



March 20, 2023

Town of Newburyport

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit please contact:

Please notify National Grid's Vincent LoGuidice of the hearing date / time.

If this petition meets with your approval, please return an executed copy to each of the above named Companies.

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845. Phone 978-725-1392.

Very truly yours,

Dave Johnson
Supervisor, Distribution Design

Enclosures

Questions contact – Johnny Butler 978-725-1415

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the City Council
Of Newburyport, Massachusetts

Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Briggs Ave - National Grid to Relocate 1 JO Pole on Briggs Ave beginning at a point approximately 46 feet north from existing Pole # 5 location in order to relocate pole from private property to public way. National Grid requests to relocate Pole # 5 approximately 46' northerly from existing location on private property to public way on Briggs Ave, per request of customer at 17 Briggs Ave.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Briggs Ave – Newburyport – Massachusetts.

No.# 30729877 February 27, 2023

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID *Dave Johnson*

BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council - Newburyport, Massachusetts

Notice having been given and public hearing held, as provided by law,

IT IS HEREBY ORDERED:

that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 27th day of February, 2023.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Briggs Ave – Newburyport – Massachusetts.

February 27, 2023. Filed with this order

There may be attached to said poles by Massachusetts Electric Company d/b/a National Grid and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Briggs Ave - National Grid to Relocate 1 JO Pole on Briggs Ave beginning at a point approximately 46 feet north from existing Pole # 5 location in order to relocate pole from private property to public way. National Grid requests to relocate Pole # 5 approximately 46' northerly from existing location on private property to public way on Briggs Ave, per request of customer at 17 Briggs Ave.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of _____, Massachusetts held on the _____ day of _____ 20__.

Massachusetts City/Town Clerk.
20__

Received and entered in the records of location orders of the City/Town of _____

Book

Page

Attest:

City/Town/C

I hereby certify that on
at

20 , at

a public hearing was held on

Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENG

for permission to erect the poles, wires, and fixtures described in the order below
that we mailed at least seven days before said hearing a written notice of the time
hearing to each of the owners of real estate (as determined by the last preceding
taxation) along the ways or parts of ways upon which the Company is permitted to
poles, wires, and fixtures under said order. And that thereupon said order was duly

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.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and
hearing with notice adopted by the of the City of
Massachusetts, on the day of
records of location orders of the said City, Book , Page
is made under the provisions of Chapter 166 of General Laws and any additions and
amendments thereof.

Attest:

City/Town/C

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council - Newburyport, Massachusetts

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IT IS HEREBY ORDERED:

that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 27th day of February, 2023.

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February 27, 2023. Filed with this order

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Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of _____, Massachusetts held on the _____ day of _____ 20__.

Massachusetts

City/Town Clerk.

20__.

Received and entered in the records of location orders of the City/Town of _____

Book

Page

Attest:

City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and
that we mailed at least seven days before said hearing a written notice of the time and place of said
hearing to each of the owners of real estate (as determined by the last preceding assessment for
taxation) along the ways or parts of ways upon which the Company is permitted to erect
poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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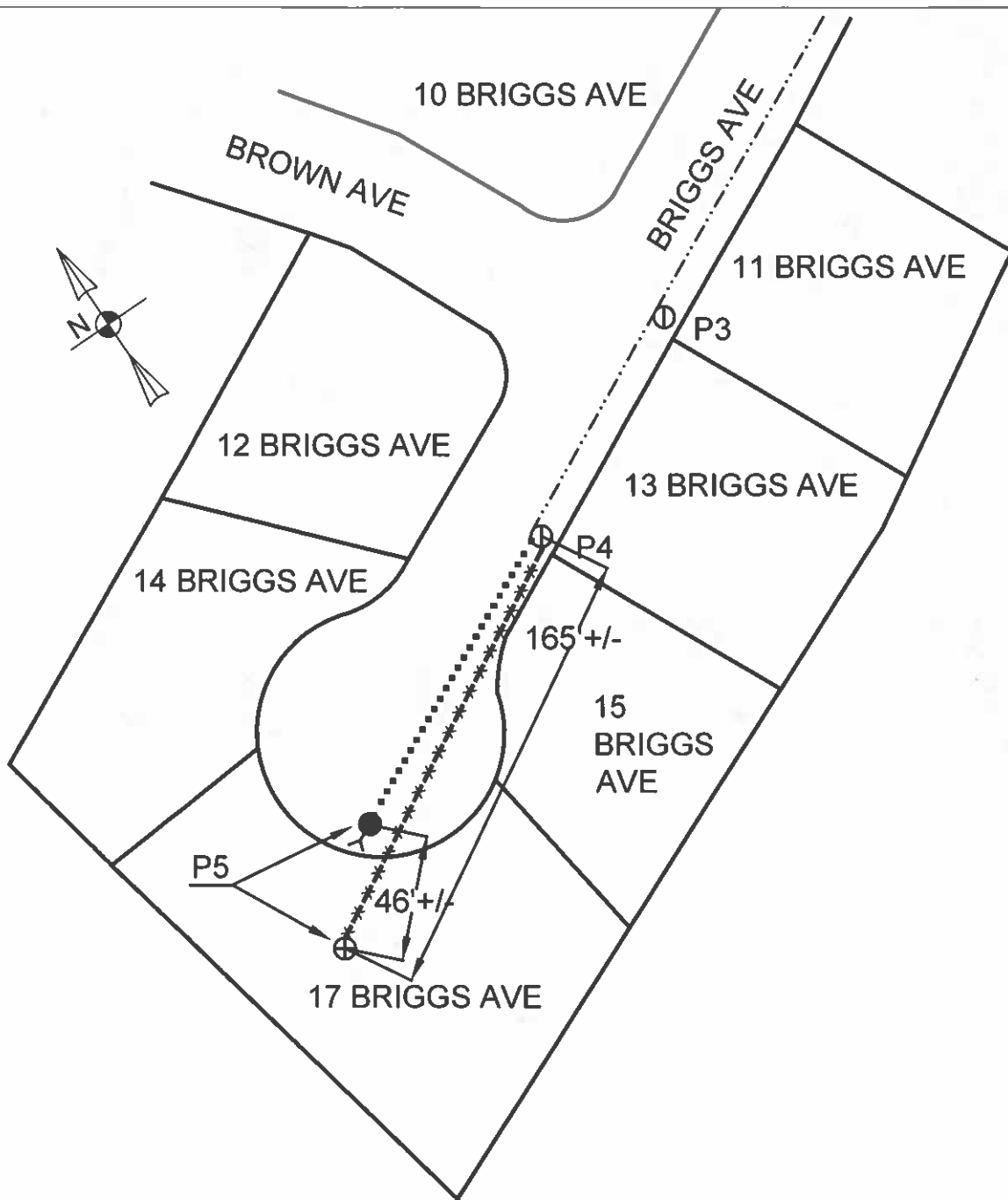
Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of
hearing with notice adopted by the _____ of the City of _____
Massachusetts, on the _____ day of _____ 20____, and recorded with the
records of location orders of the said City, Book _____, Page _____. This certified copy
is made under the provisions of Chapter 166 of General Laws and any additions thereto or
amendments thereof.

Attest:

City/Town Clerk



JOINTLY OWNED POLE PETITION

① J.O. POLE (EXISTING)	● PROPOSED J.O. POLE
⊕ POLE TO BE REMOVED	■■■■ PROPOSED OVERHEAD WIRE
OVERHEAD WIRE - - - TO BE REMOVED	- · - EXISTING OVERHEAD WIRE

Nationalgrid requests to relocate Pole 5 approximately 46' from private property to public way on Briggs Ave, Newburyport per request of customer at 17 Briggs Ave.

DISTANCES ARE APPROXIMATE

nationalgrid

Date: 2/13/23

WORK REQUEST: 30729877

To The: City Of Newburyport

For Proposed: Pole relocation Location: 17 Briggs Ave

Drawn By: S.Steeves

CITY COUNCIL MEETING

AGENDA

April 10, 2023 7:00 pm

City Council Chambers, City Hall

60 Pleasant Street, Newburyport

Pole Hearing 6:45 pm

Zoom details for City Council Meeting:

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

Or One tap mobile:

US: +19292056099,81299990548#

Or Telephone US: +1 929 205 6099

Webinar ID: 812 9999 0548

1. MOMENT OF SILENCE

2. PLEDGE OF ALLEGIANCE

3. CALL TO

4. LATE FILE

- COMM00475_04_10_2023 Shanty moving plan
- COMM00476_04_10_2023 Ad Hoc Market Landing Park Operations Phase
- COMM00477_04_10_2023 Letter from Patricia McGrath re: ODNC00129
- ORDR00441_04_10_2023 CPA Housing Rehab Reappropriation
- ORDR00442_04_10_2023 CPC FY24 Plum Island Beach Public Access Dune Preservation
(Mobi Mats Sand Fencing)

5. PUBLIC COMMENT

6. MAYOR'S COMMENT

7. PRESENTATION Senator Bruce E. Tarr and Representative Dawne Shand

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.

8. APPROVAL OF MINUTES

- March 27, 2023 (Approve)

9. COMMUNICATIONS

- APPL00130_04_04_2023 The Basin Apparel Co. pop-up tents (L&P)
- APPL00131_04_10_2023 GNCCI Spring Fest June 3rd-4th 12-5pm (L&P)
- COMM00474_04_10_2023 Newburyport Public Art Policy (CS)

10. TRANSFERS

11. APPOINTMENTS

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

GENERAL GOVERNMENT

- COMM00467_03_13_2023 Municipal Bldgs Report Sec 5 – 47

LICENSES & PERMITS

- APPL00124_03_13_2023 Town & Country Half Marathon 6/11/2023
- APPL00126_03_13_2023 Artist Shanties in Pop Up Park 5/1-10/22
- APPL00127_03_27_2023 Flag Day 5K Saturday, June 10th 4-8pm
- APPL00128_03_27_2023 GNOCA 5K Sept. 24th 10am-1pm
- APPL00129_03_27_2023 Love Local on Inn St. Thursday, May 18th 6:30-9:30 pm

PUBLIC WORKS & SAFETY

- APPT00388_03_27_2023 Wayne Amaral 2 Woodwell Circle, Amesbury Director DPS 4/1/2026
- APPT00387_03_27_2023 Thomas O'Brien 11 Moseley Ave. Water/Sewer Comm. 3/31/2025
- COMM00465_02_27_2023 Street Paving Plan FY23-FY28 (COTW)
- ODNC00143_03_13_2023 Municipal Fee Schedule Amend Water Sewer Fees

END OF CONSENT AGENDA

REGULAR AGENDA

9. MAYOR'S UPDATE

10. FIRST READING APPOINTMENTS

11. COMMUNICATIONS

- COMM00475_04_10_2023 Late File Shanty moving plan
- COMM00476_04_10_2023 Late File Ad Hoc Market Landing Park Operations Phase
- COMM00477_04_10_2023 Late File Letter from Patricia McGrath re: ODNC00129

12. TRANSFERS

13. SECOND READING APPOINTMENTS

14. ORDERS

- ORDR00440_04_10_2023 64 Federal St. Plummer House Preservation Restriction
- ORDR00441_04_10_2023 Late File CPA Housing Rehab Reappropriation
- ORDR00442_04_10_2023 Late File CPC FY24 Plum Island Beach Public Access Dune Preservation (Mobi Mats Sand Fencing)

15. ORDINANCES

- ODNC00144_03_13_2023 2nd Reading Amend Ch 2-394 Departmental Revolving Funds
- ODNC00132_11_14_2022 2nd Reading Mandated Reporting (*amended*)
- ODNC00145_03_13_2023 2nd Reading Amend Ch 11-5 Rules & Regulations Public Parks & Playgrounds
- ODNC00147_03_13_2023 2nd Reading Amend Municipal Fees 2-J Parks and Recreation
- ODNC00140_02_27_2023 2nd Reading Amend Municipal Fee Schedule Parking Fines
- ODNC00148_04_10_2023 Amend Municipal Fees 2-O Recycling and solid waste
- ODNC00149_04_10_2023 Rules for Charitable Donations

16. COMMITTEE ITEMS

Budget & Finance

In Committee:

- ODNC00129_11_01_2022 Defining Conflict Rule for Dept. Heads (COTW)
- ORDR00336_03_28_2022 ARPA Amesbury 250K (COTW)
- TRAN00150_03_27_2023 Mayor: General Fund-Free Cash \$30,000 to City Hall Main Floor HVAC \$30,000

- ORDR00434_03_27_2023 FY24 CPC Recommendations (COTW)
- ORDR00435_03_27_2023 Buildings Up Grant Acceptance
- ORDR00436_03_27_2023 Katherine Day Gift Acceptance
- ORDR00437_03_27_2023 Morrill Foundation Gift Acceptance

Community Services

In Committee:

General Government

In Committee:

- **COMM00467 03 13 2023** **Municipal Bldgs Report Sec 5 – 47**
- ORDR239_02_8_2021 Council Rule 7 and 10B
- COMM00461_02_27_2023 Brown School Gymnasium Considerations (COTW)
- COMM00464_02_27_2023 Brown School RFI Councillor Zeid Redline (COTW)
- ORDR00428_02_27_2023 Request for Expressions of Interest (RFI) for Brown School Property (COTW)
- COMM00468_03_13_2023 Brown School Proposal (COTW)
- ODNC00146_03_13_2023 Amend Ch 2-34 Responsibilities of Committee on Community Services
- COMM00472_03_27_2023 Ltr. Kathleen O'Connor Ives
- ORDR00438_03_27_2023 Election Cal 2023 EVIP

Licenses & Permits

In Committee:

- **APPL00124 03 13 2023** **Town & Country Half Marathon 6/11/2023**
- **APPL00126 03 13 2023** **Artist Shanties in Pop Up Park 5/1-10/22**
- **APPL00127 03 27 2023** **Flag Day 5K Saturday, June 10th 4-8pm**
- **APPL00128 03 27 2023** **GNOCA 5K Sept. 24th 10am-1pm**
- **APPL00129 03 27 2023** **Love Local on Inn St. Thursday, May 18th 6:30-9:30 pm**
- ODNC047_01_27_2020 General Ordinance - Short Term Rental Units Rules

Planning & Development

In Committee:

- ODNC00135_01_30_2023 Zoning Amendment ITIF Remove Residential Use
- ODNC00141_02_27_2023 Zoning Amendment STRU (COTW)
- COMM00469_03_13_2023 Retail Sale of Marijuana

Public Works & Safety

In Committee:

- **APPT00388 03 27 2023** **Wayne Amaral 2 Woodwell Circle, Amesbury Dir. DPS 4/1/2026**
- **APPT00387 03 27 2023** **Thomas O'Brien 11 Moseley Ave. Water/Sewer Comm. 3/31/2025**
- **COMM00465 02 27 2023** **Street Paving Plan FY23-FY28 (COTW)**
- **ODNC00143 03 13 2023** **Municipal Fee Schedule Amend Water Sewer Fees**
- COMM00412_05_31_2022 Ltr Ann Jaronyk re: Traffic Safety
- COMM00414_05_31_2022 Ltr. Emily Dunn re: Traffic on Merrimac Street
- COMM00456_12_12_2022 Letters re: Curb Cut 4 Wilkinson Dr. & 34 Hale St.
- ODNC00103_01_10_2022 Streets, Sidewalks, and Other Public Places Alterations & Maintenance
- COMM00459_01_30_2023 Ltr. Residents concerned with speeding on Arlington St.
- COMM00462_02_27_2023 Ltr. From Kathleen O'Connor Ives re: drinking water concerns
- COMM00473_03_27_2023 2023 Parklets update

17. GOOD OF THE ORDER

18. ADJOURNMENT

LATE FILE ITEMS



Chris Johnston
President

April 5, 2023

Lisa Wetenkamp
Vice President

Mr. Bruce Vogel
Chairperson, Permits and Licensing Committee
Newburyport City Council
60 Pleasant Street
Newburyport, MA 01950

Henry Perazzelli
Treasurer

Shauna Pieniazek
Clerk

Dear Mr. Vogel and members of the Permit and Licensing Committee,

Board of Directors
Debra DeVecchio
Lois Honegger
Tom Hopp
Kristen Jackman
Michelle Miakos
Louis Rubenfeld

Over the past couple of weeks, I met with Dave Tucker of Harnum Industries out of Salisbury, MA and, separately, Walter Lowell of Newburyport Towing Services. Below is an outline of both conversations:

Harnum Industries

In this conversation, I was supplied with two different solutions:

Staff

John Moynihan
Executive Director

Christine Stover
*Director of Operations
and Administration*

Justin Knowlton
*Associate Artistic
Director*

1. Using a forklift, the Shanties would be loaded onto a "tagalong" trailer and transported to the Pop Up (Shell) Park. The truck and trailer would pull into the NRA West Lot and unload behind the line of cars nearest the payment kiosk. They would then be removed from the trailer and placed in location via the same forklift. It is estimated that the movement process will take a minimum of four hours and should have limited impact within the NRA West Lot.

2. Using a crane truck, the Shanties would be loaded onto a flatbed and then transported over to the NRA West Lot to unload. The crane truck would require that the parking area directly behind the Pop Up (Shell) Park be blocked off for the duration of the move. This would impact the Handicapped Parking spaces in the NRA West Lot.

Newburyport Towing

This option would require removing the two Handicapped Parking signs located in the NRA West Lot along with blocking off those spaces and the first three spaces in the parking line closest to the payment kiosk. While it could be done, this would be the most difficult application.

I appreciate the opportunity to return to the Permits and Licensing Committee with some additional information around the delivery and installation of the Shanties. In my opinion, the most logical option would be using the forklift supplied by Harnum Industries.

Sincerely,
John Moynihan
Firehouse Center for the Arts

Ad Hoc Market Landing Park, Operations Phase

Purpose:

The purpose of the Ad hoc 2.0 is to manage the steps necessary to finalize Market Landing Park construction and a post-construction governance structure.

Goals:

- Assure residents have a seamless experience during park construction
- Clarify difference between Market Landing Park and remaining Newburyport City owned parks
- Create an efficient operational model for the Market Landing Park in which the efforts of City and WFT are not duplicated
- Assure the Market Landing Park is financially sustainable
- Minimize disruption to the parking areas while park is under construction.

Facts:

- Market Landing Park is covered with an Article 97 protection
- Sasaki, landscape park designer chosen by the Ad Hoc Market Landing Committee, has completed the park design and delineated the design in phases to support a financially feasible park construction process.
- Newburyport City Council approved a \$3 million dollar CPA bond to support Phase 1 construction of the park.

Ad Hoc goals for 2023

1. Review Waterfront Trust documents
 - a. Review Ad Hoc Resolution from 2018 and subsequent Home Rule petition.
 - b. Explore the process for changing the Trust documents
 - c. Explore what changes may be palatable for all stakeholders
2. Explore governance structure
 - a. Explore what land ownership can/should look like between City/Trust
 - b. Explore relationship between Trust and City for operations, maintenance, and decision-making (e.g. events).
3. Park Finances and operations
 - a. Pro Forma for park finances
 - i. Review current waterfront finances (e.g. parking, events, etc.)
 - ii. Review current agreements (e.g. short-term maintenance agreements)
 - iii. Naming rights for park structures, seating areas and vegetation
4. Temporary operations/finances during anticipated construction and future phases
5. Next Phase Park Construction
 - a. Oversee the completion of the Designs of Phase 2 and Phase 3
 - b. Make recommendations to full council for approvals of designs.
6. Submit written final report outlining findings and recommendations to the city council by November 2023

Membership:

5 City Councillors (voting members)

- Councillor Shand
- Councillor Zeid
- Councillor McCauley
- Councillor Preston
- Councillor Carmeron

Planning Director Port

Finance Director Manning

Parking Clerk Jones

2 Members of the Waterfront Trust

Settlor Representative

Mayor (or designee)

Newburyport Parks Manager, Mike Hennessey

March 30, 2023

Honorable Mayor and City Council members:

I am writing to you as a very long-time citizen of Newburyport.

There is a very old adage that states: "If it isn't broken, don't fix it." Granted, "the city", whether it is determined to be the responsibility of the Department Head, Mayor or City Council, has the responsibility to look into alleged corruption and keep its citizens abreast of any wrongdoing via open meeting laws. One would also assume that the City Solicitor, Unions, etc. would have the responsibility to provide guidance to go forward in any litigious matters should they so deem. As we all know, legal processes go forward always giving all parties legal rights and judgements based upon law, facts, and past practice. Specifically, my particular concerns lay with the proposed City ordinance, ODNC 129, which Defines the Conflict Rule for Department Heads (COTW): "Department Heads are prohibited from serving on board of directors or in any position of any Assoc, External organization (profit or non-profit organization that participates in fundraising activities in support of City departments." This seems inconsistent with the operational principles of the City of Newburyport, which puts forth its first financial policy and objectives as "...operational principles that minimize the cost of government consistent with services desired by the public..."

So, in fact, our schools receive thousands of dollars through fundraising. It is my understanding that such fundraising has gone forward with the historical participation of City Department Heads -- acting or otherwise. Has this practice resulted in an adverse affect on our school children, our citizenry or our educational system? It appears not. Is this also the historical case with our libraries? In the case of the relationship of at least two Council on Aging (COA) Directors (one present and one past Director), both have been lauded for their contributions to the City and its senior citizen constituency for addressing needs such as food insecurity, tax assistance, medical needs, insurance, etc. Both Directors have been strong advocates in making supplemental funds available through a Friends group by describing such needs, maintaining privacy, and helping to bring joy when joy is difficult to muster. Senior citizens constitute a healthy voting bloc of Newburyport residents, so much so that

810f3

they have partnered with a Department Head and with our younger community, with a Friends group, and with our elected and appointed officials, all very concerned and circumspect. They have all enabled the establishment of a now renowned Senior / Community Center that brings people together and instills pride across our entire community.

All of our City's accomplishments -- be they in our schools, libraries or the Council on Aging -- are supported by and achieved through partnerships that city officials and residents alike point to with justifiable pride.

I ask that you consider the meaning of ex officio service on a board. For example, in the case of the Council on Aging, current and former Directors' board participation has been ex officio, meaning that by long-standing accepted definition they have no voting privileges and cannot participate in executive sessions. In the case of the COA, the Director provides the Friends group with informed insights and perspectives on particular needs with which the Friends group may elect to assist. Friends board members are volunteers who gather to support an organization in a time-limited, part-time capacity. While a department head/ex officio member may make general needs known -- for financial consideration for example -- privacy is maintained.

Additionally, the COA Friends group can work not only within the context of its bylaws to raise funds, but also to work to put forward the mission of COA Friends fundraising. A recent activity at the Senior / Community Center was the Spring Fling that brought well over a hundred people into the Center through the partnership between COA leadership and staff, Friends, and numerous volunteers. Its goal was to educate, inform and entertain, providing for a period of joy, for relaxing with old and new-found friends while learning about climate change and Center activities. Through the kindness and collaboration of the local HUB, the entire community has been able to benefit and appreciate the value of COA leadership and of the Center itself. The whole community benefits from the collaboration between the Council on Aging leadership and participants, many, many volunteers, and the Friends group.

Would the ordinances proposed by the City Council stifle the opportunity for such collaborative

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activities? In this case, attendees or presenters may choose to not only participate, but also to donate time, money or in-kind goods / services to the COA or to the Friends in order to further the efforts of the Department.

Participation is accomplished in other ways. The COA Friends group recently celebrated its anniversary in spite of COVID-19 restrictions via a public, Zoom-based Annual Meeting. During the Zoom meeting, numerous City officials, including Mayors and City Councilors (past or present) reminded Newburyport citizenry of their pride in being part of a monumental participatory effort to help our city grow for seniors and all citizens who utilize the Senior / Community Center. These were and continue to be positive collaborative efforts for our community.

In my recent memory, in every year, the Mayor or a City Councilor has participated in the COA Friends group Annual Meeting along with the Council on Aging Director to describe what has been accomplished, to address the needs of their ever-growing senior population, and to listen to goals designed to address additional needs. Such cooperation and collaboration has a long standing history in Newburyport. This is for good and not to the exclusion of very welcomed constructive input, feedback or criticism be it through those in the city whose jobs involve providing oversight for such matters or through such government agencies as the IRS or Commonwealth departments. Everything referenced above has been communicated publicly via newsletters, media coverage, Zoom or in-person Annual Meetings, and direct mail.

I would ask each of you to remember that our institutions will long outlive all of us and hopefully we all will leave a legacy of positive collaboration. Good efforts thrive through productive partnerships and the collaboration of many. In common parlance, I ask you to not "throw out the baby with the bath water", and to reject ODNC 129 as a City Ordinance, and to continue the "board" participation of City Department Heads with Friends groups as ex officio members.

Sincerely, a concerned citizen

Patricia McGrath
Patricia McGrath
Ward 3

CITY OF NEWBURYPORT



ORDERED:

IN CITY COUNCIL

April 10, 2023

WHEREAS, the City Council, at the recommendation of the Community Preservation Committee (CPC), appropriated \$30,000 for the Newburyport Housing Rehabilitation Program as part of the FY2016 project funding round; and

WHEREAS, the funds have been not been expended and, as such, the CPC recommends reappropriating for another use; and

WHEREAS, the appropriation was originally made to meet the annual 10 percent minimum commitment for community housing and, as such, must remain within the same category;

NOW, THEREFORE, BE IT ORDERED THAT, the City Council hereby rescinds the prior \$30,000 appropriation and reappropriates said funds to the community housing reserve fund.

Councillor Sharif I. Zeid

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 10, 2023

That the City Council appropriate from the Community Preservation Act FY 2024 Community Preservation Fund Balance, in accordance with the provisions of M.G.L. Chapter 44B, additional funding for the following FY2024 project, based upon the Community Preservation Committee's recommendation. The source of funds shall be FY2024 Community Preservation Fund Balance. Said appropriation shall be considered a separate appropriation or reservation in the amount indicated [below]:

	Project Title	Applicant	Request	Recommendation
	Plum Island Beach - Public Access & Dune Preservation (Mobi Mats & Sand Fencing)	City of Newburyport (c/o Office of Planning & Development)	\$12,000	\$12,000

Councillor Sharif I. Zeid

NEWBURYPORT COMMUNITY PRESERVATION COMMITTEE
Supplemental Recommendation for FY24 Appropriations
Plum Island Beach - Public Access & Dune Preservation (Mobi Mats & Sand Fencing)
Emergency CPA Application

The Newburyport Community Preservation Committee recommends that the City Council appropriate from the Community Preservation Fund Balance funding for the following FY2024 project:

Plum Island Beach - Public Access & Dune Preservation (Mobi Mats & Sand Fencing)
Emergency CPA Application

The CPC recommends the appropriation of \$12,000 from the FY 2024 Community Preservation Fund Balance to the City of Newburyport (c/o Office of Planning & Development) for the Plum Island Beach - Public Access & Dune Preservation (Mobi Mats & Sand Fencing) Project with the condition that public access signs be posted at all entry points where mats are placed.

The CPA category for this appropriation is Recreation.

Project Summary:

The United States Army Corp of Engineers (USACE) is completing a major dredge project for the entrance to the Merrimack River between the north and south Jetties. Sand from the dredge project has been placed on Plum Island beach. However, the USACE does not have any role beyond the sand placement. At this time, immediately following completion of the dredge, the applicant would like to install additional “mobi mats” and sand fencing to provide clear delineation of where the public should be permitted to walk and where the extended beach/dunes should be protected. These additional elements will accompany a separate effort (by others) to plant dune grass in this area and reinforce/reestablish vegetated dunes. Time is of the essence, and this project may be viewed as an emergency request, given this week’s completion of the USACE project and the need to timely and effectively define safe and approved pedestrian paths (*in contrast to areas where pedestrians are not permitted and in which safe access cannot be provided*). This is similar to a recent CPC request to create a new path at the new Colby Farm open space, but with greater overall urgency. Failure to undertake this work now could compromise safe and effective public access to the beach in this new/re-established section. By defining safe and approved walkways and minimizing unnecessary pedestrian impacts to the beach and dunes (*i.e. otherwise a faster rate of erosion*) this project will also help to ensure long-term public access to the recreational amenity this beach provides.

Respectfully submitted by:

Community Preservation Committee Members

Michael Dissette, Chair
Mark Rosen
Tom O’Brien
Jamie Gagnon
Charles Griffin

Jane Healey, Vice Chair
Joe Teixeira
Don Walters
Joe Morgan

CONSENT AGENDA

CITY COUNCIL MEETING

MINUTES

**March 13, 2023 7:00 pm
City Council Chambers, City Hall
60 Pleasant Street, Newburyport**

Zoom details for City Council Meeting:
<https://us02web.zoom.us/j/81299990548>
Or One tap mobile:
US: +19292056099,81299990548#
Or Telephone US: +1 929 205 6099
Webinar ID: 812 9999 0548

1. MOMENT OF SILENCE

2. PLEDGE OF ALLEGIANCE

3. CALL TO

7:00 pm City Clerk Richard B. Jones called the role, the following City Councillors answered present: Donahue, Khan, Lane, McCauley, Vogel, Wallace, Wright, Zeid, and Shand. 10 present, 1 absent (CP).

4. LATE FILE

- COMM00470_03_13_2023 Planning Board Report on proposed Ordinance changes
- COMM00471_03_13_2013 Resident letter: Pickleball Atkinson Common

Motion to waive the rules and accept the Late Files by Councillor Zeid, seconded by Councillor Cameron. Roll call vote 10 yes, 1 absent (CP). Motion passes.

Councillor Preston present (remote) at 7:07 pm.

5. PUBLIC COMMENT

Rick Taintor	10 Dexter St.
Dominick Garibaldi	14 67 th St.
Rev. Rebecca Bryan	Pleasant St.
Brian Belts	14 67 th St.
Elizabeth Arthurs	3 Zabriskie
David Detmold	
Dawn Brandmark	36 Hale St.
Kathleen O'Connor Ives	2 Prince Pl.
Linda Lu Burciaga	18 Hoyt's Ln.
Lynn Schow	75 High St.
Josh Baumfeld	75 High St.
Al Jason	4 Warren St.
Matt Kane	63 Curzon Mill Rd.
Philip Cooley	22 Phillip Dr.

6. MAYOR'S COMMENT

CONSENT AGENDA

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

7. APPROVAL OF MINUTES

- February 27, 2023

(Approve)

8. COMMUNICATIONS

- APPL00123_03_13_2023 RL Currie 2nd Hand Motor Vehicle License (L&P)
- APPL00124_03_13_2023 Town & Country Half Marathon 6/11/2023 (L&P)
- APPL00125_03_13_2023 Wright Wedding Plum Island 9/30/2023 (L&P)
- APPL00126_03_13_2023 Artist Shanties in Pop Up Park 5/1-10/22 (L&P)
- COMM00466_03_13_2023 NCOD HP Violation Data and Info Sheet (PW&S)
- COMM00467_03_13_2023 Municipal Bldgs Report Sec 5 – 47 (GG)
- COMM00468_03_13_2023 Brown School Proposal (GG/COTW)

9. TRANSFERS

- TRAN00149_03_13_2023 Mayor: PRK Sal Parks Dir \$32,500 to HR Unemployment Claims \$20K, (B&F)
HR Job Advertising \$3K, PRK Maint-Equip \$7K, PRK Restroom Rentals \$2,500

10. APPOINTMENTS

- APPT00385_03_13_2023 Ilene Harnch-Grady 10 Cushing Ave. Human Rights Comm. 4/30/2026
- APPT00386_03_13_2023 Anita Greenwood 151 High St. Parks Comm. 3/30/2028 (CS)

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

Ad Hoc Committee on Market Landing Park and COTW

In Committee:

- ORDR00389_11_01_2022 Naming Rights Market Landing Park

BUDGET & FINANCE

- COMM00463_02_27_2023 NYS Facility Funding Discussion (COTW)
- ORDR00425_02_27_2023 Exchange Club Gift Acceptance
- ORDR00426_02_27_2023 Police Cruiser Equipment Lease
- ORDR00427_02_27_2023 NYSA Gift Acceptance

COMMUNITY SERVICES

- ODNC00139_02_27_2023 Amend Municipal Fee Schedule Food Truck
- ORDR00418_01_30_2023 Resolution Purple Heart City

GENERAL GOVERNMENT

- ORDR00415_01_30_2023 Brown School Ad Hoc Update
- ORDR00429_02_27_2023 Amended City Council Rules 2023 (COTW)
- ORDR00423_02_27_2023 Resolution in Support of Changing the State Flag & Seal of Massachusetts

LICENSES & PERMITS

- APPL00121_02_27_2023 IPA5K Road Races 4/16/23, 7/16/23, & 10/1/23
- APPL00122_02_27_2023 2nd Hand Vehicle License-Newburyport Sunoco

PLANNING & DEVELOPMENT

- ODNC00136_01_30_2023 General Code Amendment Planning Board Membership (COTW)
- ODNC00137_01_30_2023 Zoning Amendment Planning Board Membership (COTW)
- COMM00445_11_14_2022 59 Low Street Plan (COTW)

PUBLIC WORKS & SAFETY

- APPT00384_02_27_2023 Jon-Eric White Temporary DPS Director
- ODNC00138_02_27_2023 Amend Municipal Fee Schedule - Inn Permit

END OF CONSENT AGENDA

APPL00125 and APPL00126_03_13_2023 removed from the Consent Agenda at the request of Councillor Wright. Motion to approve the Consent Agenda by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

REGULAR AGENDA

9. MAYOR'S UPDATE

Motion to receive and file by Councillor Zeid, seconded by Councillor Donahue.

10. FIRST READING APPOINTMENTS

11. COMMUNICATIONS

- COMM00469_03_13_2023 Retail Sale of Marijuana
Motion to refer to Planning & Development by Councillor Donahue, second by Councillor Vogel. Motion to amend to receive and file by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 3 yes (JM, CW, SZ), 8 no (JD, AK, BL, CP, BV, MW, EC, HS). Motion fails. Motion to refer to P&D on floor. Roll call vote. 8 yes (JD, AK, BL, CP, BV, MW, EC, HS), 3 no (JM, CW, SZ). Motion passes.
- COMM00470_03_13_2023 Planning Board Report on proposed Ordinance changes
Motion to receive and file by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.
- COMM00471_03_13_2013 Resident letter: Pickleball Atkinson Common
Motion to refer to Community Services by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.
- APPL00125_03_13_2023 Wright Wedding Plum Island 9/30/2023
Councillor Wright recused. Motion to refer to Licenses & Permits by Councillor Zeid, seconded by Councillor Lane. Roll call vote. 10 yes, 1 recused (MW). Motion passes.
- APPL00126_03_13_2023 Artist Shanties in Pop Up Park 5/1-10/22
Motion to receive and file by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 3 yes (BL, JM, SZ), 8 no. Motion fails. Motion to refer to Licenses & Permits by Councillor Vogel, seconded Khan. Roll call vote. 8 yes, 3 no (BL, JM, SZ). Motion passes.

12. TRANSFERS

13. SECOND READING APPOINTMENTS

14. ORDERS

- ORDR00431_03_13_2023 Park Comm Bench Policy
Motion to collectively refer ORDR00431 to Community Services, and to refer ORDR00432 and ORDR00433 to Public Works & Safety by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.
- ORDR00432_03_13_2023 Crosswalk Federal and Water Street
Motion to collectively refer ORDR00431 to Community Services, and to refer ORDR00432 and ORDR00433 to Public Works & Safety by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.
- ORDR00433_03_13_2023 Street Layout cnr of Federal and Water Street
Motion to collectively refer ORDR00431 to Community Services, and to refer ORDR00432 and ORDR00433 to Public Works & Safety by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.

15. ORDINANCES

- **ODNC00143_03_13_2023** **Municipal Fee Schedule Amend Water Sewer Fees**
Change sponsor to Councillor Wallace noted.
Motion to collectively refer ODNC00143 to Public Works & Services, ODNC00144 to Budget & Finance, ODNC00145 to Community Services, ODNC00146 to General Government, and ODNC00147 to Community Services by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent (BL). Motion passes.
- **ODNC00144_03_13_2023** **Amend Ch 2-394 Departmental Revolving Funds**
Motion to collectively refer ODNC00143 to Public Works & Services, ODNC00144 to Budget & Finance, ODNC00145 to Community Services, ODNC00146 to General Government, and ODNC00147 to Community Services by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent (BL). Motion passes.
- **ODNC00145_03_13_2023** **Amend Ch 11-5 Rules and Regulations Public Parks & Playgrounds**
Motion to collectively refer ODNC00143 to Public Works & Services, ODNC00144 to Budget & Finance, ODNC00145 to Community Services, ODNC00146 to General Government, and ODNC00147 to Community Services by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent (BL). Motion passes.
- **ODNC00146_03_13_2023** **Amend Ch 2-34 Responsibilities of Committee on Community Services**
Motion to collectively refer ODNC00143 to Public Works & Services, ODNC00144 to Budget & Finance, ODNC00145 to Community Services, ODNC00146 to General Government, and ODNC00147 to Community Services by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent (BL). Motion passes.
- **ODNC00147_03_13_2023** **Amend Municipal Fees 2-J Parks and Recreation**
Motion to collectively refer ODNC00143 to Public Works & Services, ODNC00144 to Budget & Finance, ODNC00145 to Community Services, ODNC00146 to General Government, and ODNC00147 to Community Services by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent (BL). Motion passes.

16. COMMITTEE ITEMS

Ad Hoc Committee on Market Landing Park and COTW

In Committee:

- **ORDR00389 11 01 2022** **Naming Rights Market Landing Park**
Motion to receive and file by Councillor Shand, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.

Budget & Finance

In Committee:

- **COMM00463 02 27 2023** **NYS Facility Funding Discussion (COTW)**
Motion to receive and file by Councillor Zeid, seconded by Councillor McCauley. Motion to move the question by Councillor Lane, seconded by Councillor Vogel. Roll call vote. 10 yes, 1 no (JD). Motion passes. Motion to r&f on floor. Roll call vote. 10 yes, 1 no (JD). Motion passes.
- **ORDR00425 02 27 2023** **Exchange Club Gift Acceptance**
Motion to approve by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.
- **ORDR00426 02 27 2023** **Police Cruiser Equipment Lease**
Motion to approve by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.
- **ORDR00427 02 27 2023** **NYSA Gift Acceptance**
Motion to approve by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.
- **ORDR00336_03_28_2022** **ARPA Amesbury 250K (COTW)**
- **ODNC00129_11_01_2022** **Defining Conflict Rule for Dept. Heads (COTW)**
- **ODNC00130_11_01_2022** **Grants, Gifts, and Fees (COTW)**
- **ODNC00132_11_14_2022** **Mandated Reporting**

Community Services

In Committee:

- **ODNC00139 02 27 2023** **Amend Municipal Fee Schedule Food Truck**
Motion to approve on 1st reading by Councillor McCauley, seconded by Councillor Wright. Roll call vote. 9 yes, 1 no (SZ), 1 absent. Motion passes.

- **ORDR00418 01 30 2023** **Resolution Purple Heart City**
Motion to approve on 1st reading by Councillor McCauley, seconded by Councillor Wright. Roll call vote. 10 yes, 1 no (SZ). Motion passes.
- **ORDR00422_02_13_2023** Newburyport Commission on Disabilities Bylaws

General Government

In Committee:

- **ORDR00415 01 30 2023** **Brown School Ad Hoc Update**
Motion to receive and file by Councilor Shand, seconded by Councillor Vogel. Roll call vote. 11 yes. Motion passes.
- **ORDR00429 02 27 2023** **Amended City Council Rules 2023 (COTW)**
Motion to approve by Councillor Shand, seconded by Councillor Vogel. Roll call vote. 11 yes Motion passes.
- **ORDR00423 02 27 2023** **Resolution in Support of Changing the State Flag & Seal of Massachusetts**
Motion to approve by Councillor Shand, seconded by Councillor Vogel. Roll call vote. 7 yes, 3 no (BL, JM, MW), 1 present (SZ). Motion passes.
- **ORDR239_02_8_2021** Council Rule 7 and 10B
- **COMM00461_02_27_2023** Brown School Gymnasium Considerations (COTW)
- **COMM00464_02_27_2023** Brown School RFI Councillor Zeid Redline (COTW)
- **ORDR00428_02_27_2023** Request for Expressions of Interest (RFI) for Brown School Property (COTW)

Licenses & Permits

In Committee:

- **APPL00121 02 27 2023** **IPA5K Road Races 4/16/23, 7/16/23, & 10/1/23**
Motion to approve by Councillor Vogel, seconded by Councillor Lane. 11 yes. Motion passes.
- **APPL00122 02 27 2023** **2nd Hand Vehicle License-Newburyport Sunoco**
- Motion to approve by Councillor Vogel, seconded by Councillor Lane. 11 yes. Motion passes.
- **ODNC047_01_27_2020** General Ordinance - Short Term Rental Units Rules

Planning & Development

In Committee:

- **ODNC00136 01 30 2023** **General Code Amendment Planning Board Membership (COTW)**
Motion to approve on 1st reading by Councillor Cameron, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.
- **ODNC00137 01 30 2023** **Zoning Amendment Planning Board Membership (COTW)**
Motion to approve on 1st reading by Councillor Cameron, seconded by Councillor Zeid. Roll call vote. 11 yes. Motion passes.
- **COMM00445 11 14 2022** **59 Low Street Plan (COTW)**
Motion to receive and file by Councillor Cameron, seconded by Councillor Lane. Roll call vote. 11 yes. Motion passes.
- **ODNC00135_01_30_2023** Zoning Amendment ITIF Remove Residential Use
- **ODNC00141_02_27_2023** Zoning Amendment STRU (COTW)

Public Works & Safety

In Committee:

- **APPT00384 02 27 2023** **Jon-Eric White Temporary DPS Director**
Motion to receive and file by Councillor Wallace, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.
- **ODNC00138 02 27 2023** **Amend Municipal Fee Schedule - Inn Permit**
Motion to approve on 1st Reading by Councillor Wallace, seconded by Councillor Lane. Roll call vote. 9 yes, 1 no (SZ), 1 present (BL). Motion passes.
- **COMM00412_05_31_2022** Ltr Ann Jarocyk re: Traffic Safety
- **COMM00414_05_31_2022** Ltr. Emily Dunn re: Traffic on Merrimac Street
- **COMM00456_12_12_2022** Letters re: Curb Cut 4 Wilkinson Dr. & 34 Hale St.

- ODNC00103_01_10_2022 Streets, Sidewalks, and Other Public Places Alterations & Maintenance
- COMM00459_01_30_2023 Ltr. Residents concerned with speeding on Arlington St.
- APPT00382_02_13_2023 Thomas O'Brien 11 Moseley Ave. Water/Sewer Comm. 3/1/2025
- COMM00462_02_27_2023 Ltr. From Kathleen O'Connor Ives re: drinking water concerns
- COMM00465_02_27_2023 Street Paving Plan FY23-FY28 (COTW)
- ODNC00140_02_27_2023 Amend Municipal Fee Schedule Parking Fines

17. GOOD OF THE ORDER

18. ADJOURNMENT

Motion to adjourn at 9:18 pm by Councillor McCauley, seconded by Councillor Lane. Roll call vote. 11 yes. Motion passes.

COMMUNICATIONS



City of Newburyport

Application Form 2023 Merchant License Occupy Outdoor City Property

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2023 APR -4 A 10:31

****DO NOT USE THIS APPLICATION FORM FOR EVENTS****

Date Submitted: 4/4/2023

Business Name: The Basin Apparel Company, Inc.

Business Contact: Karyn Al Khatib

Business Address: 19 Water Street Phone: 978-255-4060 Email: Karyn@thebasinapparel.com

Property Owner: Newburyport Development

Outdoor Display Quantity: _____ Dimensions: _____ Material: _____

Outdoor Tent or Enclosure Materials Quantity: 2 Dimensions: 10 X 10 Material: nylon with aluminum frame

Proposed Days/Hours of Operation: 7 Days / 9-6 - pop up tents
will be broken down/set up daily

Check all that apply:

- ☐ Applicant requests approval for merchandise display.
- ☒ Applicant requests approval tent/enclosure materials.

Attach the following materials:

- 1) Evidence of liability insurance with minimum coverage in the amount of one million dollars (\$1,000,000) per occurrence, naming the City of Newburyport as co-insured, and in force for the entire approved period of occupancy.
- 2) A clear and legible 8½-inch x 11-inch diagram of the proposed area of occupancy, detailing:
 - a) Perimeter of proposed areas of occupancy, with relevant linear dimensions;
 - b) Public, pedestrian path of travel no less than five feet in width;
 - c) All relevant obstacles such as streetlights, signs, trees, etc.; and
 - d) All tents, enclosures, and displays.
- 3) Written authorization signed by the Applicant's landlord acknowledging and agreeing to the use of the adjacent portion of any public way.

Applications shall be delivered to the Office of the City Clerk by hand, mail, or email:

- 1) Office of the City Clerk
Newburyport City Hall
60 Pleasant Street
Newburyport, MA 01950
(978) 465-4407 ext. 1205
rjones@cityofnewburport.com
- 2) The deadline for applications is the close of business 7:00 pm Thursday, March 10th.

Processing:

- 1) Application fee \$25.00
- 2) Applications will be reviewed by the City Council. For applications to occupy a city park or playground, the City Council shall not consider or act upon such application until the earlier of (i) having received a recommendation by the Parks Commission regarding such application, or (ii) 30 days from the City Clerk's receipt of such complete application.
- 3) The City has no obligation whatsoever to approve any individual application, each of which shall be processed, reviewed, and a determination thereon made by the relevant City officers, boards, and commissions in their reasonable discretion.
- 4) Any condition of approval and submitted plan shall be in force for the entire duration of any validly issued license.
- 5) Any license issued may be revoked at any time by super-majority vote of the City Council, after a public hearing, for any reason, or no reason.

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 or other city property as described herein.



Signature of Business Owner



DATE

City of Newburyport

Outdoor Displays & Enclosures

- 1) A minimum of five-feet of pedestrian clearance must be maintained for public pedestrian access. Tents and all enclosure materials used to create a demarcated area for displaying merchandise may not impede this required pedestrian clearance.
- 2) Tents and all enclosure materials to create a demarcated area for displaying merchandise must maintain a minimum of 5-feet of pedestrian clearance from streetlights, signs, trees, benches, garbage barrels, or other sidewalk obstacles.
- 3) Tents and all enclosure materials used to demarcate an area for displaying merchandise cannot interfere with curb ramps, driveways, fire escapes and/or doorways.
- 4) All enclosure and display materials that are chained, roped, or otherwise tethered together after business hours must be untethered during business hours.
- 5) Placement of tents, enclosure materials, and merchandising displays on city property must conform in all respects to all applicable federal, state, and local laws and regulations, including, without limitation workplace safety rules and other public health regulations.
Please contact the Newburyport Health Department for workplace safety rules specific to your business sector.
- 6) Like any license, permission to place tents, enclosure materials, and merchandising displays on city property is revocable at the discretion of the City of Newburyport.
- 7) Initial licenses, unless revoked, shall remain effective until on or about October 31st and commencing on or about May 1st.

N.B. ODNC098_10_12_2021 is pending in City Council and may amend requirements to this license.



BASINAP-01

TFIFE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2023

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

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

PRODUCER Child-Genovese Ins. Agy. Inc. 99 South Street Hingham, MA 02043	CONTACT NAME: William Genovese		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED The Basin Apparel Company 7 Liberty Street Newburyport, MA 01950	E-MAIL ADDRESS: bgenovese@cgiins.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Northern Security Insurance		25992
	INSURER B : Norfolk & Dedham		23965
	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 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		BP28025452	8/5/2022	8/5/2023	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
EACH OCCURRENCE	\$	1,000,000																										
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PRODUCTS - COMP/OP AGG	\$	2,000,000																										
	\$																											
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BP28025452	8/5/2022	8/5/2023	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
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BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
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B	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	N / A	WE202952A	5/28/2022	5/28/2023	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>100,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>100,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>500,000</td></tr></table>	<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									
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A	Business Property			BP28025452	8/5/2022	8/5/2023	<table border="1"><tr><td>Replacement Cost</td><td></td><td>350,000</td></tr></table>	Replacement Cost		350,000																		
Replacement Cost		350,000																										

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 on the insured liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Newburyport
16 Unicorn 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

NEWBURYPORT DEVELOPMENT

A **NEW ENGLAND DEVELOPMENT** *Company*

54 Inn Street
Newburyport, MA 01950
Phone (978) 465-8571
Fax (978) 465-6653

March 29, 2023

City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

RE: The Basin Apparel

To Whom it May Concern,

As Landlord representative for 19-23 Water Street, the Basin Apparel Company, Inc has our permission to expand into the outdoor space adjacent to the building and or sidewalk in the area of the store.

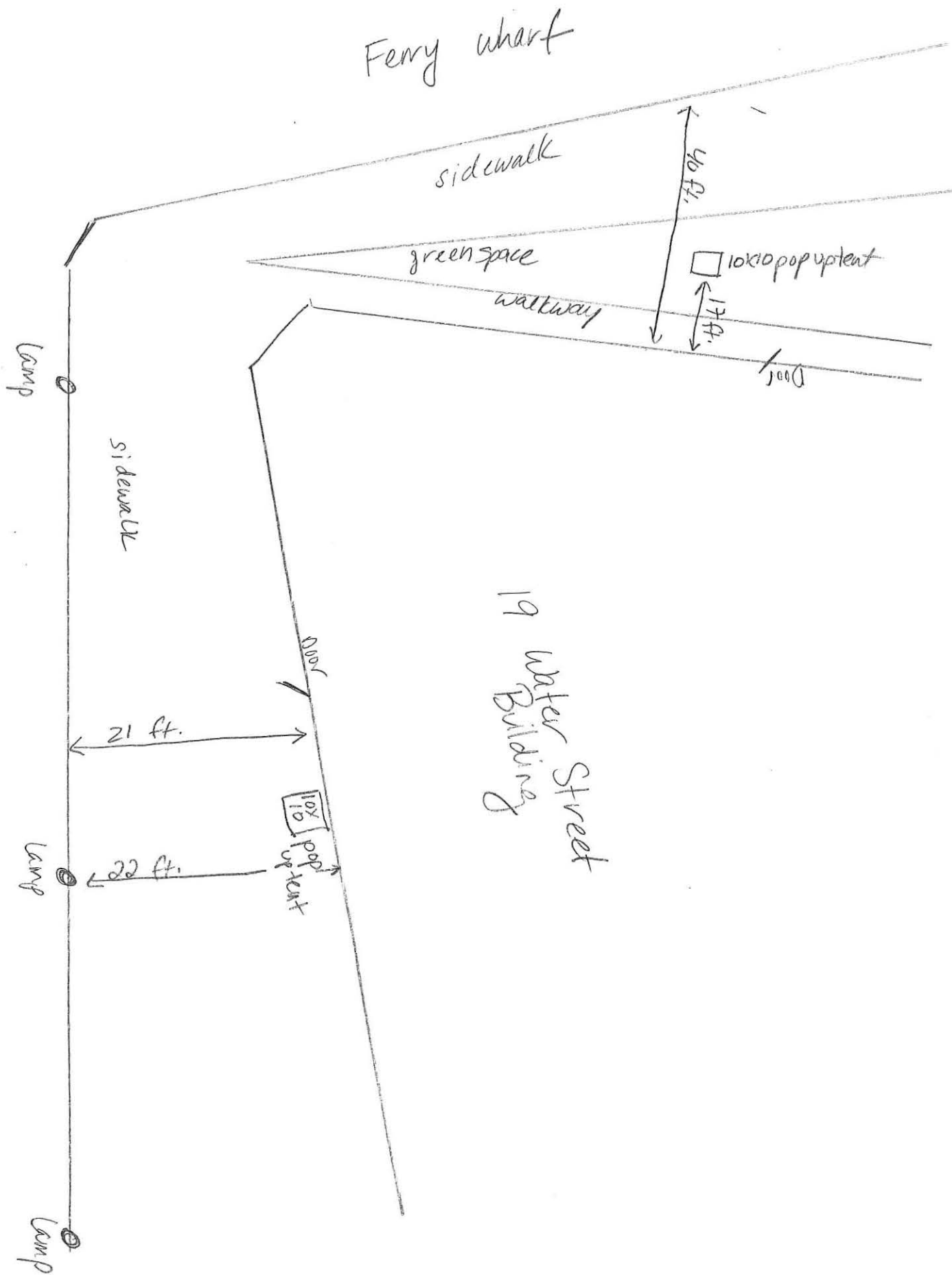
Thank You.

Sincerely,



Ginny Roberts
Leasing Director

Water Street



NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

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

NAME OF EVENT: GNCCI Spring Fest 2023

Date: June 3rd & 4th Time: from 12pm to 5pm both days

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

2. Location*: Water-front Park, Market Sq. Inn St & State St.
 *Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Spring Fest Makers Market Public ☒ Private _____

4. Name of Organizer: Newburyport Chamber of Commerce City Sponsored Event: Yes ☒ No _____
 Contact Person Sarah Motzkin multiple sponsorship opportunities

Address: 38R Merrimac St. NBPT Telephone: 617-771-4431

E-Mail: marketing@newburyportchamber.org Cell Phone: "

Day of Event Contact & Phone: Sarah Motzkin 617-771-4431

5. Number of Attendees Expected: 800-1000

6. MA Tax Number: _____

7. Is the Event Being Advertised? Yes Where? _____

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

9. Have You Notified Neighborhood Groups or Abutters? Yes _____ No _____, Who? _____
Not Yet, will notify as instructed

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

A. Vending*: Food ☒ Beverages ☒ Alcohol ☒ Goods ☒ Total # of Vendors 30-40
 *If checked, signature from Health Director required (Page 3)

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

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____ N/A
 Other _____ Total # _____
 Name of Carnival Operator: _____
 Address: _____
 Telephone: _____

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

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

If yes:

- a) How many trash receptacles will you be providing? TBD around 20 DPS
- b) How many recycling receptacles will you be providing? TBD around 20 DPS
- c) Will you be contracting for disposal of : **Trash** Yes ☒ No ☐ **Recycling** Yes ☒ No ☐
- i. If yes, size of dumpster(s): **Trash** _____ **Recycling** _____ TBD
- ii. Name of disposal company: **Trash** _____ **Recycling** _____
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes _____ No _____
- iv. If no, where will the trash & recycling be disposed ? _____

If no:

- a) # of trash container(s) to be provided by DPS _____
- b) # of recycling container(s) to be provided by Recycling Office _____
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

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

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

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

Newburyport Chamber of Commerce
Markers Market at Waterfront, Market Sq, Inn St & State St.

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

Sarah Matzkin
38 E Mammac St. 617-771-4431
Newburyport MA 01950

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

Sarah Matzkin
38 E Mammac St. 617-771-4431
Newburyport, MA 01950

4. Date of Event: June 3rd & 4th Expected Number of Participants: 800-1000

5. Start Time: 12pm (both days) Expected End Time: 5pm (Both days)

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

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

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

9. Formation Location & Time for Participants: Event will take place

10. Dismissal Location & Time for Participants: at the waterfront park

11. Additional Parade Information: N/A (market sq, Inn St & State St. in side walks)

- Number of Floats:

- Locations of Viewing Stations:

- Are Weapons Being Carried: Yes _____ No _____

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

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

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

DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.

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

Updated April 1, 2022

* Detail Required /

DEPARTMENT APPROVAL (for Committee Member use only):

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

Approval
Required

Date: _____ Signature _____

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

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

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

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

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

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

Signed: _____

Juan Lezgin

Date: _____

3-13-23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2023

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

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

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Select Department PHONE (A/C, No, Ext): 800-333-7234 E-MAIL ADDRESS: selectwork@easterninsurance.com FAX (A/C, No): 781-586-8244																					
INSURED GREANEW-03 Greater Newburyport Chamber of Commerce Newburyport Chamber of Commerce 38 R Merrimac Street Newburyport MA 01950	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>PHILADELPHIA IND INS CO</td><td>18058</td></tr><tr><td>INSURER B :</td><td>Norguard Insurance Company</td><td>31470</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	PHILADELPHIA IND INS CO	18058	INSURER B :	Norguard Insurance Company	31470	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:** 1608845043**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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2431162	8/5/2022	8/5/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2431162	8/5/2022	8/5/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 20,000 BODILY INJURY (Per accident) \$ 40,000 PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	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	GRWC376044	12/13/2022	12/13/2023	<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)

Non-Profit Organization.

Event: Spring Fest 2023 - June 3-4th from 12-5 Daily

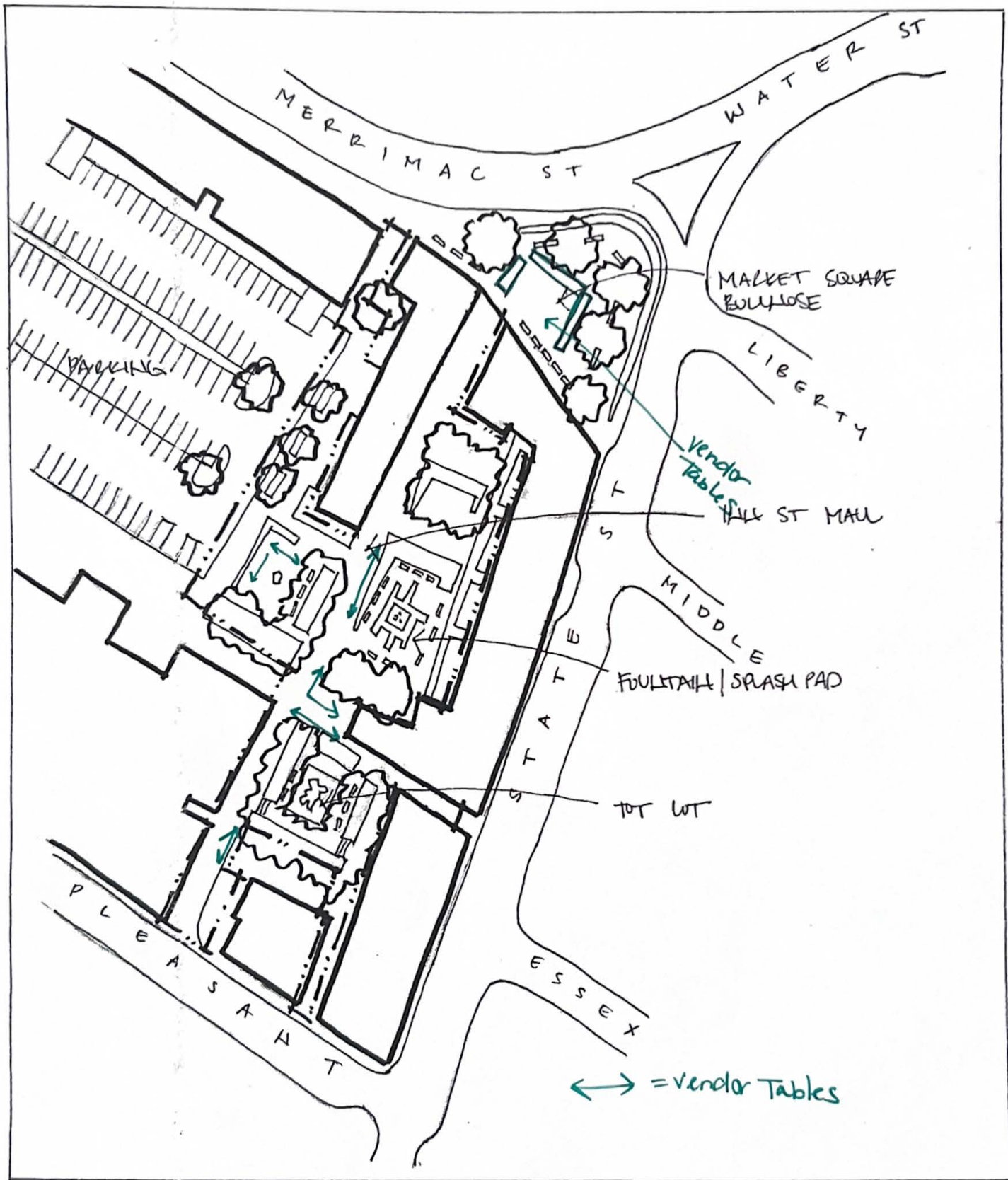
Greater Newburyport Chamber of Commerce; City of Newburyport; Waterfront Trust are additional insured for General Liability.

CERTIFICATE HOLDER**CANCELLATION**City of Newburyport
60 Pleasant St.
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



MARKET SQUARE &
INN STREET

Waterfront Park
Spring Fest 2023
Vendor Placement

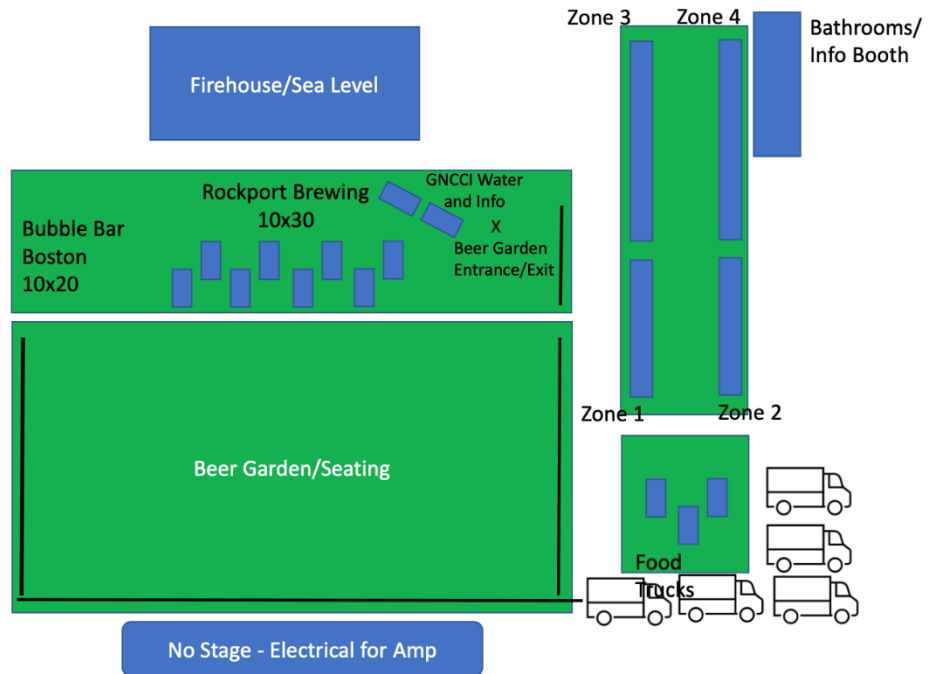
THIS EVENT IS RAIN or SHINE!

SHOW HOURS:
June 3rd & 4th
Saturday & Sunday Hours:
Vendors: 12pm to 5pm

VENDOR SET-UP TIMES:
FRIDAY June 2: 1pm to 5pm
SATURDAY June 3: 7am to 11am
All Vendors must be set-up by or Before
10am on Saturday June 3rd

VENDOR BREAKDOWN TIMES:
Sunday 5pm to 9pm. No later.

Merrimac St. ↑
River ↓



Newburyport Public Art Policy

Presentation to City Council

April 10, 2023



Photo Credit: Bob Watts

Presentation Overview



WHY IS THIS
IMPORTANT?



HOW WILL IT WORK?



QUESTIONS?

Why is this important?

- Currently no clear path toward reviewing and approving public art
- Many requests go to the Parks Commission, who does not have the skill set to review works of art, expressed discomfort in doing so
- Newburyport recognizes the value of public art to its residents and visitors, its an important part of our civic and cultural fabric and an essential building block in enlivening our public spaces
- Opportunity to clearly define our process and encourage public art

How will it work?

The Public Art Team

- Advisory committee to the Mayor that supports commissioning, review, selection, acceptance and care of art in public spaces, raises awareness
- Publicly held meetings and votes, transparency
- 7 members: 2 Cultural Council, 1 Newburyport Art, 1 local artist, 1 Parks Commissioner, 1 City staff, 1 representative from Mayor's office



How will it work?

Acquisition Priorities

- Artistic aims, objectives & goals
- Diversity and accessibility
- Placement/siting
- Fabrication, handling & installation
- Maintenance requirements
- Liability & safety
- Affordability



Photo Credit: Bob Watts

What does it cover?

- All works of art that are commissioned, hosted, or displayed, including both temporary and permanent works, and meet all the following criteria:
 - Funded in whole or in part through City funds or maintained by the City;
 - Sited on City property, building, or right-of-way
 - Consistently accessible to the public.



What doesn't it cover?

- Artwork on display within City offices or City buildings that have restricted public access or regulated access
- Temporary exhibitions of art (gallery displays, booths at art festivals, etc.) displayed on City-owned or -managed property where the owner has or intends to retain ownership or sell it; assume all responsibility associated with the display; remove it after an agreed upon time.
- Public art on private property

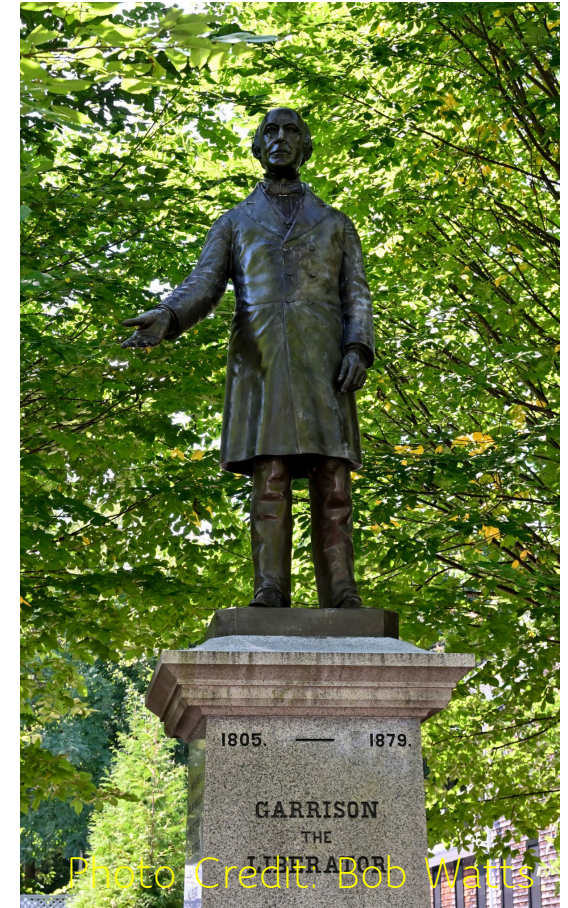


Photo Credit: Bob Walters



Questions?

City of Newburyport

Public Art Policies & Processes

Prepared by the Public Art Policy Advisory
Group of the Mayor's Office

Submitted to the City Council on _____

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I. Introduction

A. Curatorial Vision

The Curatorial Vision for the City of Newburyport is to foster the creation and collection of artworks that reflect the people, ideas, histories, and futures of Newburyport. We aim to commission and approve artworks that engage communities and directly respond to, enrich, and enliven the environment. We seek public art that is driven by an artistically strong vision, enhances the diversity and equity of the existing collection, and possesses durability appropriate to the lifespan of the work.

B. Public Art in Newburyport

Public art is any artwork installed in a publicly accessible space where it can be experienced by everyone for free. It takes a wide range of forms, including murals, sculptures, memorials, architectural or landscape elements, and multi-media installations. The City of Newburyport recognizes the value of public art to its citizens and visitors. It is an important component of our civic and cultural fabric and an essential building block for engaging spaces that enliven the public realm, foster shared community interactions, celebrate our unique stories and collective history, and help create a unique identity for Newburyport. The City has always, and intends to continue to integrate a wide range of artworks reflecting diverse artistic disciplines and points of view into public locations throughout the community. In support of this goal, this document outlines the policies and processes that will facilitate the development of public art throughout the City. It provides a guide for City Departments, Boards and Commissions considering the placement of public art. To successfully implement this policy, City Department Heads should ensure that employees, as well as the Boards and Commissions they staff, are familiar with the procedures herein for proper compliance and execution. An FAQ for Artists (see Appendix A) is a condensed version of this document that is intended to help artists, cultural organizers and other public art proponents who are interested in proposing public art works.

C. The Public Art Team

The Public Art Team (PAT) is an advisory committee to the Mayor that supports the commissioning, review, selection, acceptance, and care of art in public places. They aim to raise public awareness of the impact of public art and its cultural and economic contributions while establishing a diverse collection of public art that engages the community and encourages dialogue around public art. They also aim to identify and promote funding mechanisms to support public art, including grants, donations and specially designated funds. The end result of their efforts will provide a legacy of art and culture for future generations.

The Public Art Team (PAT) holds public meetings as needed to review, discuss, and vote on matters concerning the City's public art collection. Meeting agendas are posted by the City Clerk's office at least 48 hours before the meeting. Constituents and stakeholders are encouraged to attend the PAT's public meetings and make comments on agenda items. Official votes will be conducted during the PAT's public meetings and the results will be recorded by the PAT in the meeting minutes. For a vote to take place, a quorum must be present. For a motion to pass, it must receive a majority of the votes of the Members present.

The PAT has exclusive authority to recommend approval and commissioning of artworks intended to be added to the City's collection or be placed on City property to the Mayor. By centralizing the responsibility of the City's artwork to the PAT, the PAT acts as a transparent, independent entity that holds public

meetings to vote on matters concerning the City's art collection. Members are appointed by their representative groups, and may serve for up to 3 years. The PAT is comprised of 7 members, including 2 members of the Newburyport Cultural Council, 1 member of the Newburyport Art Association, 1 local artist, 1 member of the Parks Commission, 1 City Staff and 1 representative from the Mayor's office.

D. Scope

This policy applies to all works of art that are commissioned, hosted, or displayed, including both temporary and permanent works, and meet all of the following criteria:

- A. Funded in whole or in part through City funds or maintained by the City;
- B. Sited on City property, building, or right-of-way;
- C. Consistently accessible to the public.

E. Limitations

The policy does not extend to:

- A. Artworks on display within City offices or City buildings that have restricted public access or regulated access. This includes artworks acquired for the sole purpose of office adornment and not for overall public experience.
- B. Temporary exhibitions of artworks (such as gallery displays, booth displays at art festivals, individual artworks, or museum exhibits) displayed on City-owned or -managed property where the owner of such artwork has or intends to: retain ownership of the work or sell it; assume all responsibility associated with that display; remove it after an agreed upon duration has concluded.
- C. Public art on private property.

F. Applicability

The placement of public art on public property is a form of government speech and as such, is not subject to scrutiny under the Free Speech Clause. Therefore, the City has broad discretion to make decisions related to public art on public property. The City shall honor other local, state and federal laws that may apply. The City shall exercise final approval authority over all decisions regarding public art on City property.

G. Definitions (see also Glossary of Terms)

For the purposes of this policy, public art is defined as, but need not be limited to, unique, one-of-a-kind artwork conceived with its site in mind and of the following:

- A. Sculpture in the round, bas relief, mobiles, fountains, kinetic and electronic work in any approved material or combination of materials
- B. Paintings in all media, including oils and acrylics, that are portable or permanently affixed, such as murals
- C. Graphic arts, such as printmaking, drawing and banners
- D. Mosaics, including works executed in tile, glass, stone or other materials
- E. Crafts using clay, fiber and textiles, wood, metal, plastics, stained glass and other materials, both functional and ornamental
- F. Photography, including digital and traditional photographic print media
- G. Mixed media, which may include any combination of two- and three-dimensional forms of media, including collage
- H. Earth works, environmental installations and environmental art

- I. Ornamental or functional decorative elements designed by practicing artists or other persons submitting as artists, including design professionals who are not members of the City design team for the project
- J. Light-based or luminal art that is experiential, site-specific or installation-based work that explores optical phenomena or work composed of transmitted light, artificial or natural light sources, projections or sculpture that incorporates light sources as a major compositional and expressive element
- K. Sound art or media with primarily aural-based expressive elements, including electronic, audio media, found or experimental sound sources
- L. Video and animation, projected or displayed on a video monitor
- M. Portable art that may be displayed at locations other than a substantially permanent location or adjacent to the project site

For the purposes of this policy, the following are not considered public art:

- A. Directional elements, wayfinding, signage, color-coding (except where these elements are an integral part of the artwork.)
- B. Donor bricks and plaques
- C. Decorations
- D. Non-original works of art of all media, including reproductions
- E. Mass-produced standardized art objects such as playground equipment
- F. Public improvements for safety such as area or path lighting, protective railings, etc. (except where these elements are an integral part of the artwork)
- G. Landscape design or gardens (when used for decoration unless designed by an artist and are an integral part of the artwork)

H. Administration

The Public Art Team (PAT) will serve as an advisory group in support of the execution of this policy. Oversight and coordination of all works of public art acquired by the City of Newburyport, including their budgets and execution of contracts, are the sole responsibility of the Mayor. Staff member(s) designated by the Mayor will manage all operations and duties related to public art projects sited on or proposed for City of Newburyport property, including the maintenance of the public art collection.

I. Funding for Acquisitions

- A. Sources of funding:
 - 1. Special designated funds: From time to time, special funds may be established for the express purposes of commissioning works of art in accordance with the terms of this policy. For example, a special increment tax may be established by voters for capital projects with a portion assigned to public art.
 - 2. Voluntary allocations: Departments may deposit additional funds into existing public art accounts or create new public art accounts at the department's discretion. These funds will be spent in accordance with this policy.
 - 3. Donated artwork or funds: Funds or works of art may be donated to the City in accordance with Section II.C. of this policy.
 - 4. Public art maintenance funding: The funding to maintain and conserve acquired works of art, though not governed by this policy, is a critical component of the public art program. It is recommended that City staff carefully consider and implement the necessary funding to properly care for the collection under the terms found in Section IV of this policy.

J. About this Document

Our commissioning and review processes are iterative and will continue to evolve over time. We expect these policies and guidelines to change and welcome feedback on ways we can improve them. Changes to portions of this document that describe PAT reviews and approvals may be updated by the Public Art Team for clarity and responsiveness to community needs.

II. Procedures for the acquisition of public artwork

A. Acquisition Priorities

The following priorities shall be used when considering acquisition of artwork by purchase, commission or donation. Additional priorities may be established at the discretion of the Public Art Team (PAT) to meet the needs of individual projects.

1. Artistic aims, objectives and goals
 - What has the artist accomplished with the work and does it align with the proposed project goals?
 - Is the work relevant to the City, its values, culture and people and does it contribute to the fabric of the City? Is the work an integral component of the overall project?
 - Is the work of art appropriate for the community it serves?
2. Diversity and accessibility
 - Does the artwork reflect or advance the City's curatorial vision and policy of inclusivity?
 - Does the artwork advance lesser-told or lesser-known stories, non-traditional imagery, diverse perspectives, and/or minority voices?
3. Placement/siting
 - What is the relationship of the work to the site? Is it appropriately scaled?
 - Will the work help to anchor and activate the site and enhance the surrounding area?
 - Will there be convenient public access to the site?
 - What are the utility requirements of the artwork?
4. Fabrication, handling and installation
 - Are the projected costs accurate and realistic?
 - Have written estimates been obtained from qualified technical support and fabrication contractors?
 - Does a certain site present any special obstacles to installation?
 - Can the work easily be removed if necessary?
5. Maintenance requirements
 - Is the work suitable for outdoor display or special indoor environments?
 - Are the materials durable and will they last? Does the work have a limited lifespan due to built-in obsolescence or any inherent weakness?
 - What are the existing or projected maintenance requirements of the work? Are they excessive or cost prohibitive? Are any unusual or ongoing costs likely?
 - What are the artist's suggestions for protection of the work from vandalism?
6. Liability and safety
 - Is any aspect of the work a potential safety hazard?

- Will fencing or other types of security measures be required?
7. Affordability
- Is the artwork priced appropriately for the City?
 - How will the artwork impact the capacity for future acquisitions?

B. Approval and Development Process for Public Art Commissions

Public art projects that are recommended by a proponent (i.e. the City of Newburyport, Community members such as non-profits, neighborhood groups, Friends of, etc., or individual Artists or Artist groups) for long-term or short-term installations shall be approved through the process outlined below. The proponent should review the City's existing collection of public art, the history of the proposed site, the current uses of the site, the community or communities who are regularly engaged with the site, and consider accessibility, future maintenance, and project longevity. Proponents should reach out to the PAT for guidance and information in the early stages of their design process.

Public art projects should be integrated into the selected site, with a preference for areas that are highly visible or highly impactful because of their cultural importance and their access to the public. Important considerations include how the artwork is physically integrated within the site and surrounding environment, how it responds to the public use of the space in which it resides, and how it compliments other public art projects in the immediate area. All artworks should be connected to their context, showing awareness of local cultures, histories, and the ways in which the community interacts with the project site.

Below is the recommended process for Public Art Commissions:

1. **Initial communication:** The proponent must first initiate communication with the City by submitting a signed letter of intent describing the project and its location. In order to install an artwork on City property, the property-owning department (such as Parks or DPS, etc.) must first give permission for the location of the artwork. Once approval is given by the property-owning department, a formal application may be submitted.
2. **Project initiation & site selection:** The proponent shall submit a formal application (see Appendix B) to the PAT to approve the artwork design, at least one month in advance of necessary approvals, with the following information:
 - contact information
 - a project description, including materials and dimensions
 - proposed project site
 - the property-owning department of the proposed project site
 - photos or drawings of the proposed artwork
 - details of the installation and/or deinstallation including any equipment required, as well as lighting and sound plans (if pertinent)
 - estimated cost and proposed funding source
 - call to Artists in the form of an RFP or RFQ, if required (see #2 below)
 - Artist resume and selected work samples
 - a maintenance plan, depending on the length and needs of the project
 - a project schedule including installation, programming and events if applicable, and deinstallation
 - insurance value and information
 - letters of support from community members or organizers, if available

The applicant shall review the application and scope of the project with the PAT, who will consult

with appropriate City staff and the Mayor in order to provide guidance about approvals and permissions from other Boards, Offices, and Commissions that may be required. Approvals must be provided by the jurisdictional Board or Commission during this phase of the project. If the proponent is not self-funding the project, the PAT can assist in helping to identify funding sources for installation, understanding there is no current City fund specifically for public art projects. The Artist shall not begin fabrication until they have secured funding sufficient to cover 100% of all costs associated with the fabrication and installation of the artwork.

3. **Calls to Artists, Artist selection and Contracting:** Calls to Artists are required for Public Art projects with budgets over \$50,000 that are not initiated by an applicant that is currently working with an Artist or Artist group. Calls to Artists are the documents that describe the scope of the project and should provide Artists with everything they need to know to determine if they want to apply for a commission, including budget and schedule. Calls should be publicly accessible and shared with a wide variety of artists. The PAT shall advise the applicant in writing a Call to Artists. There is a sample Call to Artists in Appendix C of this document. For City-initiated public art projects, Calls to Artists are written by the PAT and must be advertised on the City website, Mayor's and NCC's social media accounts, and other public art platforms and listservs, and may be advertised in other places depending on the source of funding. A non-City entity proposing public art on City land, regardless of budget, shall consult with the City prior to sending out an RFP.

The primary metrics for Artist selection are the priorities outlined in the Call to Artists and the PAT Acquisition Priorities (Section II.A.). For City-Initiated public art projects, the PAT members review and rate each proposal independently, then meet publicly to review a select number of proposals that fit the priorities. At that meeting, they may select up to three finalists for interviews by the Public Art Team. During a public meeting, the PAT may deliberate, before voting, on which Artist or team to recommend to the Mayor for execution of a contract. Once awarded a contract, the Artist or Artists will move forward to create their design proposal. If the PAT does not approve any of the Artists who answer the call, the Call to Artists may be re-issued and a new selection process begun. The City of Newburyport, as in all contracts, RFPs, RFQs, and other Calls, retains the ability to not select any applicant for a Call to Artists or to reissue the Call to Artists for that project.

It is the sole authority of the Mayor to provide final approval of the PAT's selection of an artist, and direct staff to proceed with a contract. All contracts for the execution of artworks commissioned by the City of Newburyport shall be made by the Mayor. Commissioning Agreements and other contract appendices are written, reviewed, and negotiated by the City Solicitor, at the request of the Mayor. Depending on the funding mechanism, contracts and Artist Review processes may be subject to state (M.G.L. Chapter 30B, Section 2) and local procurement law in addition to the requirements of this policy. A sample commissioning agreement is included in Appendix D. Project deliverables and payment schedules, agreed upon by the PAT, the Artist or Artist Team, the Mayor and City Solicitor, will be included in the contract documents.

For non-City-initiated public art projects, the City may contract with the applicant, similar to City-initiated projects. If the applicant is already working with a funder and has a contract for the artwork, the City may instead request an MOU with the applicant, the funder, or both. Each project is unique and the legal agreements will be specific to that project, but the agreements should align with the requirements outlined in this document, clearly define each party's roles and responsibilities, and follow best practices for public art commissioning. Project deliverables and payment schedules, agreed upon by the PAT, the proponent, the Mayor and City Solicitor, will be included in the contract documents.

4. **Design and Development for Short-term Public Art:** Short-term artworks are intended to be installed for five years or less. Artists should fully design and plan their project before submitting it for review by the PAT. The PAT can guide the proponent in completing their information so their project can be reviewed and voted on at a public meeting. The PAT will provide guidance about

approvals and permissions from other Boards, Offices, and Commissions that may apply to public art projects. During a public meeting, the PAT may allow public comment or ask the PAT for additional information. This public review ensures transparency in the review process.

The following is the list of information requested for review. Most short-term public art projects won't require everything described, and the PAT will help the proponent determine what they should include in their Final Design.

- ***Fabrication:*** The proponent and Artist should provide details of all materials and methods used in the creation, installation, and de-installation of the artwork, understanding that any significant changes may require amended approvals from the PAT to be voted on at a public meeting.
 - ***Community Engagement:*** The applicant should provide evidence of work done to get community feedback and response, such as images from community meetings, flyers and social media postings, and letters of support from the community.
 - ***Installation:*** The proponent and Artist will coordinate the installation of the artwork with the site owner and update the Public Art Team. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires temporary street closures.
 - ***Maintenance:*** Depending on the length and needs of the project the proponent and Artist should submit a narrative describing how they will maintain or repair the artwork if it is damaged.
 - ***Deinstallation:*** Short-term projects have a specific, predetermined lifespan. The proponent and Artist should include details of the deinstallation of the artwork with their proposal, including any equipment and/or permitting required. The proponent and Artist are responsible for returning the project site to its original condition after deinstallation.
5. **Design and Development for Long-term Public Art:** Long-term artworks are intended to be installed for five years or more. We encourage applicants considering long-term commissions to think about how the artwork will be experienced in the present moment, as well as the future.
- The applicant will work with the PAT to develop a schedule that reflects any capital construction schedule associated with the project, Artist's contract milestones, other Board or Commission approvals, PAT reviews, a working budget, and Artist deliverables for each project phase. The PAT reviews and votes on the applicant's design at a public meeting and may allow public comment or ask for additional information. This public review ensures transparency in the commissioning process. During the presentation of the design at a public meeting, the PAT needs to understand the following:
- ***Visualizations:*** Drawings, maquettes, renderings, or other plans and renditions of the artwork as it will appear when installed, appropriately scaled and accurately depicting materials, colors, lighting effects, interpretive text, plaque, and/or signage text.
 - ***Public Engagement:*** The applicant should describe or summarize their community engagement, showing effort to connect with and involve Newburyport's residents, and should keep in mind accessibility.
 - ***Fabrication Plans:*** The Fabrication Plan must detail all materials and methods used in the creation of the artwork. The applicant will work with the PAT and City partner agencies to determine design deliverables requirements. Fabrication must substantially conform to the Fabrication Plan, and any significant changes may require amended approvals from the PAT to be voted on at a public meeting.
 - ***Maintenance Recommendations:*** The applicant must provide a written document of the Artist's maintenance recommendations for all proposed materials, and an estimated schedule for routine maintenance and preservation of the artwork.
 - ***Installation Plans:*** When the artwork is associated with a capital project, installation should be incorporated into the capital construction timeline to avoid additional costs and disruptions to

the finished site. Detailed installation plans may include but are not limited to site preparation, equipment requirements, and site restoration, when applicable. The applicant must coordinate the installation of the artwork with the site owner, and update the PAT and any pertinent City partner agencies and their contractors. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires any temporary street closures. If the artwork installation diverges significantly from the Installation Plan, the PAT may require amended approvals to be voted on at a public meeting.

- *Plaques and Signage*: The proponent and Artist should include images showing how they will include or otherwise display their name, the title of the artwork, the year it was installed, and the medium.
 - *Description of Artwork*: The applicant must provide a narrative description of the Artwork for the City to use as a source for descriptions of the project on the City's website, public-facing arts database, and other approved uses, including a final summary of the artwork materials, dimensions, and any collaborations or subcontractors who worked on the project.
6. **Final Acceptance**: The applicant shall submit the following within 30 calendar days of completing the installation:
 - Documentation that the artwork was installed in conformance with the Installation Plan.
 - A minimum of five (5) high resolution digital files in JPG format of the installed, finished artwork.
 7. **Review and Vote**: At the next public meeting after installation, the PAT will review and vote to accept the artwork into the collection via accessioning.

C. Approval Process for Donations

All proposals to donate works of art to the City must be submitted to the Public Art Team for review.

1. **The donation request shall contain the following**:
 - Provenance: includes artwork information, conservation history, and donation agreement (see Appendix E).
 - Maintenance recommendations: outlines how the artwork is to be maintained, and what materials and maintenance procedures are needed to conduct routine maintenance of the artwork (cleaning schedules and minor repairs).
 - Proposed site, if any.
2. **The PAT will review the proposed donation based on the following**:
 - Compliance with this policy.
 - Acquisition priorities listed in section II.A.
 - If a site is proposed, the residents adjacent to the site or other stakeholders of the site will be notified and public feedback will be heard.
 - Depending upon the nature of the project, further public engagement and approvals by jurisdictional Boards or Commissions may be required according to the specific requirements for permit application or development review. These approvals must be obtained prior to final approval of the Mayor.
3. **All other processes and procedures**, including final approval and contract execution shall follow the guidelines outlined in this policy.
4. **Limitations**: Approved proposals for donation must complete the full process, including installation of the artwork, by no more than one year after approval. The Donor may request an extension to the deadline of no more than one additional year. The extension request must be submitted to the PAT for review and approval by the Mayor.

The City is under no obligation to consider for acquisition unauthorized and abandoned art. Instead, the Mayor may choose, at his or her full discretion, to remove and/or dispose of it or consider the work for acquisition consistent with the donation process outlined above.

D. Plaques for Public Artworks

Knowing who created an artwork and when can help provide the context needed to experience an artwork fully. Plaques help the public identify artworks and artists, and enable further explorations of artwork in our collection.

Although there are stand-alone commemorative plaques, tablets, and historic markers in the public art collection, the plaques addressed in this section are used to identify artworks and may provide additional interpretive and educational information.

The PAT will work with Artists and proponents to plan for the inclusion of plaques and other educational and interpretive materials as part of the design proposal.

1. **Standard Information for Plaques for Public Artwork:** Plaques for any artwork should be incidental to the artwork and not a competing focus for the viewer. It shall include the following:

- Artist name
- Artwork title and year
- Brief interpretive text (optional)

**Plaques for public artworks may not include logos (e.g. symbols or trademarks designed for definite recognition in order to avoid the use of public art for advertising or endorsement purposes) or any other kind of advertising or sponsorship information.*

2. **Interpretation and Education:** In addition to artwork plaques, additional educational and interpretive information may be shared on the City of Newburyport's website. Such information may include biographical information about the Artist(s) and/or community proponent(s), descriptions and/or histories of the artwork, materials, scheduled repairs or conservation, and images of the design, fabrication, and/or installation process.

E. Mural Commissions

Murals are public art works that are directly painted on walls or other existing surfaces and can be short-term or long-term commissions. They should follow the guidelines below:

1. **Reviews for murals on City-owned sites:** The PAT will help the Artist determine which City department owns the site and obtain their permission to use it. All mural proposals will follow a modified review process at the discretion of the PAT. Mural reviews should generally follow the guidelines listed under section II.B.4, with the exception of processes that are not pertinent to mural commissions. The PAT will assist the applicant in discerning which areas of this document are pertinent.
2. **Street Murals:** Street murals are murals painted directly on a roadway. Because the wear and tear on these artworks is intense, they are usually not considered long-term projects, and should follow the process for short-term commissions described in Section II.B.3. Because they are painted on streets, the applicant and PAT shall work closely with DPS to review these projects.
3. **Murals Proposed for Private Sites:** Mural projects on private property require Artists to obtain approval from the landowner. The PAT should be notified about the project and may offer support. The PAT may be able to assist or offer guidance on approvals from other City departments, like reviews by the Historic Commission for projects in historic districts, or street occupancy permits for the installation from DPS. Murals proposed for privately owned surfaces usually don't require City review, unless they fall within special overlay districts as identified in the City's Zoning ordinance. The PAT won't review or vote on these artworks.

F. Memorial Commissions

A memorial is a public expression designed to shape and honor a shared memory of a particular person, group, or event, and may be long- or short-term. The City of Newburyport has an expansive collection of public art memorials and is unable to accept most new long-term memorial design proposals. We are most interested in those that strongly align with the Curatorial Vision, in particular those that add to the diversity of the City's public art collection.

Memorial Commissions must also meet these additional design criteria:

- **Historical Significance to Newburyport:** The memorial subject must have a direct connection to the City of Newburyport.
- **Public Interest:** Proposals should be considerate of the broader community's interests and needs, particularly the community at the proposed project site.
- **Timing and Timelessness:** Proposed long-term memorials should retain significance and relevance in the future and be meaningful to future generations. The PAT requires a minimum of five years and recommends a minimum of ten years between an event or the passing of an individual and their commemoration to allow for sufficient historical perspective.
- **Subjects Not Previously Memorialized:** The memorial should not honor living individuals or duplicate any existing memorials. We inventory all public memorials and strongly recommend applicants review our Public Art Collections database prior to submitting a memorial proposal. We give preference to proposals that memorialize subjects not currently represented or subjects that are under-represented in the City's collection.
- **Appropriate Location:** The memorial should have a historical or thematic relationship with its proposed location. We prefer proposals for locations where memorials or other artworks do not already exist.
- **Longevity:** Applicants should consider the long-term impact of the memorial and its ability to withstand conditions such as weather or vandalism, as well as changing times and attitudes about its importance, impact on the community, and relevance to the Curatorial Vision.

Artists or community proponents can submit their memorial proposals to the PAT at least one month in advance of necessary approvals. The Artist or proponent shall present their memorial proposal for the PAT to review based on the criteria above, as well as the priorities listed in Section II.A. The PAT may invite representatives from other relevant City departments, boards or commissions relevant to the proposed memorial. Memorial proposals must also include:

- Identification of the person, group, or event to be memorialized;
- A brief narrative explaining the importance of the person, group, or event and its direct, proven relationship to the City;
- A brief explanation of the visitor experience of the proposed memorial; and
- A rationale for the proposed memorial location.

If approved, the memorial project will then follow a regular commissioning outlined in Section II.B above.

III. Procedures for the deaccessioning of public artwork

A. Removal from the Collection: Deaccessioning

Deaccessioning is the formal removal of an artwork from the City's collection. Under deaccessioning,

artworks are not only removed from public view but also permanently removed from the City's collection. The decision to deaccession is only made after careful deliberation and depends in part on the artwork's accessioning. Deaccessioning requires documentation (e.g., signed Deed of Gift, bill of sale, minutes of the PAT meetings, artist's contract, etc.) proving that the PAT has the right to transfer ownership of the artwork in question. Any deaccession process should be carried out with the utmost caution, especially with regard to the determination of ownership of the artwork.

The PAT must approve the deaccessioning of an artwork by a majority vote at a public meeting. Artworks are permanently removed from the collection by sale, donation, disposal, or destruction. Additionally, the deaccessioning of all City-owned artwork may be subject to State and City procurement statutes.

The PAT will make all reasonable efforts to notify any living Artist, or the estate of any deceased Artist, whose work is being considered for deaccessioning. Any correspondence about the deaccessioning will be included in the collection file.

1. **Criteria for Deaccessioning:** Criteria for determining whether an object should be deaccessioned include, but are not limited to the following:
 - The use of the site has changed, the artwork is no longer appropriate, and the artwork cannot be reasonably protected or maintained.
 - The artwork has been damaged beyond reasonable repair and/or requires extensive conservation or restoration that is cost-prohibitive.
 - The artwork is beyond the capability of the City of Newburyport to properly display, maintain, and/or store.
 - The artwork endangers public safety in its current condition.
 - The artwork was stolen from its location and cannot be retrieved.
 - The artwork was commissioned or accepted with the provision or understanding that it was to have a limited lifecycle or installation period.
2. **Requirements for Deaccessioning:** If the PAT recommends considering an artwork for deaccessioning, the Public Art Team will draft a report including information about:
 - The Artist (if living, or their estate),
 - Provenance,
 - Current condition of the artwork and the site,
 - Project stakeholders when it was commissioned, and during its' lifespan,
 - Evidence of current public opinion and recent community engagements about the artwork,
 - Recommendations from the Public Art Team.

The PAT keeps a permanent record of the conditions and circumstances under which artworks are deaccessioned from City property. Artworks which no longer fit the Curatorial Vision, are severely deteriorated, or otherwise pose a threat to public safety will be relocated or discarded following any relevant City of Newburyport legal processes. The City of Newburyport does not sanction the sale or gift of deaccessioned artworks to its employees, officers, trustees, or to their immediate families or representatives.

3. **Process for Deaccessioning:** If the PAT recommends an artwork for deaccessioning, the following steps shall be followed:
 - Notice to the Artist: Artists whose works are being considered for deaccession will be notified by all diligent means, including a legally-verifiable means of communication,
 - Review by the PAT: the PAT will provide recommendations in the form of a report including the grounds for deaccessioning, written evaluation, photo documentation of the condition of the artwork, damage and/or theft report, and proposed removal and/or demolition work plan,

- **Public Engagement:** the PAT will facilitate the opportunity for the public to provide feedback on the decision with the purpose of informing the decision of the PAT,
- **Final decision:** the final decision to deaccession a public art piece shall be made by the Mayor. The Mayor may decide to a) accept the recommendation, b) reject the recommendation, or c) delay the decision and request more information,

IV. Procedures for the care of public artwork

A. Collection Care

1. **Use and Activities:** The City of Newburyport shall carry out the reasonable responsibilities required to provide necessary care for all collections acquired.
2. **Maintenance Plan for New Acquisitions:** All public art commissions shall be required to include maintenance recommendations that outline how the artwork is to be maintained, and what materials and maintenance procedures are needed to conduct routine maintenance of the artwork. A maintenance plan shall include the following elements:
 - Materials, and sources of the materials, used in the artwork,
 - Methods of fabrication and the name of any individual other than the Artist who was involved in the construction or creation of the artwork,
 - Installation specifications,
 - Method and frequency of required maintenance, including planning for protections against the effects of tactile/public interaction and/or environmental conditions, and;
 - Additional contacts for maintenance issues, if warranted.
3. **General Maintenance:** Maintenance of the artwork, as distinguished from technical maintenance, restoration or repair, shall be the responsibility of the host department. This may include cleaning schedules and protective measures against normal wear, weather, and vandalism.
4. **Technical Maintenance:** The City will, by its own qualified member on the PAT and/or a City staff member, be responsible for the following:
 - Maintaining a comprehensive Collection Database of all existing artwork in the City's public art collection. This inventory will include but not be limited to:
 - a. An accession number unique to the specific artwork;
 - b. Artwork information – title, year of commission, location of artwork;
 - c. Artist information – artist name, contact information, artist copyright;
 - d. Gift acknowledgement, bill of sale, Artist contract, or written justification for acquisition;
 - e. Photographs;
 - f. Significant correspondence relating to the artistic intent of the artwork, provenance of the artwork, and any associated press;
 - g. Maintenance and conservation information – materials, fabrication methods, installation specifics, ongoing photographic documentation, additional parties contact information, material-specific warranties;
 - h. Commissioning information – commission amount, contract reference number, contract amendments, final contract amount, funding source, additional departments or organizations involved, warranties and insurance.
 - The PAT will conduct biennial condition reports and periodic physical assessment of its public art collection.

- The PAT will annually identify restoration and repair needs for the public art collection that surpass general maintenance. This reporting will be used in creating annual work plans and appropriating funding.
5. **Funding for Public Art Maintenance:** The host department is responsible for the care and custody of art owned by the City of Newburyport and as such will make all reasonable efforts to maintain public artworks as determined by maintenance recommendations written by the Artist or proponent. Because there is no City funding mechanism geared toward public art maintenance, the PAT shall carefully consider the maintenance implications of a public art piece during deliberations on its approval.
 6. **Insurance:** The City maintains an umbrella fine arts insurance policy, procured by the City's Finance Director. This policy is reviewed and updated annually by the PAT, the host department and the Finance Director. The policy covers objects owned by the city, subject to certain limitations. Objects are covered at the Artist's stated value. In the case of damage or loss to the collections the PAT may decide to file an insurance claim. The PAT shall request through the Finance Director to file a claim and keep all appropriate documentation in the object record.

GLOSSARY OF TERMS

These are working definitions provided by the Public Art Policy Advisory Group of the Mayor's Office for use with the PAT and NCC and are subject to change.

Accession is the act of formal documentation and legal acceptance of an approved acquisition or loan to the City's collection of artwork.

Acquisition is the formal process used to accept additions to the City's art collection. It includes the initial proposal/donation, evaluation, negotiation, PAT approval, and final accessioning of works of art.

Approval is the action of officially agreeing or accepting a proposal or artwork put before the PAT.

Artist(s) refers to individuals or teams who self-define as Artists for the purpose of creating artworks for the City.

Artistic concept is an early narrative of what the artwork might be and does not include any visual design.

Artwork, alternatively **Work of Art**, refers to all paintings, mural decorations, statues, bas-reliefs, sculptures, monuments, fountains, arches, ornamental gateways, and other structures of a permanent character intended for ornament or commemoration.

Call to Artists is a public solicitation for submissions from Artists and Artist teams for a specific project or opportunity. Calls to Artists include, but are not limited to, Requests for Proposals (RFP) and Requests for Qualifications (RFQ).

Collection refers to artworks that have been commissioned, donated, purchased, or otherwise acquired by the City of Newburyport via majority vote of the PAT this includes artworks colloquially referred to as Public Art. The public art team documents artworks included within this definition as well as short-term artworks and artworks on private property such as murals and artworks that have been deaccessioned.

Collection record is a digital and adjoining hard-file that retains all physical and intellectual information regarding an individual or grouping of artwork(s).

Commission is the act of requesting and authorizing the production of a work of art.

Commissioning Agreement is a supplemental document to the City's standard contract form that outlines the project schedule, reviews, and votes by the PAT, Intellectual Property rights, and other legal rights.

Community is a group of people with a common interest, whether defined by geography, identity, experience, or activity.

Conservation is the treatment and/or stabilization of a collection object by qualified conservators, identified by the PAT.

Culture is the customs, arts, social institutions, and achievements of a particular nation, people, or other social group.

Curator is a person who researches and interprets a collection of artworks and/or objects.

Deaccessioning is the formal process used to permanently remove an object from the collection.

Diversity, in relation to artworks, means including or involving a wide range of distinct forms, peoples, and/or perspectives. In relation to people, diversity means having a high number of races, cultures, ethnicities and other demographic groups represented within a group, organization, or institution.

Donations are an existing artwork offered as a gift to the City for placement under the City's jurisdiction; alternatively, a monetary gift for the purposes of acquiring a work of art for the City.

Equity is the respectful treatment and fair involvement of all people in a society. It is the state in which everyone has the opportunity to reach their full potential.

Historic refers subjectively to a thing or an event of importance when studied as part of the past.

Historical figure is a person who lived in the past and may be perceived as having had a significant impact on people's lives and society through their deeds and accomplishments.

Inclusion means involving people of all backgrounds, abilities, perspectives, and beliefs within a group, institution, or decision. This is more than achieving diversity; it is ensuring all individuals have a true sense of belonging.

Informational plaque is signage that provides context or additional interpretive and educational information for public artworks.

Long-term refers to the projected lifespan of artworks. Long-term artworks employ durable materials and archival fabrication methods and are intended to be fixed to one site for an enduring lifespan. Long-term artworks require care and maintenance as capital assets. Long-term artworks contribute to the lasting legacy of the City's collection for a minimum of five years.

Memorial is a public expression designed to shape and honor a shared memory of a particular person, group, or event. In public art, memorials may be long or short-term.

Mural is a large painting traditionally applied to a wall or ceiling, especially in a public space. Our definition of mural extends to artworks painted or applied on the ground or other surface.

Project theme is a general idea that conceptualizes the subject matter to be expressed through a public artwork.

Proponent is an individual, group, organization, or business that proposes a work of art for placement or installation on a city-owned site, and/or, when applicable, the Artist(s) who created the proposed gift.

Provenance is the documentation of an object's origins and history of ownership.

Public Art is a colloquial term for Artworks that are intentionally experienced from, or sited upon, publicly accessible locations. These Artworks on City of Newburyport property are part of the City's formal Collection of Artworks or have been approved for temporary placement on City of Newburyport property by the PAT.

Public Art is a dynamic cultural activity from conception and design, to fabrication and installation, to formal accession or temporary approval at a PAT public meeting. Public Art may affirm or challenge existing community aesthetics and values and may critique, augment, or invite exploration of established narratives and the physical landscape.

Public Art Team (PAT) refers to the advisory committee to the NCC that supports the commissioning, review, selection, acceptance, and care of art in public places. They have exclusive authority to recommend approval and commissioning of artworks intended to be added to the City's collection or be placed on City property to the Mayor, and act as a transparent, independent entity that holds public meetings to vote on matters concerning the City's art collection. All of its members are residents of the City. Members are appointed by their representative groups, and may serve for up to 3 years. The PAT is comprised of 7 members, including 2 members of the Newburyport Cultural Council, 2 members of the Newburyport Arts Collective, 1 member of the Parks Commission, 1 City Staff and 1 representative from the Mayor's office.

Quorum is defined as a simple majority of the members of the public body, unless otherwise provided in a general or special law, executive order, or other authorizing provision.

Request for Proposals (RFP) is a call to Artists to submit a specific project proposal. The RFP outlines all the details of the project, including community values, vision, and site use.

Request for Qualifications (RFQ) is a call to Artists to submit their qualifications. The RFQ outlines all the details of the project and any qualifications needed.

Stakeholder typically refers to community groups, businesses, organizations, or individuals with explicit or implicit interest in a public art project.

Short-term refers to the projected lifespan of artworks. Works of art intended as short-term have an intended lifespan of anything from less than one day up to five years. Short-term works may be at one or more sites, and the artwork may be dynamic in nature.

APPENDIX A: FAQ FOR ARTISTS

City of Newburyport Public Art Policy

FAQs for Artists

Thank you for your interest in advancing Public Art in the City of Newburyport. The City recognizes the value of public art to its citizens and visitors. We are committed to fostering a collection of artworks and public art projects that reflect our people, ideas, histories, and futures, engage our communities and directly respond to, enrich, and enliven our environment. We seek public art that is driven by an artistically strong vision, enhances the diversity and equity of the existing collection, and possesses durability appropriate to the lifespan of the work.

In order to help streamline the process for Artists and other proponents of public art, we have created this document to answer frequently asked questions and outline the steps by which public art is approved. Newburyport's Public Art Team (PAT) is a transparent, independent entity who has the exclusive authority to recommend approval and commissioning of public artwork. The PAT also acts as a resource for artists and proponents as they navigate this process, and we encourage you to reach out to them for assistance.

E. What does the Public Art Policy apply to?

- D. This policy applies to all works of art (both temporary and permanent) that are commissioned, hosted, or displayed on public property and are 1. funded in whole or in part through City funds or maintained by the City; 2. sited on City property, building or right-of-way, or 3. consistently accessible to the public.
- E. This policy does not apply to 1. artwork that is on display within City offices/ buildings that have restricted or regulated access, or 2. temporary exhibitions such as gallery displays, booth displays at art festivals, and museum exhibits displayed on City-owned or -managed property.

B. What are the PAT's priorities for approving public art?

- 8. Artistic aims, objectives and goals
 - What has the artist accomplished with the work and does it align with the proposed project goals?
 - Is the work relevant to the City, its values, culture and people and does it contribute to the fabric of the City? Is the work an integral component of the overall project?
 - Is the artwork appropriate for the community it serves?
- 9. Diversity and accessibility
 - Does the artwork reflect or advance the City's curatorial vision and policy of inclusivity?
 - Does the artwork advance lesser-told or lesser-known stories, non-traditional imagery, diverse perspectives, and/or minority voices?
- 10. Placement/siting
 - What is the relationship of the work to the site? Is it appropriately scaled?
 - Will the work help to anchor and activate the site and enhance the surrounding area?
 - Will there be convenient public access to the site?
 - What are the utility requirements of the artwork?
- 11. Fabrication, handling and installation
 - Are the projected costs accurate and realistic?
 - Have written estimates been obtained from qualified contractors?

- Does a certain site present any special obstacles to installation?
 - Can the work easily be removed if necessary?
12. Maintenance requirements
- Is the work suitable for outdoor display or special indoor environments?
 - Are the materials durable? Does the work have a limited lifespan due to any inherent weakness?
 - What are the existing or projected maintenance requirements of the work? Are they excessive or cost prohibitive? Are any unusual or ongoing costs likely?
 - What are the artist's suggestions for protection of the work from vandalism?
13. Liability and safety
- Is any aspect of the work a potential safety hazard?
 - Will fencing or other types of security measures be required?
14. Liability and safety
- Is the artwork priced appropriately for the City?
 - How will the artwork impact the capacity for future acquisitions?

C. How do I get my public art project approved and installed?

8. **Initial communication:** The proponent must first initiate communication with the City by submitting a signed letter of intent describing the project and its location. In order to install an artwork on City property, the property-owning department (such as Parks or DPS, etc.) must first give permission for the location of the artwork. Once approval is given by the property-owning department, a formal application may be submitted.
9. **Project initiation & site selection:** The proponent shall submit a formal application (see attached) to the PAT to approve the artwork design, at least one month in advance of necessary approvals.

The applicant should review the application and scope of the project with the PAT, who will consult with appropriate City staff and the Mayor in order to provide guidance about approvals and permissions that may be required from other Boards, Offices, and Commissions. If the applicant is not self-funding the project, the PAT can assist in helping to identify funding sources for installation, understanding there is no current City fund specifically for public art projects.

10. **Process for Short-term Public Art:** Short-term artworks are intended to be installed for five years or less. Artists should fully design and plan their project before submitting it for review by the PAT at a public meeting. During the public meeting, the PAT may allow public comment or ask for additional information. This public review ensures transparency in the review process.

The following is the list of information requested for review. Most short-term public art projects won't require everything described, and the PAT will help the applicant determine what they should include.

- *Fabrication:* The applicant should provide details of all materials and methods used in the creation, installation, and de-installation of the artwork, understanding that any significant changes may require amended approvals from the PAT to be voted on at a public meeting.
- *Community Engagement:* The applicant should provide evidence of effort to get community feedback (i.e. images from community meetings, social media postings, or letters of support)
- *Installation:* The applicant is required to coordinate the installation of the artwork with the site owner and update the Public Art Team. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks

Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires temporary street closures.

- *Maintenance*: Depending on the length and needs of the project, the applicant should submit a narrative describing how they will maintain or repair the artwork if it is damaged.
- *Deinstallation*: The applicant should include details of the deinstallation of the artwork, including any equipment and/or permitting required. The applicant is responsible for returning the project site to its original condition after deinstallation.

11. **Process for Long-term Public Art**: Long-term artworks are intended to be installed for five years or more. We encourage applicants considering long-term commissions to think about how the artwork will be experienced in the present moment, as well as the future.

The applicant will work with the PAT to develop a schedule that reflects any capital construction timelines associated with the project, contract milestones, other Board or Commission approvals, PAT reviews, a working budget, and Artist deliverables for each project phase. The PAT reviews and votes on the applicant's design at a public meeting and may allow public comment or ask for additional information, ensuring transparency in the commissioning process. During the presentation of the design at a public meeting, the applicant should provide the following:

- *Visualizations*: Drawings, maquettes, renderings, or other plans and renditions of the artwork as it will appear when installed, appropriately scaled and accurately depicting materials, colors, lighting effects, interpretive text, plaque, and/or signage text.
- *Public Engagement*: Describe or summarize community engagement, showing effort to connect with and involve Newburyport's residents, and being sensitive to accessibility.
- *Fabrication Plans*: Detail all materials and methods used in the creation of the artwork. The applicant will work with the PAT and City partner agencies to determine design deliverables requirements. Fabrication must substantially conform to the Fabrication Plan, and any significant changes may require amended approvals from the PAT.
- *Schedule*: Present a schedule detailing the artwork process, proposed installation date and budget.
- *Maintenance Recommendations*: Provide a written document of the Artist's maintenance recommendations for all proposed materials, and an estimated schedule for routine maintenance and preservation of the artwork.
- *Installation Plans*: When the artwork is associated with a capital project, installation should be incorporated into the capital construction timeline to avoid additional costs and disruptions to the finished site. Detailed installation plans may include site preparation, equipment requirements, site restoration, etc. The applicant must coordinate the installation of the artwork with the site owner, and update the PAT and any pertinent City agencies and their contractors. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires temporary street closures. If the artwork installation diverges significantly from the Installation Plan, the PAT may require amended approvals.
- *Plaques and Signage*: Include images showing how the Artist's name, title of the artwork, year it was installed, and medium used will be included or displayed.
- *Description of Artwork*: Provide a narrative description of the Artwork for the City to use as a source for descriptions of the project on the City's website, public-facing arts database, and other approved uses, including a final summary of the artwork materials, dimensions, and any collaborations or subcontractors who worked on the project.

12. **Final Acceptance**: The applicant will submit the following within 30 calendar days of installation:

- Documentation that the artwork was installed in conformance with the Installation Plan.
- A minimum of five (5) high resolution digital files in JPG format of the installed, finished

artwork.

13. **Review and Vote:** The PAT will review and vote to accept the artwork into the collection.

D. When do I need an RFP?

Calls to Artists are required for Public Art projects with budgets over \$50,000 that are not initiated by an applicant who is currently working with an Artist. If a Call to Artists is required, the PAT will assist the applicant in developing and executing one. Applicants should not initiate RFP's for projects on City property without prior discussions with the City.

E. What kind of legal contract do I need?

Legal agreements for public artworks may be executed in several ways. The City may contract with the Artist or applicant directly. If the applicant is already working with a funder and has a contract for the artwork, the City may request an MOU with the applicant, the funder, or both. Each project is unique and the legal agreements will be specific to that project.

F. Can I make a donation of public art?

All proposals to donate works of art to the City must be submitted to the Public Art Team for review. Donation requests to the PAT should contain the following:

- Provenance: includes artwork information, conservation history, and transfer of ownership.
- Maintenance recommendations: outlines how the artwork is to be maintained, and what materials and maintenance procedures are needed to conduct routine maintenance of the artwork (cleaning schedules and minor repairs).
- Proposed site, if any.
- Feedback from abutters to the proposed site or stakeholders of the site, or effort shown to connect with and involve neighbors and stakeholders, including feedback and approvals from jurisdictional Boards or Commissions.
- How the art complies with the criteria listed in section B.

G. Will a plaque be allowed or required for public artworks?

Knowing who created an artwork and when can help provide the context needed to experience an artwork fully. Plaques help the public identify artworks and artists, and enable further explorations of artwork in our collection.

The PAT will work with Artists and proponents to plan for the inclusion of plaques and other educational and interpretive materials as part of the design proposal. Plaques should be incidental to the artwork and not a competing focus for the viewer. Logos, trademarks and symbols designed for recognition and advertising or endorsement are not allowed. Plaque information should include the following:

- Artist name
- Artwork title and year
- Brief interpretive text (optional)

H. Can I paint a mural?

Murals are public art works that are directly painted on walls or other existing surfaces and can be short-term or long-term commissions. For City-owned properties, the PAT will help the Artist determine which City department owns the site and obtain their permission to use it. All mural proposals will follow a modified review process, at the discretion of the PAT, to meet the guidelines of the City's Public Art Policy. The PAT will assist the applicant in the process.

Mural projects on private property require Artists to obtain approval from the landowner. The PAT should be notified about the project and may offer support. The PAT may be able to assist or offer guidance on

approvals from other City departments, like reviews by the Historic Commission for projects in historic districts, or street occupancy permits from DPS. Murals proposed for privately owned surfaces usually don't require City review, unless they fall within special overlay districts as identified in the City's Zoning ordinance. The PAT won't review or vote on these artworks.

Street murals are painted directly on a roadway. Because the wear and tear on these artworks is intense, they are usually not considered long-term projects, and should follow the procedures for short-term public art approvals. The applicant should work closely with DPS to review these projects.

I. Can I propose a memorial?

A memorial is a public expression designed to shape and honor a shared memory of a particular person, group, or event, and may be long- or short-term. The City of Newburyport has an expansive collection of public art memorials and is unable to accept most new long-term memorial design proposals unless they strongly align with the City's curatorial vision, in particular those that add to the diversity of the City's public art collection. Memorials must also meet these additional criteria:

- **Historical Significance to Newburyport:** The memorial subject must have a direct connection to the City of Newburyport.
- **Public Interest:** Proposals should be considerate of the broader community's interests and needs, particularly the community at the proposed project site.
- **Timing and Timelessness:** Proposed long-term memorials should retain significance and relevance in the future and be meaningful to future generations. The PAT requires a minimum of five years and recommends a minimum of ten years between an event or the passing of an individual and their commemoration to allow for sufficient historical perspective.
- **Subjects Not Previously Memorialized:** The memorial should not honor living individuals or duplicate any existing memorials. We inventory all public memorials and strongly recommend applicants review our Public Art Collections database prior to submitting a memorial proposal. We give preference to proposals that memorialize subjects not currently represented or subjects that are under-represented in the City's collection.
- **Appropriate Location:** The memorial should have a historical or thematic relationship with its proposed location. We prefer proposals for locations where memorials or other artworks do not already exist.
- **Longevity:** Applicants should consider the long-term impact of the memorial and its ability to withstand conditions such as weather or vandalism, as well as changing times and attitudes about its importance, impact on the community, and relevance to the Curatorial Vision.

Applicants can submit their memorial proposals to the PAT at least 3 months in advance of the requested installation date and follow the process for approval listed in C above. Memorial proposals must also include:

- Identification of the person, group, or event to be memorialized;
- A brief narrative explaining the importance of the person, group, or event and its direct, proven relationship to the City;
- A brief explanation of the visitor experience of the proposed memorial; and
- A rationale for the proposed memorial location.

APPENDIX B: APPLICATION

APPLICATION FOR PUBLIC ART

Name: _____

Address: _____

Phone: _____

Email: _____

Project Description, including title of artwork, materials and dimensions:

*please attach photos or drawings of the proposed artwork

Proposed project site:

Property-owning department:

Installation and/or deinstallation details, including equipment required, lighting
and sound plans (if pertinent):

Estimated cost and funding source:

Artist name:

*please attach resume and selected work samples

Maintenance plan:

Project schedule including installation date, programming and events if applicable,
and deinstallation date:

Insurance value:

*Please attach letters of support from community members or organizers, if available

Questions? Contact _____, at email _____@_____.com

Submit your application to:

City of Newburyport, Public Art Team

c/o _____

60 Pleasant St.

Newburyport, MA 01950

APPENDIX C: SAMPLE CALL TO ARTISTS

**THE CITY OF NEWBURYPORT ANNOUNCES
THE CLIPPER CITY RAIL TRAIL PHASE II
MURAL PROJECT**
in collaboration with the Newburyport Art Association

CALL FOR ARTIST PROPOSALS



Introduction

The City of Newburyport's Clipper City Rail Trail Phase II project offers an exciting opportunity for artists to contribute to the beautification of the trail corridor along a portion of the long fenced section between Harrison and Water Streets. The City of Newburyport, in collaboration with the Newburyport Art Association, invites artists and design professionals to submit proposals for this public art mural project. The murals will be permanently installed on the solid board fencing along this corridor. (Please see photographs of the site below.) The goals of the project include:

- Celebrating, improving, and enhancing the Trail corridor
- Bringing public art to people's everyday lives
- Contributing to the distinct identity of the area
- Responding to the physical, social, and historical characteristics of Newburyport
- Enlivening and activating the public space
- Celebrating the rich connection between the arts and the environment

Vision

The City of Newburyport envisions a number of distinct murals celebrating the distinct setting and City history. A range of themes and subject matter will be considered, including Newburyport's culture, maritime history, landscape and nature, although overtly political, sexual, and/or religious themes will not be appropriate for this setting. Works must be appropriate for general public viewing. The final number of murals installed will depend upon the submissions. The artists selected will work with the review committee to determine the best way to curate the submissions when installed together. An artist may be selected to create more than one panel if he or she can show that he or she can meet the stated time frame.

Site

The 500' section of the Clipper City Rail Trail Phase II corridor between Harrison and Water Streets is lined with 6' solid board white cedar fencing, some of which is raised even higher due to the mounded soil along the sides of the trail. The fence panels measure 6'x8' and have steel fence posts embedded in concrete footings. The mural panels will measure 4' x 6' and fit on the chosen fence panels between the posts.



Mural Panels

After selection of the artwork, high resolution digital files of the artwork will be digitally printed on 4'x6' low-profile ¼" Aluminum Composite Panels, laminated to protect them from ultraviolet radiation, framed with 1.5" metal trim molding, and mounted on the wood fence panels by the City of Newburyport. The City will also install plaques with the artist's name and mural title.

Anticipated Timeline (may vary)

March 23, 2017	Request for Proposals announced
Monday, May 1, 2017	Proposals due
Monday, May 22, 2017	Finalists notified
May 30-June 2, 2017	Selection Committee interviews Finalists
Week of June 19, 2017	Parks Commission public meeting & review
June 2017	Final selections (winners notified along with all finalists)
Friday, August 4, 2017	Digital files due for printing on panels
August 2017	Fabrication of mural panels
September 2017	City Hall exhibition of winning submissions
Week of October 2, 2017	Installation of murals
October 2017	Mural celebration ceremony

Eligibility

Artists and design professionals from the Greater Newburyport area are eligible to submit mural proposals. Newburyport Art Association members and non-members welcome to submit proposals. Must be 18 years or older. Artist teams are also eligible to apply. Please note that if an applicant does not have the capacity to provide a high resolution digital image with good lighting of his or her artwork, then the original art can be brought to the sign company and they can photograph it to provide the image.

Prize

In addition to publicity, the Prize for each winning mural panel is \$500 payable on delivery of a completed digital file (for reproduction on the ACM panel) satisfactory to the Committee by the delivery deadline set by the Committee.

Submission requirements

Digital proposal submissions must be received by the City's Planning Department no later than **4:00 p.m. Monday, May 1, 2017** by email at gvining@cityofnewburyport.com or submission of a labelled thumb drive to Geordie Vining at the Planning Office.

Digital proposal must include:

- an artist statement/letter of interest;

- up to 5 images of a mural design proposal (need not be final work, but a representation of the artist's vision);
- resume or curriculum vitae.

If artist is selected as a finalist, he or she will be required to have an interview with the selection committee. The selection committee, in consultation with the Mayor and the Parks Commission, will be comprised of: Geordie Vining, Senior Project Manager, Newburyport Planning Office; Lise Reid, Newburyport Parks Director; and Elena Bachrach, Executive Director, Newburyport Art Association.

Finalists are anticipated to be notified around Monday May 22, 2017, interviewed during the week after Memorial Day May 30th - June 2nd, and final selections made in June 2017.

Selection Criteria

The selection of artwork for the Clipper City Rail Trail Phase II mural project will be based on the following criteria:

Quality: Concept should draw from the vision of the City's mural project, tapping historical and cultural themes, with possible subcategories of maritime, cultural landscapes, bridges and railroads, and landscape and nature, etc.

Elements of Design: The Artist Selection Committee will review the conceptual proposals and determine those that are the most appropriate for the project.

Cooperation: The artist should have a demonstrated ability to work closely and cooperatively with the committee, volunteers, other artists, and the community.

Communication: The artist must have the ability to clearly communicate concepts visually and through clearly written materials as well as orally during the interview process.

Technical Feasibility: The artist must be able to demonstrate his or her technical ability to complete the mural project proposed.

APPENDIX D: SAMPLE COMMISSIONING AGREEMENT

THIS AGREEMENT, is entered into this _____ day of _____, 20____, by and between [name of city] (hereinafter the “City”), acting by and through the [appropriate department or council] with offices at _____, and [artist’s name or artist’s name d.b.a. business name] (hereinafter the “Artist”) with offices at _____.

WHEREAS, the City has implemented [name of art program] pursuant to [applicable local, state or federal laws, ordinances and/or regulations, and/or funding source] by allocating [amount or type of funding] for the establishment and display of artwork in public places; and

WHEREAS, authority lies with the City to make payments for the [acquisition, design execution, fabrication, transportation, and/or installation] of artworks, including payments for the support of an artist [selection process, design, execution and/or placement of Art]; and

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Artist was selected by the City through [commissioning method or selection procedure] adopted by the City to [design, execute, fabricate and/or install] the Artwork, as described in Exhibit 1 in a public space located at _____ (hereinafter the “Site”); and

WHEREAS, the Artist and City wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1 Scope of Services

1.1 Artist’s Obligations

- a. The Artist shall perform all services and furnish [all supplies, material and/or equipment (specify if not all)] as necessary for the design and fabrication of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- b. The Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the City as set forth in this Agreement. To ensure that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and safety devices and procedures at the Site, the Artist’s proposal shall be reviewed and approved by the City or Commission, other applicable city departments such as the Department of Public Services and, where appropriate, the project architect to ensure compliance with these objectives.
- c. The Artist shall prepare the design concept and the corresponding budget described in Section 1.3 of this Agreement. The design concept shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved.
- d. Artist shall attend public information meetings with the general public, attend design and construction coordination meetings with City, general contractor, architect and other parties, as

appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of the Artwork.

- e. The Artist shall complete the fabrication of the Artwork by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement.
- f. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation and maintenance of the Artwork at the Site.
- g. The Artist shall arrange the transportation and installation of the Artwork in consultation with the City. If the Artist does not install the Artwork himself or herself, Artist shall supervise and approve the installation.
- h. Artist shall provide required insurance in amounts and limits specified in Article 6 and Exhibit 4.
- i. Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.
- j. Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.
- k. Artist shall provide photographic documentation of the Artwork.
- l. Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

1.2 City's Obligations

- a. The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- b. The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by Artist in order to perform.
- c. The City shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall explain any limitations imposed by such laws and/or regulations to the Artist.
- d. The City shall prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement. The City shall be responsible for [all expenses, labor and equipment (specify if not all)] to prepare the Site for the timely transportation and installation of the Artwork. The City shall complete the Site preparations by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement or shall contact the Artist in writing informing him or her of any delays.
- e. The City shall provide and install a plaque on or near the Artwork containing a credit to the Artist substantially in the following form: [Artist's name, date of publication].
- f. The City shall be responsible for leading the Artist through the required review process. The City shall be responsible for organizing and scheduling meetings with review entities, [listed here, for example, Public Art Team, boards, commissions, etc.] and for providing the Artist written instructions for the materials required at such meetings.

1.3 Design

- a. Concept/Schematic
 - i. The Artist submitted a design concept/schematic (the "Design") with an accompanying budget, pursuant to the City's Public Art Policy, which was (selected/approved) by the Public Art Team. The Design and Budget shall be attached to this Agreement as Exhibit 1 and Exhibit 2, respectively.
- b. Approval & Development Process

- i. The Artist followed the Approval and Development Process outlined in the City's Public Art Policy, obtaining required approvals in order to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, obtaining public input at public meetings and the ensuring the physical integrity of the Artwork or its installation at the Site.
- c. Design/Construction Documents
 - i. The Design will include: a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the placement of the Artwork at the Site and any site preparations that may be required by the City including, but not limited to, any changes or modifications to any utility system or structure of the Site as necessary.
 - ii. If applicable, the Artist shall prepare structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings shall indicate any risks involved in the construction, integration and maintenance of the Artwork, as well as any third-party subcontractors needed to work on the project.
 - iii. Where appropriate, the Artist shall present such drawings to a qualified engineer, licensed by the state and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artist shall provide the City with such a certification.
 - iv. Where appropriate, the Artist shall present the Design to a qualified conservator, who will make recommendations on the maintenance of the Artwork, and the Artist shall provide a written copy of the conservator's recommendations to the City.

1.4 Budget, Payment Schedule, Construction Schedule and Progress Reports

- a. Budget
 - i. The Artist shall prepare a budget, which shall include all goods, services and materials, with such costs itemized. The Budget shall be attached to this Agreement as Exhibit 2.
 - ii. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
 - iii. The Artist shall keep a log of the Artist's project hours and shall retain all original receipts pertaining directly to the project.
 - iv. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds unless the Artist previously obtained approval for such costs from the City.
- b. Schedule
 - i. The Artist shall notify the City of the tentative schedule for the fabrication and installation of the Artwork, including a schedule for the submission of progress reports and inspections, if any. The Schedule may be amended by written agreement.
 - ii. A schedule for the payment of budget installments is attached to this Agreement as Exhibit 3.

1.5 Fabrication Stage

- a. The Artist shall fabricate [and install] the Artwork in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the Public Art Team.
- b. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless the City disapproves. If the

Artwork is being constructed on site, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations. Prior to requesting authorization to transport and install the Artwork, the Artist shall be required to provide the City with a list of all workers or subcontractors and equipment to be used along with the hours of operation and the scope of work to be performed on site. All additional workers or subcontractors must provide proof of insurance prior to entering the site.

- c. The City shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice.
- d. If the City, upon review of the Artwork, determines that the Artwork does not conform to the Design or Revised Design, the City reserves the right to notify the Artist in writing of the deficiencies and that the City intends to withhold the next budget installment.
- e. The Artist will promptly cure the City's objections and will notify the City in writing of completion of the cure. The City shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the City's determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to the City within [_____] days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the City.
- f. The Artist shall notify the City in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site if the Artwork was fabricated off-site.
- g. The City shall inspect the Artwork within [_____] days after receiving notification pursuant to paragraph (f), prior to installation, to determine that the Artwork conforms with the Design and to give final approval of the Artwork. The City shall not unreasonably withhold final approval of the fabricated Artwork. In the event that the City does withhold final approval, the City shall submit the reasons for such disapproval in writing within [_____] days of examining the fabricated Artwork. The Artist shall then have [_____] days from the date of the City's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the City. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.
- h. The City shall promptly notify the Artist of any delays impacting installation of the Artwork. Any additional storage fees incurred as a result of such delays are the responsibility of the City. The Artist shall be required to inspect the Site prior to the transportation and installation of the Artwork and shall notify the City of any adverse Site conditions that will impact the installation of the Artwork which are in need of correction.

1.6 Changes to Design

- a. Prior to the execution of any change in the approved design, Artist shall present proposed changes in writing to the Public Art Team for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A significant change is any change which materially affects installation, scheduling, site preparation or maintenance of the Artwork or the concept of the Artwork as represented in the Design.
- b. If the Public Art Team approves the changes, the City shall promptly notify the Artist in writing. The Artist will also make the required presentations to the approval bodies [List here].
- c. If the Public Art Team disapproves of the changes, the City shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Design.
- d. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's cost of, or

time required for, performance of any services under this Agreement as a result of revisions made to the Design under Section 1.6(a). Any claim of the Artist for adjustment under this paragraph must be asserted in writing within _____ days after the date of the revision by the Artist.

1.7 Installation

- a. Upon the City's final approval of the fabricated Artwork, as being in conformity with the Design, the Artist shall deliver [and install] the completed Artwork to the Site in accordance with the schedule provided for in Section 1.4(b). Transportation fees shall be paid by the [____ indicate City or Artist].
- b. The Artist will coordinate closely with the City to ascertain that the Site is prepared to receive the Artwork. Artist must notify City of any adverse conditions at the Site that would effect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the City to ensure timely coordination with the City's construction team. Artist may not install the Artwork until authorized to do so by the City.
- c. The Artist shall be present to supervise the installation of the Artwork.
- d. Upon written acceptance of the installation, the Artwork shall be deemed to be in the custody of the City for purposes of Article 4 and Article 6 of this Agreement.
- e. Within 30 days after installation of the Artwork, the Artist shall furnish the City with five (5) high-resolution digital files in JPG format the of the Artwork as installed. The photographs must be labeled with the name of the Artwork and the date upon which the photograph was taken. The Artist shall also furnish the City with a full written narrative description of the Artwork.
- f. Prior to the installation of the Artwork, the Artist shall provide the City with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense. The City is responsible for the proper care and maintenance of the Artwork.

1.8 Approval and Acceptance

- a. The Artist shall notify the City in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design.
- b. The City shall promptly notify the Artist of its final acceptance of the Artwork within ____ days after the Artist submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in substantial conformity with the Design, and that the City confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork passes upon final acceptance and final payment.
- c. If the City disputes that all the services have been performed, the City shall notify the Artist in writing of those services the Artist has failed to perform within _____ days after the Artist submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the City.
- d. If the Artist disputes the City's determination that not all services have been performed, the Artist shall submit reasons in writing to the City within _____ days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain

with the City.

- e. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this section, the City shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).
- f. After final acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by the City and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork.
- i. During such public presentations by the Artist, the Artist shall acknowledge the City's role in funding the Artwork.
- ii. The City shall be solely responsible for coordinating public information materials and activities related to public presentations.

Article 2 Taxes

Any state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by the Artist in a timely fashion. The City shall report payments made to the Artist annually to the Internal Revenue Department in a 1099 statement.

Article 3 Term of Agreement

a. Duration

This Agreement shall be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the City under Section 1.8(b), or submission of final payment to the Artist by the City under Exhibit 3, whichever is later. Extension of time of performance hereunder may be granted upon the request of one Party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule under section 1.4(b)(i) (which is attached as Exhibit ____).

b. Force Majeure

The City shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

Article 4 Risk of Loss

The Artist shall bear the risk of loss or damage to the Artwork until the City's final acceptance of the Artwork under Section 1.8(b). The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The City shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control or supervision of the City or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

Article 5 Artist's Representations and Warranties

5.1 Warranties of Title

The Artist represents and warrants that:

- a) the Artwork is solely the result of the artistic effort of the Artist;
- b) except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- c) the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d) the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- e) the Artwork is free and clear of any liens from any source whatsoever;
- f) all Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
- g) the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- h) all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence;
- i) these representations and warranties shall survive the termination or other extinction of this Agreement.

5.2 Warranties of Quality and Condition

- a. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for [one] year after the date of final acceptance by the City under Section 1.8(b).
- b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.
- c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.7(f).
- d. If within [one] year the City observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.
- e. If after [one] year the City observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the City shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the City may seek the services of a qualified restorative conservator and maintenance expert.
- f. If within [one] year the City observes a breach of warranty described in this Section 5.2 that is not curable by the Artist, the Artist is responsible for reimbursing the City for damages, expenses and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the City accepted that it may occur, it shall not be deemed a breach for purposes of this Section 5.2 of this Agreement.

- g. Acceptable Standard of Display. Artist represents and warrants that:
 - i. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.
 - ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.
 - iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.
 - iv. Manufacturer's Warranties. To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to the City.
- The foregoing warranties are conditional, and shall be voided by the failure of the City to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards. If the City fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

Article 6 Insurance

6.1 General

- a. The Artist acknowledges that until final acceptance of the Artwork by the City under Section 1.8(b), any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist's Artwork, regardless of where such loss occurs.
- b. Terms for the procurement and duration of insurance are provided in Exhibit 4.
- c. Required insurance policies are described in Exhibit 4.

6.2 Indemnity

Artist shall indemnify, protect, defend and hold harmless the City and its subdivisions, officials, employees and agents (each a "Covered Person") from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) ("collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist; or (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Artist. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Covered Party and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that its obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist.

Article 7 Ownership and Intellectual Property Rights

7.1 Title

Title to the Artwork shall pass to the City upon the City's written final acceptance and payment for the Artwork pursuant to Section 1 and Exhibit 5. Artist shall provide the City with a Transfer of Title in substantially the form attached hereto as Exhibit 5.

7.2 Ownership of Documents

One set of presentation materials prepared and submitted under this Agreement shall be retained by the City for possible exhibition and to hold for permanent safekeeping.

7.3 Copyright Ownership

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright.

7.4 Reproduction Rights

- a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate [three]-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.
- b. The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner.
- c. All reproductions by the City shall contain a credit to the Artist in substantially the following form: [Artist's name, date of publication].
- d. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to the City in substantially the following form: "an original Artwork commissioned by and in the public art collection of the City."
- e. The Artist shall, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Artwork in the Artist's name.
- f. If the City wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.
- g. Third Party Infringement. The City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

Article 8 Artist's Rights

8.1 General

- a. The Artist retains all rights under state and federal laws including §106A of the Copyright Act of 1976.
- b. The City agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist.
- c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the City shall remove the identification plaque and all attributive references to the Artist at its own expense within [_____] days of receipt of the notice. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

8.2 Alterations of Site or Removal of Artwork

- a. The City shall notify the Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Artwork. The City shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The City shall make a reasonable effort to maintain the integrity of the Artwork.
- b. The City agrees not to arbitrarily remove or relocate the Artwork without first making a good faith effort to contact the Artist. The Artist shall not unreasonably withhold approval of removal or relocation of the Artwork. Should the Artist agree to such removal or relocation, the Artist shall provide the City with written handling instructions. In the event that the Artist is deceased or unable to otherwise give the Artist's consent, the current owner of the copyright of the Artwork shall not unreasonably withhold permission, keeping in mind the intentions of the Artist at the time of commission and fabrication.

Article 9 Permanent Record

The City shall maintain on permanent file a record of this agreement and of the location and disposition of the Artwork.

Article 10 Artist as an Independent Contractor

The Artist agrees to perform all Artwork under this Agreement as an independent contractor and not as an agent or employee of the City. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the City with the power to bind in any manner. The Artist shall provide the City with the Artist's Tax Identification Number and any proof of such number as requested by the City.

Article 11 Nondiscrimination

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

Article 12 Assignment of Artwork

The Artwork and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the City. The City shall have the right to assign or transfer any and all of the City's rights and obligations under this Agreement, subject to the Artist's consent, if ownership of the Site is transferred; if the Artist refuses to give consent, this Agreement shall terminate.

Article 13 Termination

- a. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating Party in writing not less than [_____] days prior to the effective date of termination.
- b. The City may terminate this Agreement without cause upon [_____] days written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3 of this Agreement.
- c. If either Party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have [_____] days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.
- d. If the Artist defaults [for cause other than death or incapacitation], the Artist shall return to the City all funds provided by the City in excess of expenses already incurred. The Artist shall provide an accounting. All finished and unfinished drawings, sketches, photographs and other Artwork products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. The City shall retain the right to have the Artwork completed, fabricated, executed, delivered and installed. However, the Artist shall retain the copyright in the Artwork and all rights under Article 7 and Article 8.
- e. If the City defaults, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. The City shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3. The Artist shall retain possession and title to the [studies, drawings, designs, maquettes and models] already prepared and submitted or prepared for submission to the City by the Artist under this Agreement prior to the date of termination.
- f. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

Article 14 Death or Incapacity

If the Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Article 13. However, nothing in this Article shall obligate the City to accept the Artwork.

- a. In the event of incapacity, the Artist shall assign the Artist's obligations and services under this contract to another artist provided that the City, in the City's sole discretion, approves of the new artist.

Alternatively, the City may elect to terminate this Agreement. The Artist shall retain all rights under Article 7 and Article 8. The Artwork and any reproductions thereof shall contain a credit to the Artist in substantially the following form: [Artist's name, date of publication].

b. In the event of death, this Agreement shall terminate effective the date of death. The Artist's heirs shall retain all rights under Article 6 and Article 7. The Artist's executor shall deliver to the City the Artwork in whatever form or degree of completion it may be at the time. Title to the Artwork shall then transfer to the City. However, the Artwork shall not be represented to be the completed Artwork of the Artist unless the City is otherwise directed by the Artist's estate.

Article 15 Notices and Documents

Notices required under this Agreement shall be delivered personally or through the [registered or certified mail, return receipt requested] mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a Party:

For the City: City of Newburyport
60 Pleasant St.
Newburyport, MA 01950

For the Artist: [Artist]
[mailing address]
[City, State, Zip]

Notice shall be deemed effective on the date personally delivered or, if mailed, [three (3) days] after the postmarked date.

Article 16 Waiver

The Parties agree that a waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

Article 17 Audit

The City shall maintain records of all documents, notices, checks, and other records required or produced under this Agreement or related thereto. The Artist agrees to the maintenance of such records for archival purposes. Such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by [the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers]. Copies of such documents shall be provided to the City for inspection when it is practical to do so. Access to such records and documents shall also be granted to any Party authorized by the Artist, the Artist's representatives, or the Artist's successors-in-interest. The City will comply with any open records law applicable to these records.

Article 18 Conflict of Interest

The Artist and the City shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 19 Arbitration

If, during the creation of the Artwork, its installation and subsequent existence, either Party breaches this Agreement, each Party agrees to submit to arbitration upon the request of the other provided that the breach is not cured within a reasonable time under paragraph (c) of Article 13.

If an ambiguity arises regarding this Agreement upon which the parties cannot agree or a dispute arises as to the completion of a provision, the Parties shall submit to [arbitration] [mediation].

Each Party agrees to be responsible for its own attorney’s fees except as otherwise provided by statute.

Article 20 Amendments

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

Article 21 Conflicts of Law

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of Massachusetts, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

Article 22 Choice of Law

This contract shall be governed by the laws of the State of Massachusetts both as to interpretation and performance.

Article 23 Entire Agreement

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

For City:

For Artist:

Name

Name

Title

Title

Date

Date

Exhibit 1 Description of the Artwork

[This exhibit should provide a detailed narrative describing the proposed artwork with explicit detail regarding the overall form or design, scale, dimensions, color, and surface treatment of the Artwork.]

Exhibit 2 Artwork Budget

[The estimated budget for the proposed artwork should be inserted here. The following sample budget worksheet is a guide to some of the costs the budget might include.]

SAMPLE BUDGET WORKSHEET

The following sample budget worksheet is intended to assist artists in planning and developing an estimated budget for public art projects. The following worksheet is intended as a guide only and is not necessarily inclusive of all costs which may be incurred when undertaking a public art project. Not all costs listed will pertain to every project. A contingency of ten percent (10%) of the project total is highly encouraged to cover unexpected costs. The artist's fee is generally 15%–20% of the total project budget for design and fabrication projects. This fee may vary based on the actual work undertaken by the artist and according to the experience and reputation of the artist.

The fee is generally intended to cover the creative work of the artist in developing the project concept. The fee is separate from and does not cover the artist's labor if the artist is responsible for fabrication of the project. Eligible project costs may vary from program to program.

ARTIST FEE (suggested 15%–20% of total project budget)

FINAL DESIGN DEVELOPMENT

Includes final proposal, engineering and/or architectural documents, budget and schedule. Hourly fee for design
Engineering

TRAVEL

Airfare, Car Rental, Per Diem

INSURANCE

(not all insurance is required for each project)

Artwork, Inland Marine, General Liability

Workers' Compensation

Automobile/Hired Vehicle

PROFESSIONAL CONSULTANT FEES

Architect, Structural Engineer, Electrical Engineer, Conservator, Other

(Consultants must be licensed in the State of Massachusetts)

ADMINISTRATIVE EXPENSES

Shop Drawings and Contract Documents, Studio Costs

Supplies, Project Documentation

MATERIALS AND SUPPLIES

(itemize all anticipated aspects and components with per unit and total cost estimates)

FABRICATION COSTS

(include and itemize all portions of subcontracted work and work to be completed by artist)

SITE PREPARATION

(do not include costs covered by the City or others)

TRANSPORTATION

Materials and finished work to the site Storage

Other

INSTALLATION COSTS

Labor

Equipment (crane, scaffolding, or other) Base or Mounting Devices and Components Traffic Barricades/Control

Off-duty police

Landscaping, Site Restoration

Electrical modifications

ADDITIONAL LIGHTING

Design Fixtures Bulbs

Site Preparation, Installation

PERMITS AND TAXES

Sales Tax, Use Tax

Permits

OTHER COSTS CONTINGENCY

(suggested 10% of project total)

TOTAL

Exhibit 3 Payment Schedule

Payment Schedule

The City shall pay the Artist a fixed fee of \$_____, which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and materials provided prior to payment thereof:

- a. _____ upon the execution of this Agreement, recognizing that the Artist will invest time and expense in preparing the Design as set forth under Section 1.3;
- [b. _____ upon submission of the Design as set forth under Section 1.3;]
- [c. _____ upon the City's notification to the Artist of its approval of the Design as set forth under Section 1.3;]
- d. _____ within _____ days after the Artist notifies the City that the Artwork is fabricated and ready for delivery and installation at the Site as set forth under Section 1.5(f);
- [e. _____ within _____ days after the Artist provides the City with photographic documentation and written instructions for the maintenance and preservation of the Artwork as set forth under Section 1.7(e) and (f).]
- f. _____ upon [or within _____ days after] final acceptance of the Artwork by the City as set forth under Section 1.8(e).

Exhibit 4 Insurance

Insurance – General

- a. The Artist shall procure and maintain for the duration of this Agreement, at the Artist's expense, insurance in the kinds and amounts as provided in this Exhibit 4 with insurance companies authorized to do business in Massachusetts. The required insurance shall cover the Artist's employees, agents, contractors or subcontractors. The City, its officials, employees, agents and contractors shall be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.
- b. The duration of the general liability insurance described in Exhibit 4 shall extend for ____ years after the termination of this Agreement.
- c. The Artist and the Artist's subcontractors' insurance coverage shall be the primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the Artist's or the Artist's subcontractors' insurance and shall not contribute with the Artist's or the Artist's subcontractors' insurance. The coverage shall state that the Artist's or the Artist's subcontractors insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Prior to undertaking any Artwork under this Agreement, the Artist, at no expense to the City, shall furnish to the City a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in Exhibit 4. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current and the Artist must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that the Artist has obtained insurance in the type, amount, and classification as specified in Exhibit 4 and that no material changes, cancellation, suspension or reduction in limits of insurance shall be effective except after [30] days prior written notice to the City. Each certificate shall indicate that the subcontractors are additional insureds or the Artist shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the parties as additional insureds.
- e. Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Artist shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in the amount of \$[_____].
- f. Despite any changes to or cancellation of insurance, the Artist remains responsible for maintaining the required insurance coverage for the duration of the Agreement.
- g. Failure of the Artist to comply with any of the terms of this Article 6 shall be considered a material breach of this Agreement and cause for its immediate termination.

Insurance Policies

- a. Commercial General Liability insurance policy, written on an occurrence form, including all the usual coverages known as:
- i) premises / operations liability
 - ii) products / completed operations
 - iii) personal / advertising injury
 - iv) contractual liability
 - [v) broad-form property damage]
 - [vi) independent contractor's liability]
- Said policy must provide the following minimum coverage:
- i) \$[1,000,000] combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii) \$[1,000,000] annual aggregate
- b. Automobile liability insurance policy, including coverage for owned, non-owned, leased or hired vehicles, providing the following minimum coverage:
- i) bodily injury liability of \$[50,000] for each person,
 - ii) \$[300,000] per occurrence,
 - iii) property damage liability of \$[25,000] for each occurrence.
- The Artist agrees to keep in good standing a valid driver's license at all times, where appropriate, during the term of this Agreement.
- [c. Transportation/Cartage insurance all-risk. Coverage must include loading, transportation and unloading of the Artwork. If the Artwork is to be loaded, transported or unloaded by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of loading under Exhibit 3.]
- [d. All Risk Installation insurance which covers physical damage to or destruction of the Artwork. If the Artwork is to be installed by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of the beginning of installation of the Artwork under Exhibit 3.]
- [e. Worker's Compensation and Employers' Liability insurance in accordance with the statutory requirements of the State of _____ providing coverage for any and all employees of Artist. The Artist shall require all subcontractors to carry this coverage also. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be \$[100,000]. If, however, the Artist does not have any employees as defined by state statutes and regulations and does not wish to cover himself or herself for Worker's Compensation, the Artist shall sign the following statement:

["I, do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Worker's Compensation insurance coverage and, therefore, am signing this statement in lieu of providing the above require Worker's Compensation coverage."]

(Artist's signature)

(Print Artist's name)

Exhibit 5Transfer of TitleSTATE OF MassachusettsCOUNTY OF Essex

TRANSFER OF TITLE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to the City of Newburyport, its assigns and successors, all right, title and interest in the ownership of the Artwork commissioned by Agreement of _____ and as described therein.

Title: _____.

Location: _____.

IN WITNESS WHEREOF, Artist has executed this written transfer of title on this the ____ day of ____, 20__.

WITNESS_____
ARTIST_____
ADDRESS

Sworn to and subscribed
before me this ____ day
of _____, 20__.

SOC. SEC. NO. _____

NOTARY PUBLIC

My Commission Expires: _____

(NOTARY SEAL)

APPENDIX E: SAMPLE DONATION AGREEMENT

City of Newburyport [Sculpture] Donation Agreement

Agreement made this _____ day of _____, 20__ by and among the City of Newburyport and _____ (the “Donor”) whose address is _____.

Whereas the Donor intends to donate a [sculpture] by the Artist _____ entitled “_____” (hereinafter the “Artwork”, a photograph of which is attached hereto as Exhibit A) as part of the permanent collection of public art to be owned by the City of Newburyport and displayed in [City Park] or at another location in accordance with the provisions of this Agreement as specified below in “Display of Artwork,” and the City of Newburyport has agreed to accept this gift;

Now therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Care and Maintenance of the Artwork:** The City of Newburyport shall provide for the care and maintenance of the Artwork as necessary.
2. **Insurance:** The City of Newburyport agrees to insure the Artwork with an insurance value of \$_____ based on documentation provided by the Donor.
3. **Display of Artwork:** The City of Newburyport agrees to display the sculpture in a public location at _____. In the future, if in the sole judgement of the City, the Artwork requires relocation, the City shall notify the Donor of its intention to move the Artwork. The Artwork may not be sold.
4. **Plaque/Sign:** The City shall arrange for a permanent plaque regarding the Artwork to be displayed with the Artwork wherever the Artwork may be located.
5. **Indemnification:** The City of Newburyport shall indemnify and hold harmless the Donor and the Artist from and against any loss, cost, damage, expense and/or claim for personal injury or other injury arising from exhibition of the Artwork in the City of Newburyport, including, without limitation, costs of defense and reasonable attorneys’ fees. The parties hereto acknowledge that G.L. c.21, Section 17C protects a property owner, manager, or agent from liability for negligence where the public is permitted to use the land for recreational or educational purposes without paying a fee.

6. **Theft, Damage or Destruction of the Artwork:** In the event the Artwork is stolen, lost, vandalized, damaged or destroyed, the City shall attempt to use available insurance payments to repair or replace the Artwork with a work of art of comparable stature and value.
7. **Publicity and Public Information:** Any online or promotional material about the Artwork should include a reference to the Donor as follows: “_____’s [sculpture] _____ was permanently gifted to the City of Newburyport in _____ by the generous donation of _____.”
8. **Photographs and other Media or Reproductions.** The City may use photographs, video or film and written information of and about the Artwork. The Artwork cannot be sold in any digital, printed or online form without written permission from and compensation to the Artist.
9. **Claims, Disputes and Controversies:** The headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties submit to the jurisdiction of the courts of the Commonwealth of Massachusetts, specifically the Superior Court of Essex County, Massachusetts for all matters arising under this Agreement, and by their signatures, the parties agree to specifically exclude all other jurisdictions and venues as a choice of forum for all disputes connected to or arising from this Agreement and relationship. All claims, disputes and controversies arising out of or in relation to the performance, interpretation, application or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration. All mediation shall be held in Essex County, Massachusetts and the parties agree to specifically exclude all other jurisdictions and venues as a choice of forum for all disputes connected to or arising from this Agreement and relationship. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but, if any such provision is held to be prohibited or invalid, such provision will be ineffective only to the extent of such prohibition invalidity, without invalidating the remainder of the Agreement. This agreement contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, promises or warranties other than as set forth herein. All additional promises or warranties must be agreed to by the parties and attached in writing to this Agreement.

Donor(s)

Signature(s) _____

Name(s) (type or print) _____

Date _____

Address _____

Telephone _____

Email _____

Artist

Signature _____

Name (print or type) _____

Date _____

Public Art Team

Chair signature _____

Name (print or type) _____

Date _____

City of Newburyport

Mayor's signature _____

Name (print or type) _____

Date _____

END OF CONSENT AGENDA

BEGINNING OF REGULAR AGENDA

COMMUNICATIONS



Chris Johnston
President

April 5, 2023

Lisa Wetenkamp
Vice President

Mr. Bruce Vogel
Chairperson, Permits and Licensing Committee
Newburyport City Council
60 Pleasant Street
Newburyport, MA 01950

Shauna Pieniazek
Clerk

Dear Mr. Vogel and members of the Permit and Licensing Committee,

Board of Directors
Debra DeVecchio
Lois Honegger
Tom Hopp
Kristen Jackman
Michelle Miakos
Louis Rubenfeld

Over the past couple of weeks, I met with Dave Tucker of Harnum Industries out of Salisbury, MA and, separately, Walter Lowell of Newburyport Towing Services. Below is an outline of both conversations:

Harnum Industries

In this conversation, I was supplied with two different solutions:

Staff

John Moynihan
Executive Director

Christine Stover
*Director of Operations
and Administration*

Justin Knowlton
*Associate Artistic
Director*

1. Using a forklift, the Shanties would be loaded onto a "tagalong" trailer and transported to the Pop Up (Shell) Park. The truck and trailer would pull into the NRA West Lot and unload behind the line of cars nearest the payment kiosk. They would then be removed from the trailer and placed in location via the same forklift. It is estimated that the movement process will take a minimum of four hours and should have limited impact within the NRA West Lot.

2. Using a crane truck, the Shanties would be loaded onto a flatbed and then transported over to the NRA West Lot to unload. The crane truck would require that the parking area directly behind the Pop Up (Shell) Park be blocked off for the duration of the move. This would impact the Handicapped Parking spaces in the NRA West Lot.

Newburyport Towing

This option would require removing the two Handicapped Parking signs located in the NRA West Lot along with blocking off those spaces and the first three spaces in the parking line closest to the payment kiosk. While it could be done, this would be the most difficult application.

I appreciate the opportunity to return to the Permits and Licensing Committee with some additional information around the delivery and installation of the Shanties. In my opinion, the most logical option would be using the forklift supplied by Harnum Industries.

Sincerely,
John Moynihan
Firehouse Center for the Arts

Ad Hoc Market Landing Park, Operations Phase

Purpose:

The purpose of the Ad hoc 2.0 is to manage the steps necessary to finalize Market Landing Park construction and a post-construction governance structure.

Goals:

- Assure residents have a seamless experience during park construction
- Clarify difference between Market Landing Park and remaining Newburyport City owned parks
- Create an efficient operational model for the Market Landing Park in which the efforts of City and WFT are not duplicated
- Assure the Market Landing Park is financially sustainable
- Minimize disruption to the parking areas while park is under construction.

Facts:

- Market Landing Park is covered with an Article 97 protection
- Sasaki, landscape park designer chosen by the Ad Hoc Market Landing Committee, has completed the park design and delineated the design in phases to support a financially feasible park construction process.
- Newburyport City Council approved a \$3 million dollar CPA bond to support Phase 1 construction of the park.

Ad Hoc goals for 2023

1. Review Waterfront Trust documents
 - a. Review Ad Hoc Resolution from 2018 and subsequent Home Rule petition.
 - b. Explore the process for changing the Trust documents
 - c. Explore what changes may be palatable for all stakeholders
2. Explore governance structure
 - a. Explore what land ownership can/should look like between City/Trust
 - b. Explore relationship between Trust and City for operations, maintenance, and decision-making (e.g. events).
3. Park Finances and operations
 - a. Pro Forma for park finances
 - i. Review current waterfront finances (e.g. parking, events, etc.)
 - ii. Review current agreements (e.g. short-term maintenance agreements)
 - iii. Naming rights for park structures, seating areas and vegetation
4. Temporary operations/finances during anticipated construction and future phases
5. Next Phase Park Construction
 - a. Oversee the completion of the Designs of Phase 2 and Phase 3
 - b. Make recommendations to full council for approvals of designs.
6. Submit written final report outlining findings and recommendations to the city council by November 2023

Membership:

5 City Councillors (voting members)

- Councillor Shand
- Councillor Zeid
- Councillor McCauley
- Councillor Preston
- Councillor Carmeron

Planning Director Port

Finance Director Manning

Parking Clerk Jones

2 Members of the Waterfront Trust

Settlor Representative

Mayor (or designee)

Newburyport Parks Manager, Mike Hennessey

March 30, 2023

Honorable Mayor and City Council members:

I am writing to you as a very long-time citizen of Newburyport.

There is a very old adage that states: "If it isn't broken, don't fix it." Granted, "the city", whether it is determined to be the responsibility of the Department Head, Mayor or City Council, has the responsibility to look into alleged corruption and keep its citizens abreast of any wrongdoing via open meeting laws. One would also assume that the City Solicitor, Unions, etc. would have the responsibility to provide guidance to go forward in any litigious matters should they so deem. As we all know, legal processes go forward always giving all parties legal rights and judgements based upon law, facts, and past practice. Specifically, my particular concerns lay with the proposed City ordinance, ODNC 129, which Defines the Conflict Rule for Department Heads (COTW): "Department Heads are prohibited from serving on board of directors or in any position of any Assoc, External organization (profit or non-profit organization that participates in fundraising activities in support of City departments." This seems inconsistent with the operational principles of the City of Newburyport, which puts forth its first financial policy and objectives as "...operational principles that minimize the cost of government consistent with services desired by the public..."

So, in fact, our schools receive thousands of dollars through fundraising. It is my understanding that such fundraising has gone forward with the historical participation of City Department Heads -- acting or otherwise. Has this practice resulted in an adverse affect on our school children, our citizenry or our educational system? It appears not. Is this also the historical case with our libraries? In the case of the relationship of at least two Council on Aging (COA) Directors (one present and one past Director), both have been lauded for their contributions to the City and its senior citizen constituency for addressing needs such as food insecurity, tax assistance, medical needs, insurance, etc. Both Directors have been strong advocates in making supplemental funds available through a Friends group by describing such needs, maintaining privacy, and helping to bring joy when joy is difficult to muster. Senior citizens constitute a healthy voting bloc of Newburyport residents, so much so that

810f3

they have partnered with a Department Head and with our younger community, with a Friends group, and with our elected and appointed officials, all very concerned and circumspect. They have all enabled the establishment of a now renowned Senior / Community Center that brings people together and instills pride across our entire community.

All of our City's accomplishments -- be they in our schools, libraries or the Council on Aging -- are supported by and achieved through partnerships that city officials and residents alike point to with justifiable pride.

I ask that you consider the meaning of ex officio service on a board. For example, in the case of the Council on Aging, current and former Directors' board participation has been ex officio, meaning that by long-standing accepted definition they have no voting privileges and cannot participate in executive sessions. In the case of the COA, the Director provides the Friends group with informed insights and perspectives on particular needs with which the Friends group may elect to assist. Friends board members are volunteers who gather to support an organization in a time-limited, part-time capacity. While a department head/ex officio member may make general needs known -- for financial consideration for example -- privacy is maintained.

Additionally, the COA Friends group can work not only within the context of its bylaws to raise funds, but also to work to put forward the mission of COA Friends fundraising. A recent activity at the Senior / Community Center was the Spring Fling that brought well over a hundred people into the Center through the partnership between COA leadership and staff, Friends, and numerous volunteers. Its goal was to educate, inform and entertain, providing for a period of joy, for relaxing with old and new-found friends while learning about climate change and Center activities. Through the kindness and collaboration of the local HUB, the entire community has been able to benefit and appreciate the value of COA leadership and of the Center itself. The whole community benefits from the collaboration between the Council on Aging leadership and participants, many, many volunteers, and the Friends group.

Would the ordinances proposed by the City Council stifle the opportunity for such collaborative

820f3

activities? In this case, attendees or presenters may choose to not only participate, but also to donate time, money or in-kind goods / services to the COA or to the Friends in order to further the efforts of the Department.

Participation is accomplished in other ways. The COA Friends group recently celebrated its anniversary in spite of COVID-19 restrictions via a public, Zoom-based Annual Meeting. During the Zoom meeting, numerous City officials, including Mayors and City Councilors (past or present) reminded Newburyport citizenry of their pride in being part of a monumental participatory effort to help our city grow for seniors and all citizens who utilize the Senior / Community Center. These were and continue to be positive collaborative efforts for our community.

In my recent memory, in every year, the Mayor or a City Councilor has participated in the COA Friends group Annual Meeting along with the Council on Aging Director to describe what has been accomplished, to address the needs of their ever-growing senior population, and to listen to goals designed to address additional needs. Such cooperation and collaboration has a long standing history in Newburyport. This is for good and not to the exclusion of very welcomed constructive input, feedback or criticism be it through those in the city whose jobs involve providing oversight for such matters or through such government agencies as the IRS or Commonwealth departments. Everything referenced above has been communicated publicly via newsletters, media coverage, Zoom or in-person Annual Meetings, and direct mail.

I would ask each of you to remember that our institutions will long outlive all of us and hopefully we all will leave a legacy of positive collaboration. Good efforts thrive through productive partnerships and the collaboration of many. In common parlance, I ask you to not "throw out the baby with the bath water", and to reject ODNC 129 as a City Ordinance, and to continue the "board" participation of City Department Heads with Friends groups as ex officio members.

Sincerely, a concerned citizen

Patricia McGrath
Patricia McGrath
Ward 3

ORDERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 10, 2023

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

THAT the City Council of the City of Newburyport hereby approves a perpetual Preservation Restriction (PR) between the SOCIETY FOR THE PRESERVATION OF NEW ENGLAND ANTIQUITIES, D.B.A. HISTORIC NEW ENGLAND, a Massachusetts charitable corporation having an address at Harrison Gray Otis House, 141 Cambridge Street, Boston, Massachusetts 02114-2702 and Thomas and Linda Kolterjahn, trustees of the KOLTERJAHN FAMILY NOMINEE TRUST OF 2002 for the property located at 64 Federal Street (Daniel Plumer House); and

Further, that the Mayor of the City of Newburyport, the City Council President and City Clerk are hereby authorized to sign the subject Preservation Restriction, as may be required and to act on behalf of the City and enter into any and all instruments in accordance with Massachusetts General Laws Chapter 184 and to take any other actions necessary to execute this acceptance and the associated Preservation Restriction accordingly.

Councillor Edward C. Cameron, Jr.

Historic New England

Mission Statement

We save and share New England's past to engage and inform present and future generations.

Our Vision

Historic New England will be a more public institution by becoming the national model for care of regional heritage buildings, landscapes, and collections and for the sharing of these resources to benefit diverse audiences.





Short House
Newbury, MA



Seddon Tavern
Newbury, MA



Thomas Emery House
272 High Street, Newburyport, MA



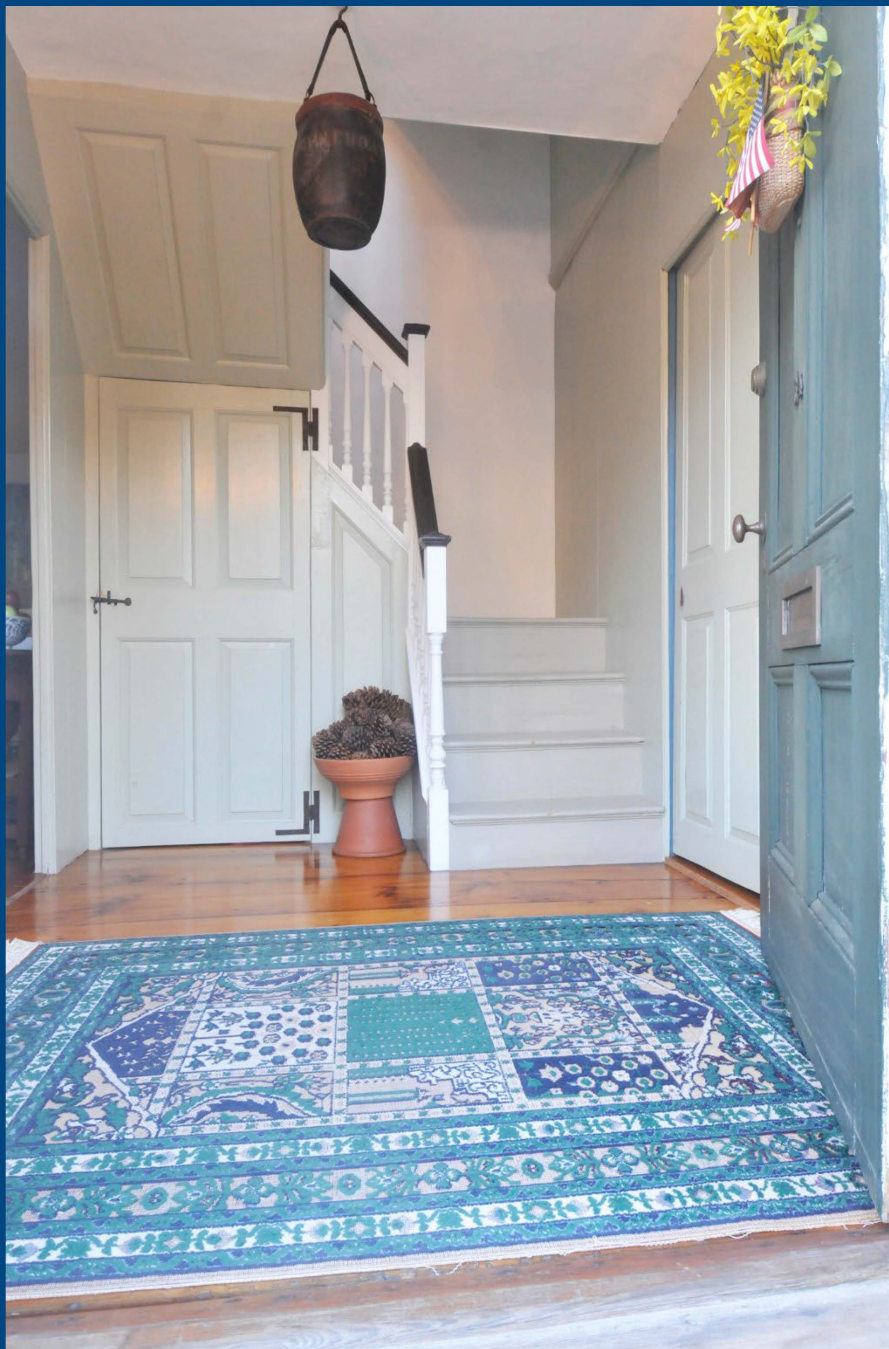
Daniel Plumer House

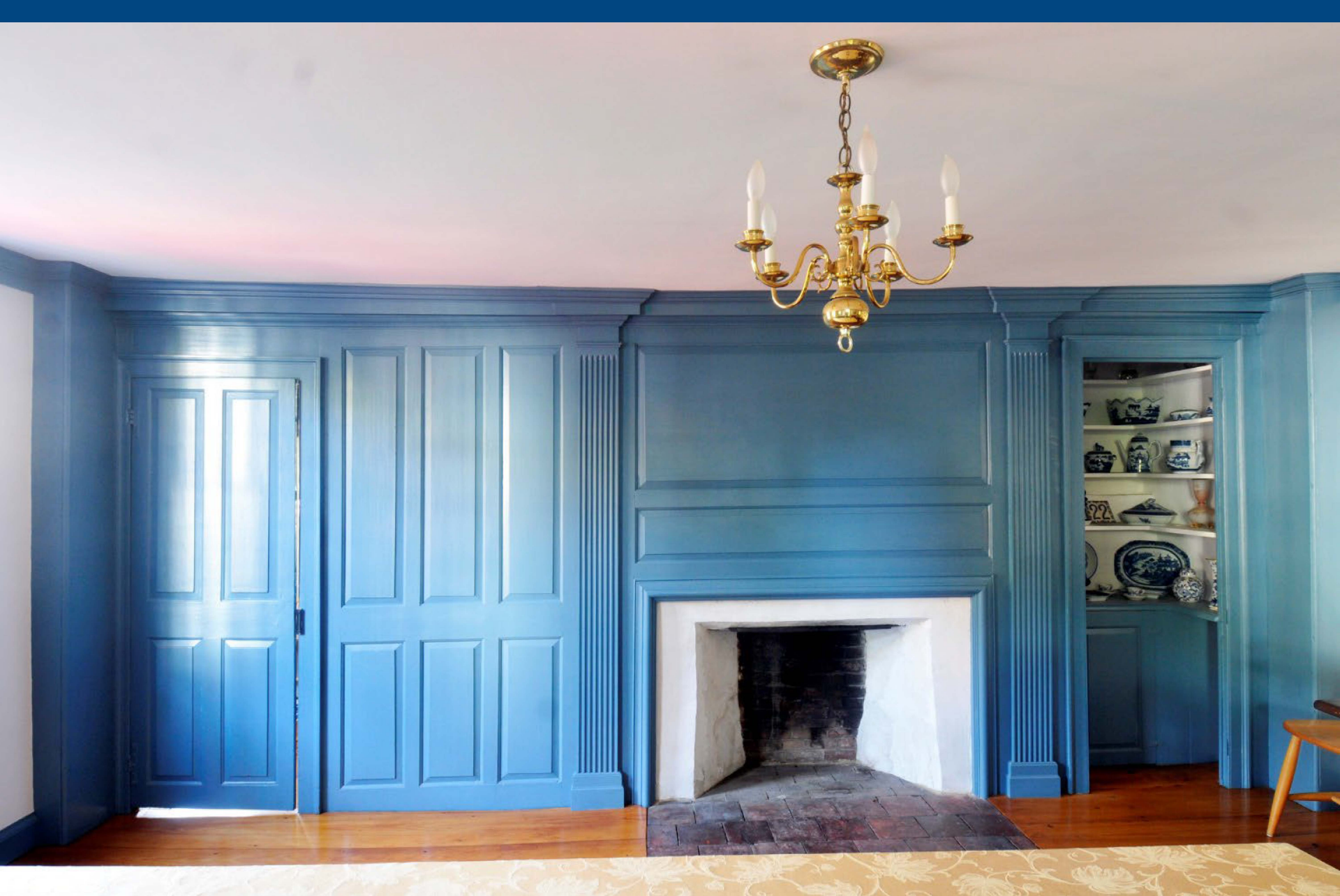
64 Federal Street (also 53 Temple Street)
Newburyport











HISTORIC[®]
NEW ENGLAND

Defining the past. Shaping the future.





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Defining the past. Shaping the future.





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NEW ENGLAND

Defining the past. Shaping the future.



CITY OF NEWBURYPORT
HISTORICAL COMMISSION
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4400
WWW.CITYOFNEWBURYPORT.COM

27 March, 2023

To: Newburyport City Council

Re: Proposed Preservation Restriction on 64 Federal Street

Dear President Shand and Newburyport City Councilors:

The Newburyport Historical Commission (NHC) has been informed of the proposal to execute a preservation restriction on the structure or property at 64 Federal Street in Newburyport, and it is our understanding that the approval of the council is required in order for such a restriction to be made perpetual rather than having a set expiration date. The NHC has reviewed the proposal and has voted unanimously its full support it, and hopes that it will be received favorably by the council. This restriction is to be between the property owners and Historic New England, and therefore does not impose any burden, financial or otherwise, upon the City.

The structure is one of the best-preserved examples of a mid-18th century residence extant in the city. As such, it is an outstanding contributor to the architectural and cultural history of our City, harkening back to a period of prosperity enjoyed in Newburyport before the "Great Fire of 1811" and the War of 1812.

The owners have invested their own resources not only for the drafting of this legal document, but also a very considerable amount of time, effort and money, spent over many years, for the restoration and rehabilitation of the structure. The commission thanks and commends the owners for their devotion to preservation and stewardship of this tangible artifact of our past and the story it tells.

We hope the Council will agree with our assessment and vote to approve the preservation restriction.

Sincerely,

Glenn Richards, Chair
Newburyport Historical Commission
(via email)

PRESERVATION RESTRICTION AGREEMENT

SOCIETY FOR THE PRESERVATION OF NEW ENGLAND ANTIQUITIES

The Parties to this Preservation Restriction Agreement (this "Agreement") are the **SOCIETY FOR THE PRESERVATION OF NEW ENGLAND ANTIQUITIES, D.B.A. HISTORIC NEW ENGLAND**, a Massachusetts charitable corporation having an address at Harrison Gray Otis House, 141 Cambridge Street, Boston, Massachusetts 02114-2702, (hereafter "Grantee") and Thomas and Linda Kolterjahn, trustees of the **KOLTERJAHN FAMILY NOMINEE TRUST OF 2002 u/d/t dated May 13, 2002 and recorded with Essex South Registry of Deeds, Book 20544, Page 345** having an address at 64 Federal Street, Newburyport, Massachusetts, 01950-2802 (herein together with their heirs, successors, administrators and assigns called "Grantor").

RECITALS

Grantor is the owner in fee simple of certain property known as the Daniel Plumer House located at 64 Federal Street, Newburyport, Massachusetts, which includes certain premises consisting of approximately 3,050 square feet of land, being more particularly described in Exhibit A attached hereto and in that certain deed (the "Deed"), recorded with the Southern Essex Registry of Deeds (the "Registry") in Book 20544, Page 349 together with all improvements thereon (the "Premises"). The Premises are also shown in the photographs and diagrams attached as Exhibits B and C hereto. The building protected by this Agreement consists of the Daniel Plumer House (the "Plumer House") as labeled and more particularly shown in Exhibits B and C.

Grantee is a charitable corporation created in 1910 and exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code. By its Articles of Organization and By-Laws, Grantee is authorized to create, impose, accept and enforce preservation restrictions to protect sites and structures historically significant for their architecture, archaeology or other associations.

The Daniel Plumer House is historically significant and worthy of preservation. The first recorded ownership of the house was by Daniel Plumer, a joiner. He and his family occupied the dwelling only briefly before selling it in 1777 to Edmund Swett, who is credited with the Plumer House's two major expansions. Swett built a ropewalk on the opposite side of Federal Street from the Plumer House. The ropewalk earned him a small fortune, which he enhanced through the purchase of several trading ships. Shortly after the Great Newbury Fire of 1811, Swett added the brick addition to the north elevation of the house presumably to house an office. When the War of 1812 ruined Edwin Swett, the property went to his creditors and thus began several decades of rapidly shifting multi-family occupation of the house, sometimes by tenants,

sometimes by owners and extended families. As a multi-family property, the Plumer house has also historically used 53 Temple Street as an alternative address to 64 Federal Street. The house was purchased by the current owners in 1973. In recognition of these qualities, and because of its architectural, historical, and cultural significance, the Daniel Plumer House is a contributing property to the Newburyport Historic District listed in the National Register of Historic Places on August 2, 1984, and is listed in the State Register of Historic Places.

The Daniel Plumer House is comprised of a two-and-a-half-story, five-bay southeast facing main block (the "Main Block") that dates to the 1730s. Attached to the west half of the northwest elevation is a southwest facing three-bay two-story gambrel-roofed ell (the "Ell") with a separate entry that faces southwest onto Temple Street. A two-story, three-bay brick addition (the "Addition") to the original house was added to the east half of the northwest elevation at the end of the eighteenth century. Attached to the northwest elevations of the Addition and the Ell is a two story extension (the "Extension") which dates to the 1930s.

Massachusetts General Laws, Chapter 184, Sections 31-33, authorizes the creation and enforcement of preservation restrictions appropriate to the preservation of a site or structure for its historical significance and for its natural, scenic and open condition.

Grantor and Grantee recognize the historic, architectural, cultural, scenic and aesthetic value and significance of the Premises, and have the common purpose of conserving and preserving the aforesaid value and significance of the Premises. To that end, Grantor desires to grant to Grantee, and Grantee desires to accept, the Preservation Restrictions set forth in this Agreement, pursuant to Massachusetts General Laws, Chapter 184, Sections 31-33.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, release and convey to Grantee, its successors and assigns this Preservation Restriction Agreement in perpetuity, in and to the Premises, as follows.

1. RECITALS, DEFINITIONS AND EXHIBITS.

1.1 Recitals. The parties acknowledge that the recitals set forth above are true and correct and are hereby made a part of this Agreement.

1.2 Definitions.

1.2.1 "Addition." "Addition" shall mean and include all construction attached to the Plumer House in any way, and any subsequent construction that attaches to any such addition, including, without limitation, a deck, porch, ramp, stair or landing.

1.2.2 "Structure." "Structure" shall mean any combination of materials assembled at a fixed location to give support or shelter, including, without

limitation, a building, deck, ramp, arbor, trellis, sign, paving, fencing, walls, game courts, swimming pools and poles (utility and otherwise).

1.2.3 "Facade(s) and Elevation(s)." "Facade(s) and elevation(s)" shall include, without limitation, all exterior doors, door frames, windows, window sash, window frames, transoms, sidelights, shutters, hardware, wall sheathing, clapboards, siding boards, porches, porticos, panels, cornices, balustrades, moldings and other decorative elements and all other elements, whether decorative or structural, which support any of the foregoing. For convenience of reference, the front elevations of the Plumer House facing Federal Street shall be called the south facade, the rear elevations of the Plumer House shall be called the north elevations, and the other elevations of the Plumer House shall be called the east and west elevations, based upon such elevation's orientation relative to the south facade.

1.2.4 "Protected Features." "Protected Features" shall mean those historical, architectural and landscape features protected pursuant to Sections 2 and 3 of this Agreement.

1.3 Exhibits.

1.3.1 Plans. Plans entitled "Floor Plan" and "Site Plan" are attached as Exhibit C and D respectively and incorporated herein by this reference.

1.3.2 Documentary Photographs. In order to establish with more certainty the condition of the building and the character of the Protected Features as of the date hereof, attached hereto as Exhibit B and incorporated herein by this reference are copies of 6 exterior photographs taken by Andrew Barr on October 20 to October 22, 2021, and 47 interior photographs taken by Andrew Barr on October 20 to October 22, 2023, together with an affidavit specifying certain technical and locational information with respect to such photographs. It is stipulated between Grantor and Grantee that such copies accurately represent the external and internal condition of the Plumer House and the Premises and the character of the Protected Features on the date hereof and as of the date this Agreement is first recorded with the Registry.

2. EXTERIOR RESTRICTIONS. Grantor agrees that, without the prior written approval of Grantee, no activity shall be undertaken which Grantee determines will alter or adversely affect the appearance, materials, workmanship or structural stability of the following exterior portions of the Plumer House or following site features as they exist as of the date of this Agreement, documented in the photographs attached hereto as part of Exhibit B:

- 2.1 all facades and elevations (Exhibit B, negatives 56751-A through 56756-A);
- 2.2 the massing, profile and materials of the roofs; skylights, dormers or other roof additions being expressly forbidden (Exhibit B, negatives 56751-A through 56756-A);
- 2.3 the chimneys of the Main Block and Rear Ell in their entirety (Exhibit B, negatives 56751-A, 56753-A through 56756-A);
- 2.4 all foundations (Exhibit B, negatives 56751-A through 56756-A);

Site:

- 2.5 the granite step located at the Northeast Ell entrance (Exhibit B, negatives 56755-A through 56756-A).

- 3. **INTERIOR RESTRICTIONS.** Grantor agrees that, without the prior written approval of Grantee, no activity shall be undertaken which Grantee determines will alter or adversely affect the appearance, materials, workmanship or structural stability of the following interior portions of the Plumer House as they exist as of the date of this Agreement, documented in the photographs attached hereto as part of Exhibit B:

Main Block and Rear Ells:

- 3.1 at the Main Block and Rear Ells and Extension, all structural members and framing, including but not limited to, interior beams, posts, girts, plates, studs, sheathing boards, rafters, purlins, masonry walls and masonry piers (Exhibit B, negatives 56761-A, 56762-A, 56766-A, 56768-A, 56772-A through 56775-A, 56777-A through 56781-A, 56784-A through 56789-A, 56791-A through 56803-A);
- 3.2 at the Main Block and Rear Ells, the space configuration and door locations of all rooms, closets, halls and stairhalls at all stories, including the attic chamber, excepting the remainder of the attic, the northeast chamber, north bathroom, west bathroom, kitchen, and cellar (Exhibit B, negatives 56757-A through 56757-A 56781-A, 56783-A through 56790-A, 56796-A, 56802-A, 56803-A);
- 3.3 at the Main Block and Rear Ells, all hardwood and softwood floors of all rooms, closets, halls and stairhalls at all stories, including the attic, excepting the north bathroom, west bathroom, kitchen, and cellar (Exhibit B, negatives 56757-A, 56759-A through 56763-A, 56765-A through 56790-A, 56796-A through 56803-A);

- 3.4 at the Main Block and Rear Ells, all plaster walls and ceilings of all rooms, closets, halls and stairhalls at all stories, including the attic chamber, excepting the remainder of the attic, the northeast chamber, north bathroom, west bathroom, kitchen, and cellar (Exhibit B, negatives 56757-A through 56763-A, 56765-A through 56781-A, 56783-A through 56790-A, 56802-A, 56803-A);
- 3.5 at the Main Block and Rear Ells, all woodwork of all rooms, closets, halls and stairhalls at all stories, including but not limited to cornices, mantelpieces, paneling, wainscoting, baseboards, door stops, stairs, railings, balusters, newels, doors, door casings, windows, window sash, window casing, pocket shutters, and other decorative elements and any paint thereon, including the attic chamber, excepting the remainder of the attic, the northeast chamber, north bathroom, west bathroom, kitchen, and cellar (Exhibit B, negatives 56757-A through 56781-A, 56783-A through 56790-A, 56802-A, 56803-A);
- 3.6 at the Main Block and Rear Ells, all fireplaces and hearths in their entirety, including any attached iron or brass hardware, whether decorative or functional (Exhibit B, negatives 56760-A, 56764-A, 56765-A, 56772-A, 56773-A, 56778-A, 56780-A, 56783-A, 56788-A, 56802-A);
- 3.7 at the Main Block and Rear Ells, all door and window hardware at all rooms, closets, halls and stairhalls at all stories, including the attic and including the rim lock and key in the southwest chamber, excluding the cellar (Exhibit B, negatives 56757-A through 56762-A, 56764-A through 56767-A, 56771-A through 56773-A, 56776-A, 56778-A through 56780-A, 56783-A through 56784-A, 56786-A through 56790-A, 56802-A, 56803-A)
- 3.9 at the Main Block, the iron hook at the ceiling of the Main Block's south entrance, (Exhibit B, negative 56757-A);
- 3.10 at the Main Block, the paneled fireplace surround at the southwest wall of the kitchen and the eighteenth century door and associated wrought iron hardware at the southeast wall of the kitchen (Exhibit B, negative 56764-A);
- 3.11 at the Main Block, the built-in shelving at the southeast parlor closet (Exhibit B, negative 56760-A).
4. **REVERSIBLE ALTERATIONS.** Grantee shall approve the activities identified below, except as noted below, provided that Grantee first determines that the proposed activity will not alter or adversely affect any Protected Features:
- 4.1 installation of three-tab black or charcoal asphalt shingle or wood shingle roof coverings on the roofs of the Plumer House;

- 4.2 installation of screens, storm windows, storm doors or window-mounted air-conditioning units;
- 4.3 installation of insulation at the attic floor or in the cellar, provided that no insulation shall be introduced in any way into any vertical wall cavities;
- 4.4 electrical re-wiring, provided that no electrical fixtures are in any manner imbedded in or attached to protected woodwork and structural members and other framing are not cut or otherwise altered, and protected lighting fixtures are not altered;
- 4.5 replacement of existing plumbing lines and plumbing fixtures;
- 4.6 interior and exterior painting or paint removal, provided that the material(s) and method(s) to be used to remove paint shall not damage the underlying substrate;
- 4.7 painting of, or paint removal from, softwood floors, provided that the material(s) and method(s) to be used shall allow hand-planed surfaces to remain visible and undamaged, and such that sanding, grit blasting or other abrasive methods shall not be used;
- 4.8 replacement of broken window glass;
- 4.9 interior wallpapering, provided such papering shall not dislodge, damage or destroy protected woodwork, paint, plaster, floor or hardware as identified in sections 3.4 and 3.5 above; and
- 4.11 removal of the protected built-in shelving at the southeast parlor closet, provided it is labelled and stored in a safe, dry location on site.
- 4.10 installation of a chair lift between the first and second stories at the east entry stair, subject to review of structural soundness and attachment methods.

5. **USE, MAINTENANCE AND OTHER ACTIVITIES.**

- 5.1 **Additions.** No additions to the Plumer House shall be erected hereafter without prior written approval of Grantee.
- 5.2 **Additional Structures.** No structure not on the Premises as of the date of this Agreement shall be erected or placed on the Premises hereafter without prior written approval of Grantee.
- 5.3 **Communication and Energy Source Structures.** Notwithstanding any provision in this Agreement to the contrary, freestanding or attached towers, exterior

antennas, wind turbines, solar panels, or similar communications or energy-producing structures shall not be installed or affixed on the Premises without the prior written approval of Grantee; and installing or affixing towers and wind turbines on the Main Block, Northeast Ell or Northwest Ell is prohibited.

- 5.4 Topographical Changes and Landscaping.** In order to protect the historic setting and Protected Features of the Plumer House, no alterations may be made to the topography of the Premises that either raise or lower grade levels by more than one (1) foot. No soil, loam, rock or mineral resource or natural deposit shall be excavated, dredged or removed from the Premises, no soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever shall be placed, filled, stored or dumped thereon, and no trees, hedges, shrubs, or other vegetation greater than twenty-five feet in height, shall be removed from the Premises or otherwise destroyed, provided that this Subsection shall not be deemed to prohibit improvements and activities approved under Subsection 5.1 or 5.2, if any, or permitted under Subsection 5.6. The provisions of this Subsection 5.4 shall not be deemed to restrict activities necessary and desirable (i) to preserve or protect the Premises, (ii) to maintain existing trees, lawn, garden or utilities associated with the Premises, (iii) for the planting of trees, shrubs, flowers, herbs or grasses or (iv) related to an approved Archaeology Plan or restoration after archeological activity as provided for in Subsection 5.11.
- 5.5 Demolition.** Grantor shall not permit or allow to occur, either through positive action or neglect, demolition of the Plumer House.
- 5.6 Relocation.** No portion of the Plumer House shall be moved from its present location unless such moving is required by a taking through eminent domain.
- 5.7 Signs.** No signs, billboards or other advertising displays shall be placed on, painted onto or affixed to the Plumer House or the Premises except that, subject to Grantee's prior written approval, Grantor may erect a sign or marker which is appropriate to identifying the historical significance and associations of the Premises. This paragraph shall not prevent Grantor from placing temporary, free-standing signs on the lawn, or from affixing temporary signs to any storm door, provided such signs are in accordance with local law.
- 5.8 Use.** Grantor shall not permit any use to be carried on, in or around the Premises that is unlawful, constitutes a nuisance, or which is determined by Grantee to be inconsistent with the intent of this Agreement or to adversely affect the historic significance of the Plumer House and surrounding landscape. Without limiting the generality of the foregoing, the Premises may be used for a two-family residence, which may include a portion of the Premises for a home professional office for a member of the family in residence, provided that such use is permitted by local zoning ordinances. With respect to matters not covered by this Agreement, Grantee shall have the right to operate and use the Premises in such manner as it

determines, provided that such operation and use is not inconsistent with the intent of this Agreement.

5.9 Maintenance.

5.9.1 General. Grantor covenants at all times to maintain the Plumer House and the Premises in good and sound state of repair in order to prevent the deterioration or destruction through alteration or neglect of Protected Features.

5.9.2 Cost of Maintenance. Grantor shall assume the total cost of continued maintenance, repairs and administration of the Premises in order to preserve the protected architectural and historic features, materials, appearance and workmanship of the Plumer House. Grantor covenants that it shall indemnify and hold Grantee harmless from and against any such costs. The foregoing shall not prohibit the Grantor from seeking financial assistance for the foregoing purposes from any sources available to it.

5.10 Compliance with Law. Nothing contained herein shall be interpreted to authorize or permit the Grantor to violate any law, ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any law, ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee in writing of such conflict and shall cooperate with Grantee and local authorities to accommodate the purposes of both this Agreement and such law, ordinance or regulation. No construction and no other alteration or change of use or occupancy which would create such conflict, or cause such conflicting law, ordinance or regulation to be applicable to the Plumer House or any protected element thereof, shall be undertaken without the prior written approval of Grantee.

5.11 ARCHAEOLOGY. The conduct of archaeological activities, including without limitation archaeological surveys, excavation for the purpose of archaeology and artifact retrieval may occur only in accordance with an archaeological field investigation plan (the "Archaeology Plan") prepared by or on behalf of the Grantor and approved in advance of such activity in writing by the State Archaeologist of the Massachusetts Historical Commission (or, if Massachusetts General Laws ceases to require approval by the Massachusetts Historical Commission for the perpetual enforceability of historic preservation restrictions, then by the official recognized by Grantee from time to time as having responsibilities for preservation of archaeological resources in the Commonwealth of Massachusetts). Plans for restoration of the site of archaeological activity shall be submitted to Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by Grantee.

6. **INSURANCE.**

- 6.1 **Property.** Grantor, at its expense, shall keep the Plumer House and the Landscape Features insured for the full replacement value against loss from all perils commonly covered under the broadest standard home insurance policy form in use from time to time, including without limitation fire, lightning, wind storm, hail, explosion, damage by vehicles, smoke, vandalism, malicious mischief, weight of ice, snow, or sleet, freezing of plumbing, HVAC or sprinkler systems, and sudden and accidental damage from artificial electrical current explosion.
- 6.2 **Liability.** Grantor, at its expense, shall carry and maintain at all times general liability insurance with coverage against claims for personal injury, death, and property damage, identifying the Plumer House as covered premises, and for not less than one million dollars (\$1,000,000) per person per occurrence, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement. Every policy required pursuant to this Subsection 6.2 shall name Grantee as an additional insured.

[Notwithstanding anything in this Agreement to the contrary, in the event members of the public, as distinct from specific invitees, are allowed access to the Premises, the following provisions shall apply in lieu of the foregoing provision of this section 6.2:

***Liability.** Grantor, at its expense, shall carry and maintain at all times commercial general liability coverage identifying the Plumer House as covered premises, and with a general aggregate limit of not less than one million dollars (\$1,000,000) per person per year, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement. In the event that the use of the Plumer House changes such that it is no longer open to the public, Grantor, at its expense, shall subsequently carry and maintain at all times general liability insurance, with coverage against claims for personal injury, death, and property damage, identifying the Plumer House as covered premises, and for not less than one million dollars (\$1,000,000) per person per occurrence, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement. Every policy required pursuant to this Subsection 6.2 shall name Grantee as an additional insured.]*

- 6.3 **Other Requirements.** Every policy required pursuant to this Section 6 shall be issued by an insurance company rated "A" or better by A.M. Best Company or equivalent rating by a comparable rating service, and shall provide for the sending of any and all notices of cancellation by the insurer to Grantee at least twenty (20) days prior to any cancellation taking effect. Grantor shall promptly provide copies of all insurance policies required by this Section and all supplements or endorsements thereto to Grantee.

6.4 Changes in Practice. Grantee reserves the right to change the coverage requirements provided under this Section 6 from time to time to reflect changes in the best practices for property and liability coverages for historic houses in New England provided Grantee first gives Grantor thirty (30) days advance notice of any such change.

7. CASUALTY DAMAGE.

7.1 Notice. In the event that the Plumer House or any portion thereof is damaged or destroyed, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, and such notification shall identify what, if any, emergency protective work has already been completed.

7.2 Restoration. Except as set forth in this Section, in the event of any casualty damage (as hereinafter defined), (a) Grantor shall submit to Grantee a proposal in accordance with Section 12 of this Agreement for Grantee's approval to restore the Plumer House using similar materials, workmanship and design and in a manner which shall protect those Protected Features which have not been totally destroyed, and (b) Grantor shall then restore the Plumer House in accordance with such proposal as Grantee has approved.

7.3 Substantial Casualty. Notwithstanding any other provision of this Agreement to the contrary, in the event of substantial casualty damage to the Plumer House, Grantor may request the approval of Grantee not to restore the Plumer House pursuant to this Agreement. If Grantee determines that the extent or nature of such casualty damage would prevent restoration in a manner which would protect the remaining Protected Features, then Grantee may grant such approval and Grantor may elect not to restore the Plumer House pursuant to this Agreement. In the event of such approval not to restore, before any remaining portion of the Plumer House is relocated or otherwise altered, Grantor shall allow Grantee to enter onto and into the Premises for the purpose of choosing and removing for posterity any such Protected Features, or portions thereof, together with the materials in which such features are set, that Grantee desires to salvage.

7.4 Damage Defined. For the purposes of this Agreement casualty damage shall be defined as such sudden damage or loss which would qualify for a loss deduction pursuant to Section 165(c)(3) of the Internal Revenue Code (construed without regard to the legal status, trade, or business of the Grantor or any applicable dollar limitations).

8. CONDEMNATION. If the Premises, or any substantial portion thereof, shall be made the subject of a procedure threatening a taking through eminent domain, or if Grantor shall receive notice from a governmental authority of the intent to institute such proceeding, Grantee shall immediately be given notice thereof by Grantor. Grantee shall have the right to enter its name as an additional party in eminent domain proceedings,

pursuant to Massachusetts General Laws, Chapter 79, Section 5A, but shall not have the right to any monetary award which would diminish the award to be made to Grantor resulting from such taking. In the event of such taking, Grantee shall have the right to enter onto and into the Premises (or portion thereof subject to such taking) for the purpose of choosing and removing for posterity any Protected Features, or portions thereof, together with the materials in which such features are set, that Grantee desires to salvage, prior to the effective date of such taking.

9. **TAXES.** Grantor shall pay on or before the due date all general taxes, special taxes, special assessments, water charges, sewer service charges and other charges which may become a lien on the Premises.
10. **INDEMNIFICATION.** Grantor shall indemnify, defend with counsel acceptable to Grantee, and hold Grantee harmless from and against any claims, liability, costs, attorneys' fees, judgments or expenses to Grantee or any officer, employee, agent or independent contractor of Grantee resulting from actions or claims of any nature by third parties arising in connection with or out of this Agreement, including without limitation claims related to the presence of oil or hazardous substances.
11. **INSPECTION.** Grantee may inspect the Premises at least annually to ensure that the Grantor is in compliance with the preservation restrictions hereby imposed. In addition, Grantee may inspect the Premises more frequently during periods of repair, renovation or reconstruction as Grantee deems appropriate for the nature of the work being conducted. Grantor agrees to grant Grantee free access to all areas of the Premises. Such inspections shall be made at reasonable hours and only after prior notice to the Grantor. This right of inspection shall be assignable by Grantee to any governmental body or qualified non-profit entity whose purposes include preservation of structures or sites of historic or aesthetic significance. The failure of Grantee to exercise this right of inspection for any period of time, however, shall under no circumstances be construed as a waiver of such right.
12. **WRITTEN APPROVAL.**
 - 12.1 **Approval.** Whenever Grantor desires to undertake any activity which, by the terms of this Agreement, is not to be undertaken without Grantee's approval, Grantor shall first deliver to Grantee a written request for approval, describing the specific activity proposed (including, but not limited to, the nature, scope, schedule, budget and, if applicable, materials, design and location thereof, and by whom the activity will be performed) in sufficient detail as determined by Grantee to enable it to evaluate the proposed activity and the potential effect thereof upon the features and interests protected by this Agreement (a "Request for Approval"). Grantor shall supplement the written Request for Approval with any and all supplementary documentation, including, but not limited to, architectural drawings, site plans, photos or digital images, as Grantee determines are necessary to fully describe the proposed activity for the purposes of this Section

12. In exercising its discretion, Grantee shall apply standards that it establishes from time to time of general applicability to similar historic properties on which it holds preservation restrictions. Approval by Grantee for any such activity shall be in recordable form, executed and acknowledged by any one or more of the President, Treasurer, Director or such officer or officers who may succeed to their responsibilities under other titles.

12.2 Waiver; Other Approval. Grantee may, in its sole discretion, waive the submittal of a Request for Approval or the issuance of a recordable approval, or both, for any activity described in Section 4. Notwithstanding any other provision of this Agreement to the contrary, Grantee may, in its sole discretion, grant written approval for any other activity by Grantor which is restricted by any provision of this Agreement in addition to those activities which are not to be undertaken without approval by Grantee, but only in accordance with the procedures set forth in Subsection 12.1.

12.3 Timing. Grantee shall grant or deny its approval for such proposed activity not later than sixty (60) days after the later of the date (i) Grantee has received a Request for Approval or (ii) Grantee either inspects the Premises, as mutually and reasonably agreed upon by Grantee and Grantor, for the purpose of evaluating such proposal or delivers to a Grantor a written waiver of such inspection. If Grantee does not give the Grantor a written request for such inspection within sixty (60) days after Grantee has received a Request for Approval, Grantee shall be deemed to have waived such inspection for such proposal. The provisions of this Subsection 12.3 shall not apply to any proposed activity that is prohibited by the terms of this Agreement.

12.4 Conditions. Grantee may approve or deny all or any portion of the activity set forth in a Request for Approval, or grant its approval subject to conditions, or any combination thereof. Such conditions may include the expiration of such approval to activity conducted within a certain period of time or prior to conveyance of the Premises. If an activity is conditionally approved, such activity shall not be undertaken except in compliance with such condition(s) and the failure to conform to such condition(s) shall be a breach of this Agreement. Approval as to any activity shall under no circumstances be construed to waive the requirement for approval for any other activity or for a duplication of the same activity at a later time or affecting any other portion of the Premises.

13. DISPUTE RESOLUTION.

13.1 Submittal. Grantor agrees that if any dispute shall arise between it and Grantee concerning the terms or conditions of this Agreement or their application in any instance, Grantor and Grantee shall submit such dispute for resolution by arbitration in Boston, Massachusetts, by the American Arbitration Association, its successor, or other arbitral forum as mutually agreed by Grantor and Grantee (the

"Arbitration Association"), and such arbitration shall be submitted, commenced, held and determined in accordance with the Commercial rules and regulations of the Arbitration Association, as hereby modified. The provisions of this Section 13 shall not, however, limit the provisions of Section 14, and if Grantor shall submit any such dispute to arbitration as aforesaid and Grantee shall elect to seek injunctive relief or otherwise litigate the subject matter of such dispute, Grantee shall give notice of such election to the Arbitration Association. In such circumstances, the arbitration shall be recessed or adjourned if the outcome of the action brought by Grantee may render the arbitration moot. Once arbitrated, the decision of arbitration shall be binding and enforceable in any court of competent jurisdiction, subject to Subsection 14.2 hereof.

13.2 Appointment and Procedure. In the arbitration of any dispute involving Sections 2, 3, 4, 5, 7, 8 or 16.1 hereof, all arbiters shall have a bachelor's or graduate degree in architecture, art history or historic preservation and at least ten years' experience in the field of preservation of historically significant structures or artifacts. Each party shall nominate a qualified arbiter by notice to the Arbitration Association and the other party within thirty (30) days of the initial demand for arbitration, describing such qualifications. All challenges to a proposed arbiter's qualifications shall be submitted to the Arbitration Association within ten (10) days thereafter and all such challenges shall be decided by the Arbitration Association. The two arbiters appointed by the parties shall name a third neutral arbiter within ten (10) days after such challenge period expires. Within thirty (30) days of the appointment of the third arbiter, the panel of arbiters shall take evidence and argument and close the hearing, and they shall decide the matter and issue their decision within thirty (30) days after close of the hearing. Without limiting the generality of this Section, the fees and expenses of arbitration charged by the Arbitration Association shall be borne equally between Grantee and Grantor unless the arbiters determine that some other division shall under the circumstances be more equitable and such determination of the arbiters shall be conclusive and binding upon the parties. Notwithstanding anything to the contrary in this Subsection 13.2, if Grantor shall fail to name a qualified arbiter in the time allotted, there will be only one arbiter, appointed by Grantee.

13.3 Communications. The provisions of this Subsection 13.3 shall not limit the generality of any other provision of this Agreement. If Grantee elects to give Grantor written notice that Grantor has failed to perform or observe any restriction, agreement or condition in this Agreement contained on its part to be performed or observed (a "Violation Letter"), Grantor may respond in writing within thirty (30) days of the giving of such notice, disputing the existence of such failure and demanding arbitration thereof (an "Objection Letter"). Grantee may record notice of such Violation Letter with the Registry. Notwithstanding the provisions of Subsection 13.1, Grantor may not thereafter demand arbitration of the subject matter of the Violation Letter unless Grantor's Objection Letter includes such demand for arbitration. If Grantor does not timely deliver an

Objection Letter to Grantee, Grantor shall conclusively be deemed to agree with the contents of the Violation Letter and to waive all right thereafter to dispute the existence of such failure. If an arbitration finds that the failure that is the subject of a Violation Letter does not exist, the arbitrators may require Grantee to record with the Registry a rescission or extinguishment of any notice of such Violation Letter recorded with the Registry. Whether or not Grantor delivers an Objection Letter to Grantee, if the activity that gave rise to the Violation Letter remains in progress, Grantor shall immediately cease such activity.

14. ENFORCEMENT.

14.1 General. If Grantor shall fail to perform or observe any restriction, agreement or condition in this Agreement contained on its part to be performed or observed, Grantor acknowledges that such a failure will cause Grantee irreparable harm, and Grantee shall have the right to enforce this Agreement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (Grantor agreeing that Grantee has no adequate remedy at law if Grantor shall fail to perform or observe any restriction, agreement or condition contained in this Agreement). The foregoing shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee.

14.2 Venue and Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Grantor hereby irrevocably consents and agrees that any legal action, suit or proceeding arising out of or in any way in connection with this Agreement may be instituted or brought in a court of appropriate jurisdiction in the Commonwealth of Massachusetts, or in the courts of any other jurisdiction wherein Grantee's business office(s) may be located, as Grantee may elect. By execution and delivery of this Agreement, Grantor irrevocably accepts and submits to the non-exclusive jurisdiction of any such court and to service of any summons, complaint and/or legal process by registered or certified United States mail, postage prepaid, to Grantor at the Premises, such method of service to constitute, in every respect, sufficient and effective service of process in any legal action or proceeding. The parties shall not seek a trial by jury in any lawsuit, proceeding, counterclaim or any litigation procedure based upon or arising out of this Agreement or the dealings or the relationship between Grantee and Grantor, or any person claiming by, through or under Grantor.

14.3 Self Help. If Grantor shall fail to perform or observe any restriction, agreement or condition in this Agreement contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default within seven (7) days after notice from Grantee specifying the failure, Grantee may, at its option, without waiving any other remedy or any claim for damages for breach of this Agreement, at any time thereafter apply for and obtain in its own name or in

Grantor's name such permits and approvals as may be necessary to cure such failure, enter upon the Premises, and cure such failure for the account of Grantor, and any amount paid or any contractual liability incurred by Grantee in so doing shall be deemed paid or incurred for the account of Grantor, Grantor agreeing to reimburse Grantee promptly therefor and save Grantee harmless therefrom. Grantee may cure any such failure as aforesaid prior to the expiration of said waiting period, but after notice to Grantor, if the curing of such failure prior to the expiration of said waiting period is reasonably necessary to protect the Premises or any Protected Features. Without limiting the generality of this Subsection 14.3, Grantor's obligation to reimburse Grantee as aforesaid shall be entitled to the status of a contract pursuant to Massachusetts General Laws, Chapter 254, as amended from time to time (sometimes known as the Mechanics' Lien Law) and in order to cause this Agreement to constitute a Notice of Contract or such other notice as is necessary to afford Grantee the right to file a claim pursuant thereto, notice is hereby given that by virtue of this Agreement between Grantor and Grantee, as contractor for the purposes of this Subsection 14.3, Grantee may furnish labor and material or rental equipment, appliances or tools for the erection, alteration, repair or removal of a building, structure, or other improvement on the Premises as set forth in this Section.

- 14.4 Costs and Expenses.** Grantor shall indemnify and hold harmless Grantee, and shall pay to Grantee on demand, all costs and expenses, including but without limitation attorneys' disbursements and fees, incurred by Grantee in connection with enforcement of this Agreement. If Grantor is required pursuant to this Agreement to pay a sum of money to Grantee, the obligation to pay such sum constitutes a lien upon the Premises for the amount of such sum until it is paid, and if Grantor shall fail to pay all or any portion of such sum within thirty (30) days of Grantee's written demand therefor, Grantor shall also pay to Grantee interest on the unpaid amount an annual rate equal to the lesser of five percent (5%) or the judgment interest rate then in effect under the laws of the Commonwealth of Massachusetts.
- 14.5 Mortgage Protection.** Any lien which may arise pursuant to this Section 14 shall be subject and subordinate to a first mortgage of record held by a bank, saving and loan association, trust company, credit union, insurance company, pension fund or other institutional lender to the extent of the principal amount secured by such mortgage and disbursed as of the date such notice of lien is recorded.
- 14.6 No Waiver.** Failure of Grantee to complain of any act or omission on the part of Grantor, no matter how long the same may continue, shall not be deemed to be a waiver by Grantee of any of its rights hereunder. No waiver by Grantee at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. No waiver by Grantee at any time of the requirements for submittal of a Request for

Approval or issuance of a recordable approval, pursuant to Subsection 12.2, for an activity described under Section 4 shall be deemed a waiver of such requirements as to such activity at any other time or as to any other activity. No payment by Grantor or acceptance by Grantee of a lesser amount than shall be due from Grantor to Grantee shall be deemed to be anything but payment on account, and the acceptance by Grantee of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying such check that such lesser amount is payment in full shall not be deemed an accord and satisfaction, and Grantee may accept such check without prejudice to recover the balance due or pursue any other remedy. Any and all rights and remedies which Grantee may have under this Agreement or by operation of law, either at law or in equity, upon any breach shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by Grantee or not, shall be deemed to be in exclusion of other, any two or more or all of such rights and remedies being exercisable at the same time.

14.7 Estoppel Certificate. Grantee agrees to deliver to Grantor and/or to any holder of a mortgage on the Premises identified by Grantor a statement to Grantee's knowledge whether Grantor is in compliance with this Agreement, not later than thirty (30) days after the later of the date (i) Grantee has received a written request for such statement from Grantor, or (ii) Grantee either inspects the Premises, as mutually and reasonably agreed upon by Grantee and Grantor, for the purpose of responding to such request or delivers to a Grantor a written waiver of such inspection. If Grantee does not give the Grantor a written request for such inspection within fifteen (15) days after Grantee has received such request from Grantor, Grantee shall be deemed to have waived such inspection for such request.

15. EXTINGUISHMENT. Grantor and Grantee acknowledge the possibility that circumstances may arise in the future to render the purpose of this Agreement impossible to accomplish. In addition, both parties recognize that the possibility of condemnation and casualty always exists. In the event such circumstances do in fact arise, the parties agree that those provisions of this Agreement which are rendered impossible of performance by such circumstances, condemnation or casualty, may be extinguished by judicial proceedings in a court of competent jurisdiction and in compliance with the applicable requirements of Massachusetts General Laws chapter 184, section 32, as it may be amended from time to time, including approvals by the City of Newburyport and the Massachusetts Historical Commission following public hearings to determine that such extinguishment is in the public interest. All other provisions of this Agreement shall remain in full force and effect unless and until this Agreement is terminated or extinguished in compliance with said requirements.

16. TRANSFERS.

- 16.1 Subdivision and Leasing.** The Premises shall not be subdivided for conveyance or lease, provided that this Section shall not be deemed to prohibit the leasing of the Plumer House for uses permitted by this Agreement. For the purposes of this Agreement, the definition of "to subdivide" shall include to cause any portion of the land less than the entirety thereof to be divided, conveyed or made conveyable as a distinct parcel apart from the remainder of the land, including, to submit a plan which shows the land as other than one unitary lot for the preliminary or final approval or endorsement of any governmental authority for such a division, or to cause any such plan (whether or not approved or endorsed by a governmental authority) to be filed or recorded with any land records office or registry. Any lease or occupancy agreement of the Premises or any portion thereof shall be in writing and shall include the following notice in capitalized letters: "This Lease is subject to a Preservation Restriction Agreement granted to the Society for the Preservation of New England Antiquities D. B.A. Historic New England, a copy of which is attached hereto, which substantially restricts construction, alteration and other modifications to protected features inside and outside the Premises subject to this Lease. Notwithstanding any other provision of this Lease, no such activity shall be undertaken without prior review of such restrictions and strict compliance therewith. Any failure to comply with such restrictions may, at Landlord's sole discretion, be deemed a default under this Lease."
- 16.2 Insertion in Subsequent Instruments.** Grantor shall insert a reference to this Agreement, such reference to include Registry book and page number of this Agreement, into any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Premises. Concurrently, with its entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of same. Failure by Grantor to comply with the requirements of this Subsection 16.2 shall not affect the validity, enforceability or priority of this Agreement or any lien arising hereunder.
- 16.3 Written Acceptance.** Before taking legal possession of the Premises or any portion thereof, each new Grantor of the Premises shall indicate its acceptance of these preservation restrictions contained herein by a letter to Grantee. Such acceptance shall include a promise to maintain at all times and in good condition, the significant historical, architectural, scenic and environmental characteristics of the Premises covered by these restrictions. Failure by any new Grantor to so indicate, and failure by Grantee to demand such indication, shall not affect the validity, enforceability or priority of this Agreement or any lien arising hereunder.
- 16.4 Restrictions Run with the Land.** Notwithstanding anything to the contrary contained in Section 15 above, the burden of this Agreement and the rights and obligations created or imposed by this Agreement shall be in effect in perpetuity. Grantor agrees that this Agreement shall constitute a binding servitude and shall run with the land in perpetuity and thus not subject to the limitations on the

enforceability of restrictions in G.L. c. 184, §§31-33, and, in any event, shall bind and run with the Property for a period of no less than ninety-nine (99) years from the recording hereof.

16.5 Assignment. All of the rights and restrictions enforceable by Grantee pursuant to this Agreement shall be assignable by Grantee for preservation purposes only and without consideration, to any governmental body or any entity described in Section 170(b)(1)(A) of the Internal Revenue Code of 1986 as amended whose purposes include preservation of structures or sites of historic or architectural significance in perpetuity. Any such non-governmental entity must also be qualified to hold preservation restrictions under Massachusetts General Law, Chapter 184, Section 32.

17. NOTICES. Every notice, request, demand, consent, waiver or other communication which either party hereto may be required to give to the other party pursuant to this Agreement, shall be in writing and shall be given either by postage prepaid registered or certified U.S. mail with return receipt requested or by a national overnight delivery service with acknowledgment of receipt required--if to Grantor, then to Grantor at the Premises, and if to Grantee, then to the Historic New England Easement Program, Historic New England, 185 Lyman Street, Waltham, Massachusetts 02452-5645. Each party may change its address set forth herein by written notice to such effect to the other party. Such notice, etc., shall be deemed given as of the sooner of the date of signed receipt or the date when delivery was first attempted.

18. SUBORDINATION OF PRIOR INTERESTS.

18.1 Prior Liens. Grantor represents and warrants to Grantee that the Premises are subject to no mortgages, liens, leases, restrictions, easements or encumbrances prior in right to this Agreement other than as listed in Exhibit A-1 attached hereto. In order to ensure that the conservation purposes associated with this Agreement are enforced in perpetuity and to bind all holders of those instruments, if any, listed in Exhibit A-1 hereof to the terms of this Agreement notwithstanding any inconsistent provision of any such instrument, or should any such holder exercise any right it may possess pursuant to such instrument to take possession of, control or foreclose on the Premises, attached hereto and made a part hereof is subordination of such interest, if any, to this Agreement, pursuant to I.R.C. Section 170(h) (5) and Treas. Reg. Section 1.170A-14 (1986).

18.2 Homestead. Each of the individuals who constitute Grantor hereby subordinates all of his or her rights of homestead and of any and all of his or her beneficiaries, affirms under the penalties of perjury that there is no person entitled to claim the

benefit of homestead rights in the Premises other than Thomas and Linda Kolterjahn and the Kolterjahn Family Nominee Trust.

19. **MISCELLANEOUS.** The following provisions in this Section 19 shall govern the effectiveness, interpretation and duration of this Agreement:

19.1 **Counterparts.** This Agreement, with all exhibits hereto, is executed in three (3) identical counterparts. After execution hereof, one (1) such counterpart shall be held by each of Grantor and Grantee, and one (1) such counterpart shall be recorded immediately at the Registry.

19.2 **Strict Construction.** Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this Agreement, and this Agreement shall be interpreted broadly to effect its purposes, and the restrictions herein contained.

19.3 **Grantor.** This Agreement shall extend to and be binding upon the Grantor, and all persons hereafter claiming under or through the party executing this Agreement as "Grantor" and all successors in title to the Premises, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this Agreement or have an interest in the Premises at the time of execution of this Agreement or thereafter. A person who ceases to hold title to the Premises after having been a Grantor shall cease to have any liability hereunder to Grantee except that such person shall remain jointly and severally liable with the successors as Grantor for any monetary liability hereunder to Grantee that accrued during the time of such person's ownership.

19.4 **Amendment.** For purposes of furthering the preservation of the Plumer House and of furthering the other purposes of this Agreement, and of meeting changing conditions, Grantor and Grantee are free to amend jointly the terms of this Agreement in writing in accordance with the requirements of Massachusetts General Laws, Chapter 184, Sections 31-33, and such amendment shall become effective upon recording at the Registry.

19.5 **Validity of Agreement.** This Agreement is made pursuant to Massachusetts General Laws, Chapter 184, Sections 31-33, but the invalidity of such statutes or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms, it being the intent of the parties to agree and to bind themselves, their heirs, successors, administrators and assigns in perpetuity to each clause of this Agreement whether it be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto. This Agreement may be re-recorded at any time by any person if the effect of such re-recording is to make more certain enforcement of this Agreement or any part thereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any

other provision of this Agreement or any ancillary or supplementary agreement relating to the subject matter herein.

- 19.6 Captions.** The captions used as headings for the various Sections and Subsections of this Agreement are used only as matter of convenience for reference, and are not to be considered a part of this Agreement or used in determining the intent of the parties to this Agreement.
- 19.7 No Warranty.** The approval by Grantee of any action by Grantor, including without limitation, the approval of the design of any alteration or construction, shall not constitute a warranty, representation or acknowledgment that any action taken in conformity with such approval shall comply with any law, regulation, order, ordinance, code or by-law or shall be suitable for any particular purpose, and Grantor shall be solely responsible for its own actions.
- 19.8 Time.** Where a specific number of days are stated for an activity to occur, time is of the essence. If any act required under this Agreement becomes due on a Saturday, Sunday or legal holiday in the Commonwealth of Massachusetts, then such act shall be due on the immediate following business day.
- 19.9 Grantee's Use of Information.** During inspection of the Property and at other times reasonably agreed upon by the Grantor, including preparation of the baseline documentation, Grantee may make photographs, drawings, or other representations documenting the significant historical, cultural, and architectural character and features of the Property and may use such images and materials to promote the easement program and otherwise in support of its educational and charitable purposes, including reproduction in magazines, newsletters, or other publicly available publications.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal this _____ day of _____, 2023.

WITNESS

SOCIETY FOR THE PRESERVATION
OF NEW ENGLAND ANTIQUITIES
D.B.A. HISTORIC NEW ENGLAND

Vin Cipolla, President and CEO

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Vin Cipolla, President and CEO, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President and CEO of Historic New England, a corporation.

Notary Public

My commission expires:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal this _____ day of _____, 2023.

WITNESS

SOCIETY FOR THE PRESERVATION
OF NEW ENGLAND ANTIQUITIES
D.B.A. HISTORIC NEW ENGLAND

George F. Fiske, Jr., Treasurer

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared George F. Fiske, Jr., Treasurer, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Treasurer of Historic New England, a corporation.

My commission expires:

Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal this _____ day of _____, 2023.

WITNESS

GRANTOR

Thomas Kolterjahn as Trustee of the
Kolterjahn Family Nominee Trust of 2002

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Thomas Kolterjahn, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal this _____ day of _____, 2023.

WITNESS

GRANTOR

Linda Kolterjahn as Trustee of the
Kolterjahn Family Nominee Trust of 2002

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Linda Kolterjahn, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

My commission expires:

Notary Public

APPROVAL OF PRESERVATION RESTRICTIONS

Pursuant to General Laws, Chapter 184, Section 32

**Daniel Plumer House
64 Federal Street
Newburyport, Massachusetts**

The undersigned Mayor of the City of Newburyport, Massachusetts hereby certifies that the foregoing Preservation Restrictions on the premises, with all improvements there, more particularly described in that certain deed recorded with the Southern Essex Registry of Deeds in Book 20544, Page 349, known as the Daniel Plumer House, so called, located at 64 Federal Street, Newburyport, Massachusetts and owned by Thomas and Linda Kolterjahn as Trustees of the Kolterjahn Family Nominee Trust of 2002 of Newburyport, Massachusetts have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

In approving these restrictions, the City of Newburyport assumes no responsibility, nor accepts any liability for enforcement.

Sean Reardon, Mayor

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Sean Reardon, Mayor, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of Newburyport.

Notary Public

My commission expires:

APPROVAL OF PRESERVATION RESTRICTIONS

Pursuant to General Laws, Chapter 184, Section 32

**Daniel Plumer House
64 Federal Street
Newburyport, Massachusetts**

The undersigned Clerk of the City of Newburyport, Massachusetts, hereby certifies that the foregoing Preservation Restrictions granted by Thomas and Linda Kolterjahn as Trustees of the Kolterjahn Family Nominee Trust of 2002 to the Society for the Preservation of New England Antiquities D.B.A. Historic New England on the Daniel Plumer House located at 64 Federal Street, Newburyport, Massachusetts, consisting of approximately 0.067 acres of land, with all improvements thereon, more particularly described in that certain deed recorded with the Southern Essex Registry of Deeds in Book 20544, Page 349, have been approved by the City Council of the City of Newburyport by a vote of ____ in favor and ____ opposed at its regularly scheduled meeting that was held on _____, _____, 2023, pursuant to Massachusetts General Laws, Chapter 184, Section 32.

In approving these restrictions, the City of Newburyport assumes no responsibility, nor any liability for enforcement.

Richard Burke Jones
City Clerk
City of Newburyport

COMMONWEALTH OF MASSACHUSETTS
County of Essex, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Richard Burke Jones, City Clerk, City of Newburyport, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as City Clerk of the City of Newburyport.

Notary Public

My commission expires:

APPROVAL OF PRESERVATION RESTRICTIONS

Pursuant to General Laws, Chapter 184, Section 32

**DANIEL PLUMER HOUSE
64 FEDERAL STREET
NEWBURYPORT, MASSACHUSETTS**

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that the foregoing preservation restrictions on the Daniel Plumer House located at 64 Federal Street, Newburyport, Massachusetts, have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Brona Simon, Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Brona Simon, Executive Director and Clerk, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Executive Director and Clerk for the Massachusetts Historical Commission.

Notary Public

My commission expires:

EXHIBIT A

DESCRIPTIONS OF PREMISES

A certain tract or parcel of land, with any improvements thereon situate in the City of Newburyport, Essex County, Commonwealth of Massachusetts, more particularly bounded and described as follows:

Commencing at the Easterly comer thereof on Federal Street by land now or formerly of Hatch; thence running

SOUTHWESTERLY	by said Federal Street, 42 feet, 9 inches to Temple Street; thence
NORTHWESTERLY	by said Temple Street, 47 feet, 4 inches to an angle; thence continuing
NORTHWESTERLY	by said Temple Street, 34 feet, 11 inches to a division fence
NORTHEASTERLY	by land now or formerly of Mary E. Stickney; thence
SOUTHEASTERLY	by said division fence and the last mentioned land, 32 feet to land now or formerly of Hatch aforesaid; thence
NORTHEASTERLY	by said land of Hatch 28 feet, 2 inches to a comer; thence
SOUTHEASTERLY	by said land of Hatch 9 feet, 3 inches to a comer; and Thence again by said land of Hatch, 42 feet, 7 inches, to Federal Street and the point of beginning.

Containing three thousand fifty (3,050) square feet of land more or less. Meaning and intending to describe the same premises conveyed to The Kolterjahn Family Nominee Trust of 2002 by deed of Thomas W. Kolterjahn and Linda S. Kolterjahn, dated April 8, 2003 and recorded in the Essex South District Registry of Deeds at Book 20544, Page 349.

EXHIBIT A-1

MORTGAGES

Premises is subject to a certain Mortgage dated June 4, 2014 and recorded at the Essex South Registry of Deeds, on June 9, 2014 at Book 33328, page 381. The holder of this Mortgage, Newburyport Institution for Savings, has subordinated its interest to this agreement through a subordination and assent agreement, dated November 30, 2022, which is attached as Exhibit E.

EXHIBIT B

PHOTOGRAPHER'S AFFIDAVIT

Andrew Barr, being first duly sworn, states on oath as follows:

1. This affidavit is attached to a set of fifty-three (53) photographs printed from original 4x5 negatives developed from the film exposed by me on October 20, 21, and 22, 2021. Each photograph bears a letter-number symbol in the lower left hand corner on the reverse side, Historic New England negative numbers 56751-A to 56803-A.
2. Each such exposure was made with a Walker Titan XL 4 x 5 technical camera with no filter, using Ilford HP5 400 film at normal exposure and shutter speed settings.
3. Each such negative was developed by William Harting of Plymouth, MA in a normal manner without manipulation. No negative was created by more than one exposure and each such negative was delivered to Historic New England for permanent safekeeping.
4. Manufacturers' specifications and recommendations were followed with respect to all photographic materials used, with respect to film exposure, negative developing, photograph printing, and with respect to the care and maintenance of all such materials and final products.

FURTHER AFFIANT SAYETH NOT.

2-11-22
Date

Andrew Barr
Andrew Barr

On this 11 day of Feb., 2022, before me, the undersigned notary public, personally appeared Andrew Barr, proved to me through satisfactory evidence of identification, which were a drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Cheryl A. Brownell
Notary Public

My commission expires: 12/15/2028



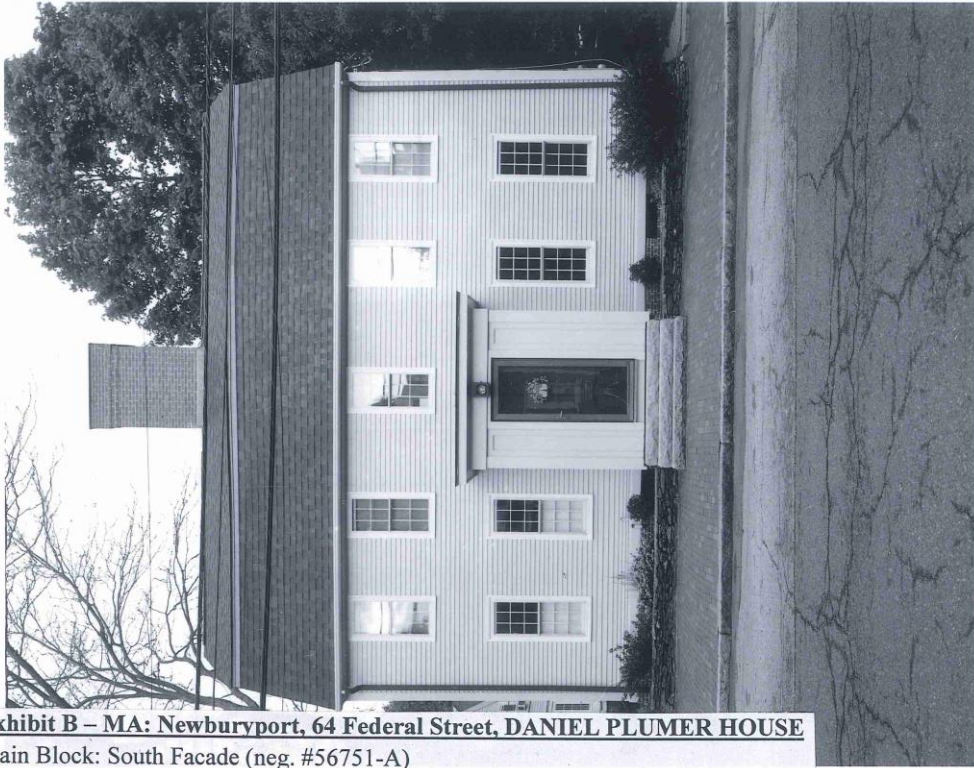


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: South Facade (neg. #56751-A)

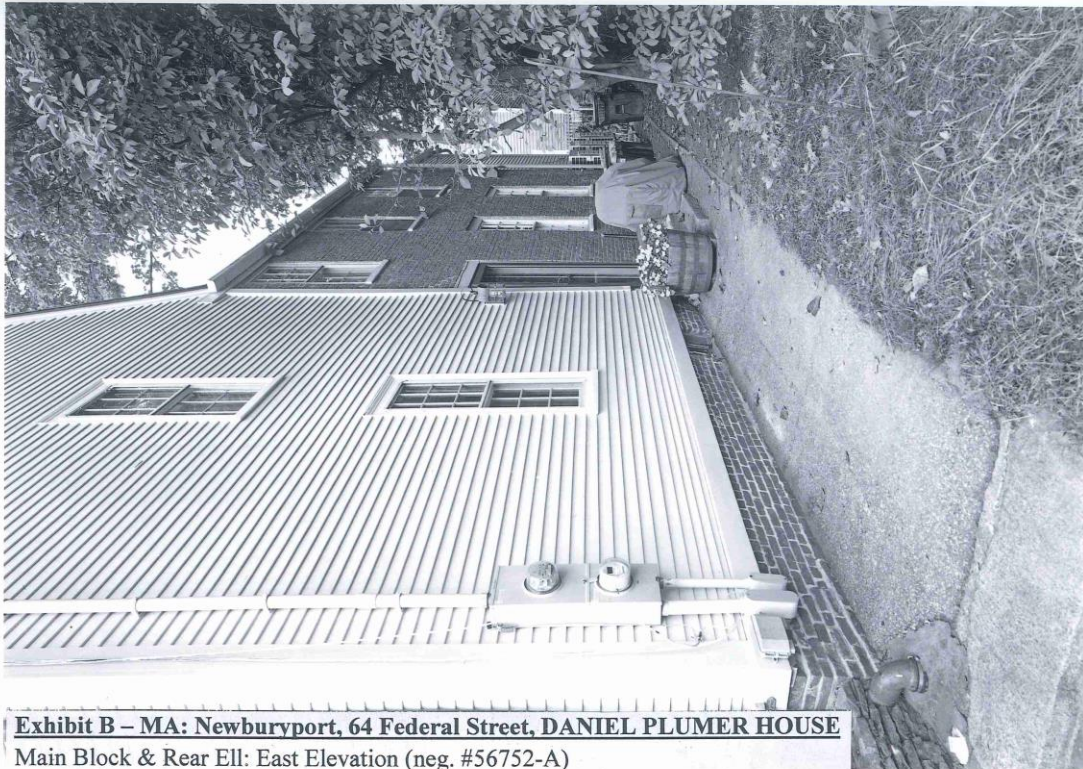


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block & Rear Ell: East Elevation (neg. #56752-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
 Rear Ell: East Elevation (neg. #56753-A)

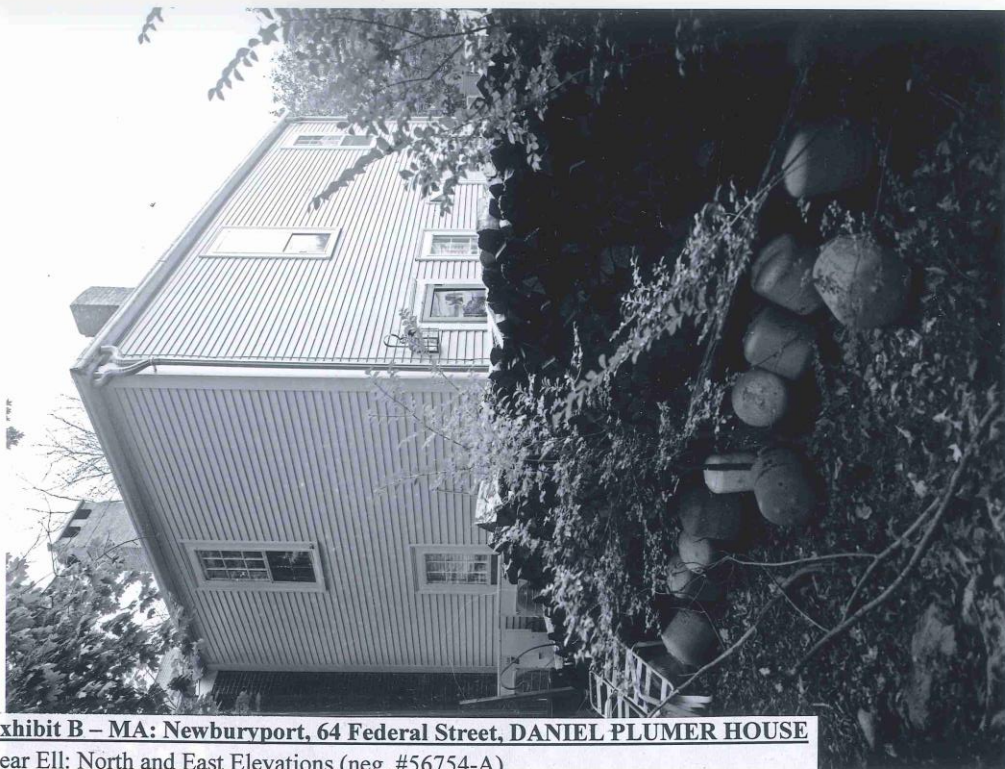


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
 Rear Ell: North and East Elevations (neg. #56754-A)

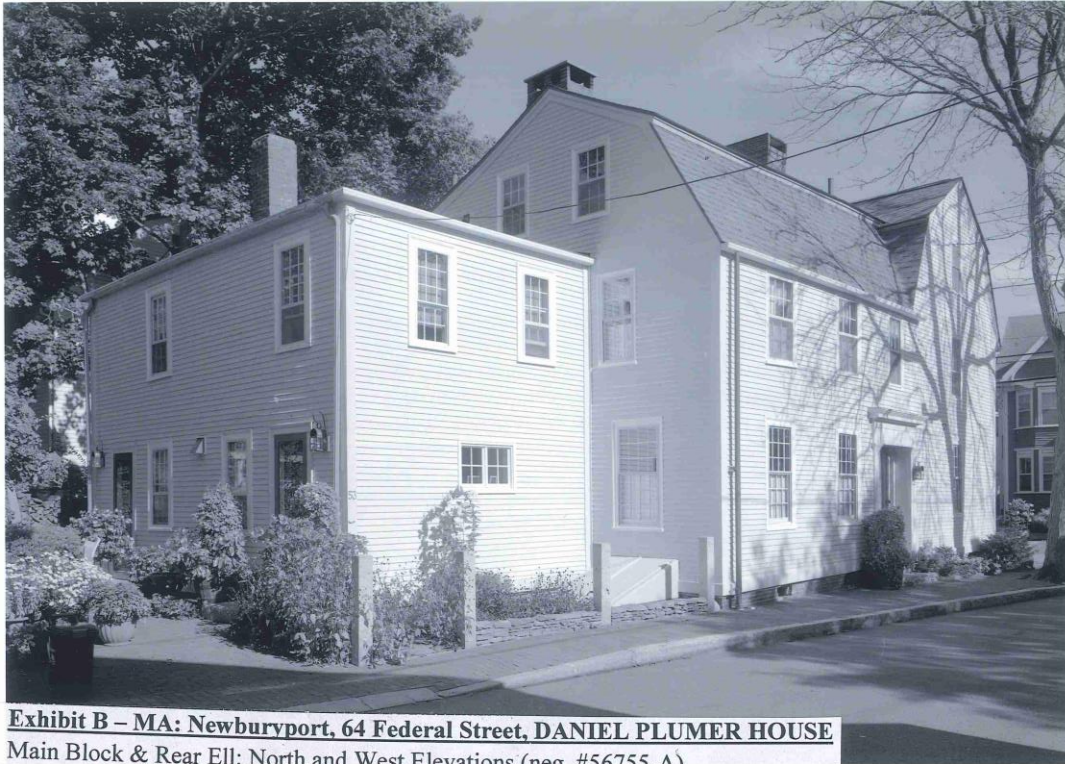


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block & Rear Ell: North and West Elevations (neg. #56755-A)

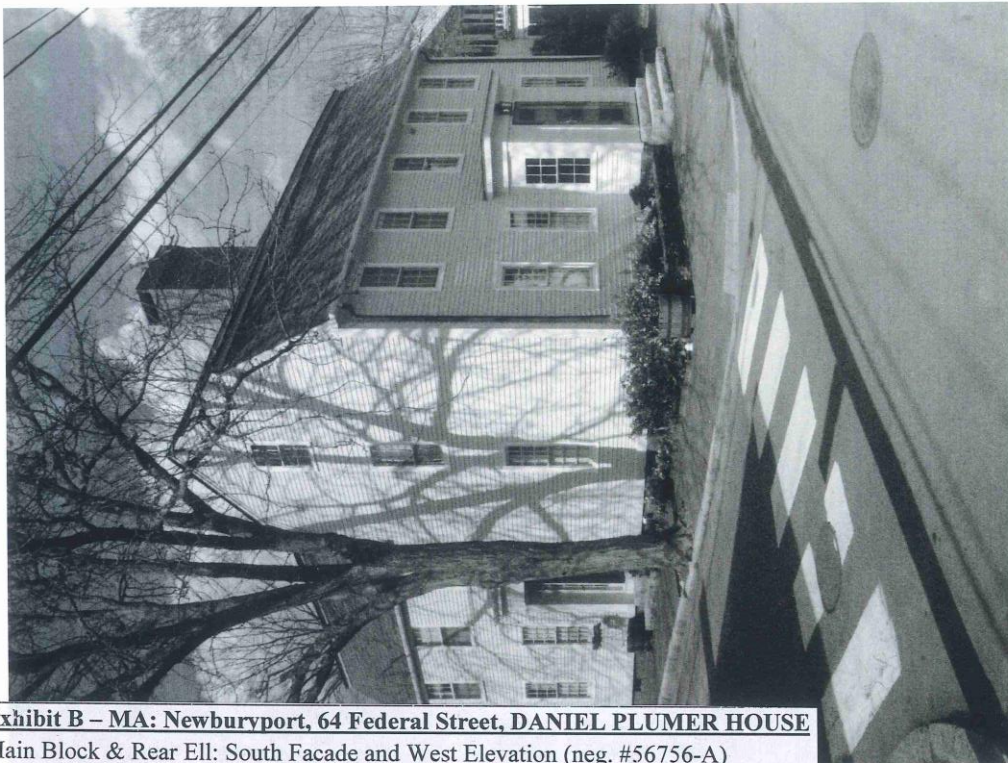


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block & Rear Ell: South Facade and West Elevation (neg. #56756-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: South Entry Hall – Looking Northwest (neg. #56757-A)

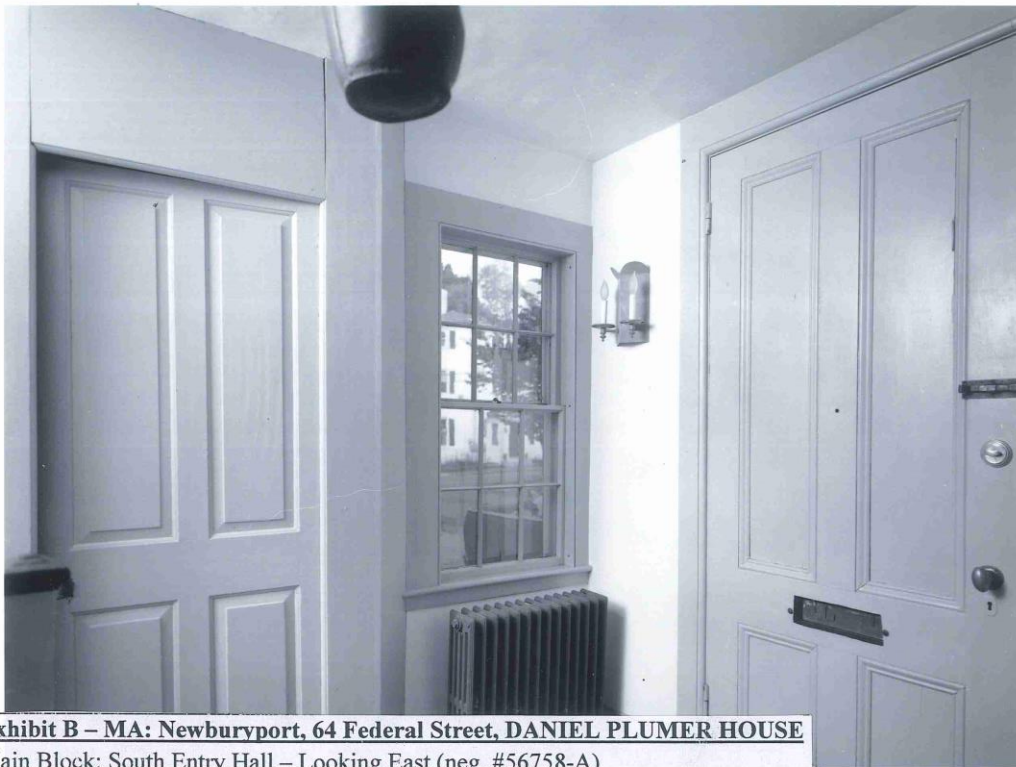


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: South Entry Hall – Looking East (neg. #56758-A)

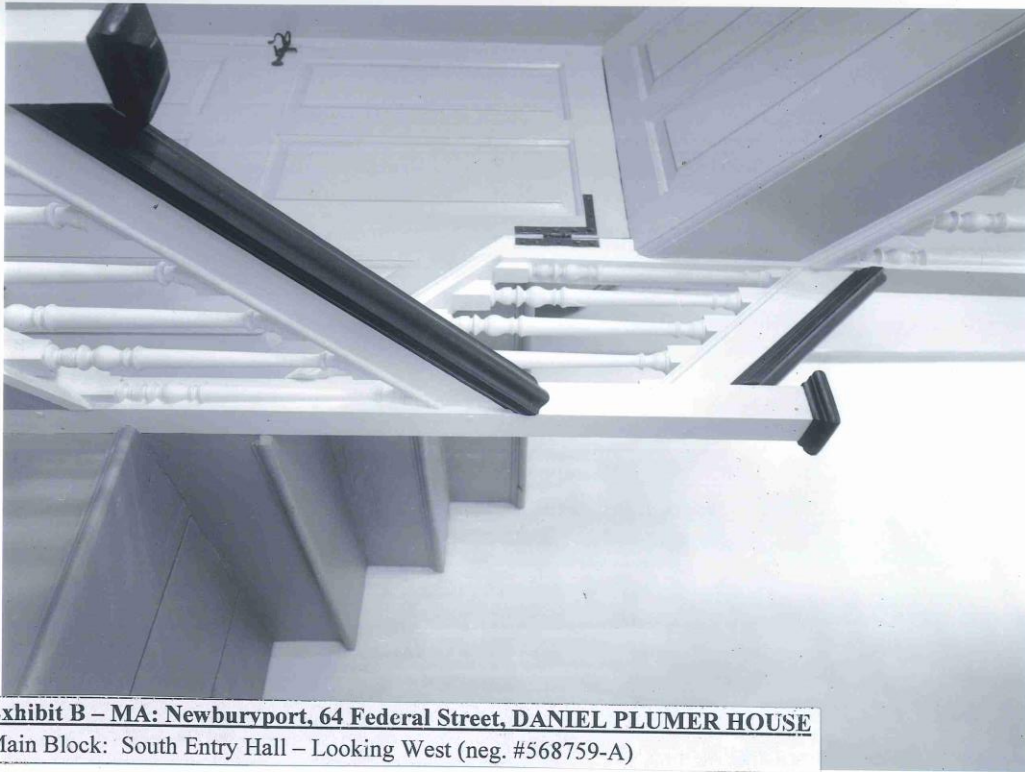


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: South Entry Hall – Looking West (neg. #568759-A)

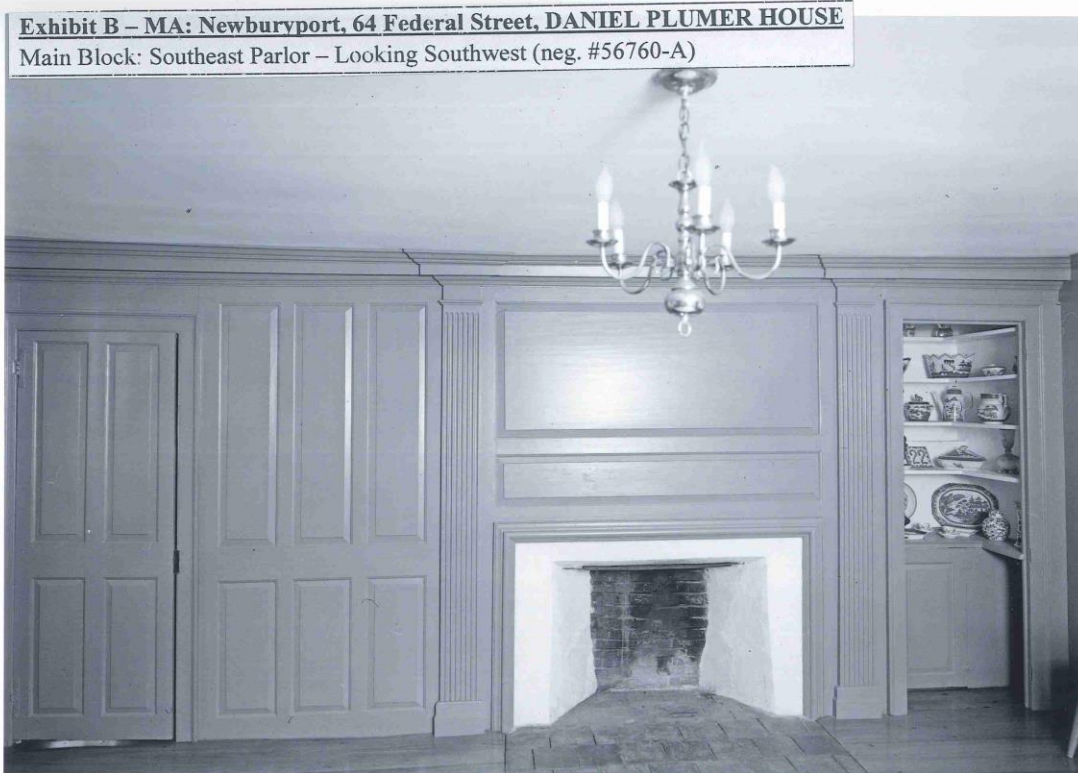


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southeast Parlor – Looking Southwest (neg. #56760-A)

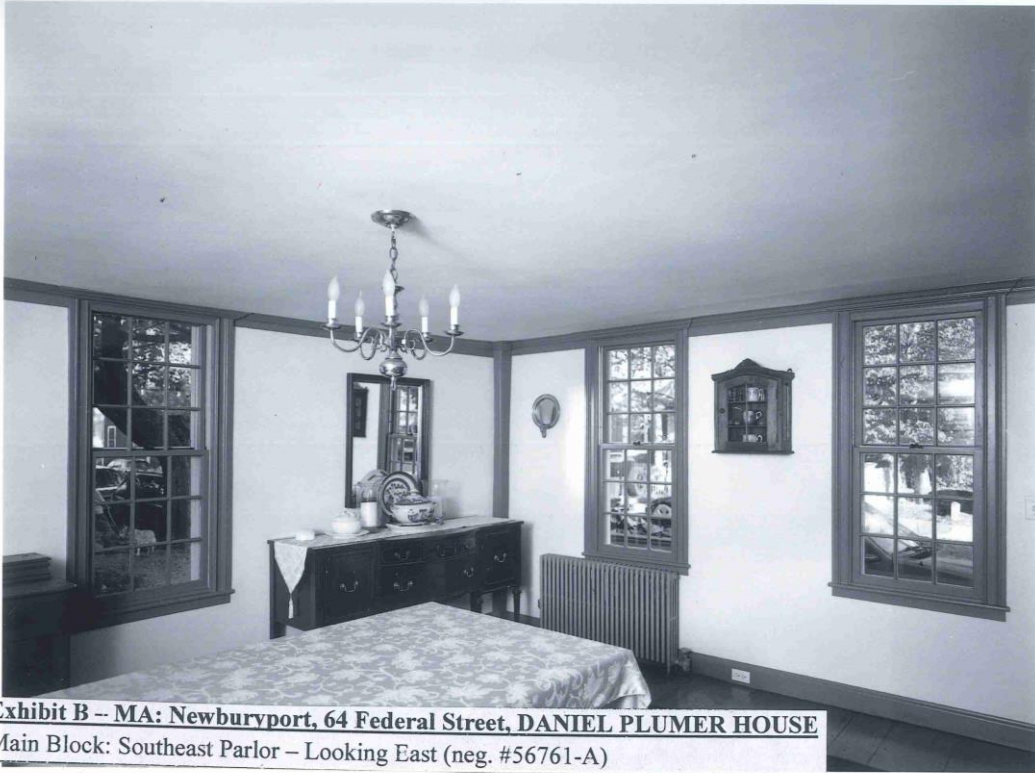


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
 Main Block: Southeast Parlor – Looking North (neg. #56762-A)



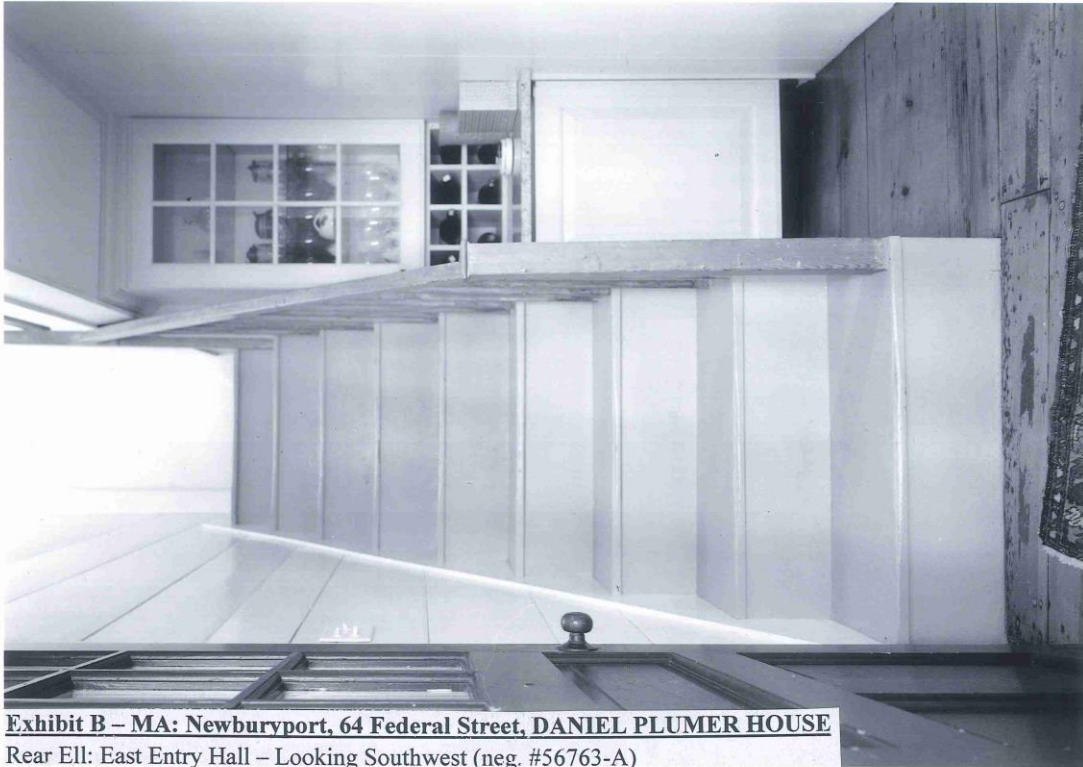


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: East Entry Hall – Looking Southwest (neg. #56763-A)

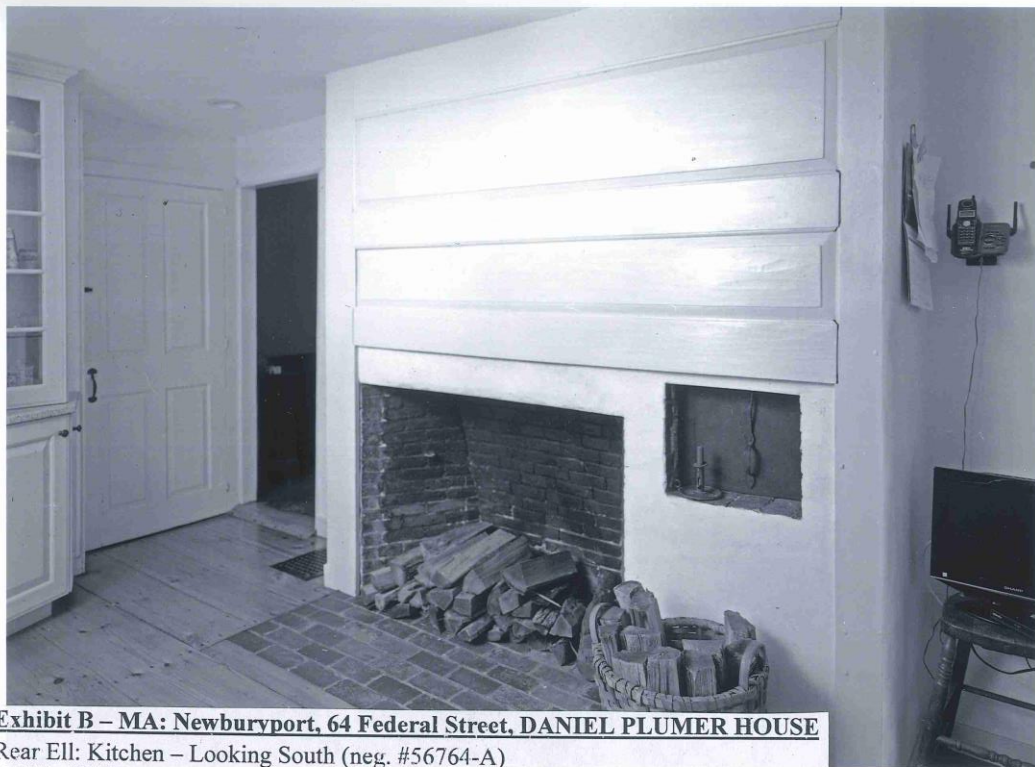


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Kitchen – Looking South (neg. #56764-A)

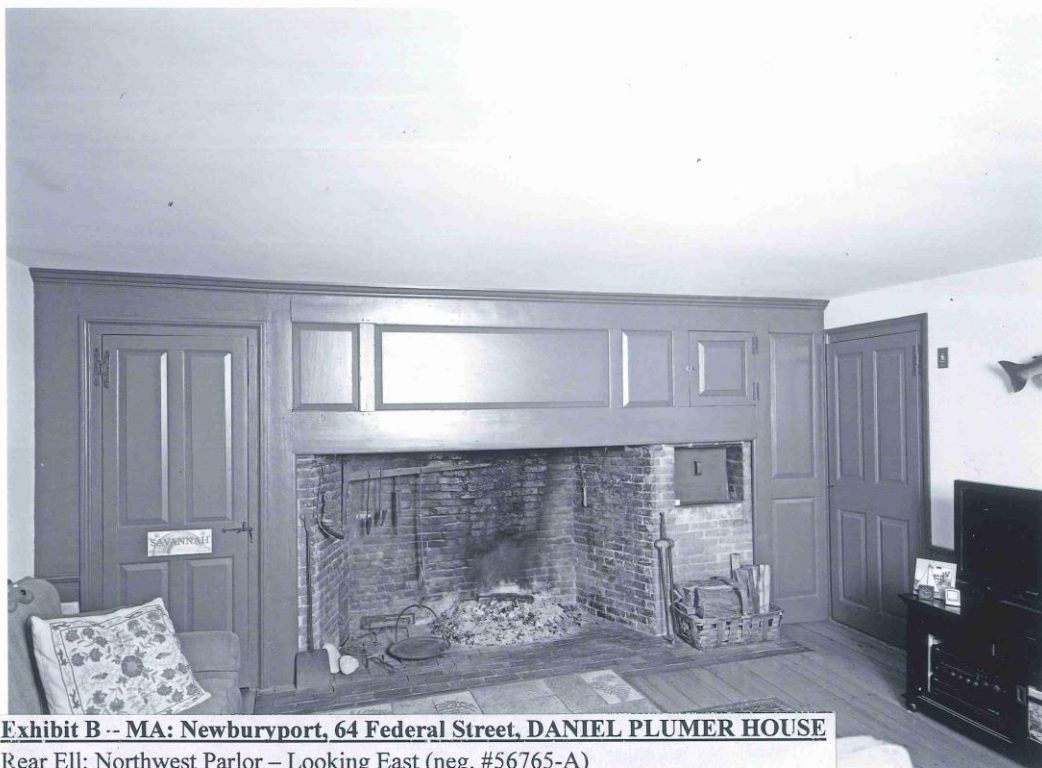


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Northwest Parlor -- Looking East (neg. #56765-A)

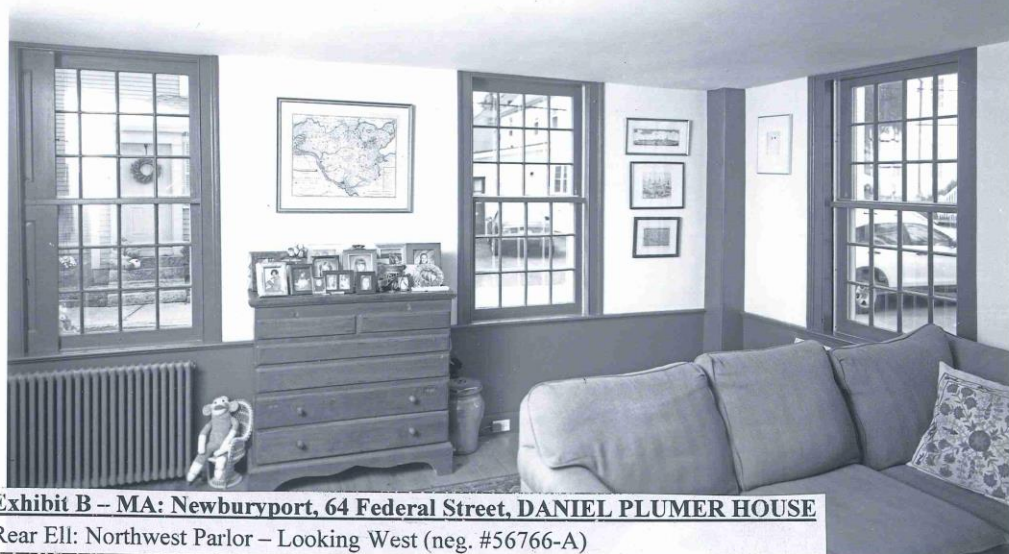


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Northwest Parlor -- Looking West (neg. #56766-A)

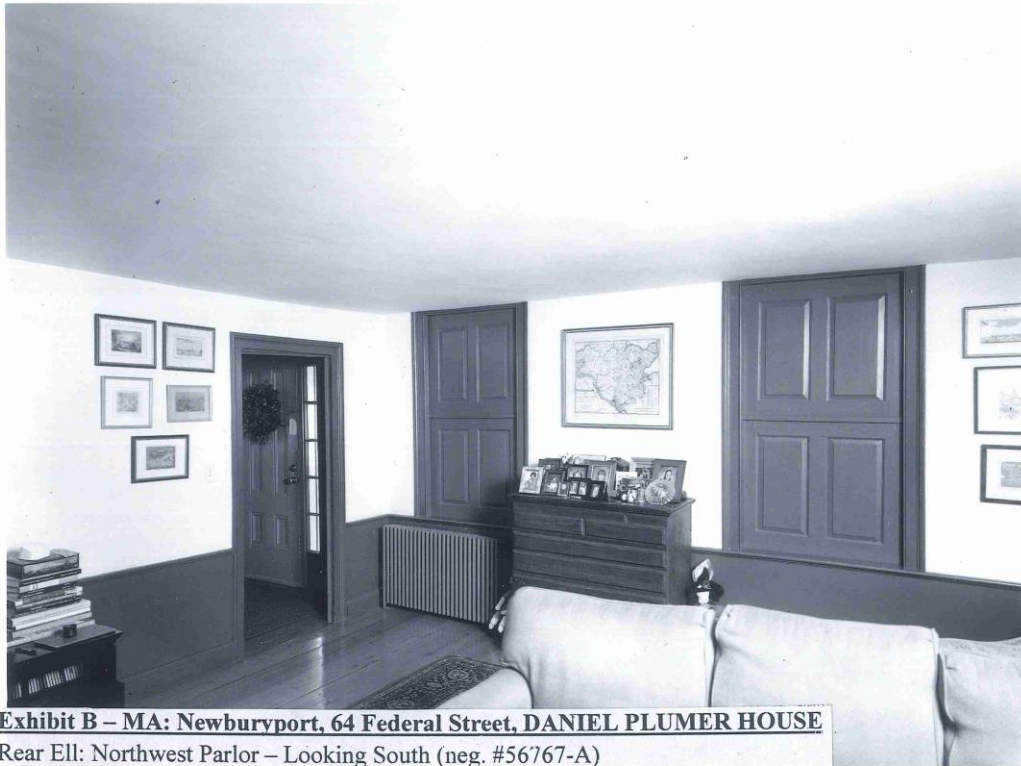


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Northwest Parlor – Looking South (neg. #56767-A)

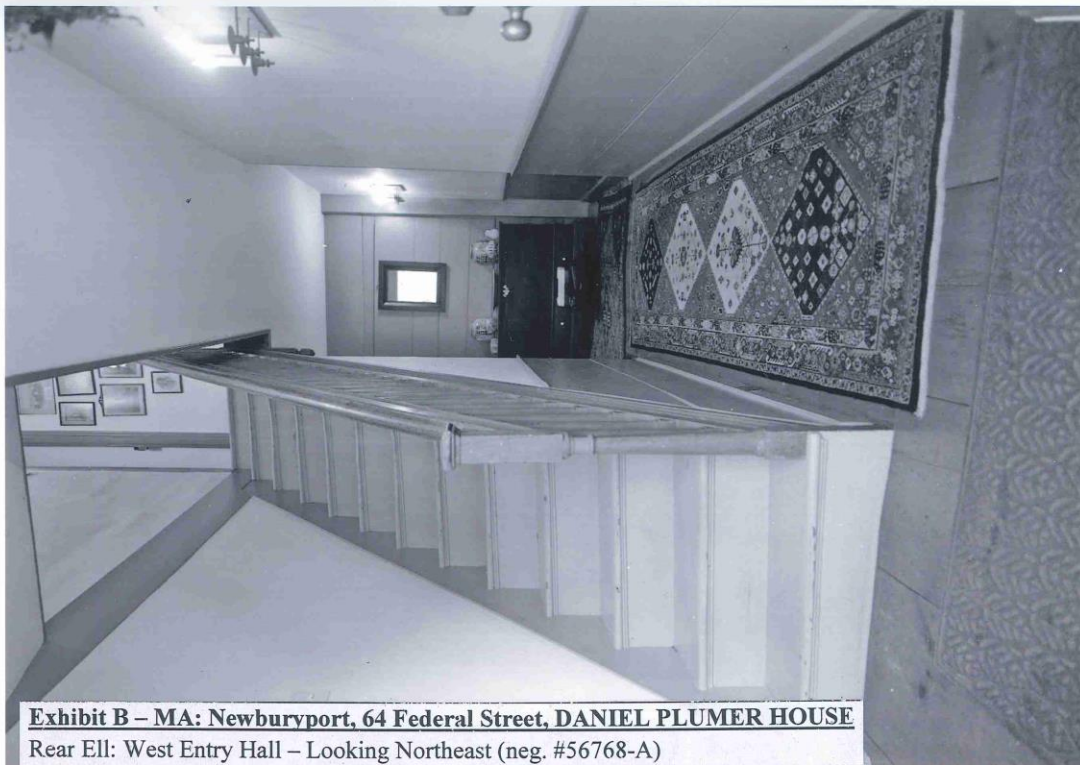


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: West Entry Hall – Looking Northeast (neg. #56768-A)

Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: West Entry Hall – Looking East (neg. #56769-A)

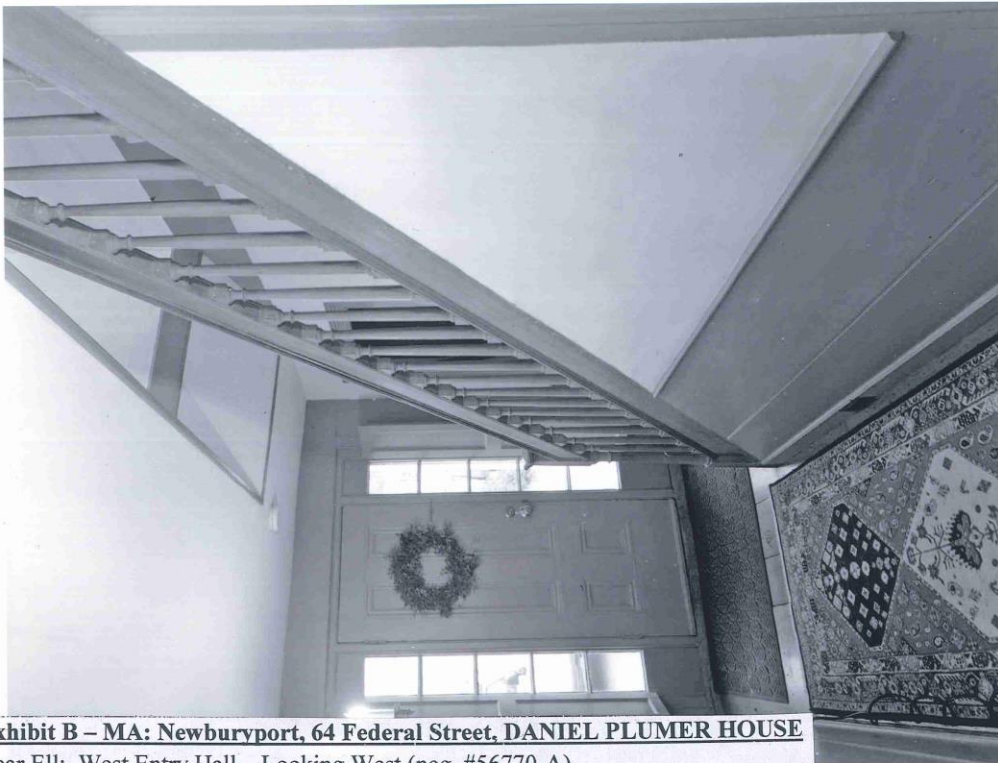
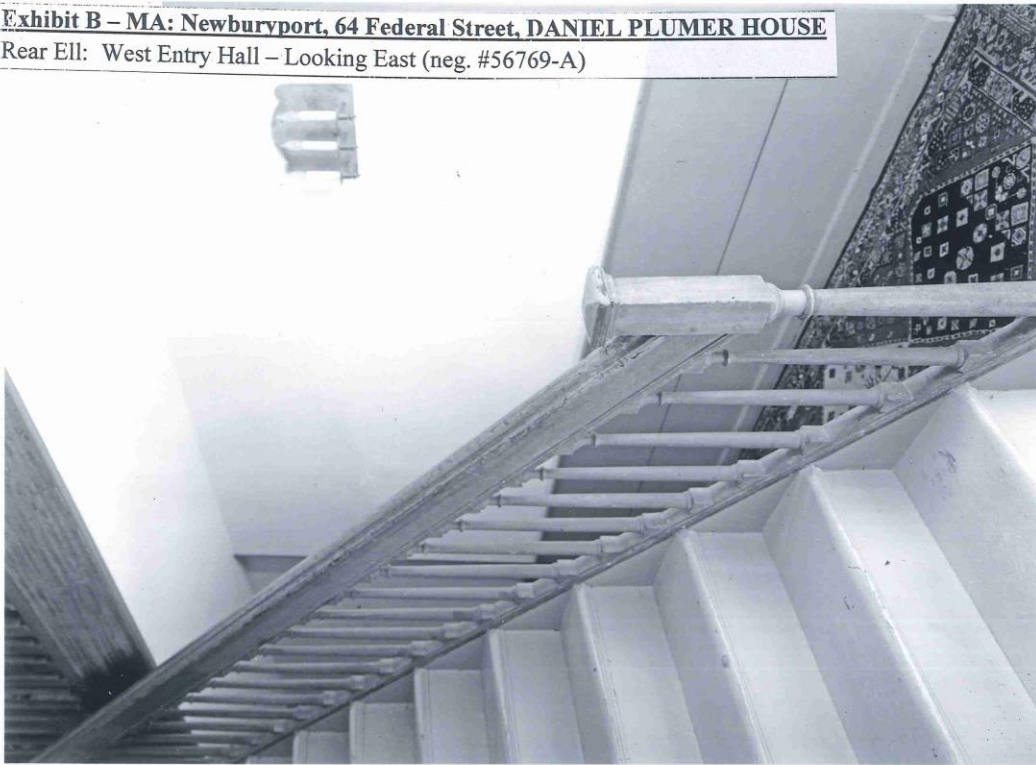


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: West Entry Hall – Looking West (neg. #56770-A)

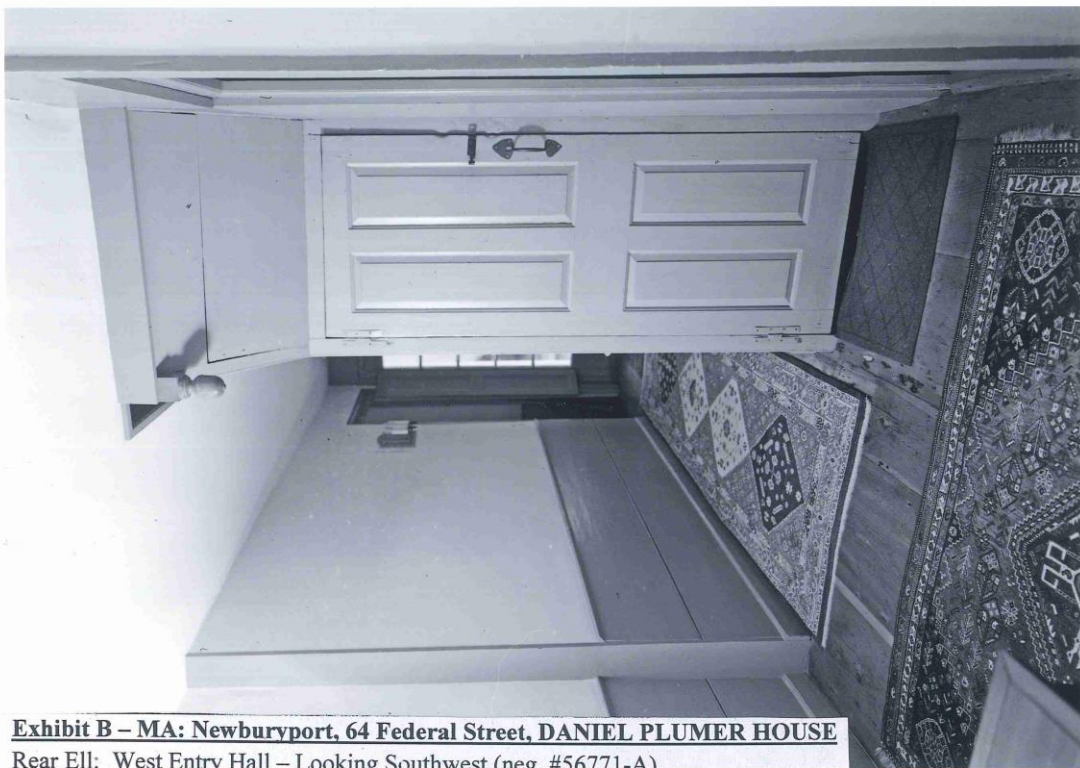


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
 Rear Ell: West Entry Hall – Looking Southwest (neg. #56771-A)

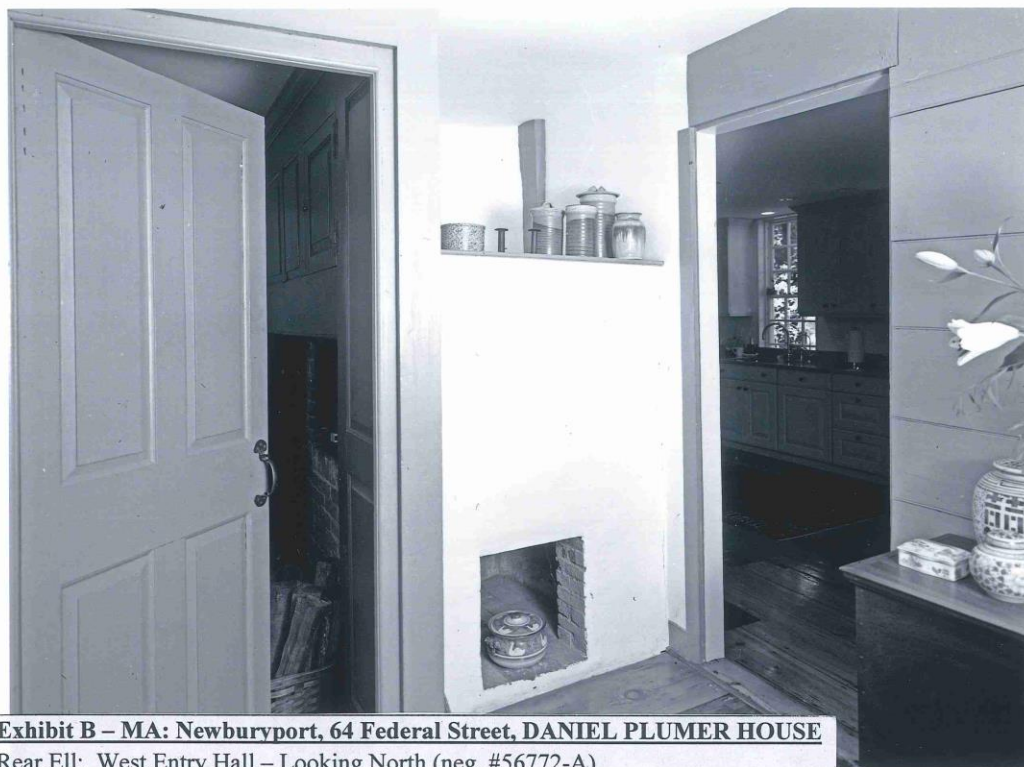


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
 Rear Ell: West Entry Hall – Looking North (neg. #56772-A)

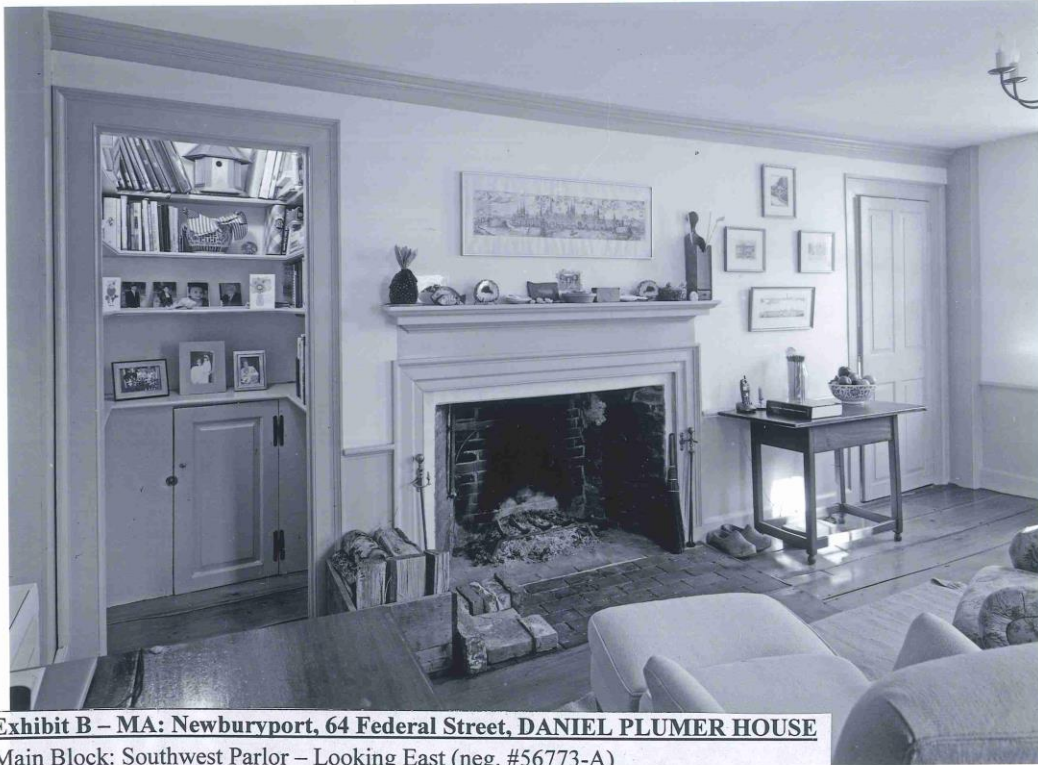


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southwest Parlor – Looking East (neg. #56773-A)

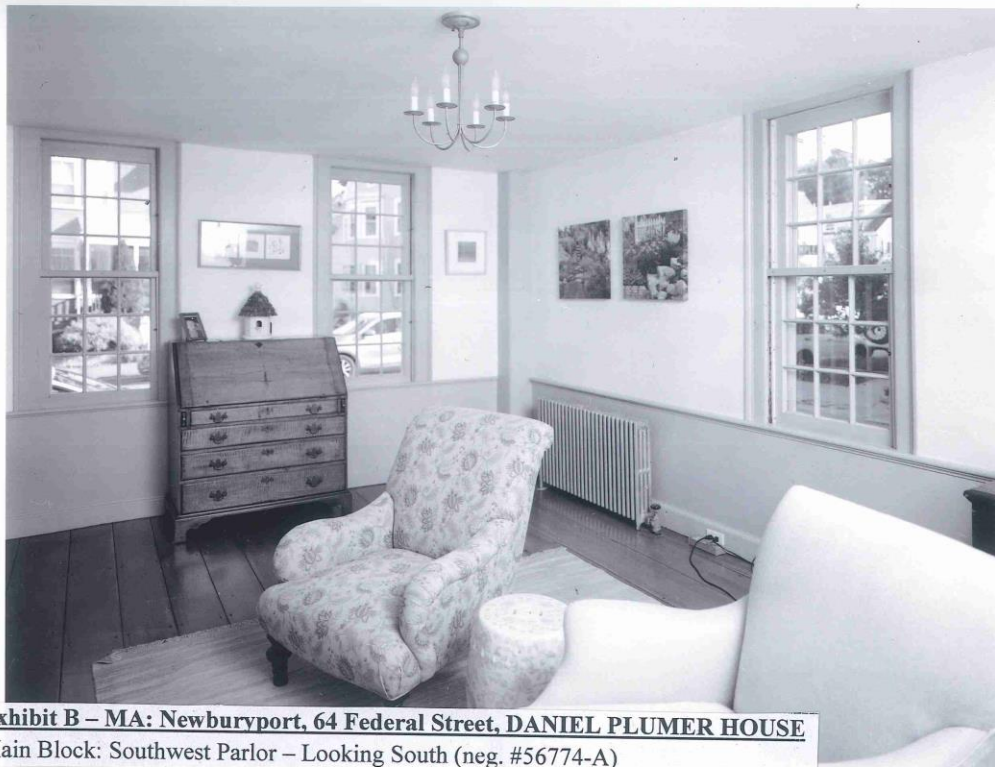


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southwest Parlor – Looking South (neg. #56774-A)

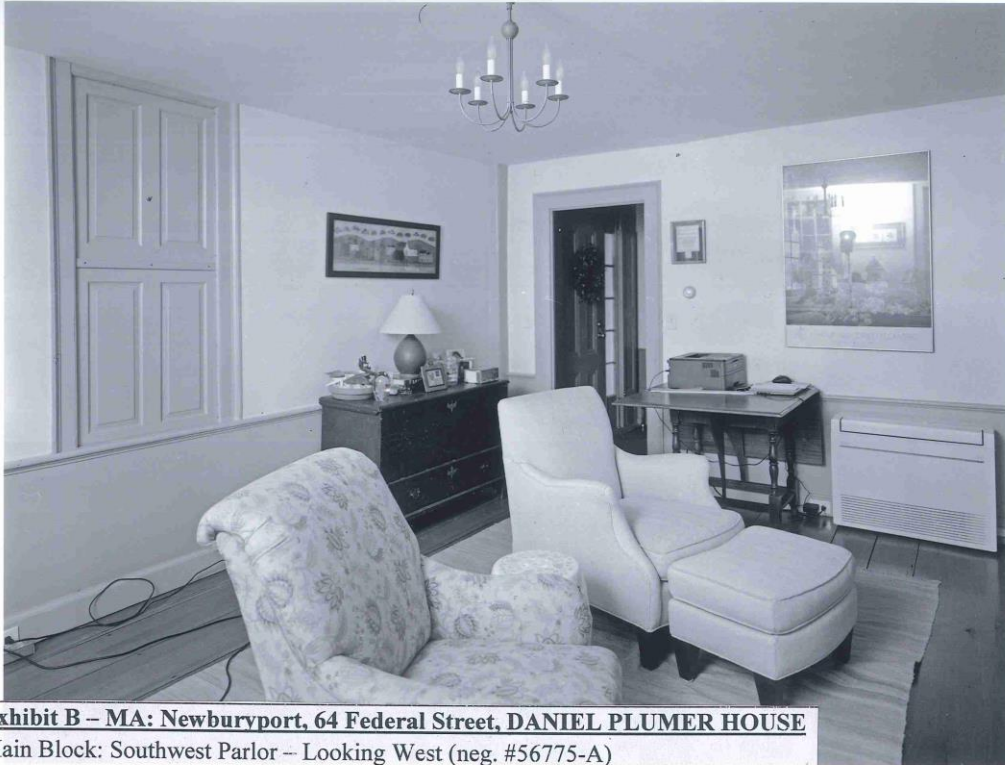


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southwest Parlor – Looking West (neg. #56775-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: South Stairhall – Looking North (neg. #56776-A)

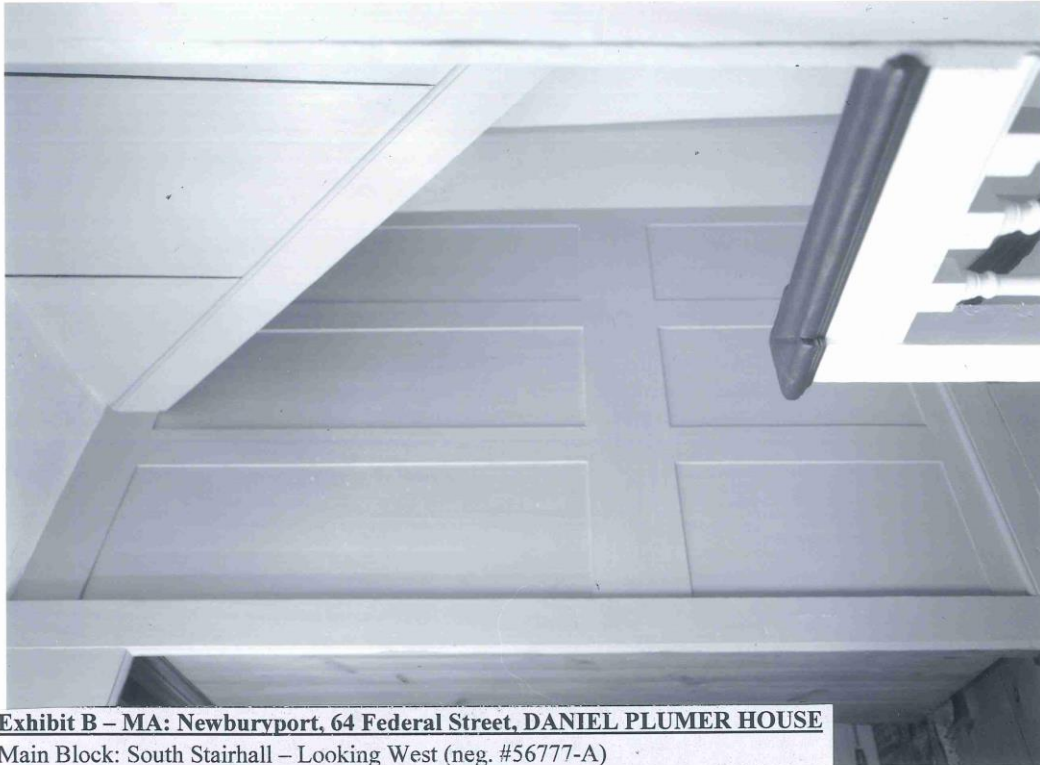


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: South Stairhall – Looking West (neg. #56777-A)

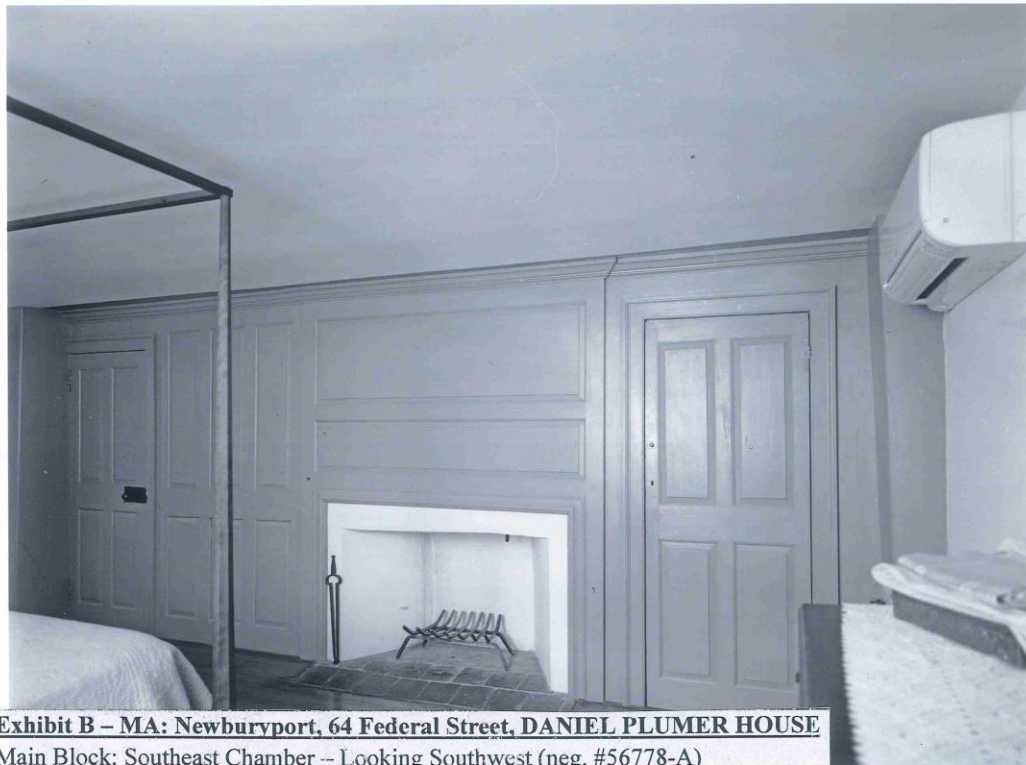
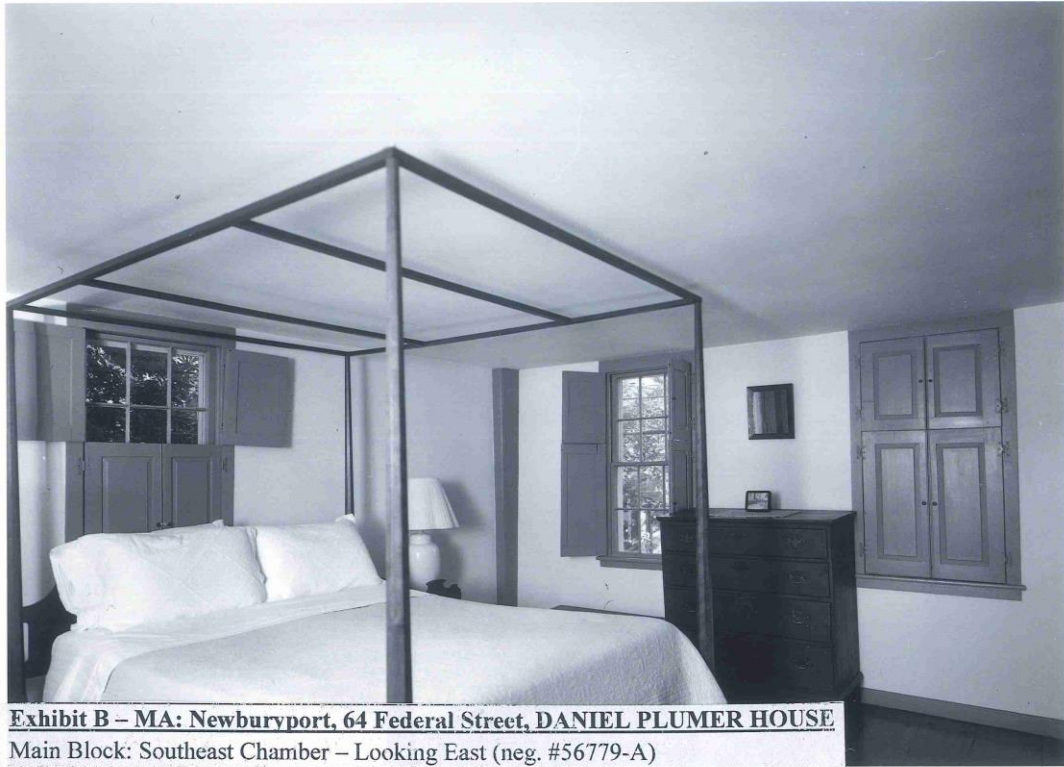


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southeast Chamber -- Looking Southwest (neg. #56778-A)



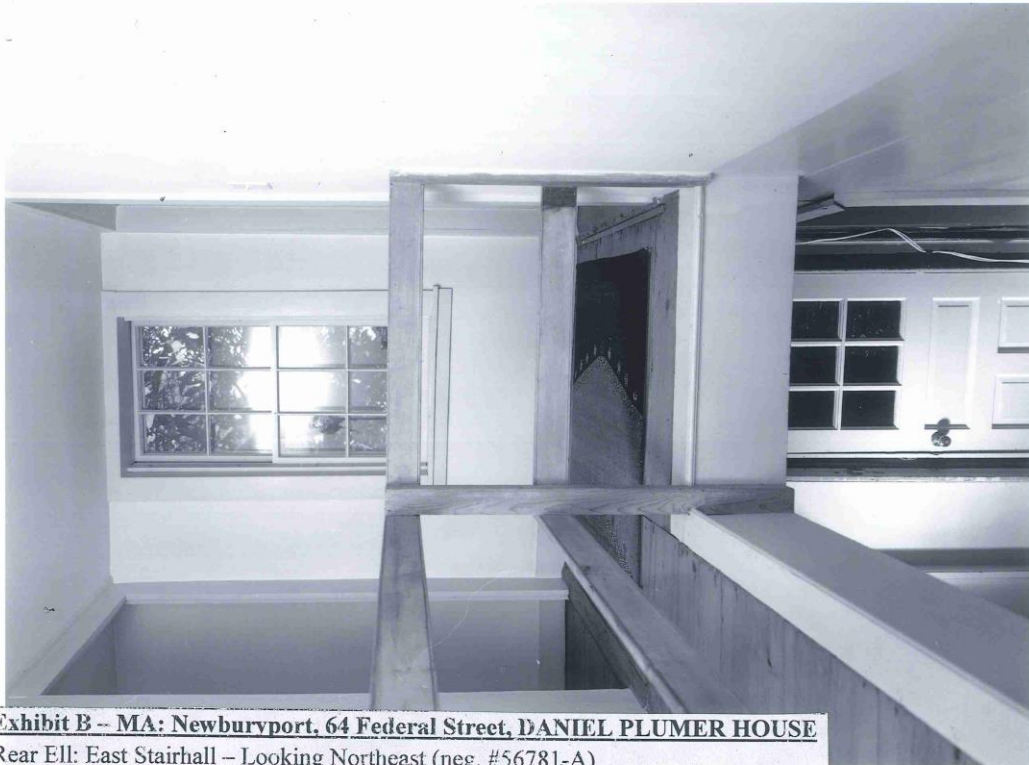


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: East Stairhall -- Looking Northeast (neg. #56781-A)



Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Northeast Chamber -- Looking North (neg. #56782-A)

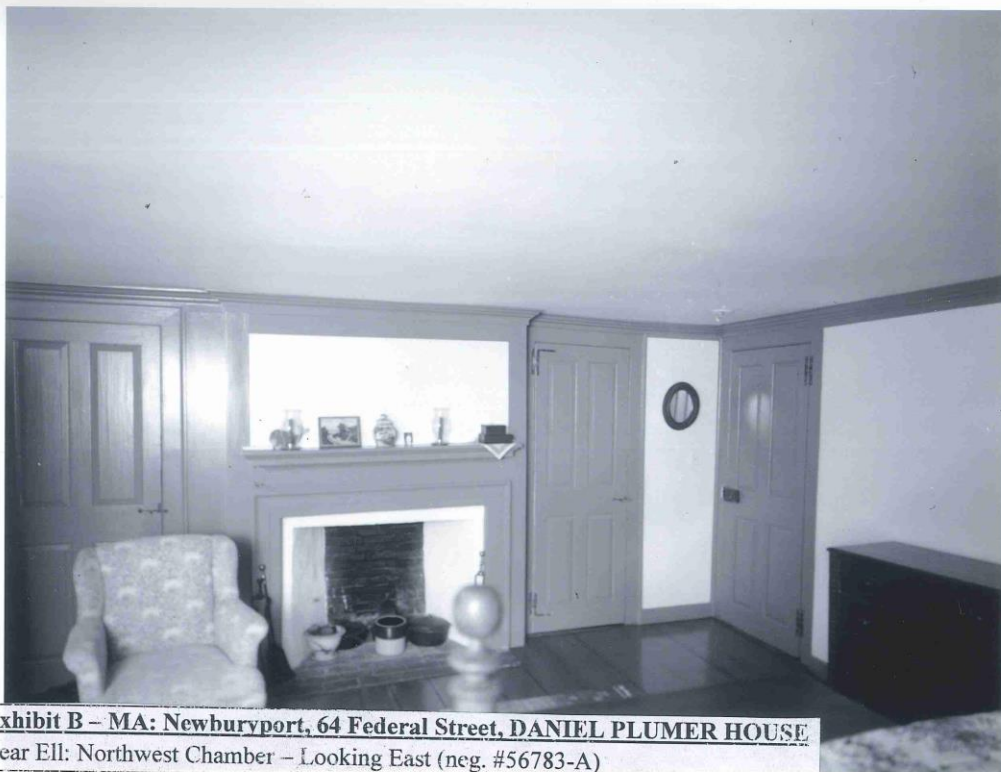


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
 Rear Ell: Northwest Chamber – Looking East (neg. #56783-A)

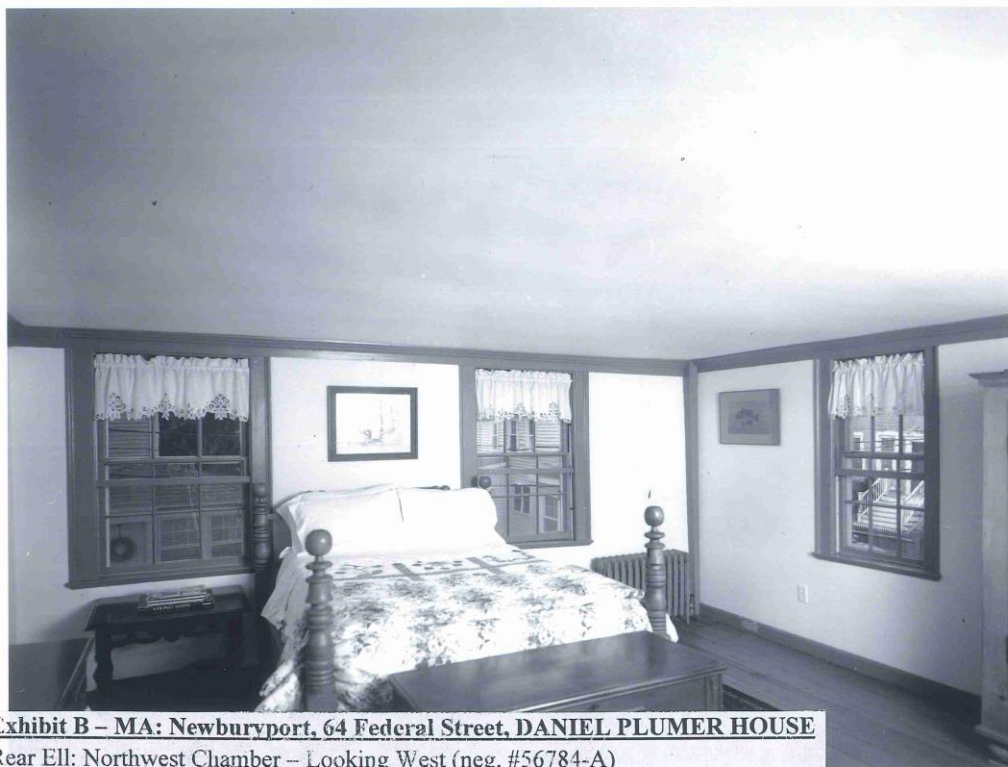


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
 Rear Ell: Northwest Chamber – Looking West (neg. #56784-A)

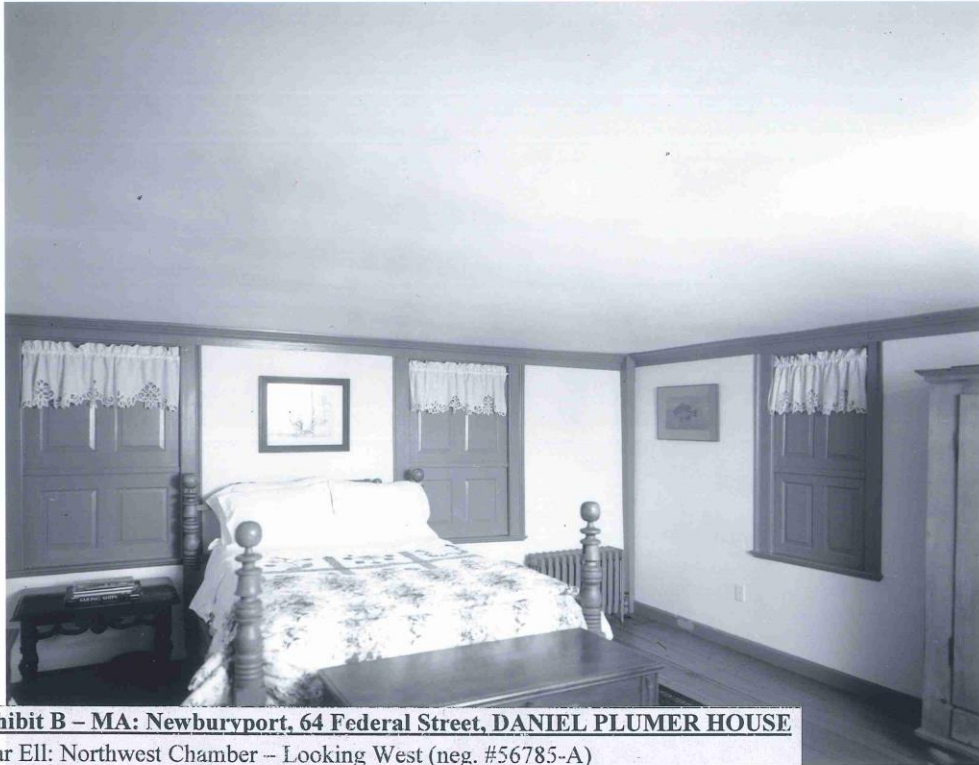


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
 Rear Ell: Northwest Chamber – Looking West (neg. #56785-A)

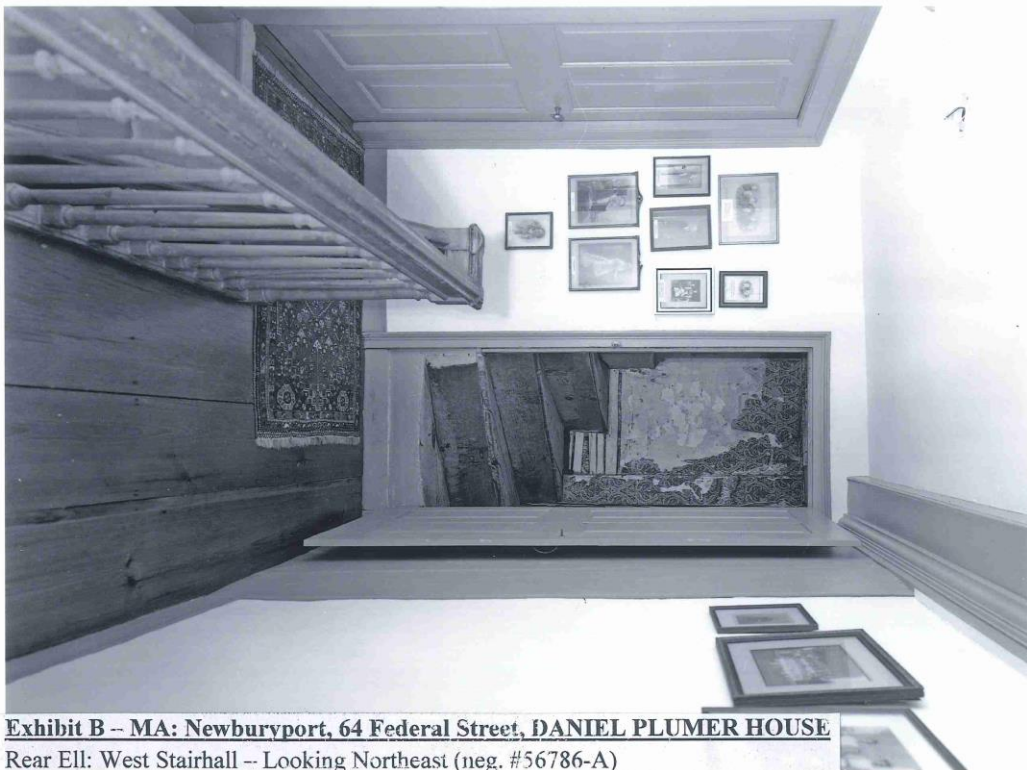


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
 Rear Ell: West Stairhall – Looking Northeast (neg. #56786-A)



Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: West Stairhall -- Looking Southwest (neg. #56787-A)



Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southwest Chamber -- Looking North (neg. #56788-A)

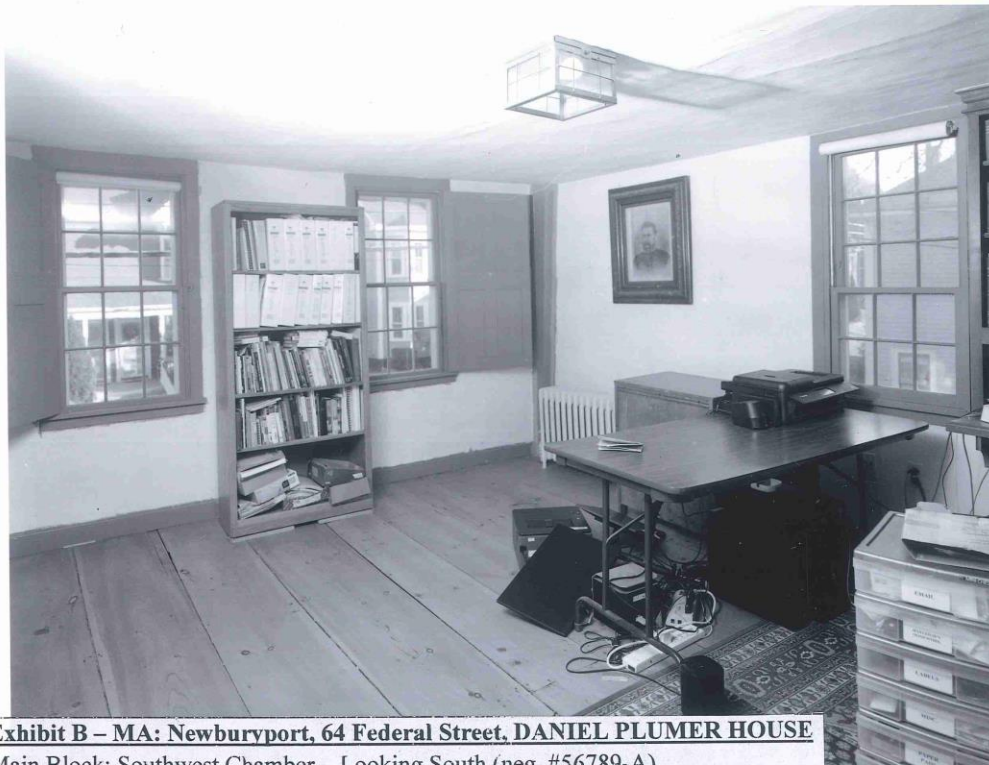


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southwest Chamber – Looking South (neg. #56789-A)

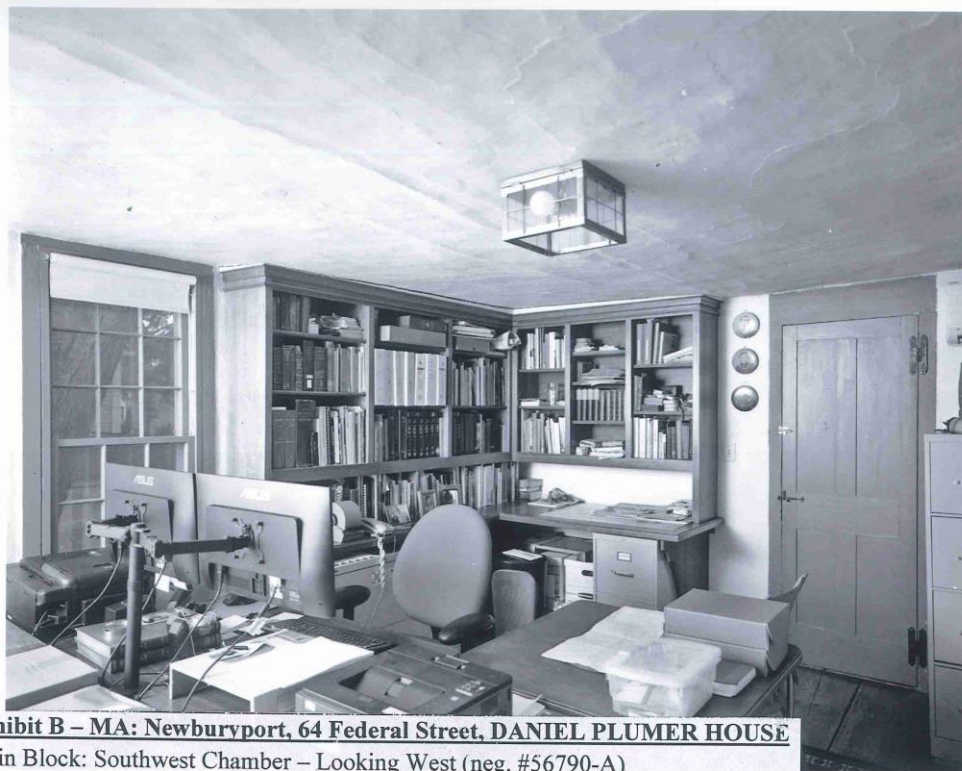


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southwest Chamber – Looking West (neg. #56790-A)

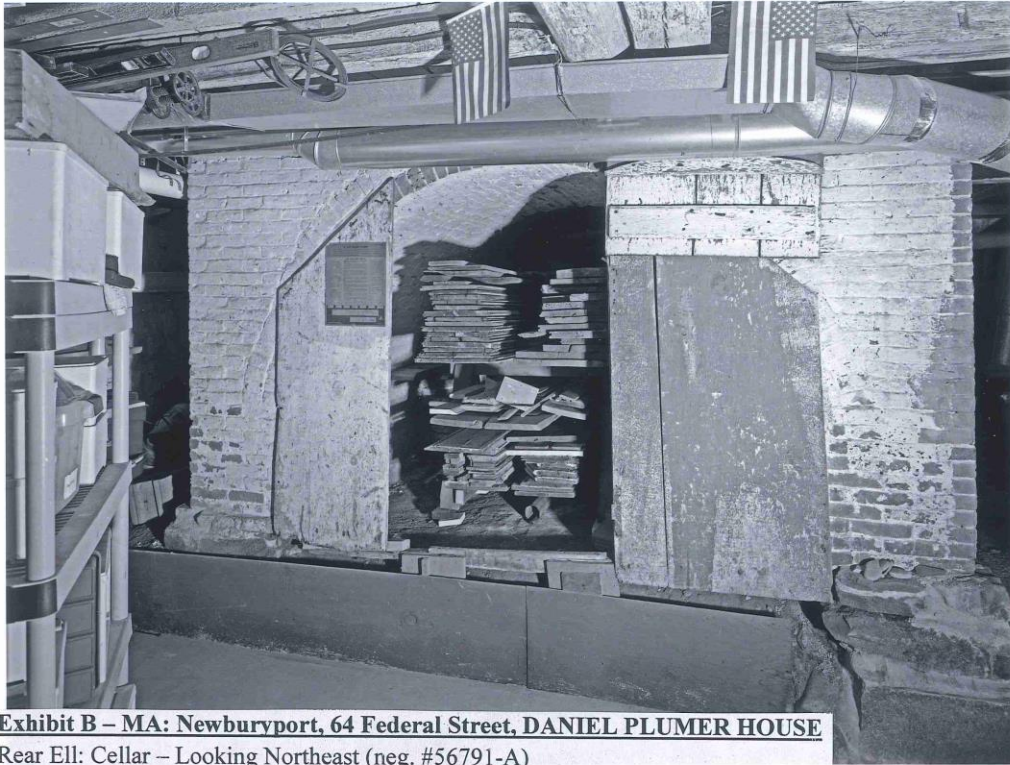


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Cellar – Looking Northeast (neg. #56791-A)

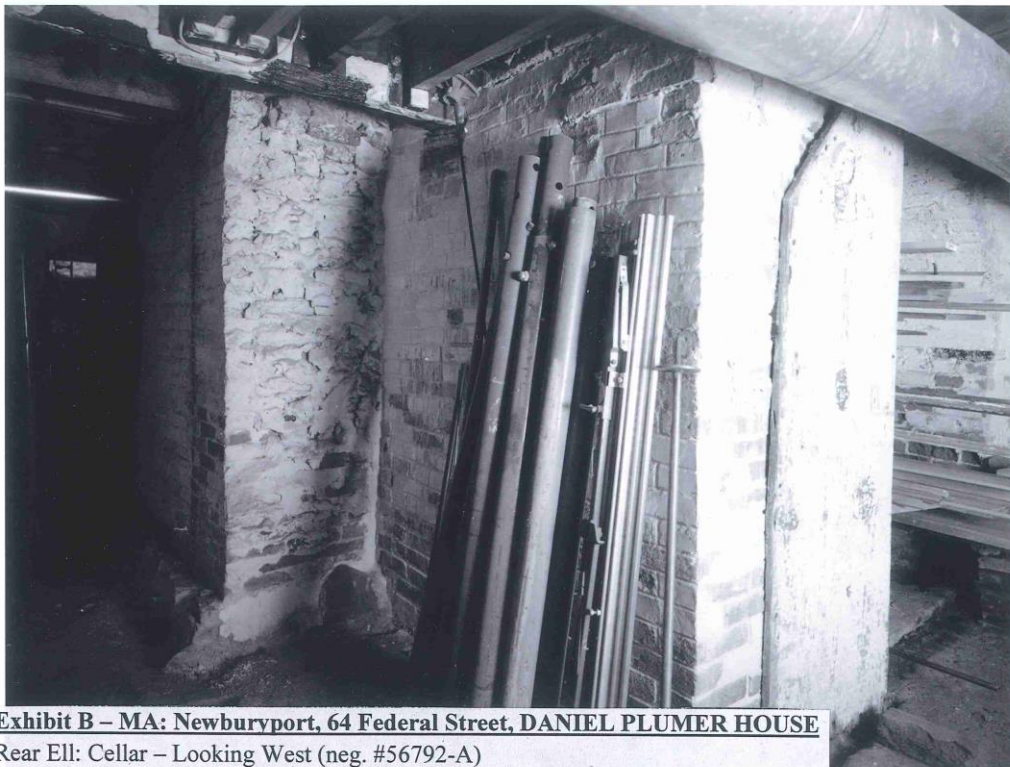


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Cellar – Looking West (neg. #56792-A)

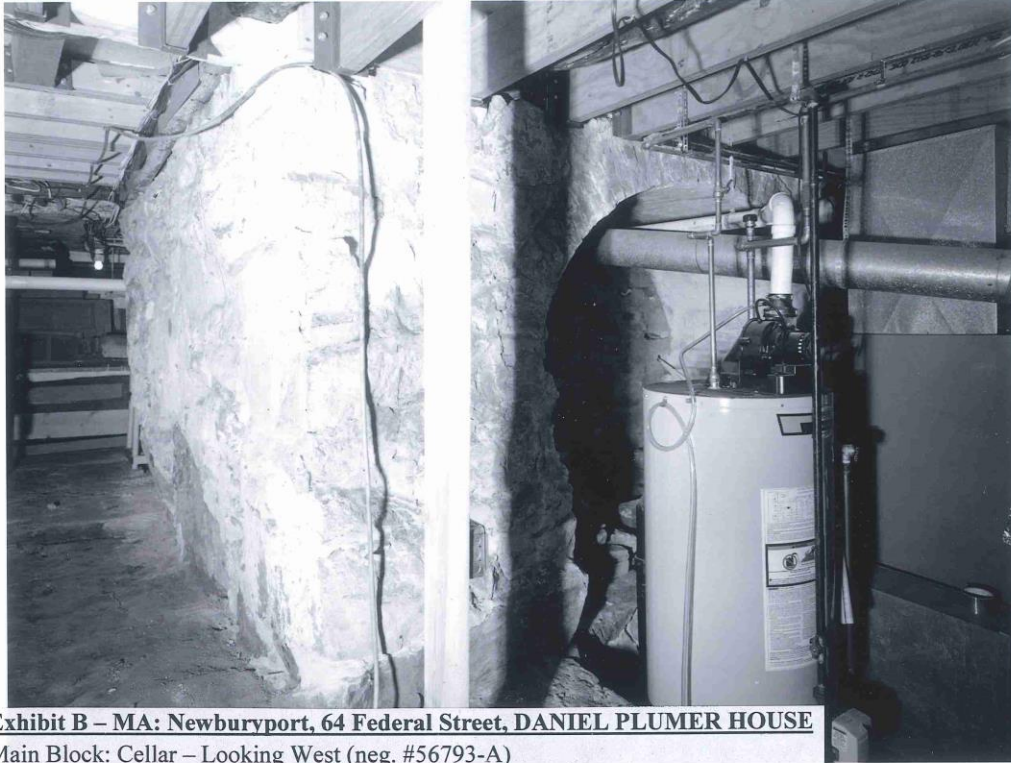


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Cellar – Looking West (neg. #56793-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Cellar – Looking South (neg. #56794-A)

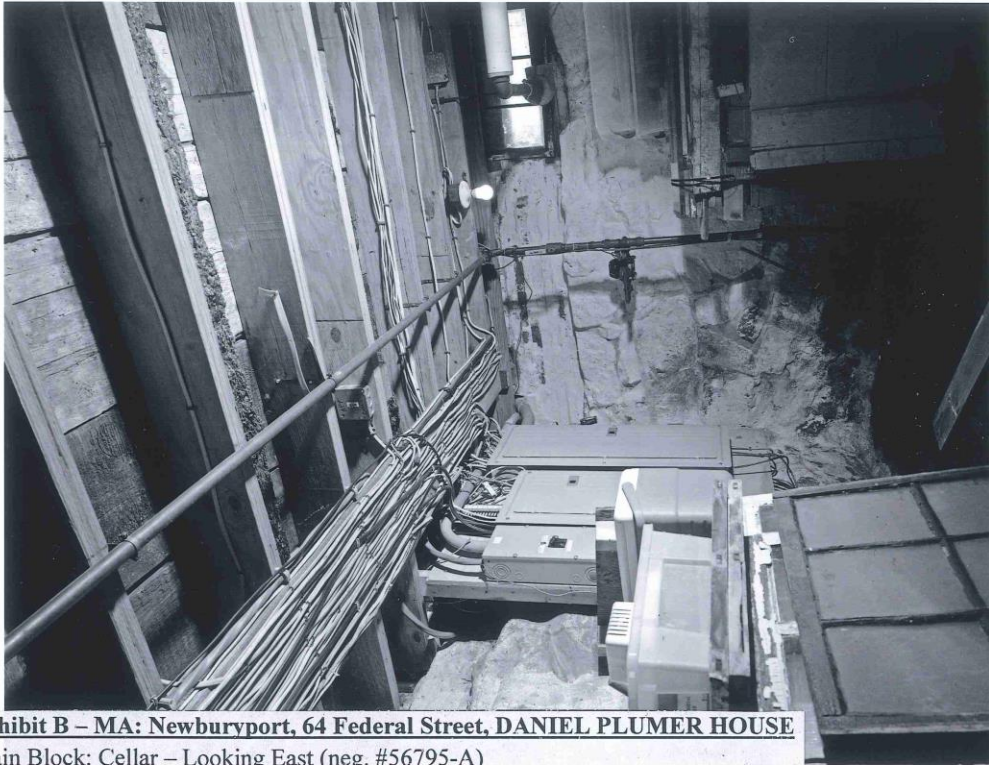


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Cellar – Looking East (neg. #56795-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: South Stairhall Attic Stair – Looking Northwest (neg. #56796-A)

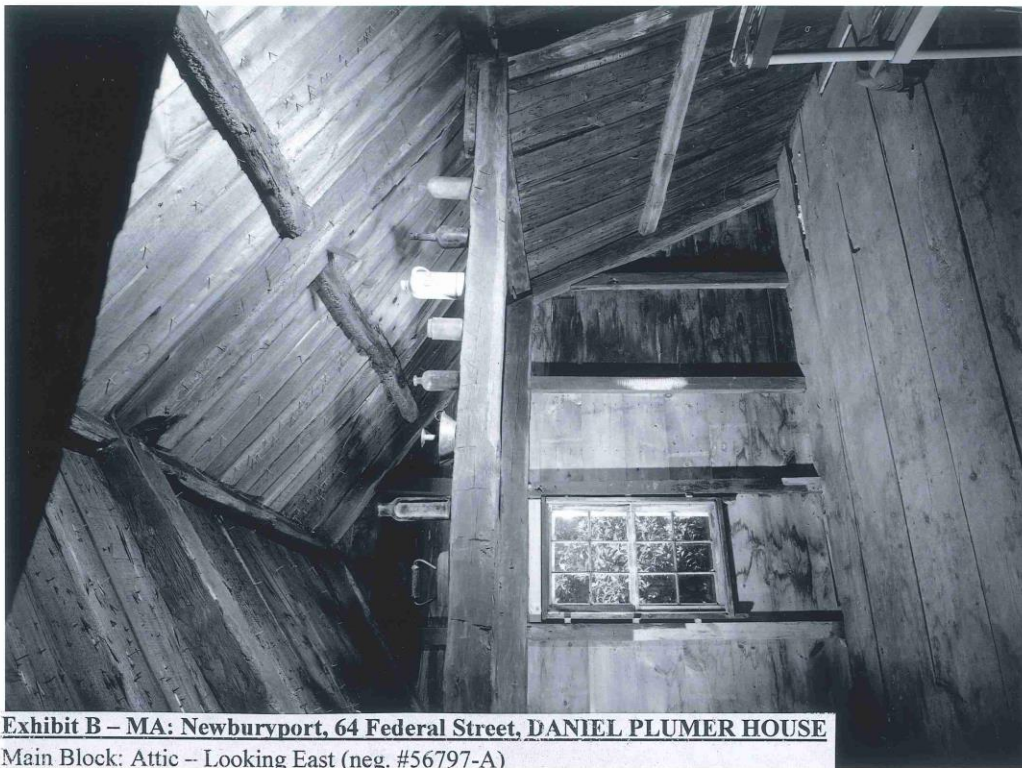


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Attic – Looking East (neg. #56797-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Attic – Looking West (neg. #56798-A)

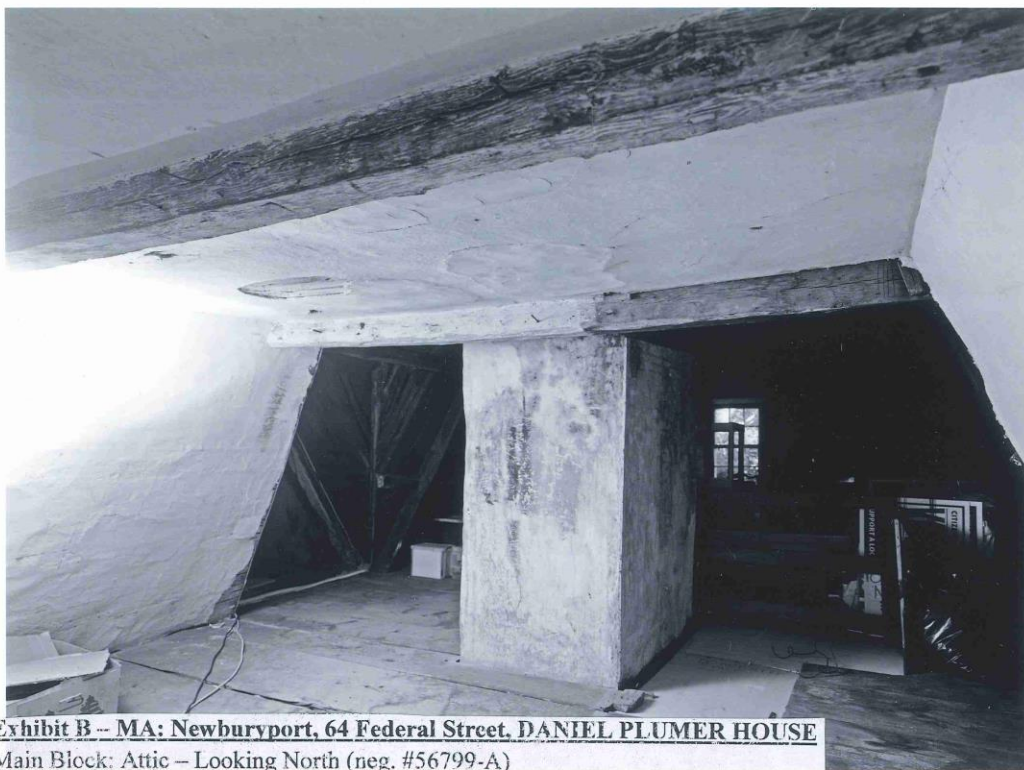


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Attic -- Looking North (neg. #56799-A)

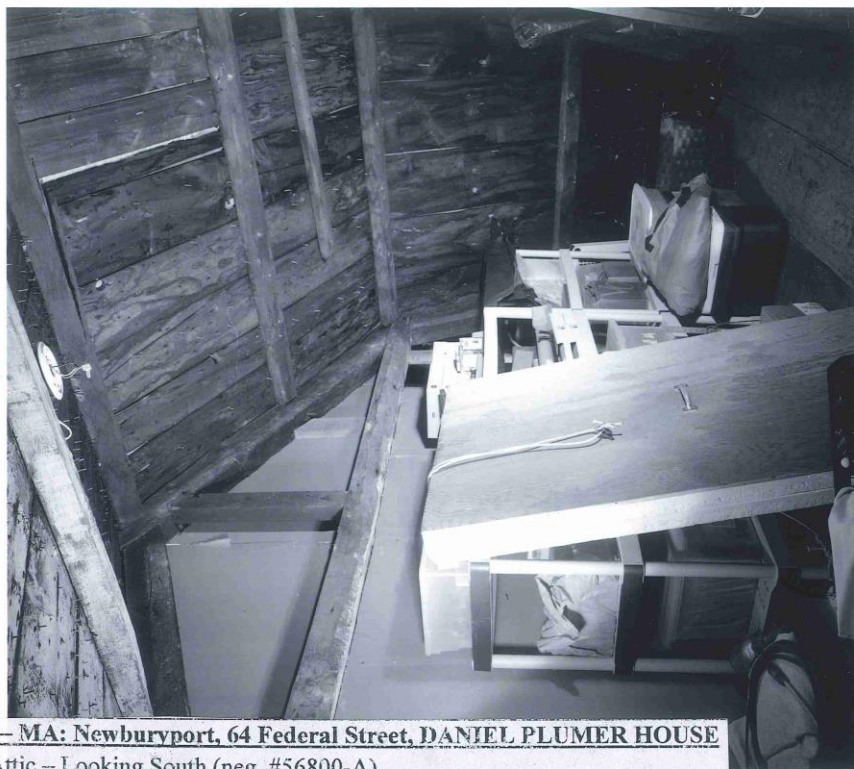


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Attic -- Looking South (neg. #56800-A)

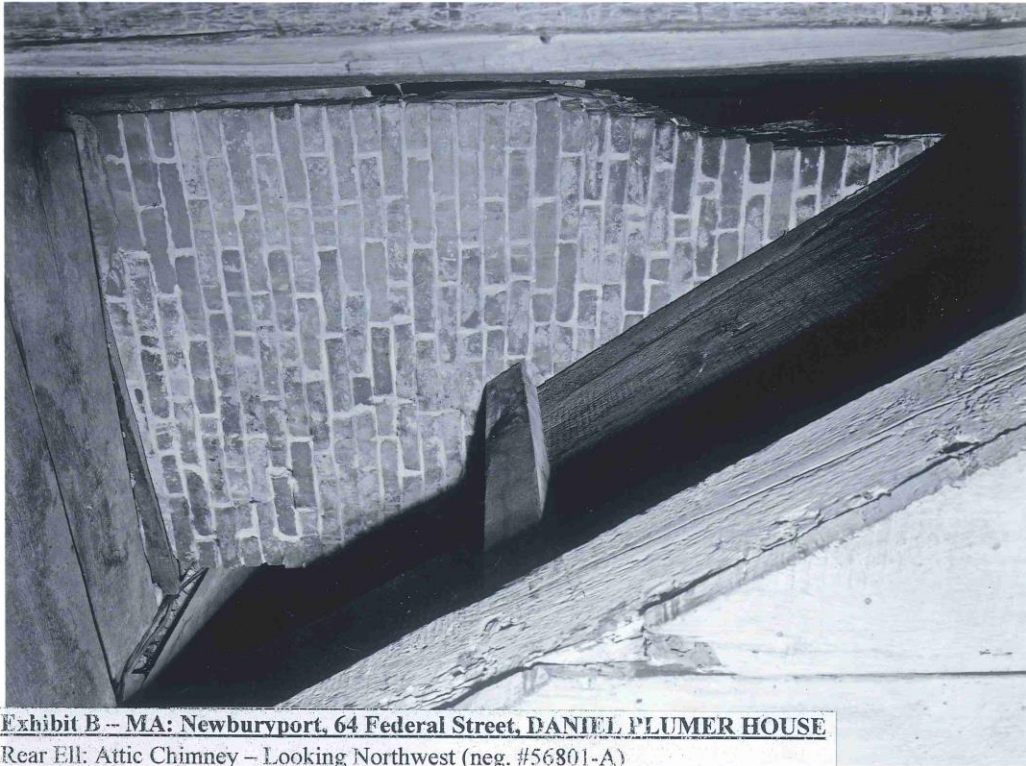


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
 Rear Ell: Attic Chimney -- Looking Northwest (neg. #56801-A)

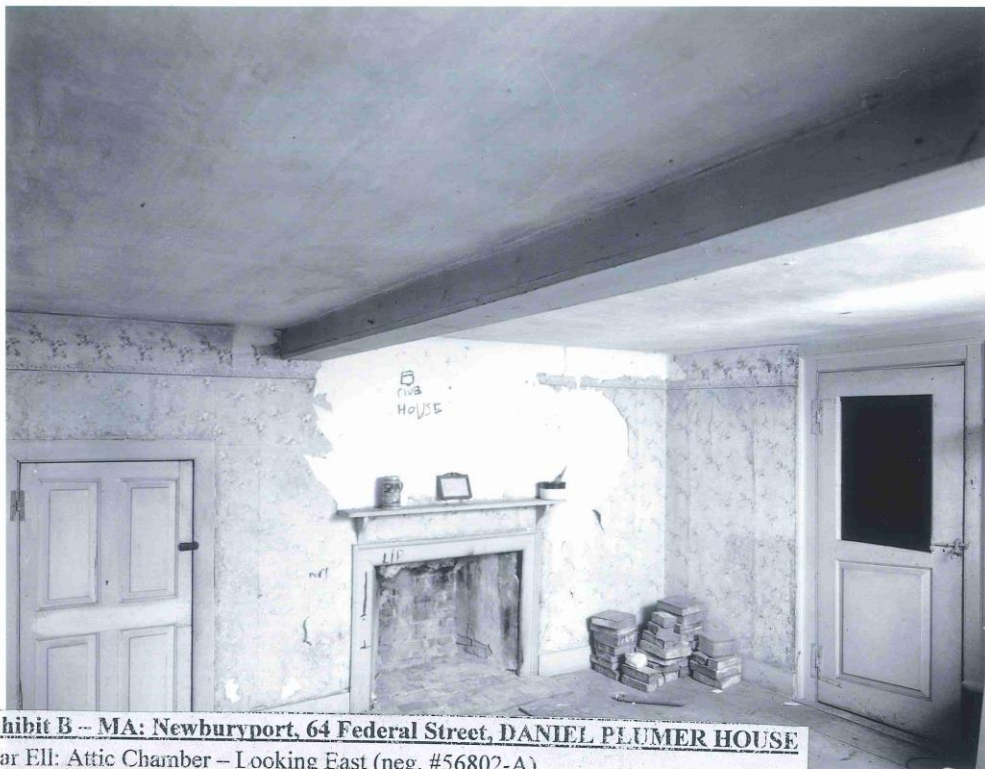


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
 Rear Ell: Attic Chamber -- Looking East (neg. #56802-A)

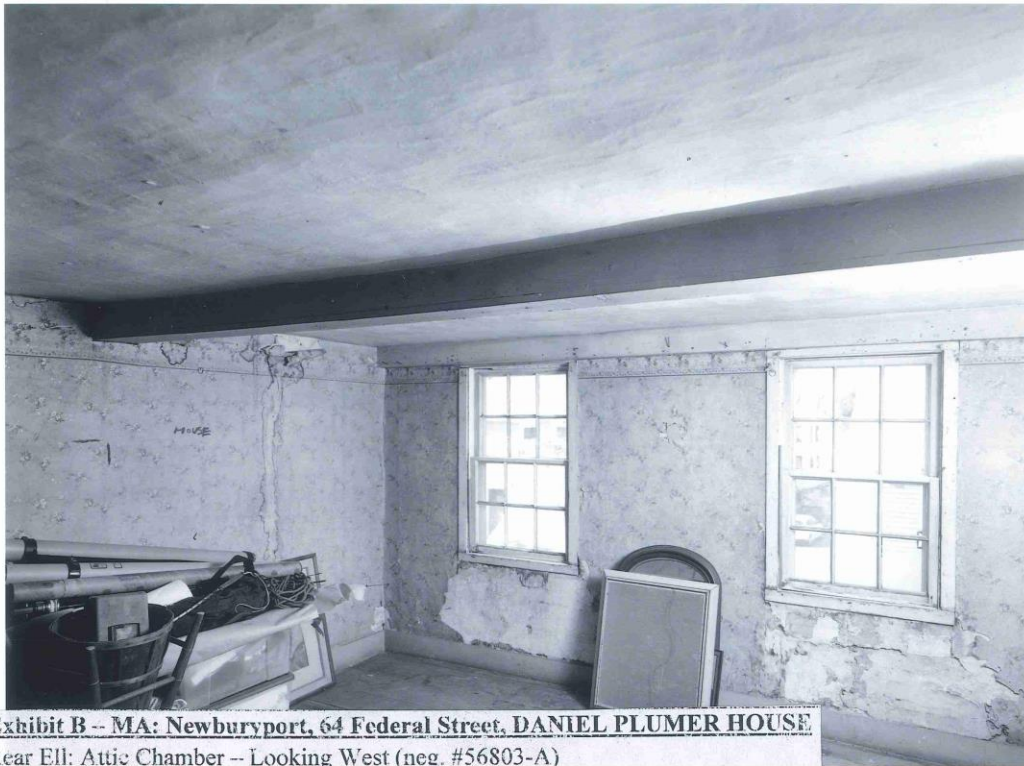


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Attic Chamber -- Looking West (neg. #56803-A)

EXHIBIT C
FIRST STORY PLAN



Daniel Plumer House
64 Federal Street
Newburyport, MA

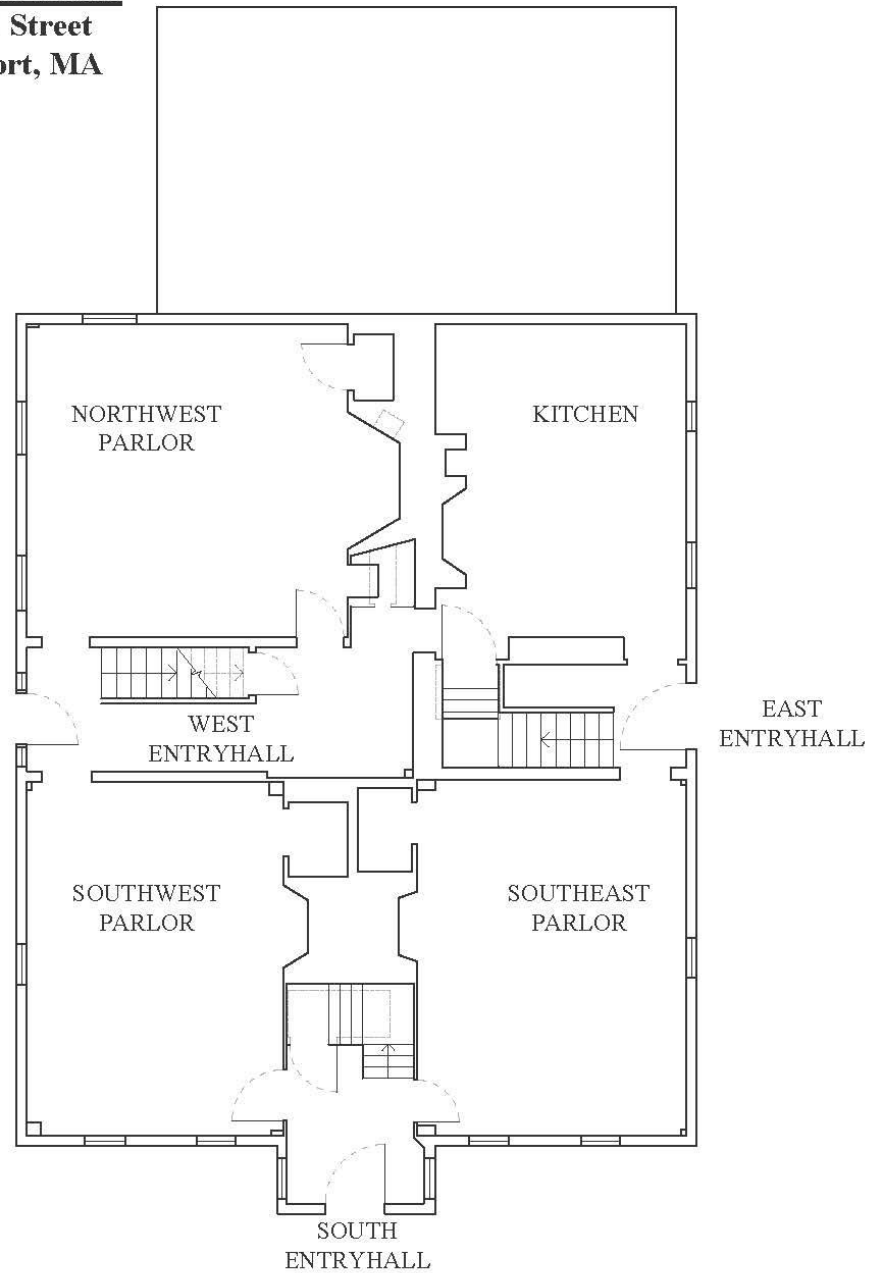


EXHIBIT C
SECOND STORY PLAN



Daniel Plumer House
64 Federal Street
Newburyport, MA

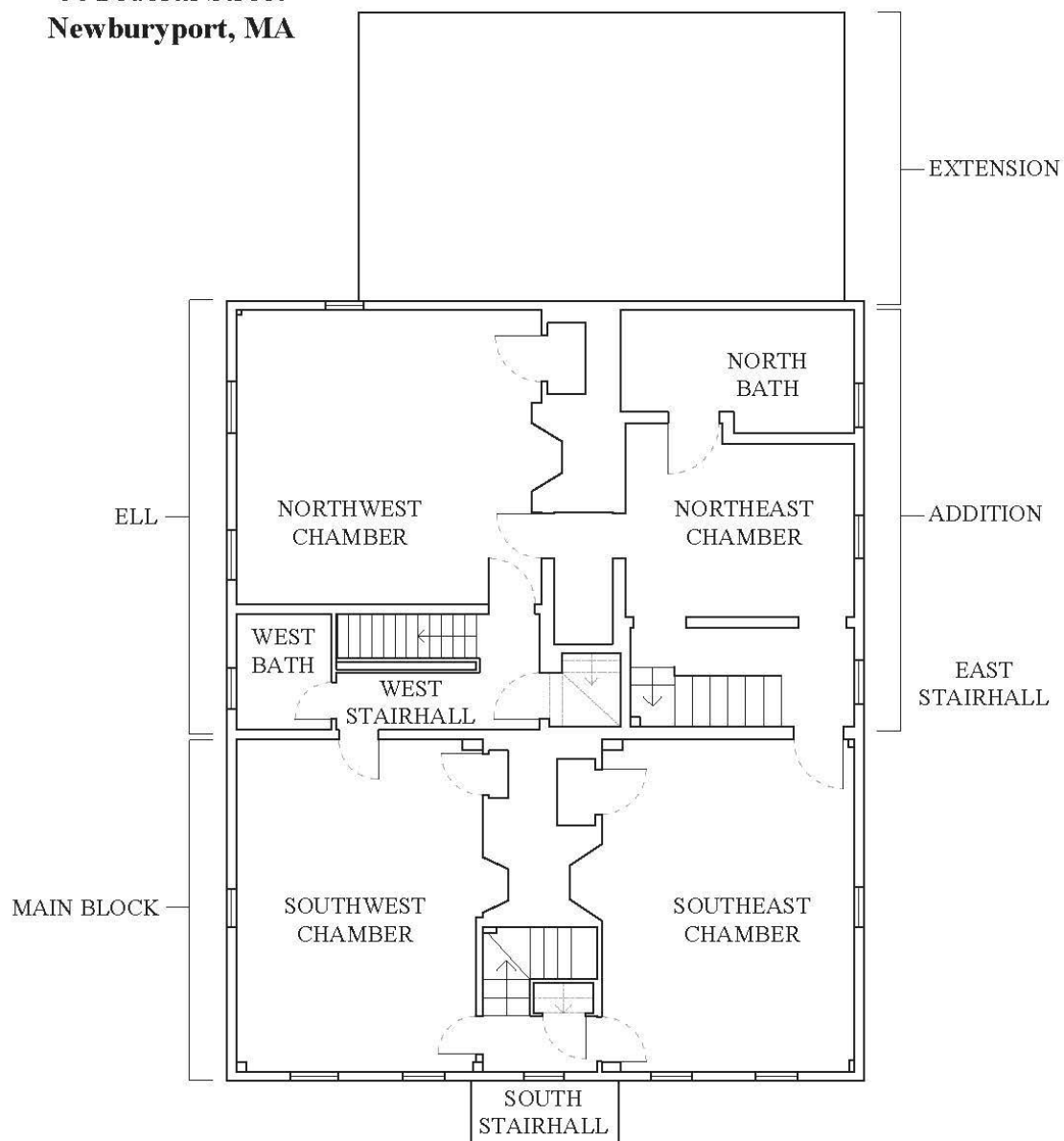


EXHIBIT C
ATTIC PLAN



Daniel Plumer House
64 Federal Street
Newburyport, MA

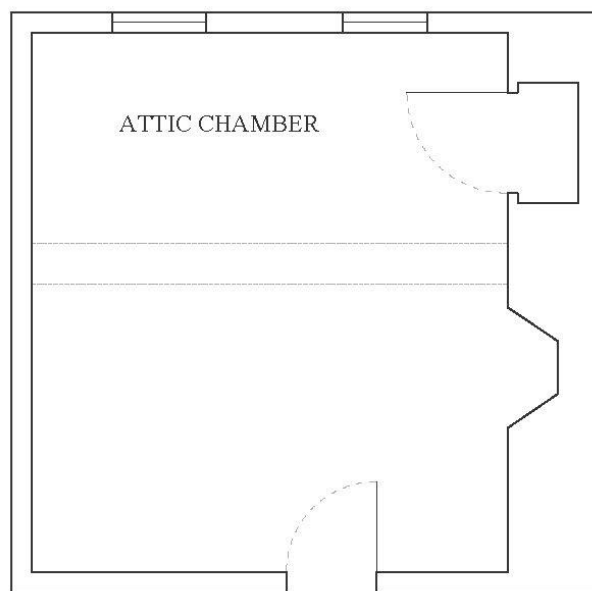
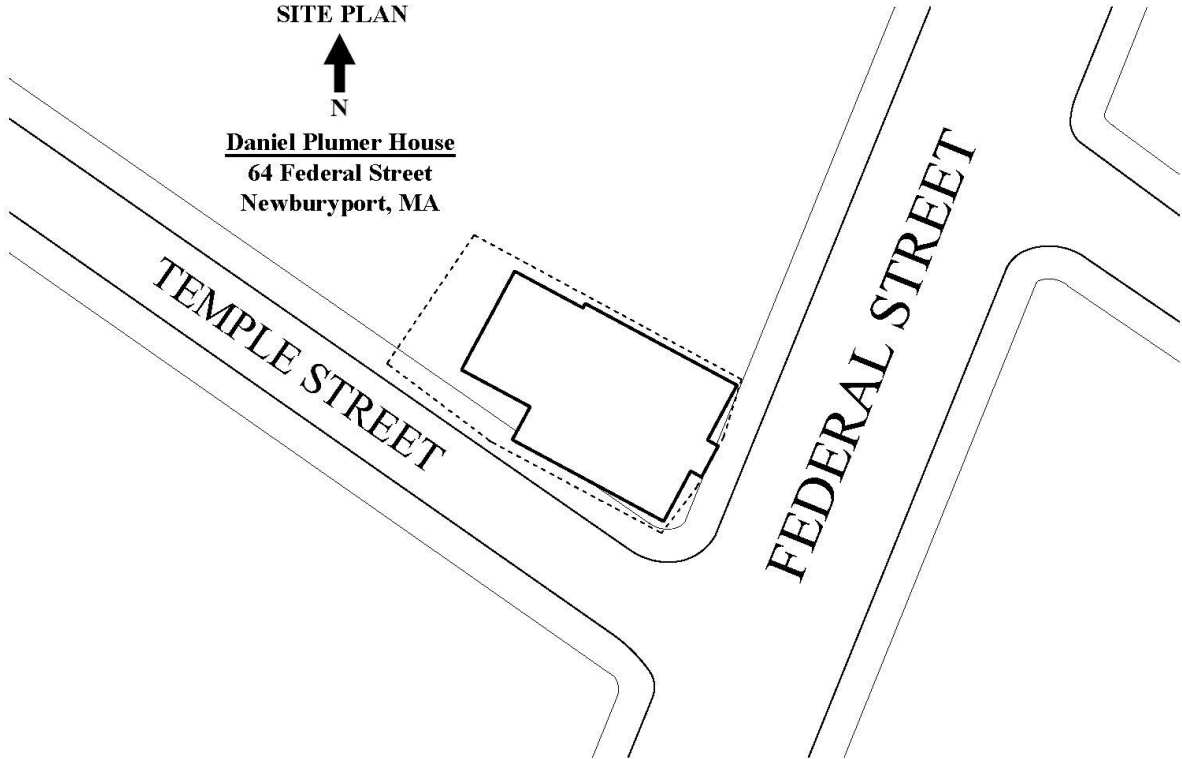


EXHIBIT D
SITE PLAN



Daniel Plumer House
64 Federal Street
Newburyport, MA




SUBORDINATION AND ASSENT

The undersigned ("Holder") is holder of that certain Mortgage [and Security Agreement] to Institution for Savings in Newburyport and Its Vicinity ("Mortgagee") of the premises known as and numbered 64 Federal Street, Newburyport MA 01950, Essex County, Massachusetts (the "Mortgaged Premises"), from Thomas W. Kolterjahn and Linda S. Kolterjahn, Trustees of The Kolterjahn Family Nominee Trust of 2022 ("Mortgagor") dated June 4, 2014, recorded with the Essex South Registry of Deeds in Book 33328 Page 381, together with any and all amendments and modifications thereto. Further reference is made to that certain Preservation Restriction Agreement from Mortgagor to the Society for the Preservation of New England Antiquities, d/b/a Historic New England, to be recorded with said Registry of Deeds, to which the Mortgaged Premises are subject (the "Preservation Restriction Agreement").

Holder hereby assents to the execution and delivery of the Preservation Restriction Agreement and agrees that the Mortgage and the lien thereof is and shall be subject and subordinate to the Preservation Restriction Agreement and all provisions thereof to the same extent, and as fully, as if the Preservation Restriction Agreement had been executed and recorded prior to the execution and recording of the Mortgage.

EXECUTED under seal as of November 30, 2022.

Institution for Savings in Newburyport
And Its Vicinity

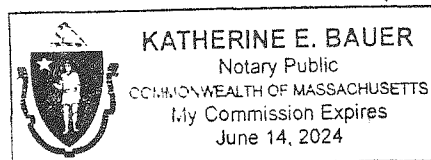
By: 
Lawrence R. Hunter:
Senior Vice President
hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

On this 30th day of November 2022, before me, the undersigned notary public, personally appeared Lawrence R. Hunter proved to me through satisfactory evidence of identification, which were MA Driver's License, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President of Institution for Savings in Newburyport and Its Vicinity a state-chartered bank.


Notary Public Katherine E. Bauer
My commission expires: 6-14-24



CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 10, 2023

WHEREAS, the City Council, at the recommendation of the Community Preservation Committee (CPC), appropriated \$30,000 for the Newburyport Housing Rehabilitation Program as part of the FY2016 project funding round; and

WHEREAS, the funds have been not been expended and, as such, the CPC recommends reappropriating for another use; and

WHEREAS, the appropriation was originally made to meet the annual 10 percent minimum commitment for community housing and, as such, must remain within the same category;

NOW, THEREFORE, BE IT ORDERED THAT, the City Council hereby rescinds the prior \$30,000 appropriation and reappropriates said funds to the community housing reserve fund.

Councillor Sharif I. Zeid

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 10, 2023

That the City Council appropriate from the Community Preservation Act FY 2024 Community Preservation Fund Balance, in accordance with the provisions of M.G.L. Chapter 44B, additional funding for the following FY2024 project, based upon the Community Preservation Committee's recommendation. The source of funds shall be FY2024 Community Preservation Fund Balance. Said appropriation shall be considered a separate appropriation or reservation in the amount indicated [below]:

	Project Title	Applicant	Request	Recommendation
	Plum Island Beach - Public Access & Dune Preservation (Mobi Mats & Sand Fencing)	City of Newburyport (c/o Office of Planning & Development)	\$12,000	\$12,000

Councillor Sharif I. Zeid

NEWBURYPORT COMMUNITY PRESERVATION COMMITTEE
Supplemental Recommendation for FY24 Appropriations
Plum Island Beach - Public Access & Dune Preservation (Mobi Mats & Sand Fencing)
Emergency CPA Application

The Newburyport Community Preservation Committee recommends that the City Council appropriate from the Community Preservation Fund Balance funding for the following FY2024 project:

Plum Island Beach - Public Access & Dune Preservation (Mobi Mats & Sand Fencing)
Emergency CPA Application

The CPC recommends the appropriation of \$12,000 from the FY 2024 Community Preservation Fund Balance to the City of Newburyport (c/o Office of Planning & Development) for the Plum Island Beach - Public Access & Dune Preservation (Mobi Mats & Sand Fencing) Project with the condition that public access signs be posted at all entry points where mats are placed.

The CPA category for this appropriation is Recreation.

Project Summary:

The United States Army Corp of Engineers (USACE) is completing a major dredge project for the entrance to the Merrimack River between the north and south Jetties. Sand from the dredge project has been placed on Plum Island beach. However, the USACE does not have any role beyond the sand placement. At this time, immediately following completion of the dredge, the applicant would like to install additional “mobi mats” and sand fencing to provide clear delineation of where the public should be permitted to walk and where the extended beach/dunes should be protected. These additional elements will accompany a separate effort (by others) to plant dune grass in this area and reinforce/reestablish vegetated dunes. Time is of the essence, and this project may be viewed as an emergency request, given this week’s completion of the USACE project and the need to timely and effectively define safe and approved pedestrian paths (*in contrast to areas where pedestrians are not permitted and in which safe access cannot be provided*). This is similar to a recent CPC request to create a new path at the new Colby Farm open space, but with greater overall urgency. Failure to undertake this work now could compromise safe and effective public access to the beach in this new/re-established section. By defining safe and approved walkways and minimizing unnecessary pedestrian impacts to the beach and dunes (*i.e. otherwise a faster rate of erosion*) this project will also help to ensure long-term public access to the recreational amenity this beach provides.

Respectfully submitted by:

Community Preservation Committee Members

Michael Dissette, Chair
Mark Rosen
Tom O’Brien
Jamie Gagnon
Charles Griffin

Jane Healey, Vice Chair
Joe Teixeira
Don Walters
Joe Morgan

ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 13, 2023

AN AMENDMENT TO AN ORDINANCE DEFINING RESPONSIBILITIES THERETO
PURUSANT TO VARIOUS SECTIONS OF CHAPTER 2 ADMINISTRATION OF THE
MUNICIPAL CODE

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

Chapter 2	Administration
Article VI	Finance
Section 2-394	Departmental Revolving Funds

Amend Section 2-394 by deleting a clause, as follows, with deletions ~~double stricken through~~:

Sec. 2-394. Departmental revolving funds.

- (a) *Purpose.* This section establishes and authorizes revolving funds for use by city departments, boards, committees, agencies or officers in connection with the operation of programs or activities that generate fees, charges or other receipts to support all or some of the expenses of those programs or activities. These revolving funds are established under and governed by M.G.L.A. c. 44, § 53E½.
- (b) *Expenditure limitations.* A department or agency head, board, committee or officer may incur liabilities against and spend monies from a revolving fund established and authorized by this section without appropriation subject to the following limitations:
 - (1) Fringe benefits of full-time employees whose salaries or wages are paid from the fund shall also be paid from the fund.
 - (2) No liability shall be incurred in excess of the available balance of the fund.
 - (3) The total amount spent during a fiscal year shall not exceed the amount authorized by city council on or before July 1 of that fiscal year, or any increased amount of that authorization that is later approved during that fiscal year by the city council and mayor.
 - (4) Any capital expenditure from the fund shall be made upon the recommendation of the mayor and approval of the city council. A capital expenditure is defined as a fixed asset costing fifteen thousand dollars (\$15,000.00) or more with an expected useful life of five (5) years or more.
- (c) *Interest.* Interest earned on monies credited to a revolving fund established by this section shall be credited to the general fund.

- (d) *Procedures and reports.* Except as provided in M.G.L.A. c. 44, § 53E½ and this section, the laws, charter provisions, ordinances, rules, regulations, policies or procedures that govern the receipt and custody of city monies and the expenditure and payment of city funds shall apply to the use of a revolving fund established and authorized by this section. The city auditor shall include a statement on the collections credited to each fund, the encumbrances and expenditures charged to the fund and the balance available for expenditure in the regular report the city auditor provides the department, board, committee, agency or officer on appropriations made for its use.
- (e) *Authorized revolving funds.* The table establishes:
- (1) Each revolving fund authorized for use by a city department, board, committee, agency or officer;
 - (2) The department or agency head, board, committee or officer authorized to spend from each fund;
 - (3) The fees, charges and other monies charged and received by the department, board, committee, agency or officer in connection with the program or activity for which the fund is established that shall be credited to each fund by the city auditor; and
 - (4) The expenses of the program or activity for which each fund may be used.

A Revolving fund	B Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund
Council on aging	Director of council on aging	Program fees	Senior citizen programs
Recreational services	Director of youth services	Program fees	Funds recreational services in the city including program supplies, materials and equipment, class instructor fees, fees for reservations and tickets related to trips and functions, other costs related to the provisions of recreational services and transfers to the general fund for the purpose of funding salaries
Historical commission	Director of planning and development	Application fees	Administration of the historical commission operations, including office supplies and technical assistance
Electrical inspector	Building commissioner	Electrical permit fees	Charges and/or salaries for wiring inspector, assistant wiring inspector, building inspector and

			related supplies and equipment for the department
Plumbing inspector	Building commissioner	Plumbing permit fees	Charges and/or salaries for plumbing inspector, assistant plumbing inspector, building inspector and related supplies and equipment for the department
Gas inspector	Building commissioner	Gas permit fees	Charges and/or salaries for gas inspector, assistant gas inspector, building inspector and related supplies and equipment for the department
Disabilities commission	Americans with Disabilities Act (ADA) coordinator	Handicapped parking fines and Massachusetts Architectural Access Board (MAAB)/ADA enforcement fines	Assist the commission on disabilities in their efforts to advise, assist, research, coordinate, review and make policy recommendations, provide information, referrals, guidance and technical assistance to individuals, public agencies, businesses and organizations in all matters pertaining to disability; and to coordinate activities of other local groups organized for similar purposes
Emma Andrews Library	Director of public services	Income received from the rental of the apartment located on the second floor of the South End Branch Library, commonly known as the Emma Andrews Library	Expenses associated with building maintenance, repairs, renovations, upkeep and security
Transient vendors	Director of public health	Permit fees	Offset health department expenses associated with special events, including, but not limited to, festivals, farmers markets, and temporary events
Planning and zoning	Director of planning and development	Planning and zoning service and application fees	Planning and zoning related purposes including consultant's fees, legal expenses and other costs associated with project reviews and planning activities
Animal control	Director of public health	Fees and charges associated with animal control and animal shelter activities	Offset city expenses associated with carrying out animal control and animal shelter operations
Tree commission	Newburyport Tree Warden	Fines, voluntary payments, fees, charges, contributions,	Plant, maintain, protect, and preserve public trees throughout

		donations, grants, insurance settlements, and other payments received from private individuals, businesses, government entities, and persons or business making payment to the city for damage caused to trees located on city property	the city in order to: contribute to the distinct character of the city; improve air quality; create habitats for wildlife, including various rare and protected species; reduce noise; provide privacy; protect soil from erosion; provide glare and heat protection; provide an aesthetic appeal that enhances property values; provides natural privacy to neighbors; and promotes civic pride and enjoyment
Health programs	Director of public health	Program fees and reimbursements from the state or federal Medicare/Medicaid programs and private insurers	Expenses associated with carrying out Health Department activities and programs
Veterans services	Director of veteran's services	Sale of grave markers, donations, gifts and grants received from the general public, government entities, private corporations, and charitable foundations	Expenses associated with goods and services benefiting veterans residing in the city and their families
City hall maintenance	Director of public services	Fees and charges paid to the city for the use and rental of city hall facilities	Expenses associated with city hall event coordination, maintenance, repairs, renovations, upkeep and security
Senior community center maintenance	Director of public services	Fees and charges paid to the city for the use and rental of the senior community center	Expenses associated with event coordination, maintenance, repairs, renovations, upkeep and security at the senior community center
Parks maintenance	Parks director <u>Director of public services</u>	Fees and charges paid to the city for the use and rental of parks by outside groups, organizations and individuals	Expenses associated with parks maintenance, repairs, renovations, upkeep and security
Solid waste	Recycling/energy manager	Fees collected for use of the yard waste facility, charges for disposal of household hazardous waste, bulk item/mattress disposal fees and recycling fees	Expenses associated with operating the yard waste facility and recycling center on Colby Farm Lane, chipper service, disposal of hazardous waste, as well as, disposal of bulk items/mattresses

Assessor's office	Assessor	Fees charged by the assessor's office for records requests and abutters lists	Office supplies and equipment
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(Ord. of 6-11-2018(1); Ord. of 6-13-22(1))

Councillor Heather L. Shand

In City Council March 13, 2023:

Motion to collectively refer ODNC00143 to Public Works & Services, ODNC00144 to Budget & Finance, ODNC00145 to Community Services, ODNC00146 to General Government, and ODNC00147 to Community Services by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent (BL). Motion passes.

In City Council March 27, 2023:

Motion to approve on 1st reading by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 14, 2022

AN ORDINANCE REGARDING CITY AUDITOR MANDATED REPORTING

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

Chapter 2 Administration
Article VI Finance

Insert Section 2 – 177

Within 30 days of the discovery of credible evidence of ~~either alleged or confirmed~~ fraud, misuse, misdirection, embezzlement, loss, misappropriation, or otherwise illegal use of any public funds (together referred to as “*actions*” herein), the city auditor, **in consultation with the City Solicitor,** shall submit to the city council, via the city clerk, a letter stating the following:

- A) The nature of the alleged or confirmed *actions*
- B) The individual or individual(s) to have taken part in said *actions*
- C) The date or date range of such *actions*
- D) Actions taken to remedy the *actions*
- E) Actions taken to inhibit the *actions* in the future

Said letter may be submitted as executive session material, if deemed in the best interest of the City, but may not be withheld from the City Council.

Councillor Sharif I. Zeid

Councillor Byron J. Lane

In City Council November 14, 2022:

Motion to refer to Budget & Finance and COTW by Councillor Zeid, seconded by Councillor Vogel. So voted.

In City Council March 27, 2023:

Motion to approve on 1st reading by Councillor Zeid, seconded by Councillor Preston.
Friendly amendment by Councillor Zeid to strike the language “either alleged or confirmed.
Motion to move the question by Councillor Wright, seconded by Councillor Khan. Roll call vote 10 yes, 1 no (BV). Motion passes. Motion to approve on 1st reading as amended by Councillor Zeid, seconded by Councillor Preston. Roll call vote. 7 yes, 3 no (AK, BV, JD). Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 13, 2023

AN AMENDMENT TO AN ORDINANCE SEC. 11-5 RULES AND REGULATIONS FOR ALL PUBLIC PARKS AND PLAYGROUNDS OF THE MUNICIPAL CODE

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

Chapter 11
Section 5Administration
Rules and regulations for all public parks and playgrounds.

Amend Sections 11-5(f), 11-5(h), 11-5(k), 11-5(l), 11-5(q), 11-5(t), 11-5(v), and 11-5(y) by deleting the clauses, as follows, with deletions ~~double stricken through~~:

Sec. 11-5. Rules and regulations for all public parks and playgrounds.

- (a) All other city ordinances applying to public areas also apply to the public parks and playgrounds listed in section 11-2, including but not limited to the following:
- (1) Dogs shall be leashed and animal waste cleaned up and disposed of pursuant to chapter 3 of the Code of Ordinances; provided, however, that pursuant to such chapter 3 dogs are permitted off leash certain locations, as set forth therein. Both the city marshal and the health director, and their designees, including, without limitation, the animal control officer, are expressly authorized to enforce these rules by issuing citations for civil infractions pursuant to M.G.L.A. c. 40, § 21D.
 - (2) No littering is permitted.
 - (3) No vandalism, damage or defacement or other acts of willful destruction of public property is permitted.
 - (4) Loud noise, music, and other sounds are prohibited from 10:00 p.m. to 7:00 a.m. pursuant to chapter 8 of the Code of Ordinances.
 - (5) No snowmobiles, motorcycles, motorbikes or other motorized vehicles, with the exception of wheelchairs, are permitted outside of designated driveways or parking lots, unless specifically authorized by city council vote.
 - (6) No smoking pursuant to chapter 8 of the Code of Ordinances.

- (7) For other activities regulated by city ordinances, additional authorization may be required from the city officer or department designated under this Code of Ordinances.
- (8) No activities are permitted that would potentially endanger members of the public.
- (b) No activities are permitted that would interfere with the use and enjoyment of the city's public parks and playgrounds, without prior written authorization from the parks commission.
- (c) No commercial activities, including, without limitation, soliciting, are permitted without prior written authorization from the parks commission.
- (d) No commercial activities of any nature are permitted on any portion of the Bartlet Mall unless for specific, nonprofit events that benefit the Newburyport community, unless it is approved in advance by a majority vote of the city council.
- (e) No vehicular parking is permitted in areas other than designated parking lots, in accordance with posted signs. No unauthorized vehicles are allowed in areas other than designated driveways and parking lots.
- (f) No alcoholic beverages are permitted without prior written authorization from the parks commission and licensing commission.
- (g) Horses are not allowed except as expressly authorized by rules and regulations promulgated under this chapter 11, and with prior written authorization from the parks commission.
- (h) No dogs are permitted on athletic fields, ~~tennis~~ courts, in fountains, or in other restricted park areas.
- (i) No bicycling, rollerblading, snowboarding, or skateboarding is permitted on play equipment or site furnishings, including, without limitation, benches, curbs, walls, statuary, handrails, fountains, ponds, tennis courts, playing fields, etc., except as specifically authorized by the parks commission. Within those public parks and playgrounds, as indicated by signage approved by the parks commission, bicycling, rollerblading, and skateboarding are prohibited entirely.
- (j) Trash receptacles in public parks and playgrounds are intended for the collection of refuse related to public use of such facilities, and the disposal of other items in park trash receptacles is not permitted. Dumping of private yard waste is not permitted.
- (k) No unauthorized posting of bills, signs, or any other materials is permitted. No inflatable equipment, ground stakes to anchor equipment, or confetti is permitted.
- (l) No fires are permitted except in specific locations expressly authorized by rules and regulations promulgated under this chapter 11, or with prior written authorization from the parks commission and fire chief.
- (m) No fireworks are permitted without prior written authorization from the fire chief.
- (n) No firearms are permitted.
- (o) No camping is permitted, unless specifically authorized by parks commission vote.
- (p) No unauthorized change of any sort to the property, vegetation, equipment, or structures in is permitted, including, without limitation, trimming, pruning, removal or harming of plantings.
- (q) No use of water or electrical receptacles is permitted, with the specific exception of public drinking fountains, and as authorized under an individual license or permit issued by the parks ~~commission~~ manager.
- (r) Athletic field lighting shall be turned off by 10:00 p.m.
- (s) Fines for violation of any rules and regulations promulgated under this chapter 11 shall be established by ordinance of the city council.
- (t) The parks commission shall be the permitting authority for all of the city's public parks and playgrounds, and applications for activities therein shall be made to such commission. Solely for routine, ~~non-recurring~~ applications, as specified under "Policy & Procedure on Parks Reservations," the parks commission may

delegate its authority to process such applications ~~to the parks director~~, by promulgating a rule pursuant to section 11-6.

- (u) For Market Landing Park and other Newburyport Waterfront Trust property, the Newburyport Waterfront Trust shall be the permitting agency, and applications for activities therein shall be made to the Newburyport Waterfront Trust.
- (v) Permit applications for activities at parks and playgrounds, made pursuant to the rules and regulations of this chapter 11, shall be processed in the order of their receipt. The parks commission, or ~~the parks director~~ as its designee pursuant to subsection (t), shall determine whether to grant or deny an application within thirty (30) days of receipt of determining that such application is complete, in all respects, unless the applicant provides written consent to extend such period for a set period,
- (w) A granted application for authorization made pursuant to the rules and regulations of this chapter 11 may permit the applicant a revocable license with a duration of no more than six (6) months to use designated areas of the relevant public park or playground. All other rights of use to any public park or playground, whether by revocable license, lease, or otherwise, shall be invalid unless approved by the city council pursuant to all applicable laws. Notwithstanding the foregoing, the Newburyport Waterfront Trust may grant rights of use at Market Landing Park, and other property held by it in public trust, pursuant to its declaration of trust, as amended.
- (x) All fees for use of any public park or playground, regardless of type or duration, shall be established by ordinance of the city council, in consultation with the parks commission. Notwithstanding the foregoing, the Newburyport Waterfront Trust may grant rights of use at Market Landing Park, and other property held by it in public trust, pursuant to its declaration of trust, as amended.
- (y) Denial of an application for authorization shall be in writing, and shall set forth clearly the grounds upon which the permit was denied. Where feasible, the parks commission, or ~~the parks director~~ as its designee pursuant to subsection (u), shall suggest in such written denial those measures by which the applicant may cure any defects in its permit application, or otherwise procure a permit in a subsequent application.
- (z) An application for authorization may be denied on any of the following grounds:
 - (1) The application (including any required attachments and submissions) is not fully completed and executed;
 - (2) The application contains a material falsehood or misrepresentation;
 - (3) The applicant is legally incompetent to contract, or to sue and be sued;
 - (4) The applicant has on a prior occasion damaged public park or playground property, and has not paid full compensation for such damage, or has other outstanding and unpaid debts to the relevant authorizing agency;
 - (5) A fully completed and executed application for an activity at the same time and place has been received, and authorization has been or will be granted to such prior applicant authorizing uses or activities that do not reasonably permit multiple occupancy of the particular public park or playground, or part thereof;
 - (6) The use or activity intended by the applicant would conflict with a program or activity previously planned by the parks department, or by another city department or city official, for the same time and place; or
 - (7) The proposed use or activity is prohibited by or inconsistent with any rules and regulations of this chapter 11, or with the classifications and uses of the relevant public park or playground.

(Ord. of 9-19-18)

Councillor Heather L. Shand

In City Council March 13, 2023:

Motion to collectively refer ODNC00143 to Public Works & Services, ODNC00144 to Budget & Finance, ODNC00145 to Community Services, ODNC00146 to General Government, and ODNC00147 to Community Services by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent (BL). Motion passes.

In City Council March 27, 2023:

Motion to approve on 1st reading by Councillor McCauley, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 13, 2023

Appendix B Municipal Fee Schedule**Section 2 Municipal Fees by Category****Section 2-J – Parks and recreation fees.**

The City Council of the City of Newburyport hereby amends Appendix B Municipal Fee Schedule Ordinance Section 2-J Parks and Recreation fees with deletions ~~double-stricken and italicized~~ and additions double-underlined and italicized:

2-J Parks and recreation fees.

	Group Hourly Rate, see Municipal Code Reference							
Athletic Fields and Courts	A	B*	C	D	E	F**	G**	H**
Cashman Park Ballfield	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Perkins Park Ballfield	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Cashman Park Soccer Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Cherry Hill Soccer Field Parcel A	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Cherry Hill Soccer Field Parcel B	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Bradley Fuller Park Track	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Bradley Fuller Park Infield	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Bradley Fuller Park North Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Woodman Park Multi-use Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Cashman Park Tennis	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00

Perkins Park Tennis	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Bartlet Mall Basketball Courts	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Cashman Park Basketball Court	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
G.W. Brown School Playground Basketball	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Perkins Park Basketball Courts	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Woodman Park Basketball Courts	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Moseley Woods Lawn	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Atkinson Common, Lower, Founders Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Atkinson Common, Lower, Pepe Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Atkinson Common, Lower, Hawkes Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Atkinson Common Tennis	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Small Parks	A	B	C	D	E	F*	G*	H*
Brown Square	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Cornelius Doyle Triangle	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Joppa Park	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Moulton Square	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Washington Park (Eppa Way, Pond Street, High Street)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
270 Water Street (Perkins Park)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Patrick Tracy Square (Tracy Place)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Newburyport Skate Park (Nock Schoolyard)	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Mid to Large Parks	A	B	C	D	E	F*	G*	H*
Atkinson Common, Upper (other than athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00

Atkinson Common, Lower (other than athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Atwood Park/Garrison Gardens	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	N/A
Bartlet Mall (other than athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Cashman Park (other than athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Clipper City Rail Trail (any segments)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Cushing Park (other than athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Inn Street Mall	N/C	N/A	N/A	N/C	N/A	\$25.00	\$100.00	\$200.00
March's Hill	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Market Landing Park	[per Newburyport Waterfront Trust]							
Market Square Bullnose	N/C	N/A	N/A	N/C	N/A	\$25.00	\$100.00	\$200.00
Moseley Woods Pavilion	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00

* Up to fifty (50) percent of the fee may be waived in exchange for in-kind services at the sole discretion of the parks commission.

** Any charitable non-profit registered as a 501c3 ~~may apply for~~ will receive a 50% fee reduction with proof of non-profit status ~~or waiver from the parks commission.~~

A refundable security deposit of \$150 is required for all events with over 50 attendees (Groups G and H). Should damages be incurred during the event, or should cleanup be required by City staff after the event, the security deposit will be forfeited. Refunds of security deposits will be at the discretion of the Parks Manager, and will be approved or denied within 3 days after the completion of the event. Applicants will be invoiced for all damages that are in excess of the security deposit.

The parks commission is under no obligation to offer any reduction or waiver.

Any reduction or waiver is at the sole discretion of the parks commission.

N/C = no charge, N/A = not applicable

- (1) Group A: City of Newburyport departments, including Newburyport Public Schools; other non-profit and for-profit education located within the city; and active duty military.
- (2) Group B: Recurring use by exclusively youth leagues.
- (3) Group C: Recurring use by organizations, including adult sports leagues.
- (4) Group D: Recurring use by organizations that do not charge end-users any fee to participate, including pick-up leagues.
- (5) Group E: Special events held by individuals or groups with up to twenty-five (25) attendees.
- (6) Group F: Special events held by individuals or groups with twenty-six (26) to fifty (50) attendees.
- (7) Group G: Special events held by individuals or groups with fifty (50) to two-hundred (200) attendees.
- (8) Group H: Special events held by individuals or groups with greater than two-hundred (200) attendees

For Groups B, C, and D (recurring field use), a fee to utilize the concession stand/restroom at Atkinson Common, Lower, shall be fifty dollars (\$50.00) per month. Group E, F, G, and H (special events), may request use of the restrooms for a one-time fee of one-hundred dollars (\$100.00)

Councillor Heather L. Shand

In City Council March 13, 2023:

Motion to collectively refer ODNC00143 to Public Works & Services, ODNC00144 to Budget & Finance, ODNC00145 to Community Services, ODNC00146 to General Government, and ODNC00147 to Community Services by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent (BL). Motion passes.

In City Council March 27, 2023:

Motion to approve on 1st reading by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 11 yes. Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

February 27, 2023

Appendix B Municipal Fee Schedule

Section 2 Municipal Fees by Category

Section 2-D – City Clerk (vital records, certification and parking).

The City Council of the City of Newburyport hereby amends Ordinance Section 2-D City Clerk (vital records, certification and parking specifically the following parking fines with deletions ~~double-stricken and italicized~~ and additions double-underlined and italicized:

Section 2-D – City Clerk (vital records, certification and parking).

Parking	Fee	
Non-payment	\$25.00	
Overtime	\$25.00	
Over 1' from curb	<u>\$20.00</u>	\$10.00
Wrong position	<u>\$20.00</u>	\$10.00
Driveway alleyway	<u>\$25.00</u>	\$15.00
Crosswalks	<u>\$30.00</u>	\$20.00
No parking anytime	<u>\$25.00</u>	\$20.00
Loading zone	<u>\$25.00</u>	\$20.00
Fire lane	<u>\$50.00</u>	\$20.00
Double parking	\$25.00	
Within 20' intersection	<u>\$25.00</u>	\$20.00

Within 10' fire hydrant	<u>\$50.00</u>	\$20.00
Unattended	\$35.00	
Snow emergency	\$50.00	
Handicap parking zone	<u>\$300.00</u>	\$100.00
Bus Stop	<u>\$50.00</u>	\$0.00

Councillor James J. McCauley

In City Council February 27, 2023:

Motion refer collectively ODNC00138 and ODNC00140 to Public Works & Safety by Councillor McCauley, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

In City Council March 27, 2023:

Motion to approve as amended in committee to increase the HP fee to \$300 on 1st reading by Councillor Wallace, seconded by Councillor McCauley. Scrivener's error to correct "1 inch" to "1 foot" from the curb. Roll call vote. 10 yes, 1 no (JM). Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 10, 2023

Appendix B Municipal Fee Schedule**Section 2 Municipal Fees by Category****Section 2-O – Recycling and solid waste fees.**

The City Council of the City of Newburyport hereby amends Appendix B Municipal Fee Schedule Ordinance Section 2-O Recycling and solid waste fees with deletions ~~double-stricken and italicized~~ and additions double-underlined and italicized:

2-O Recycling and solid waste.

Yard Waste Facility and Landscaper Permit	Fee
Under sixty-five (65) years of age,	
First Vehicle	\$20.00
Second Vehicle	\$10.00
Sixty-five (65) years of age and older	\$5.00
Replacement Sticker	\$10.00
Landscaper Permit	\$250.00
Curbside Bulk Waste Stickers	Fee
Any furniture item	\$5.00
Mattress (trash)	\$20.00
Mattress (recycled)	\$25.00 <u>30.00</u>

Recycling Center Fees—Appliances	
Clothes Washer/Dryer (stackable)—\$20.00	Microwave—\$1.00 (metal), \$5.00 (plastic)
Clothes Washer/Dryer—\$10.00	Refrigerator—\$15.00 (regular), \$5.00 (dorm-size)
Dehumidifier—\$10.00	Room Air Conditioner—\$10.00
Dishwashers—\$5.00	Stove—\$10.00
Recycling Center Fees—Electronics	

Copier Machine—\$5.00 (<30 lbs), \$25.00 (>30 lbs)	Televisions (CRT)—\$10 (10-19"), \$15.00 (20-31")
Computer (CPU Tower)—\$5.00	Televisions (CRT)—\$20.00 (32-35"), \$25.00 (>=36")
Electronics, miscellaneous—\$0.00 to \$3.00, varies by size	Televisions (Flatscreen)—\$5.00 <= 32", \$10.00 >32"
Monitor—\$10.00 (CRT), \$5.00 (flat-screen)	TV (wood case)—\$25.00
Printer—\$5.00 (inkjet), \$10.00 (laser)	TV (Projection)—\$30.00 <= 200 lbs, \$0.22/lb > 200.00 lbs
Printer over 30 lbs—\$25.00	VCR/DVD—\$2.00
Recycling Center Fees—Miscellaneous	
Mattresses— \$15.00 30.00(recycling)	Tire—\$3.00/each (rim or no rim)
Helium Tank—\$1.00	Water Cooler—\$5.00 (small), \$10.00 (large)
Propane tank—\$1.00 (gas grill size)	Water Tank—\$3.00

(Ord. of 12-13-21(2); Ord. of 11-1-22(2))

Councillor Heather L. Shand

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 10, 2023

An Order To establish a framework for City Departments to Receive Donations from Citizen-based Fundraising Organizations

Whereas, the City of Newburyport ("City") is appreciative of the efforts by citizen-based ("friends") groups to raise private funds in support of public organizations including city departments, and

Whereas, the City desires to standardize rules of engagement while promoting transparency and compliance to both Massachusetts state law and City rules and regulations, and

Whereas, all Organizations of this type fall under the oversight of the Massachusetts Attorney General's Office pursuant to G.L. c. 12 §8e-8f and G.L. c. 68 §18-35. Donations are covered under G.L. c. 44 §53A and §53A ½ as well as under the City of Newburyport's Financial Policy Section VII (B).

Now, Therefore, The City Council of the City of Newburyport, hereby states as follows:

1. All Donating Organizations must show proof, through the City Clerk's office, of the following on file with the Attorney General's Office (AGO):
 - Articles of organizations, Charter or Bylaws
 - List of current officers and their mailing addresses
 - Registration to do business within the State of MA
 - EIN, or charitable ID number
 - Filing of prior year's tax returns.
2. All organizations must comply with Donation/Gift policy of the City and rules of the Commonwealth of Massachusetts.
3. All donations to a City Department shall be treated as a Gift.
4. All donations that total \$500 or more, separately or collectively, must be submitted by the City Department through the City Finance Director for approval by the City Council and should identify the project/need for the donation, and whether it is restricted or unrestricted.

And Furthermore, all donor organizations are to provide a list of donations received including names of donors, amount (or range of amount ie, under \$100, or, over \$1000), and whether money is restricted or

unrestricted. This list is requested once per year and is done via a communication to the City Financial Director and City Council.

Failure to abide by these rules of engagement may result in a donation not being accepted or a delayed acceptance.

Councillor James J. McCauley

COMMITTEE ITEMS

Committee Items – April 10, 2023

General Government

In Committee:

- COMM00467_03_13_2023 Municipal Bldgs Report Sec 5 – 47



City of Newburyport Municipal Buildings Report

MARCH 7, 2023

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Introduction

In October 2021, the City Council passed an ordinance requiring the annual creation of a consolidated report on the physical conditions and utility usage of buildings under City custody. This report is to use the information collected by MassEnergyInsight and states that required metrics include “(i) total GHG emissions in metric tons of CO₂e per square foot of gross floor area per year; (ii) energy use intensity (EUI) in million British Thermal Units (MBTUs or MMBTUs) per square foot per year; (iii) water use in gallons per square foot per year; and (iv) estimated total waste in short tons per square foot per year.”

This is the first such report the City has released, and provides the required information requested by the Council. Information was provided using the MassEnergyInsight system and trash collection estimates from Molly Ettenborough, the City’s Recycling, Energy, and Sustainability Manager. Facility information was provided by Steve Bergholm for Public Schools, Mike Bartlett for facilities under the Department of Public Services’ custody, and Acting Chief Bradbury and Marshal Murray for the Fire and Police facilities, respectively. Further information came from the Assessor’s Office, the Building Department, and other building staff.

This report should be read in context with other valuable city publications providing information on buildings and energy use, including our annual state required Green Communities Report, the Facilities Master Plan, and Capital Improvement Plan. Each section of the report includes the required metrics, information on structural conditions and identified capital needs, and personal and premises protection. This is the first iteration of the report, and can be expanded as needed in future years.

Thank you to all staff who contributed to this report, and we look forward to building on this information as we start the FY24 budget process.

Overall Takeaways

The City’s Green Communities FY 2022 Annual Report showed that total municipal energy usage in all City facilities has decreased 20% since our benchmark year (2009). Data review from our baseline year shows building usage down by 32%, street lights down by 49%, vehicle fuel down by 27 % and water/sewer up by 18%.

We are seeing a reduction in building usage due mostly to our schools’ reduction in use. This can be attributed to many factors: usage, weather, upgrades, etc. but also greatly in part due to management of those buildings. Our facilities manager, Steve Bergholm, is meticulous about these facilities and has implemented many energy efficiency measures both with Green Communities funding and without. He has worked with his own staff, as well as with teaching and administration staff to ensure proper management of the schools.

Water usage was not reported last year so we do not have comparison data. Trash and recycling is generated and picked up at each site but is not weighed so these figures are estimated based on container size and number of pick-ups per week.

As you can see from the GHG emissions table (attached to this report as Appendix 1) from benchmark year 2009 to now, there has been a steady decrease in emissions alongside energy usage reduction. This year's report will give us another full set of benchmarks to use to continue to make progress on our Net Zero goals and our mission to effectively and efficiently use City buildings and resources.

Building Profiles

Newburyport Public Schools

Bresnahan School

Key Metrics

Gross Floor Area (SF)	112,500
Electric Use (MMBTU)	1,864
Gas Use (MMBTU)	2,069
Total kBTU/sf	35
Water Use in Gallons/sf	4.89
Trash in Tons	41.6
Trash in Pounds/sf	0.74
CO2 Emitted in Tons	246.1
CO2 Pounds/sf	4.8

Structural Condition

The Bresnahan was constructed in 2013/14 and there are no known structural issues at this time.

Personal and Premises Protection

- Fire sprinkler system
- Fire alarm system
- Kitchen hood fire suppression
- Video intercom and access control (fobs for staff)
- Burglar alarm system
- Security cameras
- Emergency generator
- AEDs
- Bleeding control kits

Nock Middle School

Metrics

Gross Floor Area (SF)	27,900
Electric Use (MMBTU)	372
Gas Use (MMBTU)	891
Total kBTU/sf	45
Water Use in Gallons/sf	5.40
Trash in Tons	7.8
Trash in Pounds/sf	0.56
CO2 Emitted in Tons	74.6
CO2 Pounds/sf	5.9

Structural Condition

The Middle School was last renovated in 2013/14 and the roof needs to be replaced on the gym and auditorium sections of the building. This is included on the Capital Improvement Plan.

Personal and Premises Protection

- Fire sprinkler system
- Fire alarm system
- Kitchen hood fire suppression
- Video intercom and access control (fobs for staff)
- Burglar alarm system
- Security cameras
- Emergency generator
- AEDs
- Bleeding control kits

Newburyport High School

Metrics

Gross Floor Area (SF)	215,000
Electric Use (MMBTU)	3,165
Gas Use (MMBTU)	6,124
Total kBTU/sf	43
Water Use in Gallons/sf	2.89
Trash in Tons	52
Trash Pounds/sf	0.48
CO2 Emitted in Tons	556.8
CO2 Pounds/sf	5.7

Structural Condition

The High School was last renovated in 2000-2002 and a number of renovations are now needed, as reflected in the Capital Improvement Plan.

- Building A roof should be replaced as soon as possible
- Building B roof should be replaced within 3-5 years
- Other miscellaneous water infiltration issues require a forensic engineer
- Masonry issues on terraces on both the east and west sides of the building require engineering assistance
- Mechanical equipment is 20+ years old and nearing the end of its expected lifespan

Personal and Premises Protection

- Fire sprinkler system
- Fire alarm system
- Kitchen hood fire suppression
- Video intercom and access control (fobs for staff)
- Burglar alarm system
- Security cameras
- Emergency generator
- AEDs
- Bleeding control kits

General Government and Community Services

City Hall

Metrics

Gross Floor Area (SF)	27,900
Electric Use (MMBTU)	372
Gas Use (MMBTU)	891
Total kBTU/sf	45
Water Use in Gallons/sf	5.40
Trash in Tons	7.8
Trash Pounds/sf	0.56
CO2 Emitted in Tons	74.6
CO2 Pounds/sf	5.9

Structural Condition

City Hall was built in 1851 and renovations were last completed in 2007. The current capital needs are for roof repairs and mechanical systems upgrades. The shingle roof section of City Hall is past its useful life and has now moved from an annual regular maintenance expense to a

repair request. A metal standing seam roof is the most viable option and will provide necessary aesthetic, water proofing and an expected life span of fifty years. Regarding mechanical upgrades, the heating system/boiler is over 30 years old and maintenance has been costly. In addition, several areas of City Hall lack heat/AC or ventilation altogether, including 2 departments located in the basement. Areas that lack central air are cooled with window units, which require annual installation, routine replacement and high electrical usage. The auditorium lacks AC and, therefore, limits the availability to use the space in warmer months.

Personal and Premises Protection

- Fire sprinkler system
- Fire alarm system
- Panic button security system
- Exterior door fob system
- AEDs

Newburyport Public Library

Metrics

Gross Floor Area (SF)	27,270
Electric Use (MMBTU)	1,330
Gas Use (MMBTU)	881
Total kBTU/sf	81
Water Use in Gallons/sf	1.25
Trash in Tons	6.8
Trash Pounds/sf	0.50
CO2 Emitted in Tons	143.9
CO2 Pounds/sf	11.6

Structural Condition

The Public Library was last renovated in 2001 and is in very good structural condition. Their capital requests include custodial work, like rug replacement, and preventative maintenance. They will also need a boiler replacement in the coming years, as their HVAC system is now 21 years old.

Personal and Premises Protection

- Fire sprinkler system
- Fire alarm system
- Security cameras (interior and exterior)
- Burglar alarm system
- AEDs

Senior Community Center

Metrics

Gross Floor Area (SF)	16,500
Electric Use (MMBTU)	440
Gas Use (MMBTU)	170
Total kBTU/sf	37
Water Use in Gallons/sf	5.49
Trash in Tons	5.2
Trash Pounds/sf	0.63
CO2 Emitted in Tons	41.2
CO2 Pounds/sf	5.5

Structural Condition

The Senior Community Center was completed in 2015 and is in excellent structural condition.

Personal and Premises Protection

- Fire sprinkler system
- Fire alarm system
- Kitchen hood fire suppression system
- Security cameras (interior and exterior)
- Burglar alarm system
- Emergency generator
- AEDs

Emma Andrews Community Center

Metrics

Gross Floor Area (SF)	1,392
Electric Use (MMBTU)	7
Gas Use (MMBTU)	56
Total kBTU/sf	45
Water Use in Gallons/sf	35.10
Trash in Tons	NA
Trash Pounds/sf	NA
CO2 Emitted in Tons	3.5
CO2 Pounds/sf	5.5

Structural Condition

The Emma Andrew Library has a functioning apartment on the second and third floors which is rented out, and the building is under the supervision of DPS. Routine maintenance work is performed on the building and it will be in need of more extensive roof work in the next few years.

Personal and Premises Protection

- Fire alarm system
- Burglar alarm system

Brown School

Metrics

Gross Floor Area (SF)	37,655
Electric Use (MMBTU)	64
Gas Use (MMBTU)	0
Total kBtu/sf	2
Water Use in Gallons/sf	0.00
Trash in Tons	0
Trash Pounds/sf	0.00
CO2 Emitted in Tons	4.7
CO2 Pounds/sf	0.3

Structural Condition

The former Brown School building and gymnasium are currently not in use and discussions by the City Council are continuing on the scope and nature of adaptive reuse. The site needs significant work including building renovations, hazardous materials remediation, site improvements, and more. This has been addressed through other City studies, including the 2022 report by EGA on the costs to rehabilitate the gym.

Personal and Premises Protection

- Fire alarm system
- Burglar alarm system

Public Safety

Harbormaster Building

Metrics

Gross Floor Area (SF)	1,700
Electric Use (MMBTU)	144
Gas Use (MMBTU)	0
Total kBTU/sf	85
Water Use in Gallons/sf	53.89
Trash in Tons	5.2
Trash Pounds/sf	6.12
CO2 Emitted in Tons	10.5
CO2 Pounds/sf	13.6

Structural Condition

This building was completed in 2017 and is in excellent condition. The only identified capital need is the installation of solar panels on the roof. This would support the City's Green Communities initiatives and reduce electrical usage at the central waterfront. The City will seek grant opportunities to complete this project.

Personal and Premises Protection

- Fire alarm system
- Fire sprinkler system
- Fob security system on exterior doors
- Security cameras (exterior)
- AEDs

Fire Headquarters

Metrics

Gross Floor Area (SF)	13,665
Electric Use (MMBTU)	276
Gas Use (MMBTU)	695
Total kBTU/sf	71
Water Use in Gallons/sf	6.09
Trash in Tons	15.6
Trash Pounds/sf	2.28
CO2 Emitted in Tons	57.1
CO2 Pounds/sf	9.2

Structural Condition

The Fire Headquarters building was built in 1978 and has had very few upgrades since. It does not meet current code, has no gender separation, and is not ADA compliant. The station lacks the required fire separation from the residence hall and the apparatus bay, and does not meet current life safety code. The building also has energy efficiency issues and has no meeting spaces. Early discussions around the Fire Headquarters are for a complete renovation and potential addition to the NFD Headquarters station.

Personal and Premises Protection

- Security Cameras (interior and exterior)
- Fire Alarm System
- Emergency Generator

Fire Station 2

Metrics

Gross Floor Area (SF)	2,300
Electric Use (MMBTU)	69
Gas Use (MMBTU)	194
Total kBTU/sf	114
Water Use in Gallons/sf	27.48
Trash in Tons	5.2
Trash Pounds/sf	4.52
CO2 Emitted in Tons	15.4
CO2 Pounds/sf	14.7

Structural Condition

The District 2 fire station, built in 1972, is undersized and in violation of current building and life safety codes. It is scheduled for replacement beginning in summer 2023.

Personal and Premises Protection

- Fire Alarm system
- Emergency Generator

Police Station

Metrics

Gross Floor Area (SF)	21,000
Electric Use (MMBTU)	956
Gas Use (MMBTU)	709
Total kBTU/sf	79
Water Use in Gallons/sf	2.99
Trash in Tons	7.8
Trash Pounds/sf	0.74
CO2 Emitted in Tons	107.5
CO2 Pounds/sf	11.3

Structural Condition

The Police Station, last renovated in 1997, is overall in good structural condition and is in need mostly of smaller improvements to specific areas. Light maintenance, including upgrading carpets and providing for weatherproofing, are needed. The exception is the Dispatch Center, which is 26 years old and the equipment is outdated and in need of replacing. Updating these systems and equipment will allow for better use of technology and the ability to use the security cameras in public facilities more easily.

Personal and Premises Protection

- Security Cameras
- Door Fob System
- Fire Alarm
- Fire Sprinkler
- Fire Extinguishers
- Generator
- AEDs

Public Services

DPS Highway Barn/Administration Building

Metrics

Gross Floor Area (SF)	30,000
Electric Use (MMBTU)	128
Gas Use (MMBTU)	984
Total kBTU/sf	37
Water Use in Gallons/sf	2.27
Trash in Tons	26
Trash Pounds/sf	1.73
CO2 Emitted in Tons	61.7
CO2 Pounds/sf	4.5

Structural Condition

There are currently no capital requests for the maintenance of DPS headquarters, following the successful completion of the salt shed.

Personal and Premises Protection

- Fire sprinkler system
- Fire alarm system
- Security cameras (exterior)
- Emergency generator
- Exterior door and gate fob system
- AEDs

Wastewater Treatment Plant

Metrics

Gross Floor Area (SF)	15584
Electric Use (MMBTU)	8,672
Gas Use (MMBTU)	2,096
Total kBTU/sf	691
Water Use in Gallons/sf	32.82
Trash in Tons	15.6
Trash Pounds/sf	2.00
CO2 Emitted in Tons	744.3
CO2 Pounds/sf	95.5

Structural Condition

While the Wastewater Treatment plant has a number of capital needs, none are related to the structural integrity of the buildings.

Personal and Premises Protection

- Fire sprinkler system
- Fire alarm system
- Security cameras (exterior)
- Emergency generator
- Exterior door and gate fob system
- AEDs

Water Treatment Plant

Metrics

Gross Floor Area (SF)	24784
Electric Use (MMBTU)	5,176
Gas Use (MMBTU)	448
Total kBTU/sf	227
Water Use in Gallons/sf	266.3
Trash in Tons	15.6
Trash Pounds/sf	1.26
CO2 Emitted in Tons	401.6
CO2 Pounds/sf	32.4

Structural Condition

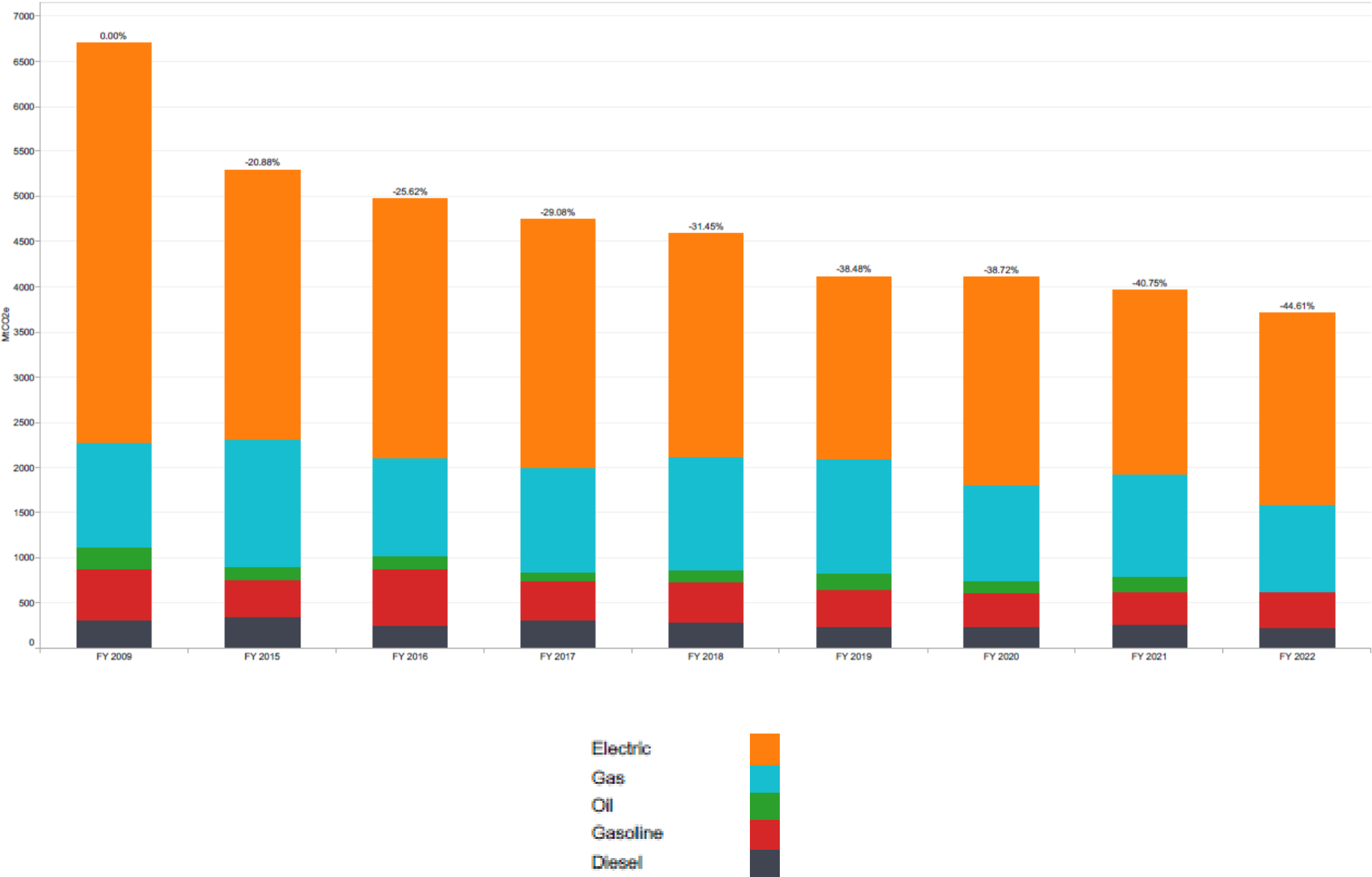
While the Water Treatment plant has a number of capital needs, none are related to the structural integrity of the buildings.

Personal and Premises Protection

- Fire sprinkler system
- Fire alarm system
- Security cameras (exterior)
- Emergency generator
- Exterior door and gate fob system
- AEDs

Appendix 1: Greenhouse Gas Emissions Chart

Emissions over Time
Total Greenhouse Gases by Fiscal Year.



Appendix 2: Consolidated Report

Facility	Gross Floor Area (SF)	Gas and Electric Use						
		Electric Use (MMBTU)	Gas Use (MMBTU)	Total (MMBTU)	Electric Use kBTU/sf	Gas Use kBTU/sf	Total kBTU/sf	Total MMBTU/SF
Bresnahan School	112,500	1,864	2,069	3,933	17	18	35	0.035
City Hall	27,900	372	891	1,263	13	32	45	0.045
DPS Building	30,000	128	984	1,112	4	33	37	0.037
Emma Andrews Library	1,392	7	56	63	5	40	45	0.045
Fire Station 2 Cutter	2,300	69	194	263	30	84	114	0.114
Fire Station HQ (Greenleaf)	13,665	276	695	971	20	51	71	0.071
G.W. Brown School	37,655	64	0	64	2	0	2	0.002
Harbormaster Building	1,700	144	0	144	85	0	85	0.085
Main Public Library	27,270	1,330	881	2,211	49	32	81	0.081
Newburyport High School	215,000	3,165	6,124	9,290	15	28	43	0.043
Police Department	21,000	956	709	1,665	46	34	79	0.079
R.A. Nock Middle School	160,000	1,264	3,537	4,801	8	22	30	0.030
Senior Center	16,500	440	170	610	27	10	37	0.037
Wastewater Treatment Plant	15584	8,672	2,096	10,768	556	134	691	0.691
Water Department	24784	5,176	448	5,624	209	87	227	0.227

Facility	Gross Floor Area (SF)	Water Use		Trash Waste		Co2 Emissions	
		Water Use in Gallons	Water Use in Gallons/sf	Trash in Tons	Pounds/sf	CO2 Emitted in Tons	Pounds/sf
Bresnahan School	112,500	550,251	4.89	41.6	0.74	246.1	4.8
City Hall	27,900	150,572	5.40	7.8	0.56	74.6	5.9
DPS Building	30,000	67,993	2.27	26	1.73	61.7	4.5
Emma Andrews Library	1,392	48,859	35.10	NA	NA	3.5	5.5
Fire Station 2 Cutter	2,300	63,206	27.48	5.2	4.52	15.4	14.7
Fire Station HQ (Greenleaf)	13,665	83,252	6.09	15.6	2.28	57.1	9.2
G.W. Brown School	37,655	-	0.00	0	0.00	4.7	0.3
Harbormaster Building	1,700	91,615	53.89	5.2	6.12	10.5	13.6
Main Public Library	27,270	33,967	1.25	6.8	0.50	143.9	11.6
Newburyport High School	215,000	620,616	2.89	52	0.48	556.8	5.7
Police Department	21,000	62,832	2.99	7.8	0.74	107.5	11.3
R.A. Nock Middle School	160,000	506,022	3.16	78	0.98	280.4	3.9
Senior Center	16,500	90,658	5.49	5.2	0.63	41.2	5.5
Wastewater Treatment Plant	15584	511,497	32.82	15.6	2.00	744.3	95.5
Water Department	24784	6,600,000	266.30	15.6	1.26	401.6	32.4

Committee Items – April 10, 2023

Licenses & Permits

In Committee:

- | | |
|------------------------|-------------------------------------------------------|
| • APPL00124_03_13_2023 | Town & Country Half Marathon 6/11/2023 |
| • APPL00126_03_13_2023 | Artist Shanties in Pop Up Park 5/1-10/22 |
| • APPL00127_03_27_2023 | Flag Day 5K Saturday, June 10th 4-8pm |
| • APPL00128_03_27_2023 | GNOCA 5K Sept. 24th 10am-1pm |
| • APPL00129_03_27_2023 | Love Local on Inn St. Thursday, May 18th 6:30-9:30 pm |

NEWBURYPORT SPECIAL EVENT APPLICATION

APPL00124_03_13_2023

Tel.

Fax.

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

NAME OF EVENT: Town & Country Half Marathon

Date: 6/11/23 Time: from _____ to _____

Rain Date: _____ Time: from _____ to _____

2. Location*: 40 Parker St. Newburyport, MA 01950

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

3. Description of Property: Mark Richey Properties / Riverwalk Brewing Co. Public _____ Private X

4. Name of Organizer: YuKan Sports, LLC City Sponsored Event: Yes _____ No X

Contact Person Rich Morrell

Address: PO Box 780 Rockport, MA 01950 Telephone: 978-879-9007

E-Mail: rmorrell@yukanrun.com Cell Phone: 978-879-9007

Day of Event Contact & Phone: Rich Morrell 978-879-9007

5. Number of Attendees Expected: 500

6. MA Tax Number: 27-3695540

7. Is the Event Being Advertised? Yes Where? online

8. What Age Group is the Event Targeted to? 21-55

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

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

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

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

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

Performers _____ Dancing _____ Amplified Sound X Stage _____

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

Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

If yes:

- a) How many trash receptacles will you be providing? 4
- b) How many recycling receptacles will you be providing? 2
- c) Will you be contracting for disposal of : **Trash** Yes _____ No X **Recycling** Yes _____ No X
- i. If yes, size of dumpster(s): **Trash** _____ **Recycling** _____
- ii. Name of disposal company: **Trash** _____ **Recycling** _____
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes _____ No _____
- iv. If no, where will the trash & recycling be disposed ? _____

If no:

- a) # of trash container(s) to be provided by DPS n/a
- b) # of recycling container(s) to be provided by Recycling Office n/a
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

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

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

5 Standard # _____ ADA accessible

Name of company providing the portable toilets: United Site Services

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____ ROAD RACE X WALKATHON _____

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

YuKan Sports, LLC

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

Rich Morrell, YuKan Sports, LLC, PO Box 780, Rockport, MA 01966 978-879-9007

X

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

Rich Morrell 978-879-9007

4. Date of Event: 6/11/23 Expected Number of Participants: 500

5. Start Time: 8:00am Expected End Time: 11:00am

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

Start and finish at 40 Parker St. Newburyport, MA 01950.

Parker St. to Mulliken Way to Malcom Hoyt Dr. to Scotland Rd

Loop through Newbury and West Newbury before returning to Parker St. See attached map.

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

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

9. Formation Location & Time for Participants: 40 Parker St. 7:00am

10. Dismissal Location & Time for Participants: 40 Parker St 11:00am

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 _____ No X

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

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

DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK _____ 60 Pleasant St.

Updated March 24, 2019

DEPARTMENT APPROVAL (for Committee Member use only):

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

Approval
Required

Date: **2-23-23**

Signature *Richard A. Murrell*

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

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Enforcement.

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


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

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

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

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

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

Signed:  Date: 2/21/23

CERTIFICATE OF INSURANCE				PRINT DATE: 2/21/2023	
				CERTIFICATE NUMBER: 20230221960140	
AGENCY:					
Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta, GA 30328 678-324-3300 (Phone), 678-324-3303 (Fax)				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
NAMED INSURED:				INSURERS AFFORDING COVERAGE:	
USA Track & Field, Inc. YuKan Sports, LLC 130 East Washington Street, Suite 800 Indianapolis IN 46204				INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379 INSURER B: Allied World National Assurance Company NAIC# 19489	
EVENT INFORMATION:					
Town & Country Half Marathon (6/4/2023 - 6/4/2023)					
POLICY/COVERAGE INFORMATION:					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X Occurrence	1-TRE-IN-17-01338542-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$4,000,000
	X Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	X Occurrence	1-TRE-IN-17-01338543-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	OTHER				
	X EXCESS LIABILITY	0313-1301	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$7,000,000
					AGGREGATE \$7,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:					
The City of Newburyport is an additional insured.					
CERTIFICATE HOLDER:				NOTICE OF 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:	
					

Town & Country Half Marathon

(21.0975 km)

Newburyport, Massachusetts

Start/Finish & Turnaround marked with PK-Nail and a spot of blue paint (UP = Utility Pole).

Start/Finish: On west side of 40 Parker Road parking lot 18 ft 7 inches east of the parking lot curb, 22 ft 7 inches S of a parking lot light pole, & 26 ft 4 inches S from end of handicapped ramp to the RiverWalk Brewing Co. on opposite side.

Mile 1: On northwest side of Parker St 18 ft 3 inches SW of a storm drain on same side, & 8 ft 3 inches SW of the southwest side of 104 Parker St (pink bldg) on opposite side.

Mile 2: On north side of Scotland Rd 56 ft NE of UP 64 84 on same side but opposite northeast side of Scotland Heights Dr.

Mile 3: On northwest side Scotland Rd 27 ft NE of "Massachusetts State Police Newbury" sign in grass opposite driveway for 193 Scotland Rd.

Mile 4: On northwest side of South St 66 ft NE of UP 27 20 20 with "Speed Limit 30 & Caution Children" signs & about 130 ft NE of driveway for 50 South St.

Mile 5: On northeast side of Ash St even with southeast side of driveway for 220 Ash St.

Mile 6: On east side of Moulton St 9 ft S of UP 46 46 on opposite side, about 150 ft SW of unmarked driveway for a house high on hill.

Mile 7: On north side of Indian Hill St at the beginning of intersection with Garden St & 25 ft E of mailboxes for 55 & 57 Indian Hill.

Mile 8: On south side of Rogers St 35 ft W of UP 11 11, about 95 ft W of "Raw Milk Eggs" farm sign, & about 150 ft E of 40 Rogers mailbox.

Mile 9: On east side of Turkey Hill Rd at beginning of sharp curve about 75 ft SW of double yellow curve signs on opposite side.

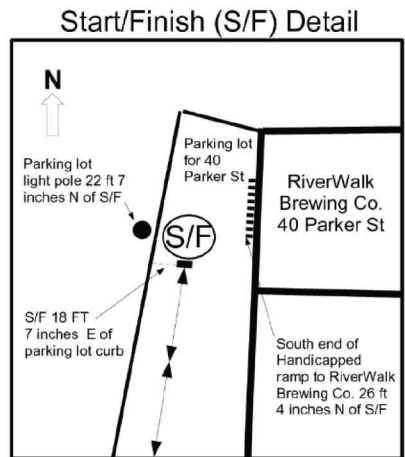
Mile 10: On south side of South/Scotland Sts 38 ft W of I-95 West Exit Ramp & opposite I-95 West Entrance Ramp.

Mile 11: On south side of Scotland Rd 9 ft W of "Speed Limit 45" sign on same side & about 130 ft W of driveway for 105 Scotland.

Mile 12: On southeast side of Scotland/Parker Sts in the middle of the intersection with Highfield Rd.

Turnaround (TA): In middle of Perkins Way 17 ft 6 inches E of a red Fire Hydrant & 88 ft 10 inches E of UP with no # both on north side of Perkins Way, UP is opposite east side of driveway for 4 Perkins Way.

Mile 13: On west side of the entrance to the parking lot for 40 Parker St, 23 ft S of "Parking for 40 Parker Street Business Only..." sign, & 12 ft 6 inches N of the white shoulder line on north side of Parker St.

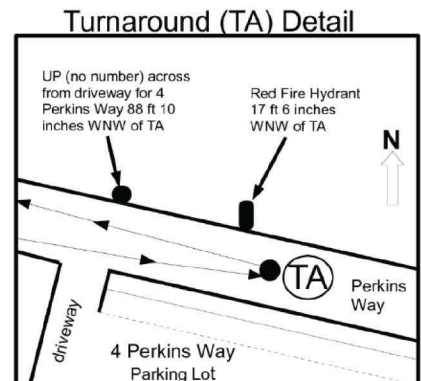
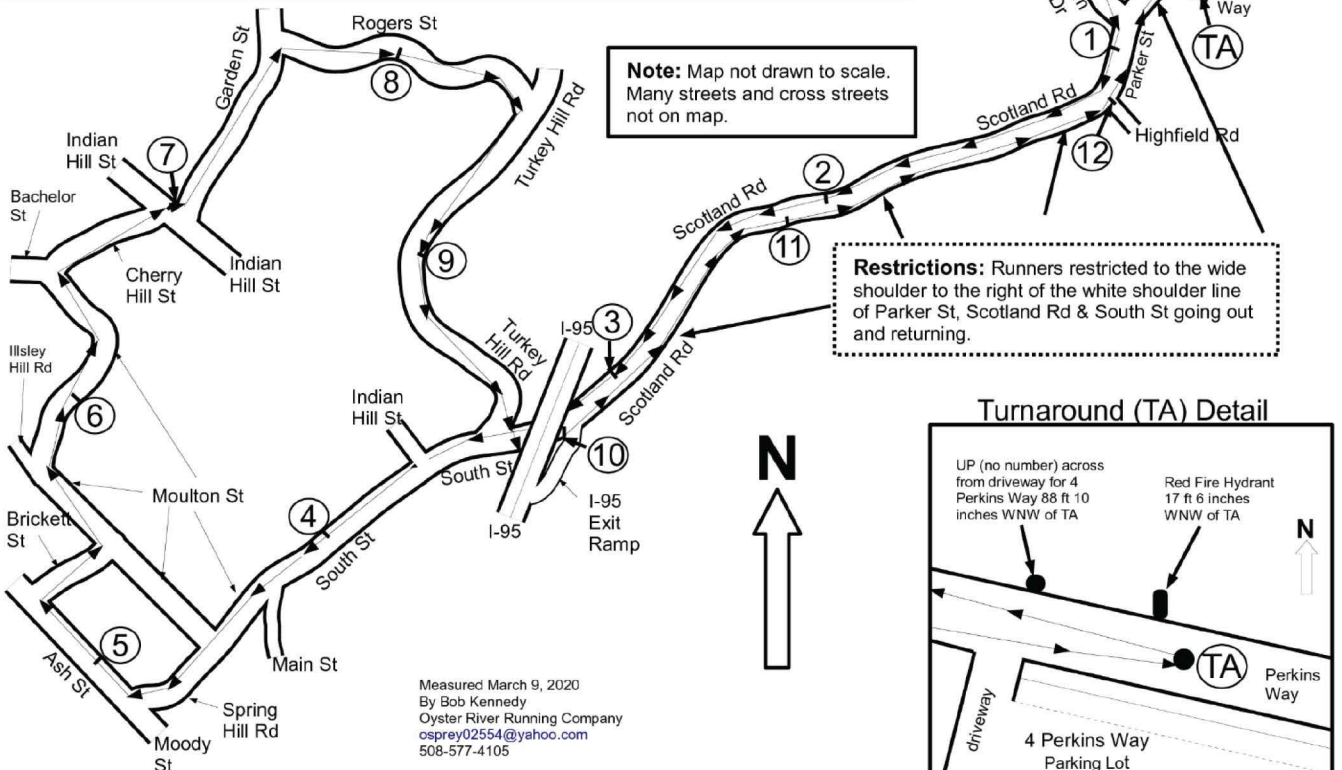


USATF Certificate

MA20002BK

Effective: 03/19/2020

Through: 12/31/2030



NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)**NAME OF EVENT:** _____

Date: _____ Time: from _____ to _____

Rain Date: _____ Time: from _____ to _____

2. Location*: _____

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

3. Description of Property: _____ Public _____ Private _____

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

Contact Person

Address: _____ Telephone: _____

E-Mail: _____ Cell Phone: _____

Day of Event Contact & Phone: _____

5. Number of Attendees Expected: _____

6. MA Tax Number: _____

7. Is the Event Being Advertised? _____ Where? _____

8. What Age Group is the Event Targeted to? _____

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 _____

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

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

Performers _____ Dancing _____ Amplified Sound _____ Stage _____

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

Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

If yes:

- a) How many trash receptacles will you be providing? _____
- b) How many recycling receptacles will you be providing? _____
- c) Will you be contracting for disposal of : **Trash** Yes _____ No _____ **Recycling** Yes _____ No _____
- i. If yes, size of dumpster(s): **Trash** _____ **Recycling** _____
- ii. Name of disposal company: **Trash** _____ **Recycling** _____
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes _____ No _____
- iv. If no, where will the trash & recycling be disposed ? _____

If no:

- a) # of trash container(s) to be provided by DPS _____
- b) # of recycling container(s) to be provided by Recycling Office _____
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

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

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

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

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

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

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

5. Start Time: _____ Expected End Time: _____

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

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

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

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:

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

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

CITY MARSHAL _____ 4 Green St. FIRE CHIEF _____ 0 Greenleaf St.

DEPUTY DIRECTOR _____ 16A Perry Way CITY CLERK _____ 60 Pleasant St.

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

Updated April 1, 2022

DEPARTMENT APPROVAL (for Committee Member use only):

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

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

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Enforcement.

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

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

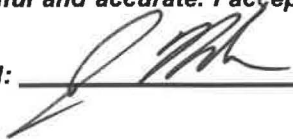
(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance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

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

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

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

Signed:



Date:

March 7, 2023



Newburyport Arts and Culture Shanties

The Firehouse Center for the Arts requests use of the Pop-Up Park from May 1 through October 22 for the Newburyport Arts and Culture Shanties Program. The Shanties would primarily be open Friday through Sunday with occasional programs happening on weekdays. Each of these programs would be coordinated with the artists.

Physical Infrastructure

The Firehouse Center for the Arts would relocate the five Art Shanties to this location during the final week of April with an anticipated Opening Date of **Friday, May 5**. The Firehouse would be responsible for any costs associated with moving the Shanties. **It is anticipated this will be one-time, temporary location while construction of Waterfront Park takes place this spring and summer.**

Program Goals and Anticipated Outcomes

Newburyport's Artisan Shanties program has several goals. First, it will meet goals stated in the City's 2017 Master Plan: 1. Increase awareness of Newburyport as a destination for arts, tourism, and cultural affairs; and, 2. Support a rich variety of cultural opportunities/activities for city groups/individuals. These are goals long held by the community in its efforts to support the creative market as a key driver of the City's economy. Equally as important are the goals to help local artists/artisans and cultural organizations increase recognition and sales; act as a community-building forum through a common artistic mission; and increase traffic to local businesses.

The anticipated outcomes are: increased community exposure to the arts; increased recognition and sales for artisans and cultural organizations; increased number of visitors to the area; a creative way to use City-owned waterfront land; and an improved reputation as a cultural destination. Changes we expect will be improved relations throughout the arts community, as well as between the arts community and the City; and an aesthetically-pleasing use of open space while the "wings" of Waterfront Park are under construction during the spring and summer of 2023.

Newburyport Arts and Culture Artist Shanties Requirements

1. All work **MUST** be created by the individuals participating in the program and must be original handcrafted works or products. Mass produced or manufactured works are not acceptable (sales representatives and agents are not eligible).
2. Each year is a new year, prior participation does not mean automatic acceptance into the program;
3. The amount of time at shanties for each artist varies year to year;

4. Multiple Artists and/or Arts Organizations may share a shanty, but they all must separately apply and be accepted;
5. If an Artist and/or Arts Organization would like to share, but doesn't have someone to share a shanty, this should be indicated on the application;
6. Artists and/or Arts Organizations sharing will coordinate payments and submit ONE check as deposit and ONE as balance due.
7. All work must be juried; any items not approved during the jury process must be approved by the Shanty Programming Committee prior to selling in the shanty;
8. Artists and/or Arts Organizations must complete an application and be juried/accepted into the program on a yearly basis;
9. There is a rolling application/jury process for all openings.
10. *Typical Hours:* Friday, Saturday, Sunday from 12pm – 4pm
11. Cost: \$75/week **There will an additional \$25 charged during Yankee Homecoming Week (July 31- August 6)**
12. Artists and/or Arts Organizations will pay full amount with contract;
13. Each shanty must be staffed by a participating artist or assistant/friend/family member who knows the artist's work during operating hours;
14. Shanties rotate each week with new artists beginning to arrive on Thursday mornings and previous Artists and/or Arts Organizations leaving by Wednesday night; Artists and/or Arts Organizations are responsible for removing their work out of the shanty and removing all nails/hooks, etc. New artists may set up before 12:00pm on Friday;
15. The Program Coordinator will send artists all added information (how to unlock the doors, etc.);
16. Every participating artist is emailed information before the season begins and is required to attend a mandatory meeting in the spring to answer any further questions.
17. **Artisan Shanties will measure 8-feet-wide by 6-feet-deep. There is no direct access to water but electricity can be supplied, if required.**
18. **Arts Organizations are invited to apply for use of a larger 12-foot-wide by 6-foot-deep Shanty. Add \$25 to weekly rental costs for use of larger shanty.**
19. No commissions are charged, participants retain 100% of sales from their products. Participants are responsible for collecting sales tax.
20. Selected participants are responsible for transporting all products, support material and equipment to and from the site, and for all installation, display and sales.

Economic Impact

According to the latest Arts & Economic Prosperity V survey from Americans for the Arts, a national advocacy organization based in Washington D.C., the average spend per audience member is \$31.47 on top of their ticket purchase – directly feeding back into the local economy.

Other Potential Opportunities

- Opening Night Events with Artists
- Partnering with Local Businesses to hold special events
- Partnering with Greater Newburyport Chamber of Commerce to hold seasonal events
- Pop Up Art Classes with Artists
- Pop Up Theater Classes with local professionals
- Smaller Family-oriented events (teas, family play, etc.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2022

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

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

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: SELECT DEPARTMENT PHONE (A/C, No, Ext): 800-333-7234 FAX (A/C, No): 781-586-8244 E-MAIL ADDRESS: CSR24CL@easterninsurance.com														
INSURED Society For The Development of Arts & Humanities of Greater Newburyport Inc Firehouse Center One Market Square Newburyport MA 01950	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Peerless Insurance Company</td> <td>24198</td> </tr> <tr> <td>INSURER B : AmTrust International Underwriters DAC</td> <td>57399</td> </tr> <tr> <td>INSURER C : Mount Vernon Fire Insurance Co</td> <td>26522</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Peerless Insurance Company	24198	INSURER B : AmTrust International Underwriters DAC	57399	INSURER C : Mount Vernon Fire Insurance Co	26522	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: 328636416

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 <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div> <div> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC </div> <div> OTHER: </div> </div>			BKS56739503	8/11/2022	8/11/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	<input type="checkbox"/> AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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EACH OCCURRENCE	\$ 1,000,000																				
AGGREGATE	\$ 1,000,000																				
	\$																				
B	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	TWC4131164	8/25/2022	8/25/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER </td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 500,000</td></tr> </table>	<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						
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E.L. DISEASE - EA EMPLOYEE	\$ 100,000																				
E.L. DISEASE - POLICY LIMIT	\$ 500,000																				
C	DIRECTORS & OFFICERS			NDO2550272J	2/17/2022	2/17/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>OCCURRENCE</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">1,000,000</td></tr> </table>	OCCURRENCE	1,000,000	AGGREGATE	1,000,000										
OCCURRENCE	1,000,000																				
AGGREGATE	1,000,000																				

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

NON-PROFIT COMMUNITY CIVIC CENTER/THEATER.

City of Newburyport is included as an additional insured on the General Liability where required by written contract or agreement.

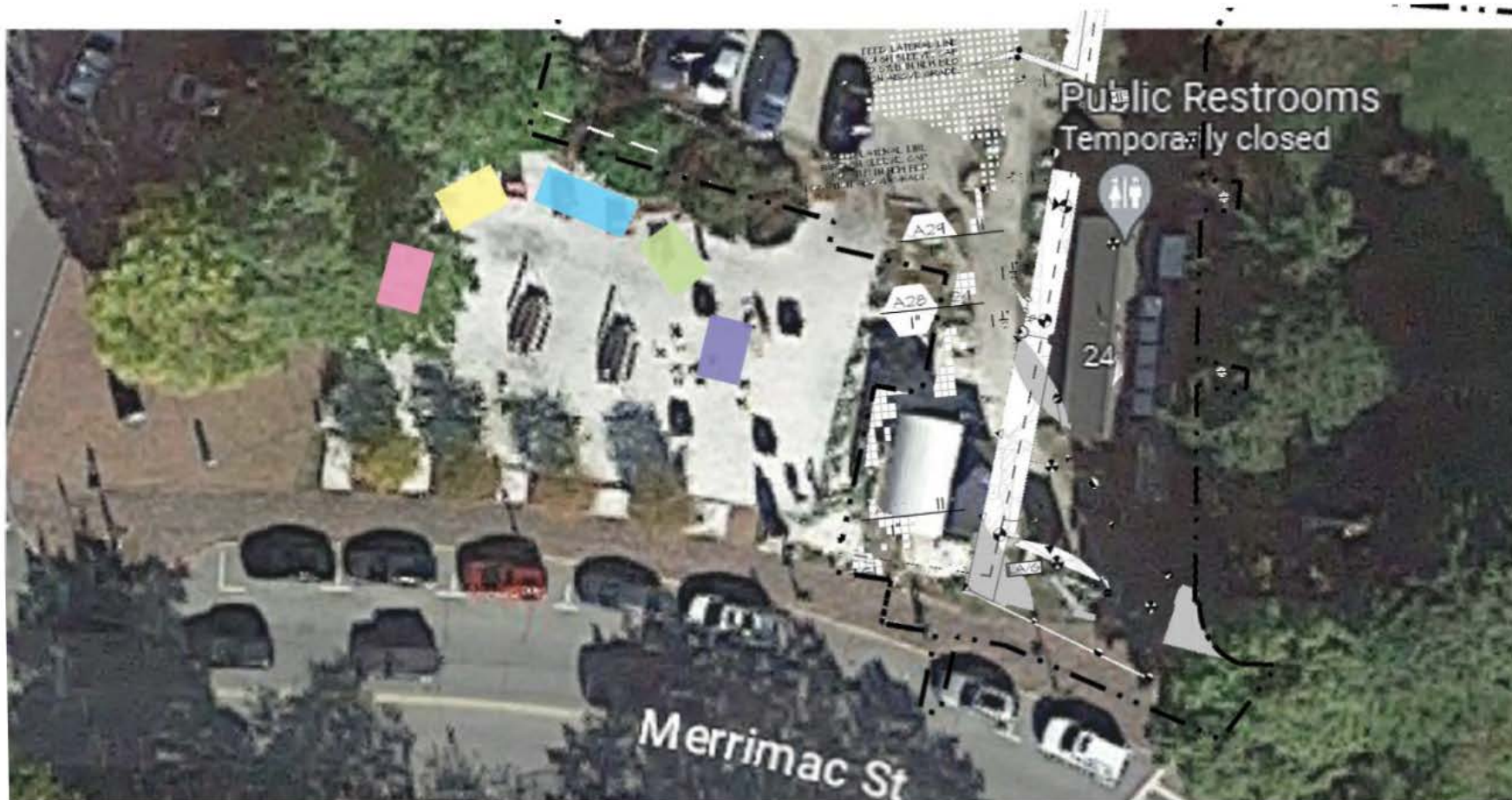
CERTIFICATE HOLDER
CANCELLATION

 City of Newburyport
 60 Pleasant St.
 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

Tel.

Fax

2023 MAR 20 A 11:30

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

NAME OF EVENT: Flag Day 5K run/walkDate: Saturday June 10 2023 Time: from 4PM to 8PM

Rain Date: _____ Time: from _____ to _____

2. Location*: Cashman Park Soccer Field

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

3. Description of Property: Cashman Park soccer field Public ☒ Private _____4. Name of Organizer: 1st Lt Derek Hines Soldiers Fund City Sponsored Event: Yes _____ No ☒Contact Person Steven HinesAddress: 54 Ferry Rd Telephone: _____E-Mail: hin57@comcast.net Cell Phone: 617 799-6980Day of Event Contact & Phone: 617 799-69805. Number of Attendees Expected: 15006. MA Tax Number: Registered non profit Fed Tax ID #26-07527827. Is the Event Being Advertised? Yes Where? Social Media and newspaper8. What Age Group is the Event Targeted to? All ages9. Have You Notified Neighborhood Groups or Abutters? Yes ☒ No _____, Who? _____**ACTIVITIES:** (Please check where applicable.) Subject to Licenses & Permits from Relevant City DepartmentsA. Vending*: Food ☒ Beverages ☒ Alcohol ☒ Goods _____ Total # of Vendors _____

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

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

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

Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

If yes:

- a) How many trash receptacles will you be providing? 12
- b) How many recycling receptacles will you be providing? 12
- c) Will you be contracting for disposal of : **Trash** Yes X No **Recycling** Yes X No
- i. If yes, size of dumpster(s): **Trash** 10yd **Recycling** 10yd
- ii. Name of disposal company: **Trash** Mello **Recycling** Mello
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes No
- iv. If no, where will the trash & recycling be disposed ?

If no:

- a) # of trash container(s) to be provided by DPS
- b) # of recycling container(s) to be provided by Recycling Office
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

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

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

10 Standard # 1 ADA accessible

Name of company providing the portable toilets: Reds Portable Restrooms

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE X _____

WALKATHON _____

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:
1st Lt. Derek Hines Soldiers Fund

2. Name, Address & Daytime Phone Number of Organizer: Steven Hines
54 Ferry Rd Newburyport 617 799-6980

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up Steven Hines
54 Ferry Rd Newburyport 617 799-6980

4. Date of Event: June 10, 2023 Expected Number of Participants: 1500

5. Start Time: 4PM Expected End Time: 6PM

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): Starting at Cashman park
taking right onto Merrimac St, left up Jefferson, left onto High St, left down Kent St, right on Washington,
left onto rail trail before Winter St then left at the river to return to Cashman Park.

7. Locations of Water Stops (if any): Top of Jefferson St and Washington St

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

9. Formation Location & Time for Participants: Cashman Park 3 PM

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:

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

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

CITY MARSHAL [Signature] 4 Green St.

FIRE CHIEF [Signature] 0 Greenleaf St.

DEPUTY DIRECTOR [Signature] 16A Perry Way

CITY CLERK [Signature] 60 Pleasant St.

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

Updated April 1, 2022

DEPARTMENT APPROVAL (for Committee Member use only):

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

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

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

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

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

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

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

Signed: _____

Date: _____

3/20/23



**Road Running Technical Council
USA Track & Field**

Measurement Certificate



Name of the course 2022 1st Lt. Derek Hines Flag Day 5K Distance 5 km
Location (state) MA (city) Newburyport
Type of course: Road Race
Measuring Methods: Bicycle
Measured By Bob Kennedy, 18 Riverview Road, Durham, NH 03824, 508-577-4105, osprey02554@yahoo.com
Race Contact Chris Kealey, 8 Payson St., Newburyport, MA 01950, 978-270-6854
Date(s) when course measured: 09/17/2022
Number of measurements of entire course: 2 Course Configuration: 1 loop
Elevation (meters above sea level) Start 2.00 Finish 1.00 Lowest 1.00 Highest 24.00
Straight line distance between start and finish 47.00m Drop 0.20 m/km Separation 0.94 %
Type of surface: Paved 100 % Dirt 0 % Gravel 0 % Grass 0 % Track 0 %
Effective date of certification: September 17, 2022 Certification code: MA22005BK

Note to Race Director: Use this Certification Code
in all public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If any changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course --- In the event a National Open Record is set on the course, or at the discretion of USA Track & Field, a verification measurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 of the year: **2032**

Bob Kennedy

AS NATIONALLY CERTIFIED BY:

Date: October 11, 2022

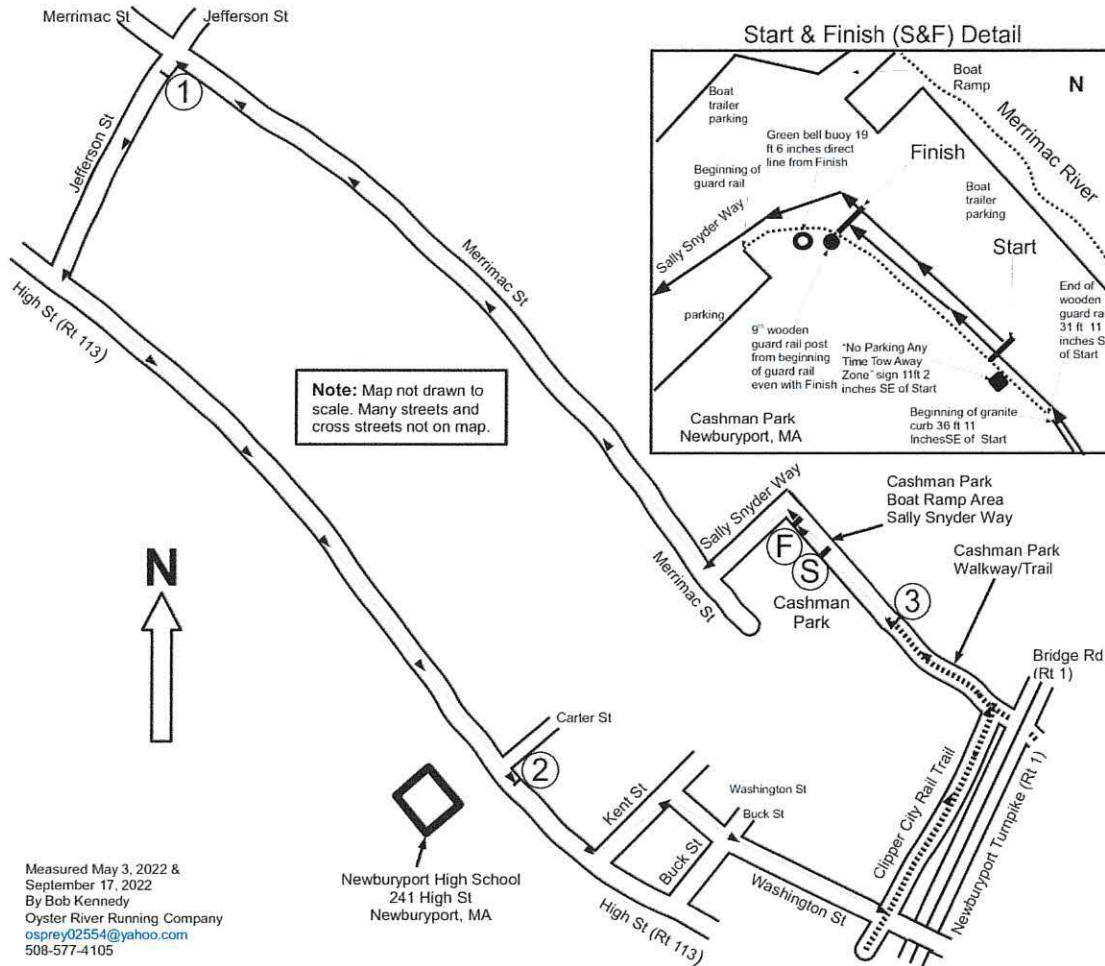
Bob Kennedy - USATF/RRTC Certifier - 18 Riverview Road, Durham NH 03824
(508) 577-4105 - osprey02554@yahoo.com

2022 1st Lt. Derek Hines Flag Day 5K (Previously MA22004BK) Newburyport, Massachusetts



USATF Certificate
MA22005BK
Effective: 09/17/2022
Through: 12/31/2032

Note: This course was measured using the full width of the road and the Shortest Possible Route (SPR).



Start & Finish marked with a spot of white paint and a P-K nail. Mile 1 to 3 marked with a spot of white paint.

Start: On the southwest side of Cashman Park Boat Ramp parking area on Sally Snyder Way (Newburyport, MA) 11 ft 2 inches NW of the "No Parking Any Time Tow Away Zone" sign, 31 ft 11 inches NW of the end of the wooden guard rail, and 36 ft 11 inches NW of the beginning of the granite curb on Sally Snyder Way.

Mile 1: On southeast side of Jefferson St 11 ft 6 inches south of the middle of the front door for 23 Jefferson and about 115 ft SSW of Merrimac St.

Mile 2: On the northeast side of High St (Rt 113) 12 ft NW of a storm drain, 3 ft NW of the center of the front door to 254 High St, & about 35 SE of Carter St.

Mile 3: On northeast (right) side of Cashman Park walkway/trail coming from the Clipper City Rail Trail 14 ft before the "Stop Look Before Crossing" sign as walkway ends before the boat ramp at Cashman Park.

Finish: On the southwest side of Cashman Park Boat Ramp parking area on Sally Snyder Way even with the 9" wooden guard rail post from the north end, 19 ft 6 inches direct line from the green bell buoy "NP" in the grass inside the guard rail, and 148 ft 6 inches NW of the Start.

Measured May 3, 2022 &
September 17, 2022
By Bob Kennedy
Oyster River Running Company
osprey02554@yahoo.com
508-577-4105

STELLA: 9788840896

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

2023 MAR 20 P 12:52

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

NAME OF EVENT: GNOCA 5k Walk/Run in Honor of Paula Holm + Jackie PoorDate: September 24th 2023 Time: from 10am to 1pmRain Date: N/A Time: from _____ to _____2. Location*: Michael's Harborside, 1 Tournament Wharf

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

3. Description of Property: Restaurant Public _____ Private _____4. Name of Organizer: GNOCA City Sponsored Event: Yes _____ No ☒Contact Person Deb GreenAddress: _____ Telephone: 978 225 6700E-Mail: greetingsbydesignnewburyport@gmail.com Cell Phone: _____Day of Event Contact & Phone: 978 225 67005. Number of Attendees Expected: 50-100 runners 50+ walkers

6. MA Tax Number: _____

7. Is the Event Being Advertised? yes Where? posters around town - mailings8. What Age Group is the Event Targeted to? 18+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 _____

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

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

Performers _____ Dancing _____ Amplified Sound _____ Stage _____

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

Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

If yes:

- a) How many trash receptacles will you be providing? 4
- b) How many recycling receptacles will you be providing? 1
- c) Will you be contracting for disposal of : **Trash** Yes ☐ No ☒ **Recycling** Yes ☐ No ☒
- i. If yes, size of dumpster(s): **Trash** _____ **Recycling** _____
- ii. Name of disposal company: **Trash** _____ **Recycling** _____
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes ☒ No ☐
- iv. If no, where will the trash & recycling be disposed ? _____

If no:

- a) # of trash container(s) to be provided by DPS _____
- b) # of recycling container(s) to be provided by Recycling Office _____
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

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

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

#_____Standard #_____ADA accessible

Name of company providing the portable toilets: _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE ☒

WALKATHON ☒

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

Greater Newburyport Ovarian Cancer Awareness

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

Deb Green
Greetings By Design
1, Water Street
Newburyport 978 225 6700

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

As Above

4. Date of Event: Sept. 24, 2023 Expected Number of Participants: 100 +

5. Start Time: 10am Expected End Time: 1pm

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

Merrimac, Jefferson, High, Kent, Washington Rail Trail
Walkers will follow route downtown - see attached
maps.

7. Locations of Water Stops (if any): Jefferson - left side

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

9. Formation Location & Time for Participants: Michaels Harborside 10am

10. Dismissal Location & Time for Participants: Michaels Harborside 1pm

11. Additional Parade Information:

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

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

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

DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.

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

DEPARTMENT APPROVAL (for Committee Member use only):

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

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

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

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

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

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

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

Signed: _____

Date: _____

3/11/23

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2023 MAR 20 P 12:52

March 18th 2023

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

Dear Members of the Newburyport City Council,

I am writing to ask your permission to hold the ^{14th} 14th Annual GNOCA 5K Run/Walk, in honor of Jackie Poor and Paula Holm, in Newburyport, on Sunday, September 24, 2023 from 10:00 am – 1pm.

The Greater Newburyport Ovarian Cancer Awareness (GNOCA) was founded by Deb Green and Elaine Carroll, Newburyport businesswoman and resident. We raise money for Ovations for the Cure, a non-profit organization, located in Natick. Ovations for the Cure is devoted to educating the public on the signs and symptoms of ovarian cancer. Ovarian cancer is a particularly devastating cancer for women. It has a nearly 50% mortality rate because the symptoms often go unnoticed until it is in its later stages. GNOCA holds events from June through September, which is National Ovarian Cancer Awareness month.

I have included the 5K run route used last year. The 3.1 mile route begins and ends at Michael's Harborside Restaurant, 1 Tournament Wharf, who will also be providing the parking. It then travels along Merrimac to Jefferson, onto High, then Kent, onto Washington and follow the Rail Trail, finishing at Michael's Harborside. Please see the attached map. As in the past, we will hire a police detail for traffic control and runner safety.

If acceptable we would like to have the walkers follow a different route than the runners. The walker's route begins and ends at Michaels Harborside (same as runners). The walkers turn left onto Merrimac St., right onto Federal St., right onto Liberty St., onto State Street, right onto High St., right onto Broad Street cross Merrimac Street to Cashman Park. Walkers Continue along the Rail Trail ending at Michaels Harborside. Please see enclosed map.

We prefer this route for walkers as it is more interesting and exposes the walkers to the Farmer's Market at the Tannery and downtown merchants.

Thank you so much for your support in previous years. I look forward to working with the council. If you have any questions or concerns, please feel free to contact me at 978-884-0896 or greetingsbydesignnewburyport@gmail.com

Sincerely,

Stella McCormick



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2023

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

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

PRODUCER Brown & Brown of Massachusetts, LLC 980 Washington Street Suite 325 Dedham MA 02026	CONTACT NAME: Margaret Herlihy PHONE (A/C, No, Ext): E-MAIL ADDRESS: Margaret.Herlihy@bbbrown.com INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Travelers Property Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 18058 36161
INSURED Ovations for the Cure Inc 79 Main Street Suite 202 Frammingham MA 01702		

COVERAGES **CERTIFICATE NUMBER:** 22-23 MASTER **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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2431561	08/07/2022	08/07/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Rented To You Limit (Any \$ 100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-3J988022-22	08/07/2022	08/07/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

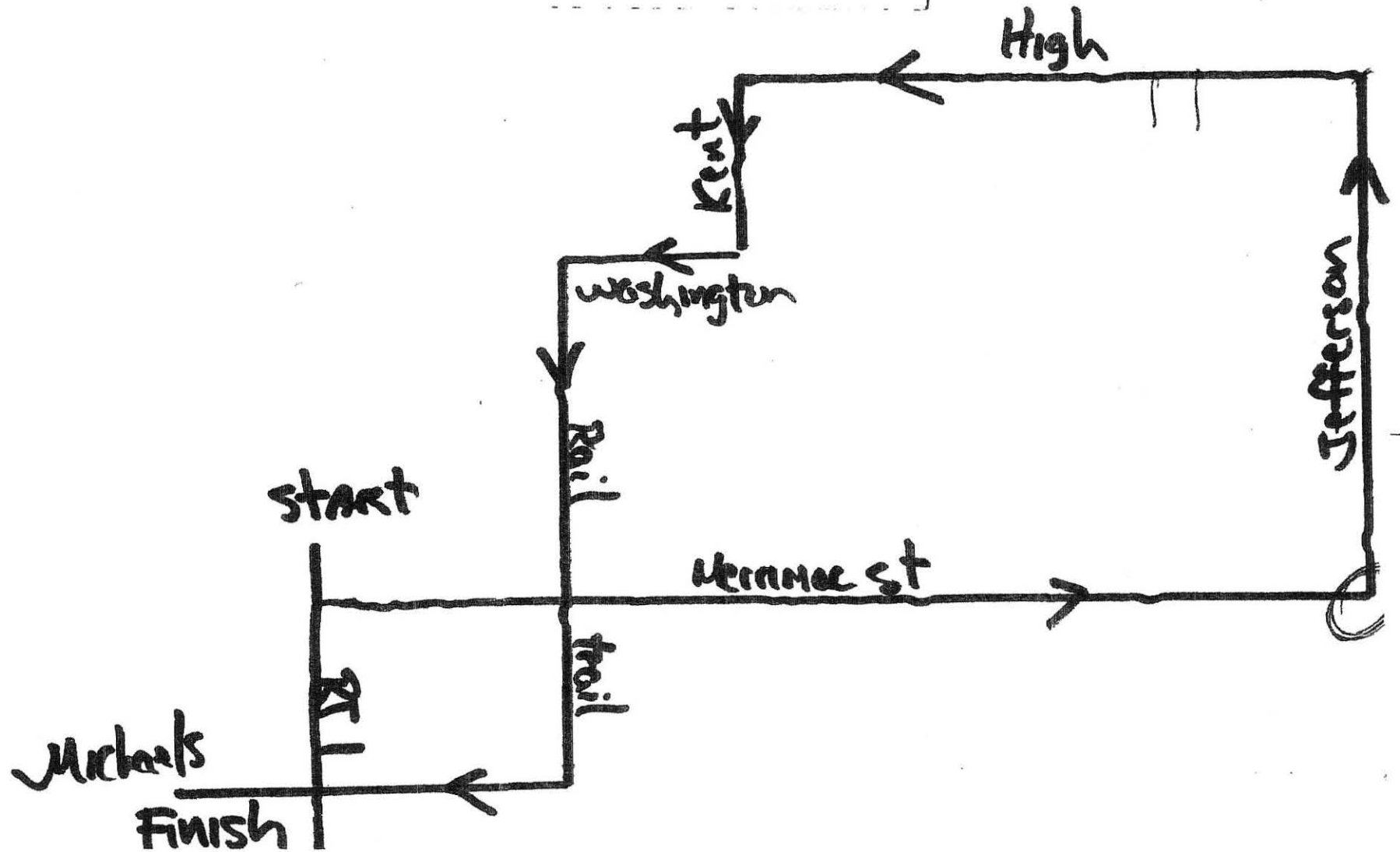
Event-5K September 24, 2023 -The City of Newburyport is added as Additional Insured for the above referenced event in regards to the General Liability

CERTIFICATE HOLDER

City of Newburyport 60 Pleasant Street Newburyport MA 01950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
----------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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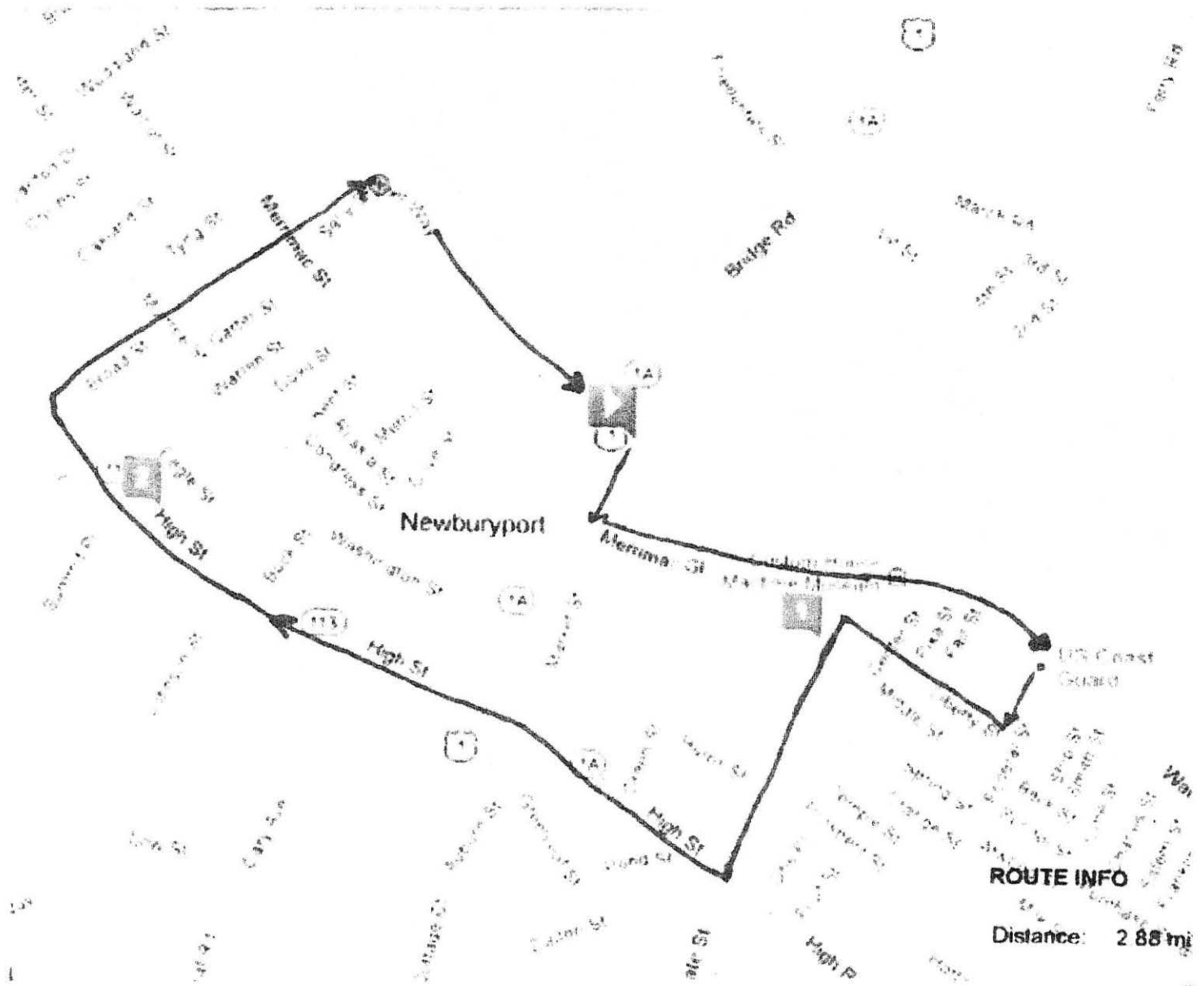
5k Run Route



5k Walk Route

Directions for walk

- Turn left onto Merrimac St Right
- on Federal St
- Right on Liberty St to State St
- Turn left on State St
- Right on High St
- Right on Broad
- Cross Merrimac St to Cashman Park
- Continue along Rail Trail
- Ending at Michael's Harborside



NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

Tel.

Fax.

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

NAME OF EVENT: Love Local, Newbury portDate: May 18, 2023 Time: from 6:30 pm to 9:30 p.m.Rain Date: — Time: from — to —2. Location*: Inn Street

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

3. Description of Property: Space around water fountains Public ☒ Private ☐4. Name of Organizer: Runway for Recovery City Sponsored Event: Yes ☐ No ☒Contact Person Olivia BogerAddress: 29 Water St, Suite 216 Telephone: 617-710-2172E-Mail: olivia@runwayforrecovery.org Cell Phone: 617-710-2172Day of Event Contact & Phone: Olivia ; 617-710-21725. Number of Attendees Expected: 250-3506. MA Tax Number: 11-38220377. Is the Event Being Advertised? yes Where? Local shops, businesses, online8. What Age Group is the Event Targeted to? 21+9. Have You Notified Neighborhood Groups or Abutters? Yes ☒ No ☐ Who? Shops : restaurants downtown

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

A. Vending*: Food ☒ Beverages ☐ Alcohol ☒ Goods ☒ Total # of Vendors 1 food
1 alcohol
6 shops
8

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

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music ☐ DJ ☐ Radio/CD ☐Performers ☐ Dancing ☐ Amplified Sound ☒ Stage ☐C. Games /Rides: Adult Rides ☒ Kiddie Rides ☒ Games ☒ Raffle ☒Other ☐ Total # ☐Name of Carnival Operator: —Address: —Telephone: —

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

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

If yes:

- a) How many trash receptacles will you be providing? all compost
- b) How many recycling receptacles will you be providing? 3 all recycling
- c) Will you be contracting for disposal of : Trash Yes ☐ No ☒ Recycling Yes ☒ No ☒
- i. If yes, size of dumpster(s): Trash Recycling ~~Small Recycle~~
- ii. Name of disposal company: Trash Recycling ~~Recycle~~
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes ☒ No ☐
- iv. If no, where will the trash & recycling be disposed ? our home for recycling
65 middle Street

If no:

- a) # of trash container(s) to be provided by DPS
- b) # of recycling container(s) to be provided by Recycling Office 3
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

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

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

one ADA accessible toilet)

Standard # ADA accessible

not needed in 2019

Name of company providing the portable toilets:

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

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: May 18, 2023 Expected Number of Participants: 250

5. Start Time: 6:30 Expected End Time: 9:30pm

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

attached map of Inn Street : photos from 2019
Event.

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

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

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:

• Number of Floats: _____

• Locations of Viewing Stations: _____

• Are Weapons Being Carried: Yes _____ No ☒

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

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

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DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.

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

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Approval
Required

Date: _____ Signature _____

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- _____ 2. Police: _____
Is Police Detail Required: _____ # of Details Assigned: _____
- _____ 3. Traffic, Parking & Transportation: _____
- _____ 4. ISD/Health: _____
- _____ 5. Recycling: _____
- _____ 6. ISD/Building: _____
- _____ 7. Electrical: _____
- _____ 8. Fire: _____
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Yes: \$ _____ due on _____ No Fee for Special Events applies
Other requirements/instructions per DPS _____
- _____ 10. Parks Department: _____
- _____ 11. License Commission _____

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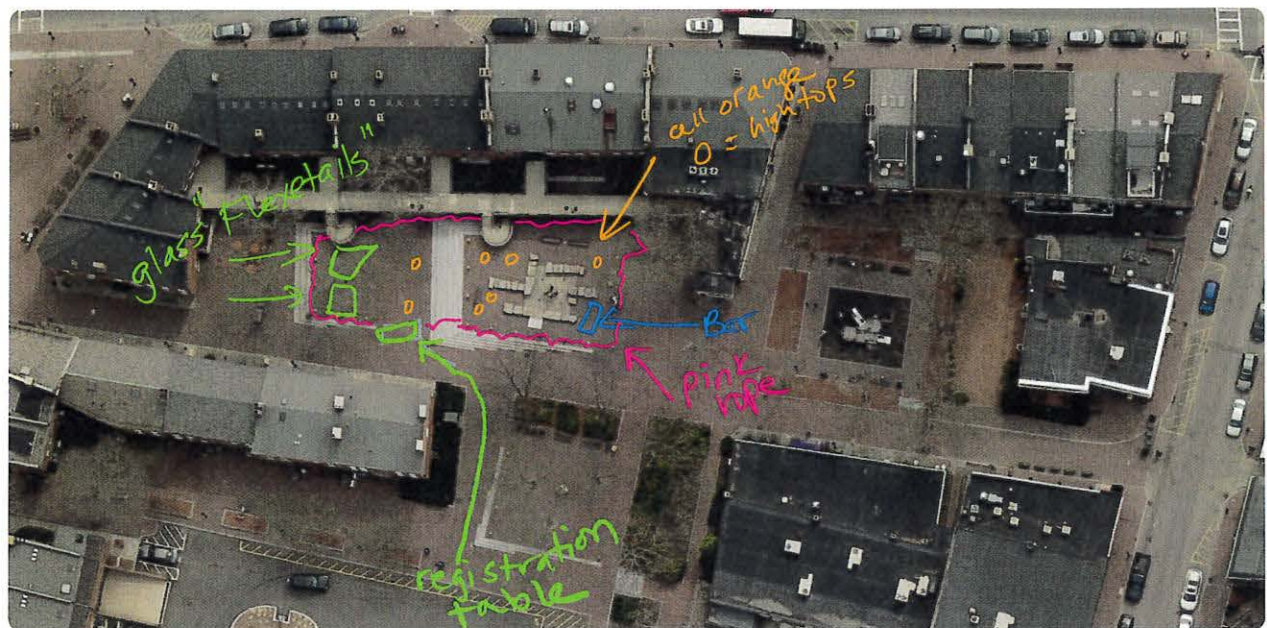
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2023

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

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

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: PHONE (A/C, No, Ext): 800-333-7234 FAX (A/C, No): 781-586-8244 E-MAIL ADDRESS: CSR24CL@easterninsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Runway For Recovery, Inc. 29 Water Street, Suite 216 Newburyport MA 01950	NAIC # 18058

COVERAGES**CERTIFICATE NUMBER:** 134553847**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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EV108810	5/18/2023	5/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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)

The City of Newburyport as an additional insured.

CERTIFICATE HOLDER

City of Newburyport PO Box 550 Newburyport MA 01950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Committee Items – April 10, 2023

Public Works & Safety

In Committee:

- APPT00388_03_27_2023 Wayne Amaral 2 Woodwell Circle, Amesbury Director DPS 4/1/2026
- APPT00387_03_27_2023 Thomas O'Brien 11 Moseley Ave. Water/Sewer Comm. 3/31/2025
- COMM00465_02_27_2023 Street Paving Plan FY23-FY28 (COTW)
- ODNC00143_03_13_2023 Municipal Fee Schedule Amend Water Sewer Fees



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
SEAN R. REARDON, MAYOR
60 PLEASANT STREET - P.O. Box 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
MAYOR@CITYOFNEWBURYPORT.COM

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2023 MAR 21 P 3:15

To: President and Members of the City Council
From: Sean R. Reardon, Mayor
Date: March 27, 2023
Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Water/Sewer Commission. This term will expire March 31, 2025.

Thomas O'Brien
11 Moseley Avenue
Newburyport, MA 01950

Letter of Interest and Resume

February 7, 2023

Mayor Sean Reardon
City Hall
60 Pleasant St
Newburyport, MA 01950

Dear Mayor Reardon,

I would like to be considered for an opening on the Water/Sewer Commission when one is available. I was on the Water Commission for five years, the City Council for 22 years and the Housing Authority since 1997.

Thank you for your consideration.

Thomas O'Brien

Resume

Thomas F. O'Brien
11 Moseley Ave.
Newburyport, MA 01950

Prior Municipal Experience

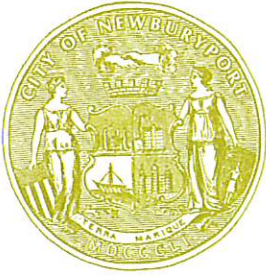
- City Council Member 1997 – 2019
- Council President - 10 years
- Member Water Commission – 1993 - 1998
- Newburyport Housing Authority 1997 – Present

Prior Employment

- Commonwealth of Massachusetts, Department of Vocational Rehabilitation, 37 years

Education

- University of Massachusetts, Amherst, MA. B.A.
- Springfield College, M. Ed Rehabilitation Counseling



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2023 MAR 27 A 9:04

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

To: President and Members of the City Council
From: Sean R. Reardon, Mayor
Date: March 27, 2023
Re: Appointment

I hereby appoint, subject to your approval, the following named individual as the Director of Public Services. This term will expire on April 1, 2026.

Wayne S. Amaral
2 Woodwell Circle
Amesbury, MA 01913

Wayne S. Amaral

2 Woodwell Circle
Amesbury, MA 01913
978-992-8915

Accomplishments

Town of West Newbury

- Established first town-wide \$26M capital investment program.
- Modernized and updated street map, including stormwater infrastructure, pavement markings, speed limit and sign inventories.
- Established first snow and ice treatment and clearing route plan, improving efficiency and safety for winter operations.

City of Newburyport

- Established first sidewalk construction specification, as requested by City Council, for the standardization of sidewalk construction for public and private contractors.
- Streamlined Forestry Division, resulting in a 300% increase in citywide high hazard tree removals.
- Developed and implemented a citywide roadway crack-seal program to extend pavement quality.
- Implemented the CMMS work order system for all Highway Department operations.

City of Cambridge

- Developed and implemented improvements to the "Snow Emergency Route Program" and tow operation procedures, resulting in a reduction of the number of vehicles towed and improving the efficiency of Public Works plowing operations.

Experience

Town of West Newbury, Public Works Department

Director, Tree Warden and Chief Procurement Officer

2018 to present

- Oversee operations and capital implementation including all highway operations, Chapter 90 program, fleet management, parks, snow, and ice operations.
- Manage personnel including hiring, performance, and discipline.
- Oversee maintenance of all town facilities and town elementary school.
- Manage MS4 stormwater program and serve as Chairperson of the Stormwater Work Group.
- Serve as Chief Procurement Officer for the town and administer all department procurement efforts.
- Capital Project Manager for new Page School Playground Project, Soldiers and Sailors Building Renovation Project, and Town Hall Exterior Renovation Project.
- Oversee the design and construction of road and bridge projects and administer the MassWorks Grant and Small Bridge Program Grant.
- Represent the department at Town Meeting, and with Selectboard, Open Space, Tree, Capital, Community Preservation, and Conservation committees.

City of Newburyport, Department of Public Services

Deputy Director

2014 – 2018

- Oversaw operations including highway, facilities, electrical, engineering, water treatment and distribution, wastewater and solid waste collection and treatment, Chapter 90 program, fleet management, and snow and ice operations.
- Assumed responsibility for the department functions during the Director's absence.

- Oversaw facility maintenance and improvement for non-school buildings and properties.
- Served as Tree Warden and Cemetery Superintendent, Chairperson of the Traffic Safety Advisory Committee, and member of the Parking Advisory Committee.
- Managed personnel including hiring, performance, and discipline, and union matters.
- Managed MS4 stormwater program.

City of Cambridge, Department of Traffic, Parking and Transportation

Manager of Traffic Operations and Engineering

1999 – 2014

- Oversaw operations of the Traffic Engineering Division including fleet management, snow tow operations, parking lots, traffic signals and pavement markings.
- Assumed responsibility for the department functions during the Director's absence.
- Responded to large-scale events and emergencies, oversaw traffic operations and safety for presidential and envoy visits to Boston and Cambridge, Hasty Pudding parade, and Boston Pops 4th of July fireworks.
- Represented the department with the City Council, residents, private developers, and community organizations; served as the representative to the Bicycle Committee and local Emergency Planning Council.
- Prepared traffic studies and signal timing programs.
- Reviewed all major public and private development projects for safety and ordinance compliance, made recommendations on design and permitting.
- Collaborated on the design and construction of roadways and traffic calming projects including raised devices, chicanes, street tables, and shared use streets.

City of Somerville, Department of Traffic and Parking

Assistant Traffic Engineer

1990 – 1999

Education

2001

- Northeastern University, Degree in Highway Engineering and Surveying.

Memberships and Certifications

- MCPPO – Certified Associate designation
- Essex County Highway Association
- IMSA – International Municipal Signal Association
- Certified "Traffic Signal Field Electrician - Level 3" and "Work Zone Safety"

Recognitions and Presentations

- GoGreen Awardee for encouraging environmentally friendly forms of transportation, 2011.
- Employee of the Year, City of Cambridge, 2001
- ITE – Institute of Transportation Engineers, presenter; "School Crossing Supervisor Placement Study" at the 2000 ITE international Conference in Chicago.

References furnished upon request.

March 7, 2023

Ms. Donna Drelick
Director Human Resources
60 Pleasant Street
Newburyport, MA 01950

Dear Ms. Drelick,

I am writing to submit my resume for the position of Department of Public Services (DPS) Director as advertise on the Collins Center web-site. As the former Deputy Director of DPS, I am excited to have the opportunity to express my interest in the Director Position.

Over the past 32 years, I have worked in the traffic operations and public works for large cites and small towns, with populations ranging from 4,500 to 110,000 residents. I understand both the big and small picture of daily operations and the effectiveness of long-term planning in all types of political environments and financial challenges.

I have managed budgets ranging from \$1.9M to 7.9M, and supervised teams ranging from eight to 70 employees covering various bargaining unit contracts. I have also been responsible for the development of capital plans and the implementation of public works capital projects ranging in size from \$25,000 to \$3.2M.

Currently, I am employed as the DPW Director for the Town of West Newbury, where I am leading the department into the future with new means and methods that improve day-to-day and long-term efforts of the Town. I have address lagging technology, out-of-date procedures and policies, and non-compliance issues ranging from Chapter 90 funds management and MS4 activities. I have recently been appointed Chief Procurement Officer for the Town and modernized and expanded the Towns Capital Investment Program into a detailed \$26M program.

During my four years in Newburyport, I became certified as a MCPPO to handle all procurement for the department and offered support to other town departments regarding their procurements. Also established the first citywide sidewalk construction standards, pavement marking maintenance program, and crack-seal program. I streamlined the Forestry Division by assigning a dedicated trained team to perform all tree task and very proud to create a honest transparent relationship with the Tree Commission. One of my proudest accomplishments is offering my expertise and hundreds of hours of hard work during the snow and ice events of the 2015 season.

As a supervisor, I focus on supporting professional development for employees and give recognition to anyone who is willing and capable of performing additional responsibilities. I believe all positions within an organization are important and express the value of teamwork. My department is successful and well-respected by the Selectboard and the community due to our continued effort to succeed as a department.

Over my career, I have been a strong opponent of collaboration between departments, organizations and boards and commissions by encouraging open dialog with honest opinions and guidance.

I believe my experience, accomplishments, public relations strength, and attention to detail make me a strong candidate for the position of DPS Director for the City of Newburyport. I welcome the opportunity to discuss my leadership skills in greater details with you.

If I can supply additional information or if you have any questions, please contact me at 978-992-8915 or amaral.wayne@yahoo.com. Thank you for your consideration.

Sincerely,

Wayne S. Amaral

Ward 1 FY 23											
Street Name	From Street	To Street	Road Repair Calendar Year	General Condition	Proposed Repair Method	Length (Ft)	Length (Miles)	Road Surface Rating (RSR)	Sidewalk Repair Calendar Year	Sidewalk Material Proposed	Estimated Cost
WATER STREET	SHANDEL DR	UNION ST	2022 - COMPLETE	Poor	Mill & Overlay	761.96	0.14	59	NA	NA	\$ 22,750.00
WATER STREET	UNION ST	GOODOWNS AVE	2022 - COMPLETE	Fair	Mill & Overlay	552.14	0.10	67	NA	NA	\$ 22,750.00
WATER STREET	GOODOWNS AVE	WOODWELL AVE	2022 - COMPLETE	Fair	Mill & Overlay	405.10	0.08	63	NA	NA	\$ 22,750.00
WATER STREET	WOODWELL AVE	MARLBORO ST	2022 - COMPLETE	Poor	Mill & Overlay	274.48	0.05	59	NA	NA	\$ 22,750.00
ALTER COURT	BARTON ST	DEAD END	2022 - COMPLETE	Poor	Reclamation	179.25	0.03	29	TBD	Asphalt	\$ 23,800.00
BARTON COURT	BARTON ST	DEAD END	2022 - COMPLETE	Poor	Reclamation	203.92	0.04	10	TBD	Asphalt	\$ 32,600.00
BARTON STREET	ALTER CT	BARTON CT	2022 - COMPLETE	Poor	Reclamation	250.80	0.05	6	TBD	Asphalt	\$ 40,600.00
BARTON STREET	BARTON CT	CHESTNUT ST	2022 - COMPLETE	Poor	Reclamation	260.75	0.05	6	TBD	Asphalt	\$ 40,600.00
BARTON STREET	ALTER CT	ALTER CT	2022 - COMPLETE	Poor	Reclamation	395.97	0.07	20	TBD	Asphalt	\$ 40,600.00
GOODOWNS AVE	UNION ST	WATER ST	2022 - COMPLETE	Very Poor	Reclamation	179.22	0.03	5	NA	NA	\$ 12,000.00
GOODOWNS AVE	FRANKLIN ST	BROMFIELD ST	2022 - COMPLETE	Very Poor	Reclamation	264.28	0.05	18	NA	NA	\$ 31,666.67
MILK ST	FEDERAL ST	LIME ST	2022 - COMPLETE	Poor	Reclamation	612.10	0.12	59	TBD	TBD	\$ 168,627.53
MILK ST	LIME ST	FRANKLIN ST	2022 - COMPLETE	Very Poor	Reclamation	501.89	0.10	37	TBD	TBD	\$ 105,745.47
								TOTAL			\$ 311,866.67
Ward 1 FY 23											
Street Name	From Street	To Street	Road Repair Calendar Year	General Condition	Proposed Repair Method	Length (Ft)	Length (Miles)	Road Surface Rating (RSR)	Sidewalk Repair Calendar Year	Sidewalk Material Proposed	Estimated Cost
HIGH ST E	BROMFIELD ST	BARTON ST	2024	Poor	Mill & Overlay	308.36	0.06	52	2021	TBD	\$ 18,633.01
FEDERAL STREET	HIGH ST	WATER ST	2024	Very Poor	Reclamation	2085.20	0.32	27	2023	TBD	\$ 300,000.00
LANCASTER ROAD	SHANDEL DR	CUL DE SAC	2024	Poor	Mill & Overlay	274.11	0.05	66	2023	TBD	\$ 17,944.04
SMITH'S STREET	BECK ST	WATER ST	2024	Poor	Reclamation	575.37	0.11	33	2023	TBD	\$ 104,308.94
								TOTAL			\$ 440,886.00
Ward 1 FY 22											
Street Name	From Street	To Street	Road Repair Calendar Year	General Condition	Proposed Repair Method	Length (Ft)	Length (Miles)	Road Surface Rating (RSR)	Sidewalk Repair Calendar Year	Sidewalk Material Proposed	Estimated Cost
LUNT STREET	PURCHASE ST	HANCOCK ST	2026	Poor	Mill & Overlay	380.85	0.07	45	2025	TBD	\$ 77,342.97
LUNT STREET	MILK ST	WATER ST	2026	Poor	Mill & Overlay/ Reclamation	1180.74	0.22	50	2025	TBD	\$ 242,886.28
SHIP STREET	WATER ST	BECK ST	2026	Fair	Mill & Overlay	570.58	0.11	71	2025	TBD	\$ 79,865.42
BECK STREET	SHIP ST	SMITH ST	2026	Poor	Reclamation	105.22	0.02	29	2026	TBD	\$ 24,698.35
BECK STREET	SMITH ST	LIME ST	2026	Poor	Reclamation	198.45	0.04	39	2025	TBD	\$ 54,408.73
NEPTUNE STREET	PURCHASE ST	WATER ST	2024	Fair	Mill & Overlay	635.18	0.12	72	2023	TBD	\$ 172,242.45
								TOTAL			\$ 472,201.75

Ward 3 FY 23											
Street Name	From Street	To Street	Road Repair Year	General Condition	Proposed Repair Method	Length (Ft)	Length (Miles)	Road Surface Rating (RSR)	Sidewalk Repair Calendar Year	Sidewalk Material Proposed	Estimated Cost
BOARDMAN ST	ATKINSON ST	MERRIMAC ST	2022 - COMPLETE	Poor	Mil & Overlay	559.44	0.14	54	2022	Brick	\$ 115,000.00
	HIGH ST	WASHINGTON ST	2022 - COMPLETE	Poor	Mil & Overlay	441.81	0.08	48	2022	Brick	\$ 115,000.00
	WASHINGTON ST	ATKINSON ST	2022 - COMPLETE	Poor	Mil & Overlay	345.41	0.07	48	2022	Brick	\$ 115,000.00
BRICHER PLACE	HILL ST	QUILL ST	2022 - COMPLETE	Poor	Mil & Overlay	200.06	0.04	18	TBD	TBD	\$ 16,500.00
BRICHER PLACE	QUILL ST	CHERRY ST	2022 - COMPLETE	Poor	Mil & Overlay	166.07	0.03	15	TBD	TBD	\$ 16,500.00
CHERRY ST	ROUTE 1	CHERRY ST EXT	2022 - COMPLETE	Poor	Reclamation	815.14	0.15	39	TBD	TBD	\$ 27,500.00
	CHERRY ST EXT	BRICHER PL	2022 - COMPLETE	Poor	Reclamation	616.88	0.12	53	TBD	TBD	\$ 27,500.00
DEXTER LN	HIGH ST	DEAD END	2022 - COMPLETE	Poor	Mil & Overlay	843.05	0.16	52	TBD	TBD	\$ 36,000.00
NEW PASTURE WY	GRMF RD	CUL DE SAC	2022 - COMPLETE	Fair	Mil & Overlay	1484.72	0.28	24	TBD	TBD	\$ 72,000.00
QUILL ST	BRICHER PL	DEAD END	2022 - COMPLETE	Poor	Mil & Overlay	201.39	0.04	34	TBD	TBD	\$ 15,000.00
STANLEY TUCKER DR	MACCORM K HOYT RD	CUL DE SAC	2022 - COMPLETE	Poor	Mil & Overlay	1019.63	0.19	43	TBD	TBD	\$ 61,000.00
VERNON ST	CAREY AVE	DEAD END	2022 - COMPLETE	Very Poor	Reclamation	96.53	0.02	0	TBD	TBD	\$ 8,000.00
TOTAL									TBD		\$ 625,000.00

Ward 3 FY 25											
Street Name	From Street	To Street	Road Repair Year	General Condition	Proposed Repair Method	Length (Ft)	Length (Miles)	Road Surface Rating (RSR)	Sidewalk Repair Calendar Year	Sidewalk Material Proposed	Estimated Cost
JOHNSON STREET	LOW ST	HIGH ST	2024	Poor	Mil & Overlay	1686.14	0.32	42	2024	TBD	\$ 458,931.11
CALDWELLS COURT	MERRIMAC ST	DEAD END	2024	Poor	Mil & Overlay	147.07	0.03	32	2024	TBD	\$ 6,665.27
BIRCH STREET	MARKET ST	SUMMER ST	2024	Poor	Mil & Overlay	179.28	0.03	40	2024	TBD	\$ 8,124.61
CURRIERS COURT	KENT ST	DEAD END	2024	Fair	Mil & Overlay	152.68	0.03	75	2024	TBD	\$ 4,613.01
PAPANTI COURT	OCEAN ST	DEAD END	2024	Fair	Mil & Overlay	167.61	0.03	79	2024	TBD	\$ 6,752.21
EAGLE STREET	KENT ST	WARREN ST	2026	Poor	Mil & Overlay	487.16	0.09	45	2026	TBD	\$ 146,673.78
	WARREN ST	CARTER ST	2026	Poor	Mil & Overlay	271.40	0.05	39	2026	TBD	\$ 11,925.60
TOTAL											\$ 663,587.91

Ward 3 FY 27											
Street Name	From Street	To Street	Road Repair Year	General Condition	Proposed Repair Method	Length (Ft)	Length (Miles)	Road Surface Rating (RSR)	Sidewalk Repair Calendar Year	Sidewalk Material Proposed	Estimated Cost
SUMMIT PLACE	TOPPAN'S LN	HIGH ST	2026	Poor	Mil & Overlay	1709.10	0.32	51	2026	TBD	\$ 387,050.50
PREBLE ROAD	PERKINS WY	SPLIT	2026	Fair	Mil & Overlay	456.19	0.09	70	2026	TBD	\$ 27,565.76
	SPLIT	CUL DE SAC	2026	Poor	Mil & Overlay	496.15	0.09	42	2026	TBD	\$ 29,980.88
COTTAGE COURT	POND ST	DEAD END	2026	Poor	Reclamation	478.25	0.09	30	2026	TBD	\$ 43,348.32
PERKINS WAY	PARKER ST	PREBLE RD	2024	Fair	Mil & Overlay	962.78	0.18	69	2024	TBD	\$ 72,721.88
	PREBLE RD	CUL DE SAC	2024	Fair	Mil & Overlay	306.60	0.06	74	2024	TBD	\$ 23,158.70
TOTAL											\$ 583,826.04

Ward 4 FY 24											
Street Name	From Street	To Street	Road Repair Calendar Year	General Condition	Proposed Repair Method	Length (Ft)	Length (Miles)	Road Surface Rating (RSR)	Sidewalk Repair Calendar Year	Sidewalk Material Proposed	Estimated Cost
ARLINGTON ST	HIGHLAND AVE	HIGH ST	2023	Very Poor	Reclamation (Binder Only)	907.49	0.17	28	2024	Concrete	\$ 492,018.10
CHRISTOPHER ST	PLUMMER AVE	JEFFERSON ST	2023	Very Poor	Reclamation	673.32	0.13	36	NA	NA	\$ 88,154.28
WILLOW AVE	HIGH ST	MAPLE ST	2023	Very Poor	Reclamation	566.30	0.11	12	2023	Asphalt	\$ 40,000.00
PLUMMER AVE	HIGH ST	MERRIMAC ST	2023	Very Poor	Reclamation	1543.00	0.29	22	2023	Concrete	\$ 125,000.00
TOTAL											\$ 745,172.38

Ward 4 FY 26											
Street Name	From Street	To Street	Road Repair Calendar Year	General Condition	Proposed Repair Method	Length (Ft)	Length (Miles)	Road Surface Rating (RSR)	Sidewalk Repair Calendar Year	Sidewalk Material Proposed	Estimated Cost
ADAMS STREET	JEFFERSON ST	UPLAND RD	2025	Poor	Mill & Overlay	411.05	0.08	45	2024	TBD	\$ 82,187.64
ADAMS STREET	UPLAND RD	DEAD END	2025	Poor	Reclamation	114.33	0.02	16	2024	TBD	\$ 38,491.82
ASHLAND COURT	ASHLAND ST	DEAD END	2025	Poor	Mill & Overlay	344.92	0.07	51	2024	TBD	\$ 20,842.31
BUTLER STREET	MERRIMAC ST	HOWARD ST	2025	Poor	Mill & Overlay	486.81	0.09	42	2024	TBD	\$ 90,383.62
CALIFORNIA STREET		WALNUT ST	2025	Poor	Mill & Overlay	323.16	0.06	43	2024	TBD	\$ 95,727.90
DAWES STREET	COOLIDGE ST	ASHLAND ST	2025	Poor	Mill & Overlay	564.15	0.11	58	2024	TBD	\$ 42,341.12
FARRELL STREET	RAWSON AVE	MCCLINTOCK AVE	2025	Poor	Mill & Overlay	597.80	0.11	57	2024	TBD	\$ 214,518.10
FARRELL STREET	MCCLINTOCK AVE	COLUMBUS AVE	2025	Poor	Mill & Overlay	252.01	0.05	57	2024	TBD	\$ 47,545.18
MUNROE STREET	KENT ST	OAKLAND ST	2025	Poor	Mill & Overlay	1568.40	0.30	55	TBD	TBD	\$ 75,000.00
TOTAL											\$ 632,037.69

Ward 4 FY 28											
Street Name	From Street	To Street	Road Repair Calendar Year	General Condition	Proposed Repair Method	Length (Ft)	Length (Miles)	Road Surface Rating (RSR)	Sidewalk Repair Calendar Year	Sidewalk Material Proposed	Estimated Cost
ASHLAND COURT	ASHLAND ST	DEAD END	2027	Poor	Mill & Overlay	344.92	0.07	48	NA	NA	\$ 20,842.31
ASHLAND STREET	HIGH ST	MERRIMAC ST	2027	Very Poor	Reclamation	1310.40	0.25	24	2026	Concrete	\$ 237,549.06
DAWES STREET	ASHLAND ST	COOLIDGE ST	2027	Poor	Mill & Overlay	564.15	0.11	55	2026	Concrete	\$ 28,408.30
COOLIDGE STREET	ASHLAND ST	RKER RIDGE WAY E	2027	Poor	Mill & Overlay	286.52	0.05	42	2026	Concrete	\$ 13,706.61
TYNG STREET	MERRIMAC ST	MUNROE ST	2027	Very Poor	Reclamation	898.43	0.17	31	2026	Concrete	\$ 217,155.31
TOTAL											\$ 517,661.60

Ward 5 FY 23											
Street Name	From Street	To Street	Road Repair Calendar Year	General Condition	Proposed Repair Method	Length (ft)	Length (Miles)	Road Surface Rating (RSR)	Sidewalk Repair Calendar Year	Sidewalk Material Proposed	Estimated Cost
HIGHWAY 78R	HOPE ST	DEAD END	2022- COMPLETE	Poor	Mill & Overlay	290.75	0.05	49	TBD	TBD	5,000.00
HOPE AVE	ALBERTA AVE	IONA AVE	2022- COMPLETE	Very Poor	Reclamation	505.73	0.10	37	TBD	TBD	35,000.00
DOE RUN DR	FOX RUN RD	FOX RUN RD	2022- COMPLETE	Poor	Mill & Overlay	378.59	0.07	49	TBD	TBD	23,333.33
QUAIL RUN HOLLOW	DOE RUN RD	PHEASANT RUN DR	2022- COMPLETE	Poor	Mill & Overlay	274.55	0.07	49	TBD	TBD	23,333.33
	PHEASANT RUN DR	WILDWOOD DR	2022- COMPLETE	Poor	Mill & Overlay	272.03	0.05	52	TBD	TBD	23,333.33
FOX RUN DRIVE	SQUIRES GLEN	DRIVEWAY #11	2022- COMPLETE	Fair	Mill & Overlay	583.98	0.11	60	TBD	TBD	42,000.00
	DRIVEWAY #11	QUAIL RUN HOLLOW	2022- COMPLETE	Poor	Mill & Overlay	587.84	0.11	56	TBD	TBD	35,000.00
	NORTH ATKINSON ST	GOLDEN DR	2022- COMPLETE	Fair	Mill & Overlay	254.37	0.05	66	TBD	TBD	12,333.33
SIMMONS DRIVE	GOLDEN DR	GOLDEN DR	2022- COMPLETE	Fair	Mill & Overlay	245.26	0.05	66	TBD	TBD	12,333.33
	GOLDEN DR	DEAD END	2022- COMPLETE	Poor	Mill & Overlay	228.08	0.04	59	TBD	TBD	12,333.33
STICKNEY AVENUE	ALBERTA AVE	LOW ST	2022- COMPLETE	Fair	Mill & Overlay	549.74	0.10	70	TBD	TBD	26,000.00
DOE RUN DRIVE	HALE ST	CUL DE SAC	2022- COMPLETE	Poor	Mill & Overlay	1200.00	0.23	63	TBD	TBD	79,000.00
PHEASANT RUN DR	QUAIL RUN	SQUIRE GLEN	2022- COMPLETE	Fair	Mill & Overlay	1825.61	0.35	70	TBD	TBD	85,000.00
						TOTAL					\$ 412,000.00

Ward 5 FY 24											
Street Name	From Street	To Street	Road Repair Calendar Year	General Condition	Proposed Repair Method	Length (ft)	Length (Miles)	Road Surface Rating (RSR)	Sidewalk Repair Calendar Year	Sidewalk Material Proposed	Estimated Cost
ALBERTA AVENUE	WILLIAMSON AVE	DEAD END	2024	Poor	Mill & Overlay	66.75	0.01	56	2023	TBD	\$ 4,033.48
	WILLIAMSON AVE	STICKNEY AVE	2024	Poor	Mill & Overlay	253.46	0.05	58	2023	TBD	\$ 15,315.49
	STICKNEY AVE	HOPE AVE	2024	Poor	Mill & Overlay	133.57	0.03	59	2023	TBD	\$ 8,079.94
	HOPE AVE	BRISSETTE AVE	2024	Poor	Mill & Overlay	107.29	0.02	54	2023	TBD	\$ 6,483.30
	BRISSETTE AVE	MYRTLE AVE	2024	Fair	Mill & Overlay	132.11	0.03	69	2023	TBD	\$ 7,982.68
	MYRTLE AVE	AVON ST	2024	Poor	Mill & Overlay	118.05	0.02	56	2023	TBD	\$ 7,293.57
	AVON ST	END	2024	Poor	Reclamation	75.45	0.01	34	2023	TBD	\$ 9,118.15
BOWLEN AVENUE	IONA AVE	MYRTLE AVE	2024	Poor	Mill & Overlay	689.28	0.13	56	2023	TBD	\$ 41,651.11
CHAMMANSKY DRIVE	WILDWOOD DR	DEAD END	2024	Poor	Mill & Overlay	254.02	0.05	60	2023	TBD	\$ 18,489.60
CHARRON DRIVE	NORTH ATKINSON ST	CUL DE SAC	2024	Poor	Reclamation	727.00	0.14	20	2023	TBD	\$ 80,538.38
CROW LANE	TURKEY HILL RD	VIRGINIA LN	2024	Poor	Mill & Overlay	1294.63	0.25	60	2023	TBD	\$ 78,230.31
RAWSON AVENUE	HIGH ST	LEDS ST	2024	Poor	Mill & Overlay	1625.04	0.28	60	2023	TBD	\$ 90,050.00
								TOTAL			\$ 317,907.06

Ward 5 FY 25											
Street Name	From Street	To Street	Road Repair Calendar Year	General Condition	Proposed Repair Method	Length (ft)	Length (Miles)	Road Surface Rating (RSR)	Sidewalk Repair Calendar Year	Sidewalk Material Proposed	Estimated Cost
GOLDSMITHS DRIVE	LAVALEE LN	BRADBURY LN	2026	Poor	Mill & Overlay	317.291	0.060	59	2025	TBD	\$ 63,755.99
	BRADBURY LN	ANDERSON LN	2026	Fair	Mill & Overlay	314.388	0.060	65	2025	TBD	\$ 97,623.38
	ANDERSON LN	FRANCES DR	2026	Poor	Mill & Overlay	923.495	0.175	56	2025	TBD	\$ 248,423.97
	FRANCES DR	DEAD END	2026	Poor	Mill & Overlay	276.766	0.052	35	2025	TBD	\$ 92,047.35
NORTH ATKINSON STREET	CHARRON DR	SIMMONS DR	2026	Poor	Mill & Overlay	448.81	0.09	43	2025	TBD	\$ 117,858.39
	SIMMONS DR	LOW ST	2026	Fair	Mill & Overlay	314.61	0.06	64	2025	TBD	\$ 35,564.86
IONA AVENUE	HOPE AVE	BOWLEN AVE	2026	Poor	Mill & Overlay	123.69	0.02	58	2025	TBD	\$ 6,226.68
	BOWLEN AVE	MYRTLE AVE	2026	Poor	Mill & Overlay	123.76	0.02	52	2025	TBD	\$ 6,233.77
NORMAN AVENUE	NORTH ATKINSON ST	MURPHY AVE	2026	Poor	Mill & Overlay	796.45	0.15	56	2025	TBD	\$ 60,000.00
TOTAL											\$ 717,817.38

Street Name	From Street	To Street	Year	Funding Source	General Condition	Proposed Repair Method	Length (Ft)	Length (Miles)	Road Surface Rating (RSA)	Estimated Total Cost (Includes Sidewalk Replace in Kind Cost Estimate)	
OLD POINT ROAD	FLORA ST	G ST	2026	\$2M Budget	Fair	Surface Treatment	139.03	0.03	65	\$ 3,500.37	
	G ST	H ST	2026	\$2M Budget	Good	Surface Treatment	162.02	0.03	70	\$ 4,079.34	
	H ST	IRIS ST	2026	\$2M Budget	Fair	Surface Treatment	153.00	0.03	63	\$ 3,852.11	
	IRIS ST	K ST	2026	\$2M Budget	Good	Surface Treatment	281.98	0.05	68	\$ 7,099.64	
	K ST	L ST	2026	\$2M Budget	Fair	Surface Treatment	142.07	0.03	63	\$ 3,576.89	
	L ST	M ST	2026	\$2M Budget	Good	Surface Treatment	147.94	0.03	71	\$ 3,724.77	
	M ST	N ST	2026	\$2M Budget	Fair	Surface Treatment	148.70	0.03	63	\$ 3,743.93	
	N ST	O ST	2026	\$2M Budget	Good	Surface Treatment	144.26	0.03	69	\$ 3,632.14	
OVERLOOK STREET	O ST	P ST	2026	\$2M Budget	Good	Surface Treatment	101.07	0.02	73	\$ 2,544.79	
	64TH ST	66TH ST	2026	\$2M Budget	Good	Surface Treatment	576.74	0.11	75	\$ 7,260.55	
P STREET	76TH ST	DEAD END	2026	\$2M Budget	Good	Surface Treatment	177.00	0.03	80	\$ 2,228.24	
	OLD POINT RD	DEAD END	2026	\$2M Budget	Fair	Surface Treatment	276.71	0.05	67	\$ 4,180.13	
RESERVATION TERRACE	57TH ST	55TH ST	2026	\$2M Budget	Fair	Surface Treatment	162.23	0.03	67	\$ 2,450.78	
	61ST ST	GRANT ST	2026	\$2M Budget	Good	Surface Treatment	70.53	0.01	84	\$ 1,065.41	
	63RD ST	61ST ST	2026	\$2M Budget	Good	Surface Treatment	152.03	0.03	81	\$ 2,296.63	
	67TH ST	63RD ST	2026	\$2M Budget	Good	Surface Treatment	310.52	0.06	80	\$ 4,690.87	
	69TH ST	67TH ST	2026	\$2M Budget	Good	Surface Treatment	161.08	0.03	81	\$ 2,419.79	
	73RD ST	69TH ST	2026	\$2M Budget	Good	Surface Treatment	323.35	0.06	79	\$ 4,884.69	
	77TH ST	DEAD END	2026	\$2M Budget	Fair	Surface Treatment	843.38	0.16	69	\$ 12,799.28	
	GRANT ST	57TH ST	2026	\$2M Budget	Fair	Surface Treatment	248.23	0.05	78	\$ 3,219.99	
SHORE DRIVE	56TH ST	58TH ST	2026	\$2M Budget	Good	Surface Treatment	152.08	0.03	73	\$ 2,297.74	
	58TH ST	60TH ST	2026	\$2M Budget	Good	Surface Treatment	173.04	0.03	82	\$ 2,614.00	
	60TH ST	62ND ST	2026	\$2M Budget	Good	Surface Treatment	157.35	0.03	84	\$ 2,376.97	
	62ND ST	64TH ST	2026	\$2M Budget	Good	Surface Treatment	163.97	0.03	82	\$ 2,476.98	
	64TH ST	76TH ST	2026	\$2M Budget	Fair	Surface Treatment	872.14	0.17	60	\$ 13,175.19	
	76TH ST	72RD ST	2025	\$2M Budget	Fair	Surface Treatment	93.03	0.02	69	\$ 2,076.40	
	77TH ST	76TH ST	2025	\$2M Budget	Fair	Surface Treatment	133.02	0.03	68	\$ 3,684.00	
	78TH ST	77TH ST	2025	\$2M Budget	Fair	Surface Treatment	607.24	0.12	68	\$ 16,817.93	
NORTHERN BLVD	80TH ST	78TH ST	2025	\$2M Budget	Fair	Surface Treatment	468.67	0.09	73	\$ 12,980.02	
NORTHERN BLVD	82NDST	80TH ST	2025	\$2M Budget	Good	Surface Treatment	201.99	0.04	81	\$ 5,594.17	
NANCY STREET	OLD POINT RD	END	2026	\$2M Budget	Fair	Surface Treatment	198.68	0.04	67	\$ 3,501.56	
NORTHERN BLVD	53RD ST	56TH ST	2025	\$2M Budget	Fair	Surface Treatment	50.73	0.01	69	\$ 1,486.04	
NORTHERN BLVD	55TH ST	58TH ST	2025	\$2M Budget	Fair	Surface Treatment	66.84	0.01	68	\$ 1,851.07	
NORTHERN BLVD	56TH ST	NEWBURY TL	2025	\$2M Budget	Fair	Surface Treatment	102.18	0.02	68	\$ 2,829.98	
NORTHERN BLVD	57TH ST	60TH ST	2025	\$2M Budget	Fair	Surface Treatment	50.98	0.01	68	\$ 1,411.93	
NORTHERN BLVD	58TH ST	53RD ST	2025	\$2M Budget	Fair	Surface Treatment	90.67	0.02	68	\$ 2,511.25	
NORTHERN BLVD	59TH ST	62ND ST	2025	\$2M Budget	Fair	Surface Treatment	44.04	0.01	68	\$ 1,215.59	
NORTHERN BLVD	60TH ST	55TH ST	2025	\$2M Budget	Fair	Surface Treatment	109.44	0.02	68	\$ 3,031.00	
NORTHERN BLVD	61ST ST	59TH ST	2025	\$2M Budget	Fair	Surface Treatment	141.13	0.03	71	\$ 3,906.63	
NORTHERN BLVD	62ND ST	57TH ST	2025	\$2M Budget	Fair	Surface Treatment	101.59	0.02	68	\$ 2,813.61	
NORTHERN BLVD	65TH ST	63RD ST	2025	\$2M Budget	Fair	Surface Treatment	137.64	0.03	68	\$ 3,811.95	
NORTHERN BLVD	66TH ST	61ST ST	2025	\$2M Budget	Fair	Surface Treatment	170.01	0.03	68	\$ 4,708.41	
NORTHERN BLVD	67TH ST	65TH ST	2025	\$2M Budget	Fair	Surface Treatment	161.01	0.03	68	\$ 4,459.29	
NORTHERN BLVD	69TH ST	70TH ST	2025	\$2M Budget	Fair	Surface Treatment	54.73	0.01	68	\$ 1,515.59	
NORTHERN BLVD	70TH ST	67TH ST	2025	\$2M Budget	Fair	Surface Treatment	82.88	0.02	69	\$ 2,286.41	
NORTHERN BLVD	71TH ST	72ND ST	2025	\$2M Budget	Fair	Surface Treatment	54.92	0.01	68	\$ 1,521.45	
NORTHERN BLVD	72ND ST	69TH ST	2025	\$2M Budget	Fair	Surface Treatment	104.19	0.02	68	\$ 2,885.53	
L ST	OLD POINT RD	DEAD END	2025	\$2M Budget	Fair	Surface Treatment	440.53	0.08	67	\$ 5,545.77	
LOUISA STREET	OLD POINT RD	DEAD END	2026	\$2M Budget	Fair	Surface Treatment	171.59	0.03	63	\$ 2,160.17	
M ST	OLD POINT RD	DEAD END	2025	\$2M Budget	Fair	Surface Treatment	326.23	0.06	68	\$ 4,928.26	
HARBOR STREET	OLD POINT RD	DEAD END	2026	\$2M Budget	Good	Surface Treatment	136.62	0.03	83	\$ 1,719.86	
H STREET	OLD POINT RD	DEAD END	2026	\$2M Budget	Good	Surface Treatment	386.06	0.07	77	\$ 8,821.07	
HARBOR STREET	78TH ST	80TH ST	2026	\$2M Budget	Good	Surface Treatment	438.86	0.08	81	\$ 7,734.67	
HELENA STREET	OLD POINT RD	DEAD END	2026	\$2M Budget	Good	Surface Treatment	161.60	0.03	81	\$ 2,034.30	
HIGH ST E	BROMFIELD ST	BARTON ST	2024	\$2M Budget	Poor	Surface Treatment	308.36	0.06	52	\$ 18,633.01	
I STREET	OLD POINT RD	DEAD END	2026	\$2M Budget	Good	Surface Treatment	356.84	0.07	79	\$ 5,390.61	
IRIS STREET	OLD POINT RD	DEAD END	2026	\$2M Budget	Fair	Surface Treatment	250.63	0.05	60	\$ 3,786.15	
JULIA STREET	OLD POINT RD	DEAD END	2026	\$2M Budget	Fair	Surface Treatment	305.44	0.06	64	\$ 3,845.10	
K ST	OLD POINT RD	DEAD END	2025	\$2M Budget	Fair	Surface Treatment	734.61	0.14	70	\$ 9,247.90	
F STREET	HIGH ST	DEAD END	2026	\$2M Budget	Poor	Mill & Overlay	121.30	0.02	48	\$ 3,054.10	
FLORA ST	OLD POINT RD	DEAD END	2023	\$2M Budget	Fair	Surface Treatment	347.27	0.07	72	\$ 4,371.71	
G STREET	OLD POINT RD	DEAD END	2026	\$2M Budget	Good	Surface Treatment	223.78	0.04	78	\$ 3,943.92	
GLOMA ST	OLD POINT RD	DEAD END	2023	\$2M Budget	Fair	Surface Treatment	437.98	0.08	66	\$ 5,513.68	
74TH STREET	NORTHERN BLVD	DEAD END	2026	\$2M Budget	Fair	Surface Treatment	148.23	0.03	69	\$ 1,886.61	
75TH STREET	NORTHERN BLVD	DEAD END	2026	\$2M Budget	Fair	Surface Treatment	327.95	0.06	62	\$ 6,606.59	
76TH STREET	BARKER ST	OVERLOOK ST	2026	\$2M Budget	Fair	Surface Treatment	143.24	0.03	63	\$ 3,606.34	
	NORTHERN BLVD	BARKER ST	2026	\$2M Budget	Fair	Surface Treatment	185.83	0.04	63	\$ 4,678.78	
77TH STREET	OVERLOOK ST	BASIN ST	2026	\$2M Budget	Good	Surface Treatment	105.49	0.02	75	\$ 2,655.95	
	NORTHERN BLVD	RESERVATION TE	2026	\$2M Budget	Fair	Surface Treatment	258.20	0.05	63	\$ 3,900.59	
78TH STREET	NORTHERN BLVD	HARBOR ST	2026	\$2M Budget	Fair	Surface Treatment	283.87	0.05	60	\$ 2,573.58	
79TH STREET	NORTHERN BLVD	RESERVATION TE	2026	\$2M Budget	Fair	Surface Treatment	437.78	0.08	63	\$ 6,613.38	
20TH STREET	NORTHERN BLVD	DEAD END	2026	\$2M Budget	Fair	Surface Treatment	313.20	0.06	63	\$ 4,731.41	
71ST STREET	NORTHERN BLVD	DEAD END	2026	\$2M Budget	Fair	Surface Treatment	261.31	0.05	63	\$ 3,947.51	
72ND STREET	NORTHERN BLVD	DEAD END	2026	\$2M Budget	Fair	Surface Treatment	217.85	0.04	66	\$ 2,742.54	
66TH STREET	NORTHERN BLVD	OVERLOOK ST	2026	\$2M Budget	Fair	Surface Treatment	269.74	0.05	60	\$ 3,093.40	
67TH STREET	NORTHERN BLVD	RESERVATION TE	2026	\$2M Budget	Fair	Surface Treatment	466.24	0.09	63	\$ 7,345.78	
68TH STREET	NORTHERN BLVD	OVERLOOK ST	2026	\$2M Budget	Fair	Surface Treatment	373.03	0.07	64	\$ 6,636.30	
64TH STREET	OVERLOOK ST	SHORE DR	2026	\$2M Budget	Fair	Surface Treatment	96.51	0.02	63	\$ 1,457.88	
64TH STREET	SHORE DR	SHORE DR	2026	\$2M Budget	Good	Surface Treatment	80.29	0.02	80	\$ 1,212.90	
62ND STREET	SHORE DR	NORTHERN BLVD	2026	\$2M Budget	Fair	Surface Treatment	482.91	0.09	60	\$ 7,295.18	
58TH STREET	NORTHERN BLVD	SHORE DR	2026	\$2M Budget	Fair	Surface Treatment	500.57	0.09	62	\$ 6,301.67	
HIGH ST E	ALLEN ST	BROMFIELD ST	2024	\$2M Budget	Fair	Surface Treatment	280.30	0.05	66	\$ 16,937.58	
	BARTON ST	MARLBORO ST	2024	\$2M Budget	Fair	Surface Treatment	251.17	0.05	63	\$ 15,177.34	
	POPPA WY	POND ST	2024	\$2M Budget	Fair	Surface Treatment	180.51	0.03	69	\$ 6,300.82	
	FEDERAL ST	LIME ST	2024	\$2M Budget	Poor	Surface Treatment	610.73	0.12	60	\$ 36,904.20	
	FRUIT ST	TREMONT ST	2024	\$2M Budget	Poor	Surface Treatment	359.92	0.07	47	\$ 21,748.95	
	LIME ST	PARSONS ST	2024	\$2M Budget	Fair	Surface Treatment	311.91	0.06	65	\$ 18,847.98	
	PARK ST	EPPA WY	2024	\$2M Budget	Fair	Surface Treatment	67.91	0.01	80	\$ 3,077.74	
	PARSONS ST	ALLEN ST	2024	\$2M Budget	Fair	Surface Treatment	240.81	0.05	64	\$ 14,551.61	
	POND ST	STATE ST	2024	\$2M Budget	Fair	Surface Treatment	171.35	0.03	69	\$ 7,765.61	
	STATE ST	FRUIT ST	2024	\$2M Budget	Poor	Surface Treatment	503.67	0.10	58	\$ 30,444.97	
	TREMONT ST	FEDERAL ST	2024	\$2M Budget	Fair	Surface Treatment	395.99	0.07	63	\$ 23,928.14	
	HIGH ST E	AUBURN ST	COURT ST	2024	\$2M Budget	Fair	Surface Treatment	228.31	0.04	63	\$ 10,346.88
COURT ST		GREEN ST	2024	\$2M Budget	Fair	Surface Treatment	352.19	0.07	69	\$ 15,961.16	
GREEN ST		PARK ST	2024	\$2M Budget	Fair	Surface Treatment	278.09	0.05	63	\$ 12,602.96	
MARKET ST		AUBURN ST	2024	\$2M Budget	Fair	Surface Treatment	105.53	0.02	65	\$ 4,782.68	
SUMMIT ST		MARKET ST	2024	\$2M Budget	Fair	Surface Treatment	228.20	0.04	70	\$ 10,342.11	
ELM ST		PULM ST	MERRIMAC ST	2024	\$2M Budget	Fair	Surface Treatment	379.40	0.03	63	\$ 48,041.95
GRIFFINS CT		WARREN ST	CARTER ST	2024	\$2M Budget	Fair	Surface Treatment	218.50	0.04	58	\$ 3,851.03
DALTON ST		HILL ST	GREEN LEAF	2023	\$2M Budget	Fair	Surface Treatment	450.87	0.09	71	\$ 17,028.04
PAYSON ST		BEACON ST	WOODLAND ST	2024	\$2M Budget	Fair	Surface Treatment	403.85	0.08	53	\$ 79,328.64
CHARLES ST		BEACON ST	2024	\$2M Budget	Fair	Surface Treatment	241.23	0.05	55	\$ 65,693.33	
ROWLEN AVE		IONA AVE	2026	\$2M Budget	Fair	Surface Treatment	455.85	0.09	69	\$ 13,372.87	
MYRTLE AVENUE		HIGH ST	BOWLEN AVE	2026	\$2M Budget	Fair	Surface Treatment	706.05	0.13	70	\$ 82,317.39
COFFIN ST	IONA AVE	ALBERTA AVE	2026	\$2M Budget	Fair	Surface Treatment	461.55	0.09	72	\$ 13,944.89	
	MERRIMAC ST	DEAD END	2023	\$2M Budget	Fair	Surface Treatment	367.53	0.07	69	\$ 9,253.55	
CUTTERS CT	WARREN ST	CARTER ST	2024	\$2M Budget	Fair	Surface Treatment	233.13	0.04	63	\$ 4,108.79	
VIRGINIA LN	VIRGINIA LN-O1	TORY BROOK R	2022	\$2M Budget	Fair	Surface Treatment	349.18	0.07	70	\$ 13,187.23	
	DANIEL LUCY WAY	CUL DE DE SAC	2022	\$2M Budget	Fair	Surface Treatment	546.74	0.10	69	\$ 13,765.81	
ARTHUR WELCH	STATION ST	DEAD END	2023	\$2M Budget	Fair	Surface Treatment	368.74	0.07	70	\$ 7,427.39	
ARTHDORCE TER	NORRIS ST	DEAD END	2022	\$2M Budget	Fair	Surface Treatment	641.16	0.12	68	\$ 19,371.59	
COOMBS CR	NOBLE ST	CUL DE SAC	2022	\$2M Budget	Fair	Surface Treatment	641.16	0.12	68	\$ 19,371.59	
	DREW ST	PHILLIPS DR	HOYTS LN	2023	Drainage Bond	Poor	Surface Treatment	384.51	0.07	43	\$ -
DANIEL LUCY WAY	PHILLIPS DR	PHILLIPS DR	2023	Drainage Bond	Poor	Surface Treatment	1026.83	0.19	62	\$ -	
HOYTS LN	PINE HILL RD	DEAD END	2023	\$2M Budget	Fair	Surface Treatment	429.88	0.08	72	\$ 12,988.24	
ARTHUR WELCH	DANIEL LUCY WAY	POND ST	2023	\$2M Budget	Fair	Surface Treatment	1078.03	0.20	72	\$ 32,570.83	
BASIN STREET	76TH ST	78TH ST	2024	\$2M Budget	Fair	Surface Treatment	176.22	0.03	69	\$ 5,707.98	
EPPA WY	HIGH ST	POND ST	2024	\$2M Budget	Good	Surface Treatment	625.58	0.12	73	\$ 15,750.80	
ELMIRA AVE	MOSELEY AVE	FERRY RD	2024	\$2M Budget	Fair	Surface Treatment	176.22	0.03	68	\$ 5,767.98	
			2024	\$2M Budget	Fair	Surface Treatment	1294.70	0.25	69	\$ 45,636.77	

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 13, 2023

Appendix B Municipal Fee Schedule**Section 2 Municipal Fees by Category****Section 2-P – Water and sewer fees (department of public service – water and sewer).**

The City Council of the City of Newburyport hereby amends Appendix B Municipal Fee Schedule Ordinance Section 2-P Water and sewer fees (department of public service – water and sewer) with deletions ~~double-stricken and italicized~~ and additions double-underlined and italicized:

Section 2-P – Water and sewer fees (department of public service – water and sewer).

Water Consumption Usage Rates	Fee
First three thousand (3,000) cu-ft for Residential and Non-residential	\$6.61/100 cu-ft
Three thousand one (3,001) cu-ft and over for Residential and Non-residential	\$7.37/100 cu-ft
Residential Service Charge—Meters one (1) inch or smaller	\$25.00/quarter
Residential Service Charge—Meters larger than one (1) inch	\$125.00/quarter
Non-Res Service Charge—Meters one (1) inch or smaller	\$30.00/quarter
Non-Res Service Charge—Meters larger than one (1) inch	\$125.00/quarter
Sewer Usage Rates	Fee
First three thousand (3,000) cu-ft	\$9.84/100 cu-ft
Three thousand one (3,001) cu-ft and over	\$10.60/100 cu-ft

Customer Service Charge—All customers	\$25.00/quarter \$30.00/quarter (Newbury)
Customer Service Charges	Fee
Emergency Call	\$400.00
Water On/Off	\$50.00
Water off, Meter Out Water on, Meter In	\$75.00
Labor—Water	\$75.00
Cut & Cap Water Service	\$400.00
Water Reconnect	\$400.00
Property Transfer	\$60.00
New Service Connections	Fee
One (1) Inch	\$2,500.00
Two (2) Inch	\$4,270.00 <u>\$5,000</u>
Four (4) Inch	\$7,140.00 <u>\$10,000</u>
Six (6) Inch	\$10,000.00 <u>\$15,000</u>
Water Main Connections	Fee
Eight (8) Inch	\$13,000.00
Twelve (12) Inch	\$16,000.00
Sixteen (16) Inch	\$20,000.00
Tap Fees	Fee
Tap one (1) to two (2) inch	\$400.00
Tap four (4) to six (6) inch	\$650.00

Tap eight (8) inch	\$800.00
Greater than eight (8) inch	\$1,200.00
Meter Charge	Fee
5/8 Inch	Market Cost (Variable) *
One (1) Inch	Market Cost (Variable) *
Greater than one (1) inch	Market Cost (Variable) *
Meter horns fittings	Market Cost (Variable) *
Meter Test	\$150.00 <u>\$250</u>
Valve Repair	\$100.00
Sewer Connection Fees	Fee
Cut and Cap Service	\$1,500.00
Sewer Reconnect	\$225.00
Property Transfer	\$60.00
I/I Fee	\$300.00
Contractor Services	Fee
Hydrant Flow Test	\$150.00
Hydrant Charge	\$400.00
Hydrant Charge Newbury	\$75.00 <u>\$150</u>
Inspection	\$60.00

In City Council March 13, 2023:

Motion to collectively refer ODNC00143 to Public Works & Services, ODNC00144 to Budget & Finance, ODNC00145 to Community Services, ODNC00146 to General Government, and ODNC00147 to Community Services by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent (BL). Motion passes.

TO: President Shand and Members of the City Council
FROM: Mayor Sean Reardon
CC: Julie Spurr Knight, DPS Business Manager
Chair Roger Jones and the Board of Water and Sewer Commissioners
DATE: March 7, 2023
SUBJECT: Proposed Updates to Water Service Fees

The Water Distribution Superintendent and the Business Manager conducted an analysis of the current fees associated with new service water connections. An assessment of direct and indirect costs identified that the current fee structure did not cover current and future expenses associated with the maintenance and expansion of the City's water system.

Bringing these service fees in line with the associated costs will help to offset future increases to rates and fees for all users. Continuing to provide services with fees that do not cover system expansion costs will continue to reduce retained earnings and drive further rate increases.

The below changes were presented to the Water and Sewer Commission on January 18, 2023 and unanimously approved.

Description	Current fee	Proposed fee	Change
1 Inch water service connection	\$2,500	\$2,500	No change
2-inch water service connection	\$4,270	\$5,000	\$730 increase
4-inch water service connection	\$7,140	\$10,000	\$2,860 increase
6-inch water service connection	\$10,000	\$15,000	\$5,000 increase
*System development fee	NEW	\$2,500 per housing unit	Multi family units
Meter test	\$150	\$250	\$100 (if failed in favor of customer)
Newbury hydrant charge	\$75	\$150	\$75 increase per hydrant

*** System development fee:** This fee will be charged per unit for multiunit dwellings, in addition to the associated water service connection fee, based on size of the connection.