his/her normal work hours, said employee shall be paid at the rate of one and one half (1 ½) times his/her regular rate of pay until the start of his/her normally scheduled work hours. **An employee not at work for a full shift because of sick leave shall not be called for overtime work except in an emergency in which case management can use its discretion.**"

"Employees called in to work for an emergency call out on weekdays shall receive a minimum of three (3) hours pay at the premium rate of one and one half (1 ½) times their straight time rate. In addition, employees called in for an emergency any time after **3:00PM on Friday through 6:59AM Monday**, or on a Holiday (Article X) shall receive a minimum of four (4) hours of premium rate. Employees shall be released as soon as the senior DPS personnel on site or incident commander deem the emergency resolved and work completed."

Language changes in Section C noted as strikethroughs and in bold (reflects current practice):

- c. "Library employees ~~who are scheduled to~~, or voluntarily attend programs and workshops outside their regular work week will receive credit time **at straight time.**"

Add new Section D:

"In the event that the Governor declares a state of emergency and the Mayor determines that non-essential personnel are not required to report to work due to a weather related emergency, those DPS employees who are required to work shall be immediately placed on overtime regardless of scheduled hours and shall remain on overtime until the state of emergency ceases or until non-essential employees return to work, whichever occurs sooner."

Article IX Vacations

Language changes in subsection b of Section B(3) in bold:

"Floating days must be requested to the Department Head a minimum of **one (1)** working day prior to the beginning of the vacation day or vacation period."

Delete "and if the employees has two (2) years of service" from subsection 5(c) - employers are legally required to pay employees who resign for all accrued vacation time, regardless of their years of employment

Language changes in last sentence of second paragraph in subsection 5(c) in bold:

"Should the request for carryover be for the purpose of extending next year's vacation beyond **one week** said request should so state."

Create scale and/or examples to clarify current vacation procedure.

Article XII – Sick Leave

Language changes in Section A in bold:

"Existing employees as of June 30, 2015 shall continue to be credited with one (1) day per month with accumulation to one hundred and eighty (180) days with a maximum buyback of seventy-five (75) days based on one hundred fifty (150) accumulated days. **Effective July 1, 2015, new employees shall be credited with one (1) day per month with accumulation to one hundred and eighty (180) days but shall not be eligible for any sick leave buyback.**"

Add the following paragraph to Section C:

"Employees with ten (10) or more years of service shall be eligible to buy back fifty percent (50%) of their sick leave accrual, up to a maximum of twenty-five (25) days per year, with each such day valued at ninety percent (90%) of their then current daily rate; provided, however, that employees who exercise this option must retain at least fifty (50) sick leave days of their accrued credit. Any sick leave days bought back pursuant to this section shall be deducted from the sick leave balance available for buyback upon retirement or death. The maximum sick leave buyback for each employee's entire career working for the City is capped at 50 days. This buyback plan is voluntary."

Article XIV- Miscellaneous

Change Section 6 (heat days) to read as follows:

"When the heat index at the DPW building reaches 110 (eg. 92 degrees and 67% humidity), outdoor employees will be called to come work indoors (preferably in an air-conditioned space)."

Add new #18: (memorializes the current practice)

"If an employee maintains a particular license and utilizes it in the course of his/her duties working for the City, s/he will receive an annual \$500 stipend, payable in the first pay period in December, as long as the license is above and beyond what is required by the current position job description and is approved by a supervisor. A list of current applicable licenses is included as an appendix to this contract. Stipends for any new specialized licenses will be reviewed and considered by the Labor Management Committee. To the greatest extent possible, work requiring these licenses will be conducted on straight time and will not be compensated with additional overtime pay."

Add new #19:

"Fire Dispatchers will be paid an annual \$250 stipend for attaining and maintaining their EMT certification, payable in the first pay period of December."

Add new #20:

"All employees are required to participate in a mandatory direct deposit program."

Article XVIII – Longevity

Language changes in bold:

"Eligible employees will be paid longevity increments in the following amounts in a lump sum as a separate check with the first paycheck issued in the month of December. **For the purposes of longevity, years of service shall be calculated based on an eligible employee's anniversary date. Longevity shall be earned on a calendar year basis and shall be paid on a pro-rated basis to employees who retire or resign from City service prior to the first pay period in December. Employees who leave the City for other reasons shall not be entitled to any longevity payment for that year.**"

Add table to clarify current practice:

Hire Date	Years of Continuous Service			
	<u>5 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
Pre 07/01/95	\$ 1,381.88	\$ 1,638.97	\$ 1,991.50	\$ 2,442.43
7/1/95 thru 06/30/02	\$ 690.94	\$ 819.49	\$ 995.75	\$ 1,221.22
Post 06/30/02	N/A	N/A	N/A	N/A

Article XIX- Clothing and Tool Allowance

Amend Trouser section in uniform table to make G&K optional.

Increase clothing reimbursement allowance from \$600 (FY15) to \$650 in FY16 and \$700 in FY18.

Article XXIII Duration

Contract term from July 1, 2015 to June 30, 2018.

Appendix B Wage Scale

FY16: Adjust all grades by 1%

Fire Dispatchers upgraded to a 4

Add 1 new full-time Custodian I position (Grade 6) and maintain 1 part-time

Custodian I position created this year (Grade 6)

Create a new Grounds Maintenance Working Foreman position (Grade 14)

1.75% COLA

FY17: Fire Dispatchers upgraded to a 6

Staff Librarian upgraded to a 14

Library Tech upgraded to an 6

Custodian II position (Grade 8) upgraded to a Building Maintenance Technician
(Grade 14)

1.75% COLA

FY18: Staff Librarian upgraded to a 16

(Carpenter) Working Foreman upgraded to an 18

2.0% COLA

Add the following language: "The Labor Management Committee will meet on a regular basis to conduct an internal review and evaluation of job descriptions, wage classifications, and salary comps for all positions by June 30, 2018."



CITY OF NEWBURYPORT, MASSACHUSETTS
Donna D. Holaday, Mayor

Office of the Mayor
60 Pleasant Street
Newburyport, MA 01950

Phone: 978-465-4413 • Fax: 978-465-4402

To: President and Members of the City Council

From: Donna D. Holaday, Mayor

Date: April 21, 2015

Re: AFSCME Negotiations – Tentative Agreement

After several months of contract negotiations, the City and AFSCME Local 939 have reached a tentative agreement regarding a new three-year collective bargaining agreement that is set to begin on July 1, 2015. The union has informational sessions planned for its membership on Thursday April 23, 2015, followed by a formal ratification vote that is scheduled to take place this Saturday, April 25.

I want to provide the Council with sufficient opportunity to review the new and amended terms and conditions contained in this proposed contract. I am also trying to avoid any premature public disclosure of what is currently only an agreement in principle. Accordingly, I plan to submit the specific details of this tentative agreement to the Council as soon as possible after a ratification vote in favor of the new contract has transpired, with the hope that the Council would consider approval of this new contract in time for any financial considerations contained therein to be incorporated into the FY16 operating budget submission due on May 11, 2015.

NEIGHBORHOOD & CITY SERVICES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 13, 2015

THAT the CITY COUNCIL of the CITY OF NEWBURYPORT approves authorization for conditional use of Cushing Park as a seasonal park space and subject to the specific requirements of this Order, deem this land subject to the protections of Article 97 of the Constitution of the Commonwealth of Massachusetts. Said land is hereby re-dedicated to park and recreation purposes under Massachusetts General Laws, Chapter 45, Section 14, under care, custody and management of the Parks Commission;

AND recognizing that residents of Newburyport's North End have a reliance on the availability of off-street winter parking on the so-called "Cushing Park" property;

AND further recognizing that residents near Cushing Park had utilized parking spaces in Cushing Park on a year-round basis as required by Newburyport zoning ordinance requirements;

AND parking availability in winter months must be maintained at existing levels and year-round parking at Cushing Park must remain available for park use and neighborhood requirements.

THEREFORE the Newburyport Parks Commission intends to undertake the seasonal conversion of portions of Cushing Park to function as a neighborhood park which is inviting with benches, landscaping, removable site amenities and other public benefits;

AND the Newburyport Parks Commission shall take use of Cushing Park as a seasonal park space but shall not inhibit use of the existing parking lot for off-street neighborhood parking as needed during the course of the year;

AND the Parks Commission may make permanent physical improvements to the property, including new landscaping, on any areas not already covered by paved surfaces;

AND if the Parks Commission wishes to remove asphalt pavement from the lot, at no point shall the total number of surface parking spaces available for use during winter months be less than the existing capacity of one hundred and four (104) spaces;

AND, that at no point shall the total number of surface parking spaces available for use during summer months be less than forty (40) spaces in the inaugural summer season of the improved Cushing Park;

per NALS
RC/BV
SS

AND that after said inaugural summer season of the improved Cushing Park a Public Hearing shall be held to further reduce summer parking of which further reduction shall require majority vote of the Newburyport City Council.

THEREFORE the Newburyport City Council hereby authorizes the Parks Commission to install and maintain seasonal parks equipment and related amenities at Cushing Park, located at Kent, Washington, and Buck Streets (and shown on the Assessors Map as Parcel 51-42) between May 1st and October 31st of each year;

AND the Parks Commission may remove asphalt pavement within forty (40) feet of the lot line abutting the residential property known as Assessors Map and Lot Number 51-41-103, which consists of homes fronting on Congress Street and Kent Street, in order to install an adequate landscaping buffer;

AND the Parks Commission may remove the existing Kent Street curb cut and access and replace with pedestrian access, landscaping and park amenities; while maintaining two curb cuts and vehicular access off Washington Street.

THEREFORE the above provisions shall replace and supersede those contained in a December 9, 2013 City Council Order.

Submitted,
Councillor Robert J. Cronin for Ward 3

UACS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

JANUARY 12, 2015

AN ORDINANCE TO REGULATE THE FEEDING OR BAITING OF MIGRATORY WATERFOWL AND SEA BIRDS

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

General ordinance:

PART 2 Article III CHAPTER 3-31: Feeding or baiting migratory waterfowl or sea birds **Short Title: Feeding or baiting wild birds**

3-32 Purpose and intent

The presence of migratory shorebirds such as ducks, swans, geese as well as seagulls are part of the fabric of a coastal and riverfront community. These birds in essence bring to Newburyport's public and private waterfront and parks a connection with the Merrimack River and the Atlantic Ocean. An unfortunate by-product of these birds' presence is the inappropriate and harmful practice of human feeding of these birds. This feeding contributes to this wildlife becoming dependent on human intervention. It exposes them to predators and leaves behind bird waste that negatively affects the ecosystem. Therefore, the intent is to minimize migratory waterfowl and seabird exposure to human feeding and in the reduction of animal waste within the City of Newburyport.

3-33 Definitions

- (a) "Migratory Waterfowl", ducks, geese, swans, of the Anatidae family and any subspecies of said family.
- (b) "Seabirds", seagulls and any subspecies of seagulls
- (c) "Director", the Director of Massachusetts Division of Fisheries and Wildlife, agents or designees as authorized pursuant to Chapter 131 of the Massachusetts General Laws.
- (d) "Feeding or Baiting", shall mean the placing, exposing, depositing, distribution, or scattering, directly or indirectly of shelled, shucked, or unshucked corn, wheat, other grain, bread, salt, or any other feed or nutritive substance in any manner of form so as to constitute feeding or baiting within the City of Newburyport.

3-34 Limitations

- (a) No person, except the Director, as defined in 3-33 of this ordinance shall feed or bait any migratory waterfowl at any location within the City of Newburyport including all water bodies therein.
- (b) Nothing in this section shall be constituted to limit the feeding of domesticated waterfowl as defined by the Division of Fisheries and Wildlife, by a farmer as defined

ref P NACS RC
BC

1100 TO

Public Safety



REVISED

February 18, 2015

Newburyport City Council
 City of Newburyport
 60 Pleasant Street
 Newburyport, MA 01950

Dear Council President O'Brien and members of the Newburyport City Council:

The Greater Newburyport Chamber of Commerce & Industry kindly requests the use of the streets in the downtown for the following Chamber of Commerce sponsored festivals/events:

- Newburyport Spring Fest, Sunday and Monday, May 24 & 25, 2015
- Tour d'Elegance, Saturday, July 25, 2015
- Cruisin the 50's, Thursday, August 13, 2015 (rain date August 20)
- Riverfront Music Festival, Saturday, ~~August 29~~, 2015 *Amended Sept. 5*
- Taste of the Port, Saturday, September 19, 2015
- Fall Harvest Festival, Sunday and Monday, October 11 & 12, 2015
- Witches Night Out, Friday, October 16, 2015
- Pumpkin Lighting, Saturday, October 17, 2015
- Santa Parade and Tree Lighting, Sunday, November 29, 2015
- Invitation Nights, Fridays, December 4, 11 and 18, 2015
- Santa's Workshop, Saturdays and Sundays, December 5, 6, 12, 13, 19, and 20, 2015

Approximate times for each event are listed below.

The revenues generated from these Chamber fund raising events are used for marketing the city, tourism, maintenance of the seasonal information booth, beautification of the downtown and various other projects in the interest of the community. All funds are raised through sponsorships, artisans and vendor festival entry fees.

1. The decoration of the lampposts throughout the downtown with flower baskets begins in mid-May in preparation for Memorial Day weekend. Included in this effort are the cornstalks and hay bales that brighten up Market Square in the fall to the holiday decorations that adorn our streets in November and throughout the holiday season. The cost for the flower

baskets and upkeep assumed by the Chamber and its marketing program is over \$18,000.

2. Newburyport Spring Fest is Memorial Day Weekend, May 24 & 25 runs from 7 AM – 7 PM. There is a spring festival planning committee made up of chamber board members, members (both retail and non) as well as staff. Since 2008 we have worked with the city council at their request to make improvements to the food vendors booths. In 2012 we worked with the health department to comply with their new festival health requirements.
3. Tour d'Elegance - We are proud to be working with Endicott College on the third year of a new addition to their very successful Concours d'elegance boutique car show. The Tour will begin in Newburyport on Saturday, July 25 from 9 – 11 AM and then will head to Endicott College down the scenic byway. Approval from the Newburyport Redevelopment Authority will be requested as the cars will be parked in the paved NRA East lot.
4. Cruisin the 50's – The 4th annual Cruisin the 50's, August 13th event coordinated by the Chamber and WNBPA will take place in downtown Newburyport. Due to the success of last year, we will work with the public safety committee and Police department to consider the closure of State and Pleasant Streets for this event which runs from 4 – 8 PM.
5. Riverfront Music Festival – The chamber is pleased to announce the 13th annual Riverfront Music Festival on Saturday, August 29 from 12 – 6 PM. The date has been confirmed with the Waterfront Trust.
6. Taste of the Port – The chamber is pleased to announce a new event that will replace Oktoberfest. This event will feature a food and beverage related event featuring the many restaurants, beverage and specialty food members in one location in the NRA parking lot. The event will run from 12 – 6 PM on Saturday, September 19th.
7. Fall Harvest Festival is a mainstay of the fall season and a welcomed event. The festival planning committee will once again be working on this event. At this event we also ask permission to adorn the lampposts with scarecrows created by local residents and businesses. The festival is planned for Columbus Day Weekend, October 11 & 12. This event runs from 7 AM – 7 PM as well.
8. Witches Night Out and Pumpkin Lighting – The chamber's retail committee is pleased to present again two events geared for the community at large. Witches Night Out on October 17 an adult friendly event and the Newburyport Great Pumpkin Lighting on October 17, a new tradition and a

great family friendly event. Witches Night Out will be held from 6-9 PM and the Pumpkin Lighting from 5:30 - 8 PM.

9. Holiday Activities – The holidays kick off in Newburyport on Sunday, November 29 with the parade and tree lighting and continue throughout December with three evenings of Invitation Nights and Santa's Workshop. As we have done for the past thirty plus years we are asking for permission to erect a Christmas tree donated by a local area resident.

We look forward to working with the city, retailers, restaurants and service providers while being mindful of the residents and hope that these fairs will be welcomed events for residents and visitors alike. As we work in conjunction with many partners, we are hopeful that this will be a great year for our City, the local businesses and the region as a whole.

Areas Requested:

- Use of the Inn Street Mall, State Street, Market Square (bullnose), Pleasant Street and sidewalks on areas in front of Waterfront Park and the Firehouse Center for the Arts.
- Use of the parking spaces and sidewalk on both sides of State Street from Market Square to Pleasant Street.
- Use of the parking spaces on the north side of Merrimac near the chamber information booth.
- We will be working with and gaining approval from the Newburyport Redevelopment Authority as well as the Waterfront Trust for areas under their purview.

I look forward to answering any questions that the council may have. Thank you for your consideration.

Sincerely,



Ann Ormond
President

cc: Mayor Donna D. Holaday
Richard B. Jones, City Clerk

SPECIAL EVENT APPLICATION

SPECIAL EVENTS

Tel.

Fax.

(For Parades, Road Races and Walkathons Only - Please complete reverse side of this application)

NAME OF EVENT: Chamber of Commerce 2015 Events (list attached)

1. Date: _____ Time: from _____ to _____
Rain Date: _____ Time: from _____ to _____

2. Location: _____

3. Description of Property: _____ Public _____ Private _____

4. Name of Organizer: Greater Newburyport City Sponsored Event: Yes _____ No _____

Contact Ann Ormond Chamber of Commerce Person: _____

Address: 38 R Merrimac St. Newburyport Telephone: _____

E-Mail: aormond@newburyportchamber.org Cell Phone: 617-590-2057

Day of Event Contact & Phone: 019 work 978-462-6680

5. Number of Attendees Expected: Varies per event

6. MA Tax Number: 04-2384695

7. Is the Event Being Advertised? Yes Where? Daily News, Website, Social Media

8. What Age Group is the Event Targeted to? all ages WNB

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

We post signs on all 2nd floor tenants doors.

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

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

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music ☒ DJ ☒ Radio/CD _____
Performers _____ Dancing _____ Amplified Sound ☒ Stage ☒

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____
Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

D. Clean Up: # of additional trash receptacles required 10 # of additional recycling receptacles required 10

E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

_____ Standard # _____ ADA accessible

For Riverfront - 8 regular each side of NRA + 1 handicap on each side
Spring Fest - 3 regular + 1 handicap
Fall Fest - 3 regular + 1 handicap
Total 18

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____ ROAD RACE _____ WALKATHON _____

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

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

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

4. Date of Event: _____ Expected Number of Participants: _____

5. Start Time: _____ Expected End Time: _____

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route): _____

7. Locations of Water Stops (if any): _____

8. Will Detours for Motor Vehicles Be Required? _____ If so, where? _____

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:

• Number of Floats: _____

• Locations of Viewing Stations: _____

• Are Weapons Being Carried: Yes _____ No _____

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

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE/CROSSING

CITY MARSHAL _____ 4 Green St FIRE CHIEF _____ Greenleaf St.

DEPUTY DIRECTOR _____ 1 Perry Way CITY CLERK _____ 60 Pleasant St

DEPARTMENT APPROVAL (For Committee members use only):

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

Approval Required	Date: _____	Signature _____
_____	1. Special Events:	_____
_____	2. Police:	_____
	Is Police Detail Required:	_____ # of Details Assigned: _____
_____	3. Traffic, Parking & Transportation:	_____
_____	4. ISD/Health:	_____
_____	5. ISD/Building:	_____
_____	6. Electrical:	_____
_____	7. Fire:	_____
	Is Fire Detail Required:	_____ # of Details Assigned: _____
_____	8. Public Works:	_____
_____	9. Recreation Department:	_____
_____	10. License Commission:	_____

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

Limitations

- (a) *"Procedure"* All road racing, walkathon, bicycle, or swimming events shall, through that event's organizer, board of directors, charity foundation or designee apply for authorization to hold the event through the Office of the City Clerk. The City Clerk upon review of the completed form will place the application on the regular City Council agenda. Upon following the procedures of the Council, as deemed appropriated in the sole judgment of the Council, the application will be considered approved if the Council votes favorably by majority. The event will name one person responsible on the application and shall provide contact information to include name, address and telephone number.
- (b) *"Exemptions"* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.
- (c) *"Course map"* All applications shall be accompanied by a course map showing the event route, water stops, refreshment stops, and so-called "porta-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by Police, Fire, Department of Public Services, Parks Commission and Harbormasters Departments prior to submission to the City Clerk.
- (d) *"Electronic Amplifier"* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 A.M. except for Sundays when electronic amplifiers, loud speakers or bullhorns will be used for public address announcements or music before 9:00 AM. This shall be deemed a requirement for all permitted events regardless of type or location.
- (e) *"Road Closure"* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents ten (10) days in advance that neighborhood roads will be closed if no alternate route is available to those residents.

- (f) *"Insurance"* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an insured. The policy shall be no less than two million dollars (\$2,000,000.00).
- (g) *"Event termination"* If in the judgment of the City Marshal, Fire Chief or Department of Public Services (DPS) Director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the Harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.
- (h) *"Event and traffic Security"* The City Marshal, Fire Chief, DPS Director or in the case of a triathlon, the Harbormaster can require special duty personnel to oversee the safety and security of the event. All special duty assignments will be paid by the event organizers.
- (i) *"Clean-up"* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

13-101 Enforcement

- (a) *"Regulations"* Consistent with this ordinance, the city shall promulgate regulations to enforce and otherwise implement the provisions of this ordinance upon passage by the City Council. Any event previously approved by City Council shall be deemed permitted.
- (b) *"Warning"* In the circumstance that this ordinance is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the City Clerk and City Council and may be used as a factor in future application approvals and denials.
- (c) *"Noncriminal Disposition"* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in Subsection 1-17 of Chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in 13-101(d)
- (d) *"Violation"* The non-criminal violation shall be \$100.00 for the first offense and \$250.00 for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the City Clerk and City Council and shall be used as a factor in future application approvals and denials.

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

Signed: _____

Date: _____

6/9/15

February 18, 2015

Newburyport City Council
City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

Dear Council President O'Brien and members of the Newburyport City Council:

The Greater Newburyport Chamber of Commerce & Industry kindly requests the use of the streets in the downtown for the following Chamber of Commerce sponsored festivals/events:

- Newburyport Spring Fest, Sunday and Monday, May 24 & 25, 2015
- Tour d'Elegance, Saturday, July 25, 2015
- Cruisin the 50's, Thursday, August 13, 2015 (rain date August 20)
- Riverfront Music Festival, Saturday, August 29, 2015
- Taste of the Port, Saturday, September 19, 2015
- Fall Harvest Festival, Sunday and Monday, October 11 & 12, 2015
- Witches Night Out, Friday, October 16, 2015
- Pumpkin Lighting, Saturday, October 17, 2015
- Santa Parade and Tree Lighting, Sunday, November 29, 2015
- Invitation Nights, Fridays, December 4, 11 and 18, 2015
- Santa's Workshop, Saturdays and Sundays, December 5, 6, 12, 13, 19, and 20, 2015

Approximate times for each event are listed below.



GREAT-1

OP ID: AC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/20/2015

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 65 Parker Street Newburyport, MA 01950 James J Howlett III		CONTACT NAME: Marcos W. Shaner PHONE (A/C, No, Ext): 978-462-4434 FAX (A/C, No): 978-465-6204 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Guard Insurance Group	
		INSURER B: Hanover Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EBL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ZDN9125945	06/06/2014	06/06/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	GRWC539689	04/23/2014	04/23/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Certificate Holder is recognized as Additional Insured for General Liability.

CERTIFICATE HOLDER
CANCELLATION

City of Newburyport 60 Pleasant Street Newburyport, MA 01950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>James J Howlett III</i>
--	---

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NEWBURYPORT SPECIAL EVENT APPLICATION

SPECIAL EVENTS

Tel. (978)-465-4407

Fax. (978)-462-7936

RECEIVED
CLERK'S OFFICE
NEWBURYPORT, MA

(For Parades, Road Races and Walkathons Only - Please complete reverse side of this application)

NAME OF EVENT: Slow Bike Race

1. Date: July 29 2015 Time: from 5:30 pm to 7:30 pm
Rain Date: n/a Time: from _____ to _____

2. Location: Pleasant St. between Green and Titcomb Streets

3. Description of Property: Pleasant Street and Brown Square Public ☒ Private _____

4. Name of Organizer: Coastal Trails Coalition City Sponsored Event: Yes _____ No ☒

Contact: Cynthia "Cyd" Raschke Person: _____

Address: 207 High St. Telephone: _____

E-Mail: cyd.natr@comcast.net Cell Phone: 978 807 4709

Day of Event Contact & Phone: (Same)

5. Number of Attendees Expected: 30 participants, 200 spectators

6. MA Tax Number: 04-3395856

7. Is the Event Being Advertised? yes Where? Yankee Homecoming Program Book

8. What Age Group is the Event Targeted to? Adults but children are welcome with adult supervision.

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

* We notify by letter the residents & businesses on the block 1 week ahead.

ACTIVITIES: (Please check where applicable.) Subject to Licenses & Permits from Relevant City Departments - None -

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

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

Performers _____ Dancing _____ Amplified Sound _____ Stage _____

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

Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

D. Clean Up: # of additional trash receptacles required _____ # of additional recycling receptacles required _____

E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

_____ Standard # _____ ADA accessible

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____ ROAD RACE ☒ WALKATHON _____

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon: Coastal Trails Coalition
2. Name, Address & Daytime Phone Number of Organizer: Cyd Raschke
207 High St
978 807 4709
3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up (same)
4. Date of Event: July 29 2015 Expected Number of Participants: 40
5. Start Time: 5:30 Expected End Time: 7:30
6. Road Race, Parade or Walkathon Route: (List street names & attach map of route):
Pleasant St. between Green and Titcomb Streets
(one block)
7. Locations of Water Stops (if any): _____
8. Will Detours for Motor Vehicles Be Required? Yes If so, where? Pleasant Street
at Titcomb
9. Formation Location & Time for Participants: 5:30 pm Brown Square
10. Dismissal Location & Time for Participants: 7:30 pm Brown Square
11. Additional Parade Information:
 - Number of Floats: _____
 - Locations of Viewing Stations: _____
 - Are Weapons Being Carried: Yes _____ No _____
 - Are Marshalls Being Assigned to Keep Parade Moving: Yes _____ No _____

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE/CROSSING

CITY MARSHAL _____

4 Green St. FIRE CHIEF _____

DEPUTY DIRECTOR _____

1 Perry Way CITY CLERK _____

60 Pleasant St.

DEPARTMENT APPROVAL (For Committee members use only):

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

Approval Required	Date: _____	Signature: _____
_____	1. Special Events:	_____
_____	2. Police:	_____
	Is Police Detail Required:	# of Details Assigned: _____
_____	3. Traffic, Parking & Transportation:	_____
_____	4. ISD/Health:	_____
_____	5. ISD/Building:	_____
_____	6. Electrical:	_____
_____	7. Fire:	_____
	Is Fire Detail Required:	# of Details Assigned: _____
_____	8. Public Works:	_____
_____	9. Recreation Department:	_____
_____	10. License Commission:	_____

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

Limitations

- (a) "Procedure" All road racing, walkathon, bicycle, or swimming events shall, through that event's organizer, board of directors, charity foundation or designee apply for authorization to hold the event through the Office of the City Clerk. The City Clerk upon review of the completed form will place the application on the regular City Council agenda. Upon following the procedures of the Council, as deemed appropriated in the sole judgment of the Council, the application will be considered approved if the Council votes favorably by majority. The event will name one person responsible on the application and shall provide contact information to include name, address and telephone number.
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- (f) *"Insurance"* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an insured. The policy shall be no less than two million dollars (\$2,000,000.00).
- (g) *"Event termination"* If in the judgment of the City Marshal, Fire Chief or Department of Public Services (DPS) Director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the Harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.
- (h) *"Event and traffic Security"* The City Marshal, Fire Chief, DPS Director or in the case of a triathlon, the Harbormaster can require special duty personnel to oversee the safety and security of the event. All special duty assignments will be paid by the event organizers.
- (i) *"Clean-up"* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

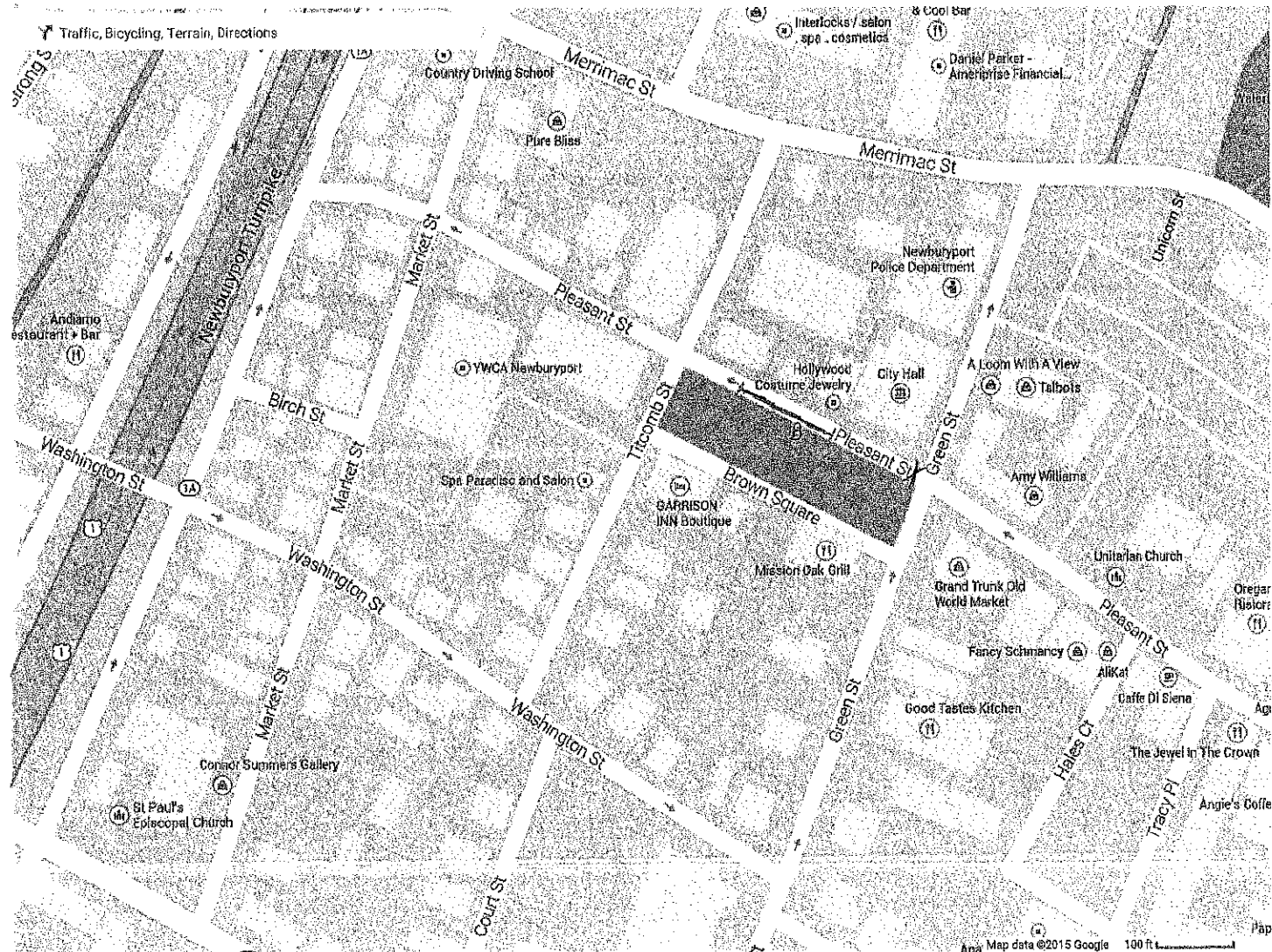
13-101 Enforcement

- (a) *"Regulations"* Consistent with this ordinance, the city shall promulgate regulations to enforce and otherwise implement the provisions of this ordinance upon passage by the City Council. Any event previously approved by City Council shall be deemed permitted.
- (b) *"Warning"* In the circumstance that this ordinance is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the City Clerk and City Council and may be used as a factor in future application approvals and denials.
- (c) *"Noncriminal Disposition"* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in Subsection 1-17 of Chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in 13-101(d)
- (d) *"Violation"* The non-criminal violation shall be \$100.00 for the first offense and \$250.00 for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the City Clerk and City Council and shall be used as a factor in future application approvals and denials.

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

Signed: _____

Date: March 24, 2015



Slow Bike Race

July 29 2015 5:30pm

— Route of race

X Road closure

B Bullhorn

Please note The Coastal Trails Association will obtain the required insurance and Parks Department permit for Brown Square.



Coastal Trails Coalition

www.coastaltrails.org

March 18 2015

Newburyport City Council
City Hall, Pleasant Street
Newburyport MA 01950

Dear City Council:

The Coastal Trails Coalition respectfully asks the Council to consider a repeat request to hold an event on Pleasant Street between Green and Titcomb Streets during Yankee Homecoming week. We propose to once again run the Slow Bike Race on Pleasant Street between City Hall and Brown Square on Wednesday July 29 from 5:30 pm to 7:30 pm. We will also obtain the approval of the Parks Department by applying for a permit for Brown Square. This event is a fundraiser for the Coastal Trails Coalition and Newburyport Rail Trails, and a portion of the proceeds are donated to the City's Parks Department.

We would also like to take this opportunity to thank the City for its support for our successful 2014 event. The format would stay the same: in each heat 4 to 6 bikes ride a short length in the middle of block. We appreciate the supervision of the Police Department for the street closing last year, and will coordinate with them again. For your information, the draft flyer attached contains more details about the event. Please contact Cyd Raschke at 978 462 2733 for further information.

Thank you in advance for your consideration. We look forward to another successful Yankee Homecoming!

Sincerely,

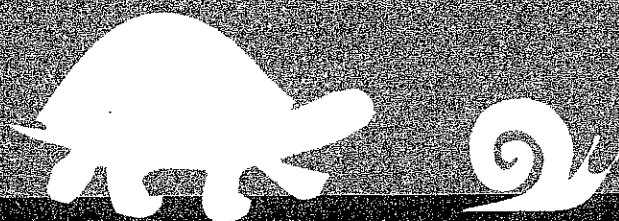
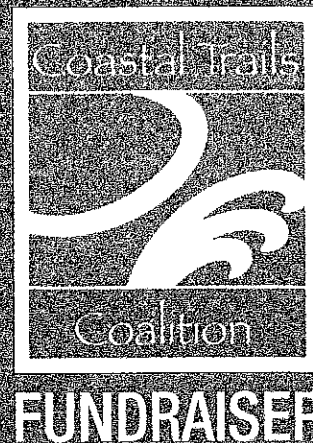
A handwritten signature in black ink, appearing to read "Cyd Raschke".

Cyd Raschke
Event Director, Slow Bike Race
Asst. Clerk, Coastal Trails Coalition

The Coastal Trails Coalition, Inc. (CTC) is an all-volunteer, non-profit organization whose mission is to assist in the development, promotion, and stewardship of the Coastal Trails Network, a 30-mile public system of bicycle and pedestrian trails connecting communities surrounding greater Newburyport.

PO Box 1016, Newburyport, MA 01950

How slow can you go...



Last one across the finish line wins!

SLOW BIKE RACE

Wednesday July 29 - 6:00 pm (registration begins at 5:30 pm)
Brown Square - Pleasant/Green St. Newburyport MA

PRIZES AWARDED

Last Place Winner • Most Donations Raised • Best Attire/Costume

For details and rules visit: coastaltrails.org

To pre-register email info@coastaltrails.org or call 978.462.2733

All donations go to local Rail Trail maintenance - \$25 fee to enter



CERTIFICATE OF LIABILITY INSURANCE

COAST13

OP ID: CA

DATE (MM/DD/YYYY)

05/19/2015

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 65 Parker Street Newburyport, MA 01950 Michael C. Howlett	CONTACT NAME: Michael C. Howlett	
	PHONE (A/C, No, Ext): 978-462-4434	FAX (A/C, No): 978-465-6204
INSURED Coastal Trails Coalition Inc PO Box 1016 Newburyport, MA 01950	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nautilus Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		TBD	07/29/2015	07/30/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					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
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ Incl
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

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

AUTHORIZED REPRESENTATIVE

James J. Howlett

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