

CITY COUNCIL MEETING

AGENDA

**September 26, 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 ORDER**
- 4. LATE FILE**
 - APPL00161_09_26_2023
 - APPL00162_09_26_2023
- 5. PUBLIC COMMENT**
- 6. MAYOR'S COMMENT**

Newburyport Chamber of Commerce Beer Garden
Multiple Weekends Fri. 2-7pm, Sat. & Sun. 11am-7pm
10/20-10/22, 10/27-10/29, 11/3-11/5, 11/10-11/12, 11/17-11/19, 11/24-11/26
Indigenous People's Day 10/7 10am-5pm Metzy's Food Truck on Merrimac St.

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**
 - September 11, 2023 (Approve)
- 8. COMMUNICATIONS**
 - COMM00506_09_26_2023 Memo Brown School EOIs (G&G/COTW)
 - APPL00159_09_26_2023 Movable sign application Grand Trunk at Center St. & Water St. (L&P)
 - APPL00160_09_26_2023 Movable sign application Grand Trunk at Liberty St. & State St. (L&P)
- 9. TRANSFERS**
 - TRAN00169_09_26_2023 Mayor's Office: Parklet Maintenance Fund \$10,000 to HWY Downtown Parklets \$10,000 (B&F)
- 10. APPOINTMENTS**
 - APPT00435_09_26_2023 Janet N. Collett 16 Woodland St. Cultural Council 10/01/2026

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

BUDGET & FINANCE

- TRAN00168_09_11_2023 North Jetty Side Dredge Proj \$11,319.00 to Boat Waste Pump Replace \$11,319.00
- ORDR00486_09_11_2023 Digital Signage Gift Acceptance \$967
- ORDR00487_09_11_2023 Lead Service Line Grant Acceptance \$207,800

COMMUNITY SERVICES

- COMM00503_09_11_2023 Extension of Acting Head Librarian Appointment

LICENSES & PERMITS

- APPL00158_09_11_2023 Block Party - Hancock Street 9/30 2pm

END OF CONSENT AGENDA

REGULAR AGENDA

9. MAYOR'S UPDATE

10. FIRST READING APPOINTMENTS

11. COMMUNICATIONS

12. TRANSFERS

13. SECOND READING APPOINTMENTS

14. ORDERS

- ORDR00489_09_11_2023 Temporary Parking Plan
Moved to a date certain 9/26/2023
- ORDR00490_09_26_2023 State Planning Assistance Grant for Storey Ave. & Low St.
- ORDR00491_09_26_2023 Port Parks Alliance Gift Acceptance \$2425.00
- ORDR00492_09_26_2023 FY2024 Supplemental Budget
- ORDR00493_09_26_2023 Local Acceptance of Prudent Investor Rule for Trust Funds
- ORDR00494_09_26_2023 'Spring Awakening' Sculpture Gift Acceptance
- ORDR00495_09_26_2023 'Rabbit Man' Sculpture Gift Acceptance
- ORDR00496_09_26_2023 Constellation NewEnergy Contract
- ORDR00497_09_26_2023 Sponsorship of an Administrative Order to create Recreation & Youth Services Department

15. ORDINANCES

- ODNC00159_08_28_2023 *2nd Reading* Handicapped Space - 42 Market St

16. COMMITTEE ITEMS

Budget & Finance

In Committee:

- TRAN00168 09 11 2023 North Jetty Side Dredge Proj \$11,319.00 to Boat Waste Pump Replace \$11,319.00
- ORDR00486 09 11 2023 Digital Signage Gift Acceptance \$967
- ORDR00487 09 11 2023 Lead Service Line Grant Acceptance \$207,800
- ODNC00129_11_01_2022 Defining Conflict Rule for Dept. Heads (COTW)
- ORDR00336_03_28_2022 ARPA Amesbury 250K (COTW)
- ORDR00472_06_26_2023 Streets Sidewalks Loan Order \$6,000,000 (COTW)
- TRAN00153_05_08_2023 Mayor: Multiple \$3,483,773 to Multiple \$3,483,773 revised 6/15/2023
(Atkinson Common Request only all other matters adjudicated)

Community Services

In Committee:

- **COMM00503_09_11_2023** **Extension of Acting Head Librarian Appointment**
- COMM00474_04_10_2023 Newburyport Public Art Policy
- COMM00495_08_14_2023 Ltr from Katherine Moore, Betty LaBaugh, and Brendan & Katy Banovic
re: Landscaping noise and air pollution
- ODNC00157_06_12_2023 Public Art Policy (COTW)
- ORDR00474_07_10_2023 Plan Approval Bartlett Mall Improvement Project (COTW)

General Government

In Committee:

- COMM00461_02_27_2023 Brown School Gymnasium Considerations (COTW)
- COMM00468_03_13_2023 Brown School Proposal (COTW)
- ODNC00146_03_13_2023 Amend Ch 2-34 Responsibilities of Committee on Community Services
- ORDR239_02_8_2021 Council Rule 7 and 10B

Licenses & Permits

In Committee:

- **APPL00158_09_11_2023 Block Party - Hancock Street 9/30 2pm**

Planning & Development

In Committee:

- COMM00494_07_10_2023 Planning Board Advisory Report STRU (COTW)
- COMM00500_08_28_2023 STRU Planning Board Final Report (COTW)
- ODNC047_01_27_2020 General Ordinance - Short Term Rental Units Rules (COTW)
- ODNC00141_02_27_2023 Zoning Amendment STRU (COTW)
- ODNC00160_08_28_2023 Zoning Amendment Business Park Indoor Outdoor Rec (COTW)

Public Works & Safety

In Committee:

- COMM00412_05_31_2022 Ltr Ann Jaronyk re: Traffic Safety
- 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
- COMM00479_04_24_2023 Ward 4 Street Sidewalk Traffic Safety Priorities
- COMM00482_04_24_2023 Constructions projects at the Central Waterfront
- COMM00505_09_11_2023 Ltr from Kristen Hunter re Merrimac St. traffic safety progress
- ODNC00103_01_10_2022 Streets, Sidewalks, and Other Public Places Alterations & Maintenance
- ODNC00152_05_08_2023 Amend Ch 13-181 Municipal Parking Facilities (COTW)
- ORDR00449_04_24_2023 Approving Shared Streets Grant, High Street Traffic Calming

17. GOOD OF THE ORDER

18. ADJOURNMENT

LATE FILE ITEMS

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

NEWBURYPORT SPECIAL EVENT APPLICATION

2023 SEP 22 P 12:00

Tel.

Fax.

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

NAME OF EVENT: Newburyport Chamber Beer Garden

Date: See attached for dates Time: from Friday 2pm-7pm Sat+Sun 11am to 7pm

Rain Date: _____ Time: from _____ to _____

2. Location*: Pop-up Park (area to the left of visitor center)
*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Shell ground area in front of water front Public Private _____

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

Contact Person Sarah Motzkin & Joe Newman

Address: 19 Inn St. Telephone: Joe - 617-529-0655

E-Mail: marketing@newburyportchamber.org Cell Phone: Sarah - 617-771-4431

Day of Event Contact & Phone: Joe - 617-529-0655

5. Number of Attendees Expected: 1st Annual - 50 at one time #will vary each day.

6. MA Tax Number: _____

7. Is the Event Being Advertised? yes Where? email, social, website

8. What Age Group is the Event Targeted to? 21+

9. Have You Notified Neighborhood Groups or Abutters? Yes _____ No , Who? we will as needed

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

A. Vending*: Food No Beverages _____ Alcohol Goods Total # of Vendors 6
*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? 2-3
- b) How many recycling receptacles will you be providing? 2
- 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 ? yes

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: already located in area

No Street closure needed

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 Vehicle Traffic be necessary? If so, where? _____

9. Formation Location & Time: _____

10. Dismissal Location & Time: _____

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 ___

Don't Forget to hire I detail. Ltd.

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

CITY MARSHAL _____ 4 Green St. FIRE CHIEF _____ 9/19/23 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)

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.

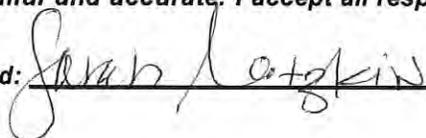
(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance 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: _____

9-5-23

Newburyport Chamber Beer Garden Dates
Friday 2pm-7pm, Saturday and Sundays 11am-7pm

October 20th-22nd – Rockport Brewing

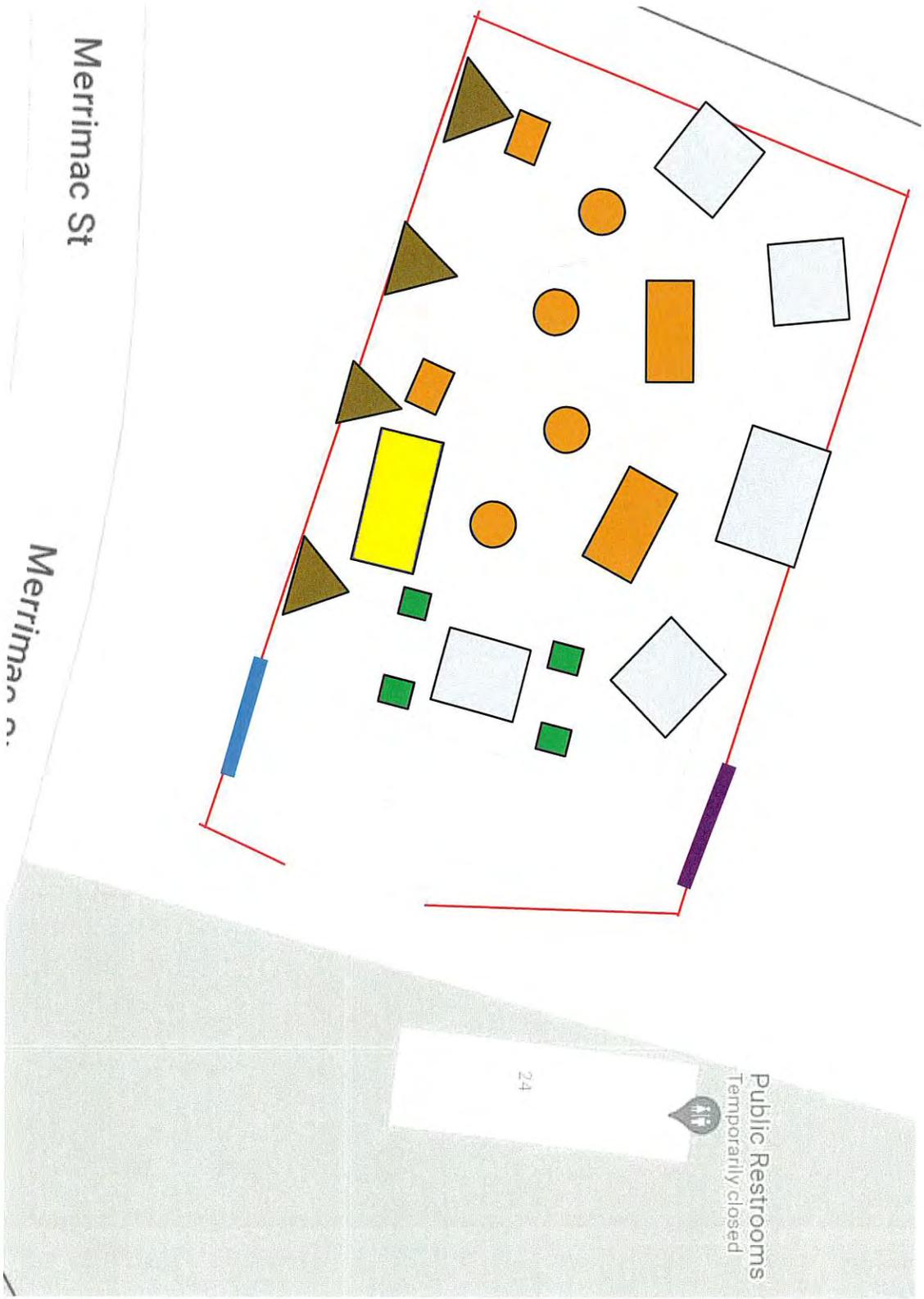
October 27th-29th – Rockport Brewing

November 3rd-5th – Outrider Brewing

November 10th-12th – Riverwalk Brewing

November 17th-19th – Riverwalk Brewing

November 24th-26th – Riverwalk Brewing

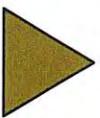


Vendor sheds

tables



Beer tent



trees



Plant boxes

GNCI info booth



entrance



exit



rope

Merrimac St

Merrimac St

Public Restrooms
Temporarily closed

24

9/21/23

Newburyport City Council and President Shand:

Imagine Studios, a nonprofit organization, is organizing Newburyport's 3rd Indigenous People's Day Observance, Saturday, October 7, 10-5pm at the waterfront park.

We would like to request permission for Metzzy's food truck to park, near the crosswalk on Merrimac St., (where they have typically parked for Yankee Homecoming and other city events). We have already been in touch with health and other city departments for permits and requirements.

Sincerely,

Kristine Malpica
Imagine Studios
47 Main St.
Amesbury, MA 01913
978-834-0367

CONSENT AGENDA

CITY COUNCIL MEETING

MINUTES

September 11, 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. Remembering Donald Hall, Edward Carter, Joyce Duffy, Thomas Pecorelli, and September 11, 2001

3. PLEDGE OF ALLEGIANCE

4. CALL TO ORDER

7:00pm the clerk called the roll; the following City Councillors answered present: McCauley, Preston, Vogel, Wallace, Wright, Zeid, Cameron, Donahue, Khan, and Shand. 10 present, 1 absent (Lane).

5. LATE FILE

COMM00505_09_11_2023 Ltr from Kristen Hunter re Merrimac St. traffic safety progress (PW&S)
ORDR00489_09_11_2023 Temporary Parking Plan

6. PUBLIC COMMENT

James Cullen, 5 Hancock St.
Sarah Hayden, 8 Hunter Dr.

7. MAYOR'S COMMENT

Councillor Lane present (remote) at 7:18pm

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

- August 28, 2023 (Approve)

9. COMMUNICATIONS

- COMM00503_09_11_2023 Extension of Acting Head Librarian Appointment (GG)
- COMM00504_09_11_2023 Whittier Regional Vocational Tech HS Annual Operational Report (R&F)
- APPL00158_09_11_2023 Block Party - Hancock Street 9/30 2pm (L&P)

10. TRANSFERS

- TRAN00168_09_11_2023 North Jetty Side Dredge Proj \$11,319.00 to Boat Waste Pump Replace \$11,319.00 (B&F)

11. APPOINTMENTS

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

BUDGET & FINANCE

- COMM00499_08_28_2023 FY2023 Year End Financial Report

- TRAN00166_08_28_2023 Police Station Locker Rooms \$59,079.38 to SRT Body-Worn Camera Grant \$29,539.69 and Body-Worn Cameras \$29,539.69

COMMUNITY SERVICES

- APPT00425_08_14_2023 Madeleine Whitten 150 State St. Library Board of Dir. 2/1/2026
- COMM00501_08_28_2023 Ltr from Vladimir Novotny on Restoration of Frog Pond

LICENSES & PERMITS

- APPL00157_08_28_2023 St. Vincent de Paul Walk for the Poor 9/23 10am-12pm Green St.-Broad St.

PLANNING & DEVELOPMENT

- APPT00424_08_14_2023 Jennifer Bluestein 190A High St. Planning Board-Assoc. 9/1/2026
- APPT00432_08_28_2023 Brian Balcom 44 Purchase St. Planning Board Assoc. Mem. 10/1/2026
- APPT00433_08_28_2023 Charles Palmisano 3 Jefferson Ct. Planning Board 10/1/2026

PUBLIC WORKS & SAFETY

- APPT00431_08_28_2023 Michael Hennessey PO Box 1636 Hampton, NH Tree Warden 10/1/2026
- APPT00434_08_28_2023 Jalen Howard 229 River Rd. West Newbury
Asst. Harbor/Shellfish Const/SP PO 10/1/2026
- COMM00497_08_28_2023 Ltr. Jim McCarthy Banner Locations
- COMM00498_08_28_2023 Ltr. Jim McCarthy Banner on High St.
- ODNC00159_08_28_2023 Handicapped Space - 42 Market St

Motion to move ORDR00489_09_11_2023 to a date certain, September 26, 2023, by Councillor Zeid, seconded by Councillor Khan. So voted.

COMM00503_09_11_2023 to be referred to Community Services at the request of Councillor McCauley.

Motion to approve Consent Agenda as amended and receive and receive and file the mayor’s update by Councillor Zeid, seconded by Councillor Preston. Roll call vote. 11 yes. Motion passes.

END OF CONSENT AGENDA

REGULAR AGENDA

9. MAYOR'S UPDATE

10. FIRST READING APPOINTMENTS

11. COMMUNICATIONS

12. TRANSFERS

13. SECOND READING APPOINTMENTS

14. ORDERS

- ORDR00486_09_11_2023 Digital Signage Gift Acceptance \$967
- ORDR00487_09_11_2023 Lead Service Line Grant Acceptance \$207,800

Motion to collectively refer ORDR00486_09_11_2023 and ORDR00487_09_11_2023 to Budget & Finance by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.

- ORDR00488_09_11_2023EP Temporary 15 Minute Parking Space State Street
- ORDR00488_09_11_2023 Temporary 15 Minute Parking Space State Street

Motion to waive the rules and collectively approve ORDR00488_09_11_2023EP and ORDR00488_09_11_2023 by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

15. ORDINANCES

- ODNC00158_08_14_2023 *2nd Reading* Low Street at Perry Way Parking Restrictions
Motion to approve on 2nd reading by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 11 yes. Motion passes.

16. COMMITTEE ITEMS

Budget & Finance

In Committee:

- COMM00499 08 28 2023 **FY2023 Year End Financial Report**
Motion to receive and file by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.
- TRAN00166 08 28 2023 **Police Station Locker Rooms \$59,079.38 to SRT Body-Worn Camera Grant \$29,539.69 and Body-Worn Cameras \$29,539.69**
Motion to approve by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.
- ODNC00129_11_01_2022 Defining Conflict Rule for Dept. Heads (COTW)
- ORDR00336_03_28_2022 ARPA Amesbury 250K (COTW)
- ORDR00472_06_26_2023 Streets Sidewalks Loan Order \$6,000,000 (COTW)
- TRAN00153_05_08_2023 Mayor: Multiple \$3,483,773 to Multiple \$3,483,773 revised 6/15/2023
(*Atkinson Common Request only all other matters adjudicated*)

Community Services

In Committee:

- APPT00425 08 14 2023 **Madeleine Whitten 150 State St. Library Board of Dir. 2/1/2026**
Motion to approve by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 11 yes. Motion passes.
- COMM00501 08 28 2023 **Ltr from Vladimir Novotny on Restoration of Frog Pond**
Motion to receive and file by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 11 yes. Motion passes.
- COMM00474_04_10_2023 Newburyport Public Art Policy
- COMM00495_08_14_2023 Ltr from Katherine Moore, Betty LaBaugh, and Brendan & Katy Banovic
re: Landscaping noise and air pollution
- COMM00501_08_28_2023 Ltr from Vladimir Novotny on Restoration of Frog Pond
- ODNC00157_06_12_2023 Public Art Policy (COTW)
- ORDR00474_07_10_2023 Plan Approval Bartlett Mall Improvement Project (COTW)

General Government

In Committee:

- COMM00461_02_27_2023 Brown School Gymnasium Considerations (COTW)
- COMM00468_03_13_2023 Brown School Proposal (COTW)
- ODNC00146_03_13_2023 Amend Ch 2-34 Responsibilities of Committee on Community Services
- ORDR239_02_8_2021 Council Rule 7 and 10B

Licenses & Permits

In Committee:

- APPL00157 08 28 2023 **St. Vincent de Paul Walk for the Poor 9/23 10am-12pm Green St.-Broad St.**
Motion to approve by Councillor Vogel, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.

Planning & Development

In Committee:

- APPT00424 08 14 2023 **Jennifer Bluestein 190A High St. Planning Board-Assoc. 9/1/2026**
Motion to approve by Councillor Cameron, seconded by Councillor Preston. Roll call vote. 11 yes. Motion passes.
- APPT00432 08 28 2023 **Brian Balcom 44 Purchase St. Planning Board Assoc. Mem. 10/1/2026**
Motion to approve by Councillor Cameron, seconded by Councillor Preston. Roll call vote. 11 yes. Motion passes.

COMMUNICATIONS



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

MEMORANDUM

TO: Newburyport City Council

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

CC: Sean R. Reardon, Mayor
Andrew Levine, Chief of Staff

RE: Brown School Request for Expressions of Interest (RFI) & Expressions of Interest (EOIs) Received

DATE: September 18, 2023

Background & Summary of Expressions of Interest (EOIs) Received

As you know, the Council finalized an outline and substantive parameters for issuance of a Request for Expressions of Interest (RFI) earlier this year, which was focused on Adaptive Reuse of the [former] Newburyport Brown School. As requested, a formal RFI based thereon was subsequently finalized, posted, advertised and distributed by the Office of Planning & Development. On September 8, 2023 the City received four (4) responses to the RFI in the form of Expressions of Interest (EOIs). We have posted both the initial RFI and the EOIs on the City website [here](#) for convenient viewing by members of the Council and general public. Earlier documents, studies and reports related to the Brown School remain posted in a cross-referenced archive page.

<https://www.cityofnewburyport.com/planning-development/brown-school-adaptive-reuse-rfi-and-expressions-of-interest>

Following is a brief summary of the adaptive reuse programs included within the four (4) EOIs received. We anticipate that the Council will receive this communication and the related EOIs for referral to Committee in the coming days for consideration and discussion. Since the EOIs may generate further questions for the respondents, it would be helpful to compile a list of any such questions so that they can be routed to the respondents for any desired follow-up. The RFI also contemplates potential in-person meetings/interviews with the respondents, pending a review of the written submittals. As you know, the RFI here is not as involved as the process or documentation required for a full Request for Proposals (RFP), and was intended to obtain further insight from outside adaptive reuse “partners” as to what would be feasible, prior to the issuance of a formal RFP with terms for a more definitive disposition. The Council’s RFI includes specific Redevelopment Goals for the property, and each individual EOI may be more or less “responsive” to these goals, which may necessitate further discussion, revision and/or prioritization in order to establish terms for an RFP.

Expression of Interest (EOI) – Atlantis Investments:

Concept 1: 30 studio/one bedroom single-resident occupancy units for residents with developmental disabilities; gym and locker rooms to be demolished – future use of this area TBD.

Expression of Interest (EOI) – Dillon Edward Thompson / BioFex Laboratories Inc.

Concept 1: “technology hub,” specialized research laboratories; gym retained as “innovative facility” to showcase technologies.

Expression of Interest (EOI) – Parent & Diamond LLC & Urban Spaces, LLC

Concept 1: over-62 affordable housing units, with gym retained, but with project timeline/financing/feasibility still unclear.

Concept 2: 32 over-62 affordable housing units within main school building for those making 30-80% of the area median income; demolition of gym to allow for construction of a “contextually compatible” building with an additional 32 units, 3 of which would be affordable, and 29 of which would be market-rate units to subsidize the creation of affordable units within the overall project.

Expression of Interest (EOI) – YWCA Greater Newburyport

Concept 1: 29 senior housing units within main school building for those making 30-60% of the area median income; City separately retains existing gym space.

Concept 2: 44 senior housing units within main school building and a new building addition; with demolition of existing gym space)

Advertisement/Outreach & Those Requesting A Copy of the RFI

Councilors also requested a listing of those requesting/receiving a copy of the RFI. These listings are attached hereto for your reference. The first list indicates those who directly expressed interest in the RFI by visiting our website and downloading a copy. The second list includes those entities which received direct notice of the RFI’s availability. This listing includes: (a) those entities or individuals who previously expressed interest in the Brown School (via an earlier 2017 RFP); and (b) entities or individuals recommended by either members of the Newburyport Affordable Housing Trust (AHT) or facilitator Christine Madore of the Massachusetts Housing Partnership (MHP), based on prior experience with similar affordable housing and/or adaptive reuse projects. Although the RFI is not a true RFP solicitation requiring advertisement under state procurement regulations, we did utilize the same process and platforms to ensure the widest possible dissemination of the RFI’s availability. This includes advertisement in the local paper (Daily News), posting on the Commonwealth’s “COMMBUYs” website, and posting on the Commonwealth’s “Central Register.”

Mayor’s Comment

I want to thank the Council for facilitating this RFI process, and the Planning Department for developing this RFI and for the Planning Department for facilitating the process and then reviewing the documents we received. Overall, this process was meant to give us more information about what may be possible at the site and what creative ideas developers may have. It should not be viewed as a comprehensive or conclusive statement about what the site can or cannot support, and should only be seen as more information at this moment in time. I

appreciate all who took time to send in responses, and look forward to continuing to work with these individuals as we move on to next steps.

There are a few particular takeaways from me from this process, which I will summarize below.

- 1. The 20-unit limit in the current zoning may be a challenge if we intend to build anything other than market rate units.
 - a. All of the responsive proposals recommended unit counts above 20, with a minimum of 29 and a maximum of 62. I do not believe the site supports some of the counts that were brought forward in these development proposals, nor do I believe they would be welcomed by the surrounding community. Still, to allow us to reach a proposal that would meet the stated goals and the needs of the community, it may be best to entertain proposals that are above 20 units. I believe something in the range of 20-30 units should be considered, and would recommend this range in an RFP document.**
- 2. A mix of affordable and market rate units may open up additional possibilities for the site.
 - a. The YWCA returned a proposal that I believe is the closest to meeting the stated goals of the Council Ad Hoc and the goals that I have laid out for development of this site. They articulated two visions, one with 29 units and one with 45. The 29-unit proposal also aimed to preserve the gym. This proposal would provide new affordable housing for the community all while staying closest to the unit count that current zoning would allow for and looking for a pathway to keeping the gym on site. Still, the proposal was dubious of the feasibility of this proposal because of the reliance on affordable housing tax credits and the number of units needed to make a project like this work financially. The Parent & Diamond proposal showed a path toward meeting additional project goals if market rate housing is also included in the mix. This could be considered to arrive at a number of units that is more in line with the current zoning and a potential community use for the gym space.**
- 3. There may still be a path forward to using the current gym space for a community gym in the future.
 - a. This has mostly been addressed by the points above, but the proposals did consider the gym's potential reuse and outlined options. We plan to move forward with a process that would prioritize proposals that can find a way to keep the gym. This may require investment from the City or grant funds in order to carry out, and we will need to continue this conversation together to find the best path forward. There are some details that will need to be provided to potential bidders in the future that impact their proposed designs, and we will need to be clear about what we want this space to look like.**

Given all this, I am planning to direct the Office of Planning and Development to draft and release a Request for Proposals that will have much of the same structure of the RFI that was released. We will plan to ask for proposals to prioritize preservation of the gym and to include as many affordable units as possible with a unit count that does not exceed 30. While any vote to approve disposition of the property will need to be approved by Council, the RFP itself can originate with the Mayor's Office, and we will plan to do that now.

Brown School Request for Expressions of Interest (RFI) - Requests / Downloads

First Name	Last Name	Email	Business Name	Business Phone	Address Line 1	Address Line 2	City	State / Province	Zip Code
Ethan	Manning	emanning@cityofnewburyport.com		9784654404	60 Pleasant St		Newburyport	Massachusetts	1950
John	Falcone	cavenvirobid@gmail.com	Envirobidnet an Entram Corp	888-888-0900	24123 Peachland Blvd	C-4 310	Port Charlotte	Florida	33954
Andrew	Port	aport@cityofnewburyport.com	City of Newburyport	9784654400	Office of Planning & Development	City of Newburyport	Newburyport	Massachusetts	1950
Stephanie	Niketic	niketic@airkiosk.com							
John	Pear	johnpear@comcast.net	Pear + Partners	978.872.5312	50 Milk Street		Newburyport	Massachusetts	1950
Richard	Lodge	richardklodge@gmail.com			15 Hancock St.		Newburyport	Massachusetts	1950
Peter	Carzasty	pcarzasty@geahltd.com	Arts & Business Council of Greater Boson	617.350.7600	15 Channel Street Unit 103		Boston	Massachusetts	2210
sivakumar	N	techzone@visualinfomedia.com	visualinfomedia	3474 801 475	5C1 VCS Nagar 1st Street, GN mills	5C1 VCS Nagar 1st Street, GN mills	5C1 VCS Nagar 1st Street, GN mills		coimbatore
Kurt	Pitzer	gbs@bidnet.com							
Jennifer	Krein	jkrein@jcyj.com	JCJ Architecture	18609167405	120 Huyshope Avenue		Hartford	Connecticut	6106
Kurt	Pitzer	gbs@bidnet.com							
Tara	Mizrahi	tmizrahi@affirmativeinvestments.com	Affirmative Investments	6173674300	33 Union Street	2nd Floor	Boston	Massachusetts	2108
John	DiBella	jdibella@civicdevelopment.com	Civico Development						
Mathieu	Zahler	mzahler@mpzdevelopment.com	MPZ Development LLC	617-645-3534	499 Adams Street #527		Milton	Massachusetts	2186
Diane	Horton	diane@tisedesign.com	Tise Design Associates	4013454302	128 Westland Ave		NEWTON	Massachusetts	2465
Jonathan	Cody	jcody@atlantis-invest.com	Atlantis Investmrnts, LLC	9787670081	P.O. Box 31		Haverhill	Massachusetts	1831
Janay	Hull	jhull@pennrose.com	Pennrose		50 Milk Street	Floor 16	Boston	Massachusetts	2110
Laura	Shufelt	lshufelt@mhp.net	MHP	857 317-8582	160 Federal St		Boston	Massachusetts	2110
Dillon	Thompson	dethompson423@gmail.com	BioFex Laboratory Inc	9782709146	25 Temple Street	Apt.510	Newburyport	Massachusetts	1950
Julie	Creamer	jcreamer@poah.org		6179221132	2 Oliver Street, suite 500		Boston	Massachusetts	2109
JONathan	Cody	jcody@atlantis-invest.com	atlantis investments, LLC	9787670081	P.O. Box 31		Haverhill	Massachusetts	1831
Benjamin	Phillips	bphillips@beaconcommunitiesllc.com							
Mary	Miller	bids@pwxpress.com	PWXPress	4086768941	1900 Coffeeport Rd		Jacksonville	Florida	32208
Kenan	Bigby	bigbyk@trinityfinancial.com	Trinity Financial, Inc.	6177208400	75 Federal Street	4th floor	Boston	Massachusetts	2110
Jean	Costello	EarnestCitizen1776@gmail.com							
Elena	Russo	elena@ldrusso.com	L.D. Russo, Inc.	198 Ayer Rd			Harvard	Massachusetts	1451
Alexys	Parsons	alexys.parsons@nv5.com	NV5, Inc.	19785006327	Massachusetts	200 Brickstone Square	Andover	Massachusetts	1810
Christina	LoBiondo	christina@marblefairbanks.com	Marble Fairbanks	2122330653	27 W 20th Street	1001	New York	New York	10011
Source	management	sourcemanagement@deltek.com							
jennifer	attenborough	jatten1016@aol.com							
Judy	Avery	jujya@msn.com							
John	Pear	johnpear@comcast.net	Pear + Partners	9788725312	50 Milk Street		Newburyport	Massachusetts	1950
MERRILL	DIAMOND	MDIAMOND@PARENTDIAMOND.COM	PARENT + DIAMOND, LLC	617-512-1027	MERRILL H. DIAMOND	90 MARION STREET, SUITE ONE	BROOKLINE	Massachusetts	2446
Katie	Gething	kgettingh@dhkinc.com	DHK Architects		54 Canal Street, Suite 200		Boston	Massachusetts	2114
Richard	Relich	rich@archcommunities.com							
Mary	Miller	bids@pwxpress.com	PWXPress	4086768941	1900 Coffeeport Rd		Jacksonville	Florida	32208
David	Pyne	David@Lobissercompanies.com							
Tom	Watkins	twatkins@cityofnewburyport.com							
David	Webster	davidwebsternbpt@gmail.com							
Suzanne	Decavele	sdecavele@thecalebgroup.org	The Caleb Grou[270 Broadway		Lynn	Massachusetts	1904
MERRILL	DIAMOND	MDIAMOND@PARENTDIAMOND.COM	PARENT + DIAMOND, LLC	617-512-1027 (MHD)	90 MARION STREET	SUITE 1	BROOKLINE	Massachusetts	2446
Bruce	Vogel	bvogel@cityofnewburyport.com							
David	Webster	David@bbhousing.org		9782708594					
Christine	Larkin	cel@deangelisiron.com	DeAngelis Iron Work, Inc.	5082384310	PO Box 350 305 Depot Street	Depot	South Easton	Massachusetts	2375
Phil	Giffie	pgiffie@noahcdc.org	NOAH	6174188240	143 Border St.		East Boston	Massachusetts	2128
Christine	Madore	cmadore@mhp.net	Massachusetts Housing Partnership	8573178538	160 Federal St		Boston	Massachusetts	2111
Isaac	Smith	ismith@bergmeyer.com	Bergmeyer	6175421025	51 Sleeper St	6th Floor	Boston	Massachusetts	2210
John	Feehan	jfeehan@ywcanewburyport.org	YWCA Greater Newburyport	978-465-9922	13 Market Street		Newburyport	Massachusetts	1950
Nat	Coughlin	nat@ldrusso.com	L.D. Russo, Inc.	9784563500	198 Ayer Rd.		Harvard	Massachusetts	1451
Jonathan	Lashley	jlashley@iconarch.com							
Jonathan	Cody	jcody@atlantis-invest.com	Atlantis Investments, LLC	9787670081	P.O. Box 31		Haverhill	Massachusetts	1831
John	Feehan	jfeehan@ywcanewburyport.org	YWCA Greater Newburyport						
JONathan	Cody	jcody@atlantis-invest.com	Atlantis Investments, LLC	9787670081					
MERRILL	DIAMOND	MDIAMOND@PARENTDIAMOND.COM	PARENT + DIAMOND, LLC	617-512-1027	90 MARION STREET	SUITE 1	BROOKLINE	Massachusetts	2446
David	Webster	David@bbhousing.org		9782708594					
David	Webster	David@bbhousing.org	B'nai B'rith Housing	9782708594	34 Washington St.		Brighton	Massachusetts	2135

Brown School Request for Expressions of Interest (RFI) - Direct Outreach Listing from AHT & MHP

(Provided by: Newburyport Affordable Housing Trust & Massachusetts Housing Partnership)

Contact	Company	Email
Merrill H. Diamond	Diamond Sinacori, LLC	mdiamond@diamondsinacori.com
Matthew Crape	Stoneridge Development	mcrape@stnrdev.com
John Feehan	YWCA	jfeehan@ywcaneburyport.org
Andrew DeFranza	Harborlight Homes	adefranza@harborlightcp.org
Mickey Northcutt	North Shore CDC	Info@northshorecdc.org
Susan Gittelman	B'nai B'rith Housing	susan@bbhousing.org
Nat Coughlin	LD Russo	nat@ldrusso.com
Kenan Bigby	Trinity Financial	kbigby@trinityfinancial.com
Rachana Crowley	The Community Builders	rcrowley@tcbinc.org
Aaron Gornstein	Preservation of Affordable Housing (POAH)	agornstein@poah.org
Julie Creamer	Preservation of Affordable Housing (POAH)	jcreamer@poah.org
Yun-Ju Choi	Coalition for a Better Acre (CBA)	yun-ju.choi@cbacre.org
Adam Stein	WinnDevelopment / WinnResidential	astein@winnco.com
Debbie Nutter	The Caleb Group	dnutter@thecalebgroup.org
Andy Waxman	TCB	andy.waxman@tcbinc.org
Charlie Adams	Pennrose LLC	cadams@pennrose.com
David Pyne	Civico Development	dpyne@civicodevelopment.com
Tara Mizrahi	Affirmative Investments Inc.	tmizrahi@affirmativeinvestments.com
Sai Boddupalli	Builders of Color	sai@buildersofcolor.com
Jason Korb	Capstone Communities	jkorb@capstonecommunities.com
Alicia Pollard	HallKeen	apollard@hallkeen.com
Benjamin Phillips	Beacon Communities	bphillips@BeaconCommunitiesLLC.com
Stephen Wilson	Stratford Capital Group	spw@stratfordcapitalgroup.com
Mathieu Zahler	MPZ Development	mzahler@mpzdevelopment.com
Andy Do	Retirement Housing Foundation	Andy.Do@rhf.org
Jim Venincasa	Elite Home Builders LLC	jimcasa@icloud.com
Richard Relich	Arch Communities LLC	rich@archcommunities.com
Philip Giffie	NOAH	philipgiffie@noahcdc.org

Permit Issued: # _____

APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY

Application Fee \$100.00
 Date: _____

FOR CITY CLERK'S OFFICE ONLY	
Date Recorded	_____
Expiration Date:	_____
Amount Paid	_____

To the City Council of the City of Newburyport:

The undersigned requests that he/she may be granted permission to place one (1) movable sign on public property and private rights-of-way open to the public. This permission will only be effective for the listed location, and will be subject to all of the terms, conditions, and limitations set forth in the Newburyport Code of Ordinances, and any applicable State and Federal laws and any condition prescribed by the City Council and/or City Departments, including, but not limited to, those conditions appearing below.

Name of applicant Jeremy Kirkpatrick + ANGELA KIRKPATRICK
 Home address of applicant 9 High Road
 City, State, Zip of applicant Newbury, MA 01951
 Telephone of applicant 978-518-0849
 Name of business Grand Trunk Wine & Cheese (Grand Trunk Imports)
 Address of business 3 1/2 Center St. Newburyport, MA 01950
 Telephone of business 978-499-4441

Description of the location and movable sign to placed on the Public Way.

Corner of Center and Water St. on the sidewalk

RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY

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

Signature of Applicant or Duly Authorized Agent  Date 9/21/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2023

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 Peter L. Chetsas Insurance Agency 68 Pleasant Street Newburyport, MA 01950	CONTACT NAME: PHONE (A/C, No, Ext): 978-465-2700 FAX (A/C, No): 978-465+2357 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Two Lights International LLC Grand Trunk Imports LLC 3 1/2 Center Street Newburyport MA 01950	INSURER A: QUINCY MUTUAL GROUP	
	INSURER B:	
	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	COMMERCIAL GENERAL LIABILITY			BO 212882	04/28/2023	04/28/2024	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PERSONAL & ADV INJURY \$
	OTHER:			Liquor Liability	04/28/2023	04/28/2024	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
							\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

City of Newburyport as Additional Insured

CERTIFICATE HOLDER Additional Insured City of Newburyport City Hall 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 

Permit Issued: # _____

APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY

Application Fee \$100.00

Date: _____

FOR CITY CLERK'S OFFICE ONLY

Date Recorded _____

Expiration Date: _____

Amount Paid _____

To the City Council of the City of Newburyport:

The undersigned requests that he/she may be granted permission to place one (1) movable sign on public property and private rights-of-way open to the public. This permission will only be effective for the listed location, and will be subject to all of the terms, conditions, and limitations set forth in the Newburyport Code of Ordinances, and any applicable State and Federal laws and any condition prescribed by the City Council and/or City Departments, including, but not limited to, those conditions appearing below.

Name of applicant GRAND TRUNK - JEREMY + ANGELA KIRKPATRICKHome address of applicant 9 HIGH STREETCity, State, Zip of applicant NEWBURY, MA 01951Telephone of applicant (978) 518-0849Name of business GRAND TRUNKAddress of business 3 1/2 CENTER ST NEWBURYPORTTelephone of business (978) 518-0785 or (978) 499-4441

Description of the location and movable sign to placed on the Public Way.

TENT  - WOODEN FRAME / CHALKBOARD FACE2' x 3' CORNER OF LIBERTY ST + STATE ST**RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY**

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

Signature of Applicant or
Duly Authorized AgentDate 09/21/2023

**APPOINTMENTS
FIRST READING**



CITY OF NEWBURYPORT CITY CLERK'S OFFICE
OFFICE OF THE MAYOR NEWBURYPORT, MA
SEAN R. REARDON, MAYOR 2023 SEP 13 P 1:52

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: September 26, 2023
Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Cultural Council. This term will expire on October 1, 2026.

Janet N. Collett
16 Woodland Street
Newburyport, MA 01950

JANET N. COLLETT

September 1, 2023

Christine Jackson
City Hall
60 Pleasant Street
Newburyport, MA 01950-2627

Dear Christine,

I have a long- standing interest in developing arts that are culturally significant to all. I feel that "art" of any sort, whether it be theater, dance, science, music, poetry etc. inherently transcends culture. I would like to see an appreciation of all types of art be woven into the fabric of Newburyport. It is imperative that this appreciation be passed along to the young generation as well.

For this reason, I would be honored to be a member of the Cultural Council of Newburyport. Thank you for your consideration.

Sincerely yours,

Janet Collett

978-423-1971

16 Woodland Street
Newburyport, MA 01950

JNUTTLECOLLETT@GMAIL.COM

Janet Collett

16 Woodland Street

Newburyport, MA 10950

jnuttcollett@gmail.com

978-423-1971

Currently Retired

President of the Newburyport Horticultural Society 2022-2024

Member of NCAA , Newburyport

Season ticket holder of the Northshore Music Theater for 18 years

Member of the MFA, Boston MA

Member of the French Heritage Society of Boston- a non-profit organization dedicated to preserving French culture through architecture and the arts.

Member of the French Cultural Center, Boston MA

Work Experience

Interior Designer

Siemasko + Verbridge - Beverly, MA November 2000 to February 2018

Architecture/design firm voted **Boston's Best on the Northshore**

Project Manager- responsible for both residential and corporate design projects from concept to completion

Giftware Buyer/ Manager

Wenham Tea House- Wenham, MA October 1998 to November 2000 Gift department manager and buyer responsible for inventory and sales.

International /Domestic Flight Service Manager, Purser, Flight Attendant

Trans World Airlines - New York, NY 1977 to 1998

French language interpreter

Interior design, space planning, furniture selection

Peabody Office Furniture - Boston, MA 1986 to 1989

Education

Bachelor of Arts in French/ Minor Studies in Spanish

University of Maryland - College Park, MD

Certificate Degree- Interior Design

Boston Architectural Center – Boston, MA

Floral Design

Rittner's School of Floral Design Boston, Boston, MA

October 2017 to February 2018

Floral design classes, Northshore Community College - Danvers, MA

MFA Floral Design classes

Floral Design with Joseph Massie- Spring 2018

END OF CONSENT AGENDA

BEGINNING OF REGULAR AGENDA

ORDERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

September 11, 2023

AN ORDER RELATIVE TO TEMPORARY PARKING DURING THE CONSTRUCTION ON MARKET LANDING PARK :

BE IT ORDERED, that:

Whereas: Construction on Market Landing Park and embankment will require a temporary removal of parking in the waterfront lots, and

Whereas: The city is proposing temporary solutions from September 1, 2023 thru June 30, 2024, and

Whereas: Chapter 13, Section 31 et al of the Code of Ordinances provides for notification and approval by the City Council of temporary restrictions and signage.

Now Therefore: The City Council hereby approves the attached temporary parking plan as proposed by the administration, the parking clerk and approved by the Parking Advisory Committee.

Councillor Heather L. Shand

Councillor Sharif I. Zeid

Temporary Parking Plan:

The City is sharing new information on temporary arrangements for Downtown parking during the construction of the expanded Market Landing Park. First, our contractor has been able to push back their fencing which has freed up additional spaces in the Waterfront East Lot. These fences will need to be restored after September 10th, but the additional spaces will be available through then. The City is also expected to open additional parking available in a vacant lot at Titcomb and Pleasant Street, with more information to come shortly.

The Parking Advisory Committee held a meeting on August 28, 2023 to further discuss temporary parking arrangements, especially for those with employee permits. The Committee made the following adjustments to the temporary changes previously announced on August 11, 2023:

1. **Residential Street Parking for Employee Permit holders** - This was **DISCONTINUED** as of August 28, 2023. Employee Permit holders are no longer able to park in residential spaces.
2. **Employees in Green Street Lot** – The date for allowing employees into a section of the Green Street lot was **changed from September 15th to November 1st**. There will be a section of the lot near the Green Street entrance marked out for employees. This section will be available until April 1, 2024.

As a reminder, employee permits, subject to availability, remain valid in the following areas:

1. Parking Garage (Titcomb Street entrance)
2. Waterfront lots East and West with the exception of the Waterfront Trust lot
3. Prince Place lot
4. Hales Court lot

All day parking is available behind the Bartlet Mall on Pond, Greenleaf, and Auburn Streets.

Following the completion of the projects (approximately early summer 2024) a substantial portion of the fenced-in area will be returned to parking. We thank you for your continued cooperation and flexibility during Park construction.

CITY OF NEWBURYPORT



IN CITY COUNCIL

September 26, 2023

AN ORDER TO ACCEPT A STATE “PLANNING ASSISTANCE” GRANT TO FACILITATE REZONING EFFORTS FOR THE COMMERCIAL AREA LOCATED AT THE INTERSECTION OF STOREY AVE AND LOW STREET

ORDERED:

WHEREAS, The City of Newburyport seeks to consider the adoption of new zoning for the commercial area located at the intersection of Storey Ave and Low Street in Newburyport’s West End; and

WHEREAS, such rezoning may further the City’s overall goals for economic development, and the creation of new housing units at preferred locations within the City through greater allowance of, and streamlined permitting for, the construction of multi-family and mixed-use projects; and

WHEREAS, such redevelopment patterns may “re-envision” the Storey Ave commercial area as a third walkable mixed-use “village center” within the City, where new growth and development can be targeted (*beyond Downtown Newburyport and the more recent 40R Smart Growth District*); and

WHEREAS, the Office of Planning & Development recently applied for, and was awarded, a so-called “Planning Assistance Grant” in the amount of \$50,000 to obtain consultant assistance toward the aforementioned rezoning effort (*a copy of which is attached hereto for reference*),

NOW, THEREFORE, the City Council hereby approves, accepts and authorizes use of, the following state grant:

State Agency: Massachusetts Executive Office of Energy & Environmental Affairs
Grant Name: Planning Assistance Grant (Land Use Planning Grant Program)
Amount: \$50,000
Department: Office of Planning & Development
Purpose: Consultant Assistance with Storey Ave Area Rezoning Effort

Councillor James J. McCauley

Application for FY'24 Planning Assistance Grant

RFR: ENV 24 PLN 01

PROJECT TITLE: Storey Ave Mixed-Use Village Center Re-Zoning

MUNICIPALITY: City of Newburyport, MA

PROJECT MANAGER: Andrew R. Port, Director of Planning & Development

EMAIL ADDRESS: aport@cityofnewburyport.com

PHONE NUMBER: (978) 465-4400

PROJECT BACKGROUND & DESCRIPTION:

Please see attached PDF maps which depict the proposed area for rezoning under this Planning Assistance Grant.

Also attached to this application are excerpts and highlights from key local plans with goals, actions or recommendations consistent with the purposes outlined herein.

Newburyport is a seacoast community with a rich history and thousands of historic structures, most of which are located in its downtown and National Register Historic District (NRHD). While smaller scale infill and redevelopment continues to be proposed within NRHD neighborhoods, Newburyport's land use plans and policies target new growth and redevelopment into specific "priority development areas" within the City, as noted in our grant application. This is both: (a) to avoid the potential adverse impact of further infill on existing densely developed neighborhoods; and (b) to support the creation, and buildout, of vibrant walkable mixed-use "village centers" at locations appropriate for such development. This overall framework for addressing future economic growth and housing needs within the City is consistent with "best practices" outlined in the *Massachusetts Sustainable Development Principles*, which are core to the Planning Assistance Grant program. This includes, but is not limited to, increased options for affordable housing as well as concentrated destinations providing adequate demand to support key transit routes (*whether as MBTA Commuter Rail, MeVa bus routes or otherwise*).

Efforts are underway to address mixed-use and multi-family development within the remaining "Waterfront West" area of our downtown. And in recent years we have seen further growth and buildout within our *40R Smart Growth District* at the MBTA Commuter Rail Station. Like other communities, we will be making changes to local zoning before the end of 2024 to provide further *as-of-right* permitting of multi-family housing development surrounding the MBTA Station, in accordance with new state requirements. However, Newburyport has another so-called "village node" along Storey Ave (*where Route 113 intersects with I-95*) which is presently comprised primarily of isolated land uses and auto-dependent commercial establishments. In recent years there has been growing interest about the prospect of *re-envisioning* and redeveloping this area as a proper walkable mixed-use district, integrating multi-family housing with commercial uses. To leverage these changes in the coming years

(of benefit to both the City and State) we must first develop new zoning for this area which would better accommodate multi-family housing and the proper mixture of uses that a village center provides. Concentrating future growth and redevelopment in this manner could replace large swaths of parking with multi-story buildings bearing closer resemblance to downtown Newburyport or new multi-family development within our 40R Smart Growth District. This more efficient use of previously developed land will concentrate a mix of uses, expand housing opportunities, and otherwise advance *Massachusetts Sustainable Development Principles*.

With your approval, Newburyport will hire planning and architectural consultants to assist with the development of new zoning provisions which can both authorize and streamline permitting for multi-family housing within this Storey Avenue area, consistent with Newburyport's appreciation for walkability, a vibrant mix of uses, and *traditional neighborhood character*. It has not yet been determined whether the new district will be approved under MGL 40A or MGL 40R, but given the City's positive experience with an evolving 40R District at the MBTA Commuter Rail Station in recent years, that will be considered here as well. In either case, **this new zoning will serve to transform the Storey Ave area into a regional gateway from I-95 that better reflects Newburyport's character, charm, and traditional land use patterns.**

The creation of related renderings, 3D modeling and other visualization tools will help us with the broader public presentations and processes involved with bringing such zoning changes forward for formal adoption. Combined with a review of Newburyport's water and sewer infrastructure capacity to support this redevelopment program, the Newburyport Council, Planning & Development Committee, Planning Board and Office of Planning & Development will have the tools necessary to bring forward another "*sustainable development*" village center consistent with state goals.

The new zoning, design standards and streamlined permitting for mixed-use and multi-family housing from this local effort will be transferable to other communities throughout the Commonwealth.

PURPOSE OF REQUESTED FUNDING & PROPOSED SCOPE OF WORK:

Consultants will be hired by the City of Newburyport, acting through its Office of Planning & Development, to undertake the three (3) specific interrelated tasks outlined below, all of which are necessary for a successful zoning ordinance package suitable for adoption by the Newburyport City Council. As noted in letters of support submitted herewith, there is support amongst professional planning staff, the Administration, key representatives of the City Council and the Planning Board.

Each consultant, whose work will be overseen and coordinated in harmony by professional staff in the Office of Planning & Development, will be required to participate in a series of progress, general public and stakeholder meetings throughout the project to obtain background information, identify key areas of concern, develop and present draft zoning regulations, and obtain public and stakeholder input as the work progresses.

All deliverables developed by the consultants will be provided to EOEEA in accordance with grant requirements, and shared with other municipalities as it may be of use to them in addressing similar rezoning and redevelopment programs throughout the Commonwealth.

TASK # 1: Water & Sewer Infrastructure Buildout Capacity Analysis

DESCRIPTION:

Review water and sewer infrastructure capacity to support the proposed mixed-use and multi-family redevelopment, both in the context of the City's overall present and projected future capacity (*e.g. at the respective treatment plants*) and as it pertains to supportive infrastructure proximate to the Storey Ave area (*e.g. sewer lift stations, distribution and collection systems/lines*).

DELIVERABLES:

Summary report either: (a) confirming that there is adequate capacity to address each of the above key infrastructure considerations; or (b) in the alternative, identifying any upgrades that may be necessary to support the proposed/desired mixed-use and multi-family redevelopment buildout.

BUDGET:** **\$10,000**

** Estimated cost for this task prior to procurement of consultant services. Please see overall Summary of Project Budget included below. It is assumed that this task will be undertaken by one of the City's existing on-call consultants who specialize in water and sewer infrastructure and are already familiar with the City's systems and previously available studies/reports/analysis related thereto.

ESTIMATED TIMELINE:

INITIATION OF TASK: Immediately upon grant of award and execution of applicable state contract.

COMPLETION OF TASK: September 30, 2023

TASK # 2: Draft New Zoning Ordinance, Design Standards & As-of-right Permitting

DESCRIPTION:

Draft new Zoning Ordinance section(s), with consideration for as-of-right permitting procedures with incorporation of minimum design standards.

DELIVERABLES:

Draft new Zoning sections with permitting procedures and architectural/site design standards.

BUDGET:** **\$25,000**

** Estimated cost for this task prior to procurement of consultant services. Please see overall Summary of Project Budget included below.

ESTIMATED TIMELINE:

INITIATION OF TASK: Immediately upon grant of award and execution of applicable state contract.

COMPLETION OF TASK: March 31, 2023 *[leaving several months thereafter for the typical process for Council review, and presumably adoption, of the proposed zoning amendment(s)]*

TASK # 3: 3D Modeling/Visualization Graphics for Public & Stakeholder Meetings

DESCRIPTION:

- A. Prepare renderings, 3D modeling, schematic plans and drawings, and other visualization tools required by the City to present and successfully adopt the proposed new district by ensuring public appreciation for the intended transition and results.

DELIVERABLES:

Specific graphics and visualizations to be determined at the outset of the project, and as work progresses.

BUDGET:** **\$15,000**

** Estimated cost for this task prior to procurement of consultant services. Please see overall Summary of Project Budget included below.

ESTIMATED TIMELINE:

INITIATION OF TASK: Immediately upon grant of award and execution of applicable state contract, but undertaken so as to align with the development of dimensional requirements and design standards included within Task 2 above, so that deliverables and presentations to the broader public are comprehensive and consistent with each other.

COMPLETION OF TASK: March 31, 2023 *[leaving several months thereafter for the typical process for Council review, and presumably adoption, of the proposed zoning amendment(s), at which time the visual resources provided in this task will be particularly useful to ensure public support for the proposed changes and desired outcomes]*

TASK # 4: Project Reporting

All project reporting will be submitted in accordance with the grant requirements, pending award, and all deliverables developed through this grant will be submitted to EOEAA accordingly. *(Note: As municipal planners we find it especially convenient and*

beneficial when such local regulations – for 351 cities and towns – are easily accessible through an online portal. This, in turn, makes progressive or new urbanist land use regulations easier to emulate throughout the Commonwealth, including the evolution and integration of preferable terms and provisions.)

Measures of Success

- A. Planning Board recommendation for adoption of final zoning amendments
- B. Council adoption of final zoning amendments
- C. Redevelopment of the Storey Ave corridor consistent with the scope of this grant proposal.
- D. Online posting of final zoning amendments and design standards for use by other cities and towns throughout the Commonwealth.

Note: Final adoption of the proposed zoning ordinance(s) developed under this grant are ultimately contingent upon review and approval of the Newburyport City Council. The Newburyport Office of Planning & Development will work closely with the City Council and Planning Board during the course of the project to ensure success upon completion of the project.

Summary Project Budget **

Summary of Funding Sources:

Total Grant Request (EOEEA): **\$50,000** (*Consultant Services*)
+ Community Match: **\$12,500** (*City Planning Staff, In-Kind Services/Time**)
= Total Project Budget: **\$62,500** (*Consultant Services*)

* *Significant time will be devoted to this project by both our **Director of Planning and Staff Planner**. The amount of professional/municipal planning staff time required to undertake this project will likely exceed the proposed “in-kind” matching resources noted within our budget. This is especially true where substantive zoning changes are proposed, and where a fair amount of public education and engagement is necessary prior to an important vote. However, for practical purposes we have proposed here the required match (25% of the requested funding). We would like to direct all state funding provided by the Planning Assistance Grant towards the contracts and scopes of work required of the above noted outside consultants. We would be happy to provide you with a further breakdown of anticipated staff time required for the necessary evening meetings, review and revision of documents, and the oversight of consultants prior to the start of the project, or to provide more detailed accounting of these hours at the completion of the project.*

Summary of Spending by State Fiscal Year:

FY2024:

EEA Grant:	\$50,000
<u>Local Match:</u>	<u>\$12,500</u>
Total:	\$62,500

** Please note that the more detailed breakdown of anticipated consultant costs outlined in the above itemized tasks will be refined and adjusted based upon written scopes and contracts used for the procurement of such services (*pending grant award*), with the total for all services not to exceed the overall budget outlined above.

Summary Project Timeline

Anticipated Start Date: Immediately upon grant of award and execution of applicable state contract.

Anticipated Completion Date: June 30, 2024 †

† All consultant work, deliverables and invoices will be received prior to this date, so that final reimbursement can be requested from EOEEA no later than June 30, 2024.

Grant Evaluation Criteria

The proposed project meets the grant evaluation criteria as follows:

- **Advances sustainable development by directly, quickly, and significantly improving growth;**
 - **Establishes by-right zoning that expedites local permitting;**
The proposed zoning changes are intended to:
 - *Permit mixed-use and multi-family development as-of-right within the Storey Ave area subject to reasonable architectural and urban design standards which will ensure that the result is another beloved and cohesive village center.*
 - **Enhances land use regulation in an area of rapid growth or high natural resource value;**
The proposed zoning changes are intended to:
 - *Reduce new land disturbance by concentrating new growth as the proper redevelopment of underutilized land and parking,*
 - *Cluster future development in the City within targeted priority development areas where adequate public services and utilities exist, while reducing potential buildout in densely developed historic neighborhoods, outlying farmland, open space and areas of high natural resource value.*

- **Implements a Master, Climate Change (mitigation or adaptation), Open Space, Housing Production, or other Plan;**
 - *The proposed zoning changes will implement the recommendations of Newburyport’s 2017 Master Plan and 2023 Comprehensive Economic Development Strategy, as well as the 2018 Housing Production (Affordable Housing) Plan. Relevant excerpts from these plans (with highlights marked in YELLOW) are attached hereto for your convenience.*
- **Pursues a zoning practice eligible for a simple majority vote under MGL Chapter 40A Section 5;**
- **Demonstrates consistency with the MA Sustainable Development Principles**
 - Provides for sustainable housing production;
 - Delivers a substantial energy or environmental benefit (e.g. better climate resilience, reduced energy use, protection of critical habitats, or reduced greenhouse gas emissions);
 - Facilitates walking, biking, and transit use.

The proposed zoning changes are consistent with the following MA Sustainable Development Principles, as outlined in Appendix A of the grant guidelines:

- *Concentrate Development and Mix Uses*
- *Advance Equity*
- *Make Efficient Decisions*
- *Protect Land and Ecosystems*
- *Use Natural Resources Wisely*
- *Expand Housing Opportunities*
- *Provide Transportation Choice*

Planning Assistance Grant – City of Newburyport, MA – Storey Ave. Village Center Zoning

Primary Village Nodes & Locus of Rezoning Study

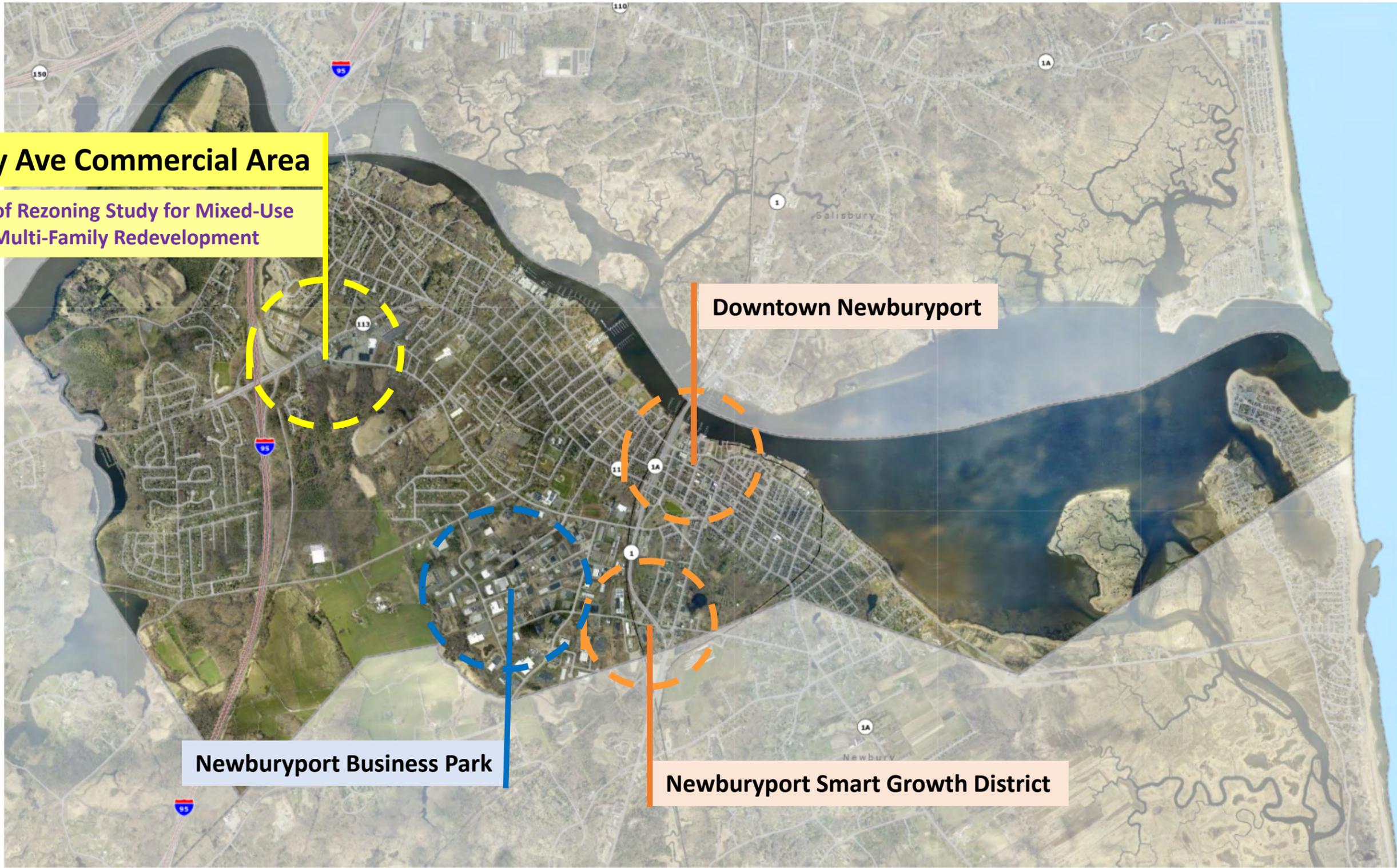
Storey Ave Commercial Area

Focus of Rezoning Study for Mixed-Use & Multi-Family Redevelopment

Downtown Newburyport

Newburyport Business Park

Newburyport Smart Growth District



Planning Assistance Grant – City of Newburyport, MA – Storey Ave. Village Center Zoning

Existing Zoning Map, Primary Village Nodes & Locus of Rezoning Study

Storey Ave Commercial Area
 Focus of Rezoning Study for Mixed-Use & Multi-Family Redevelopment

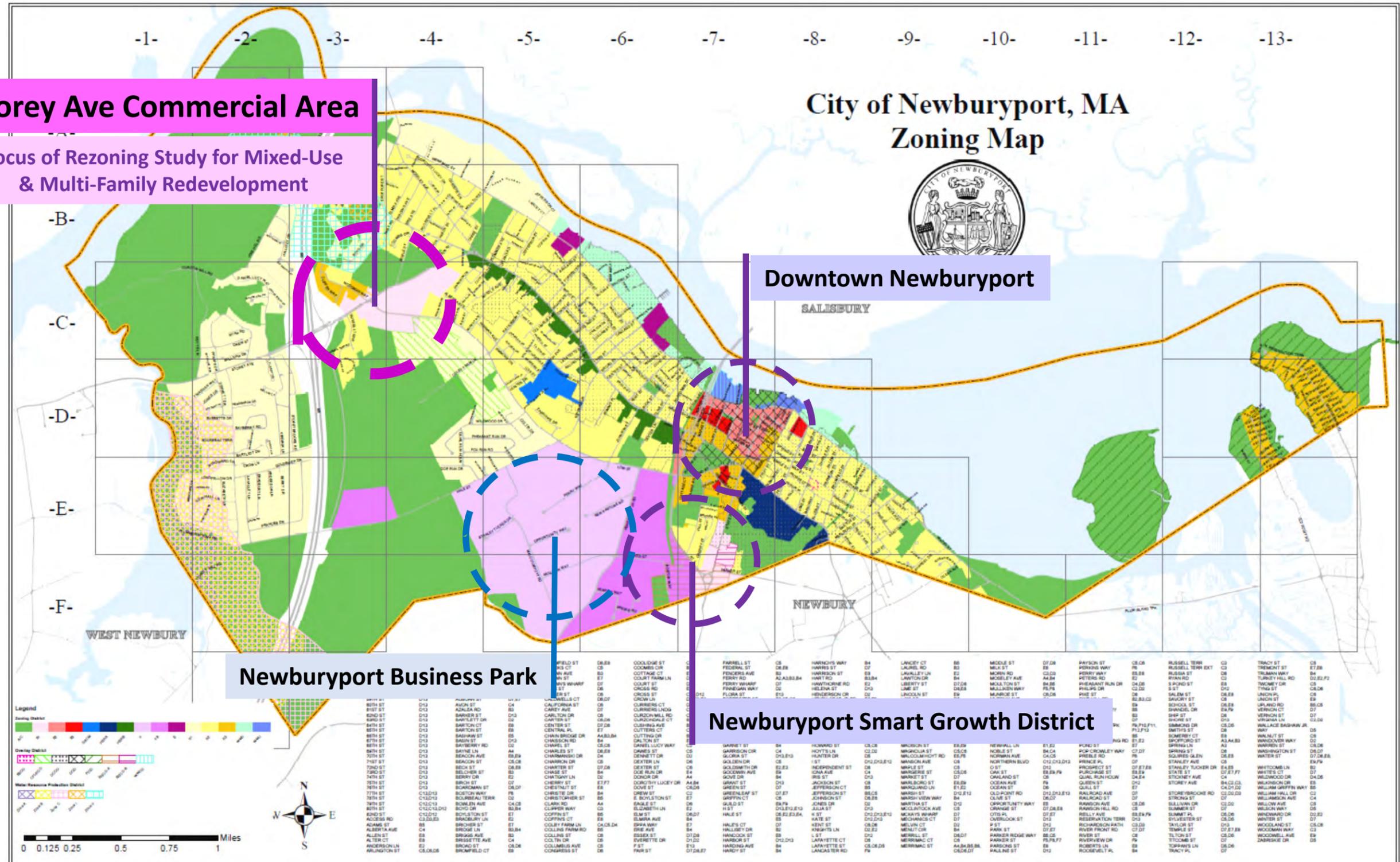
City of Newburyport, MA
Zoning Map



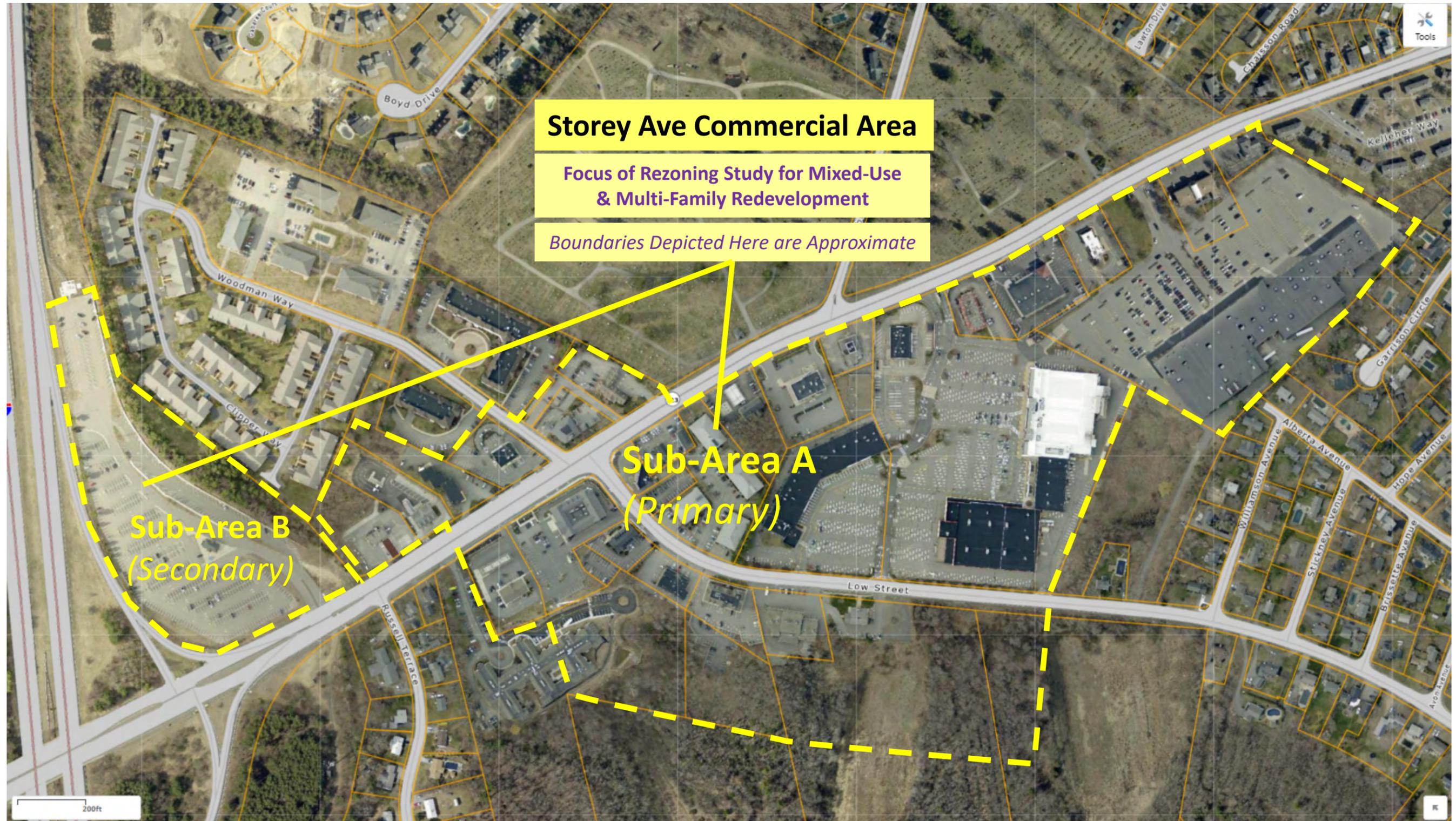
Downtown Newburyport

Newburyport Business Park

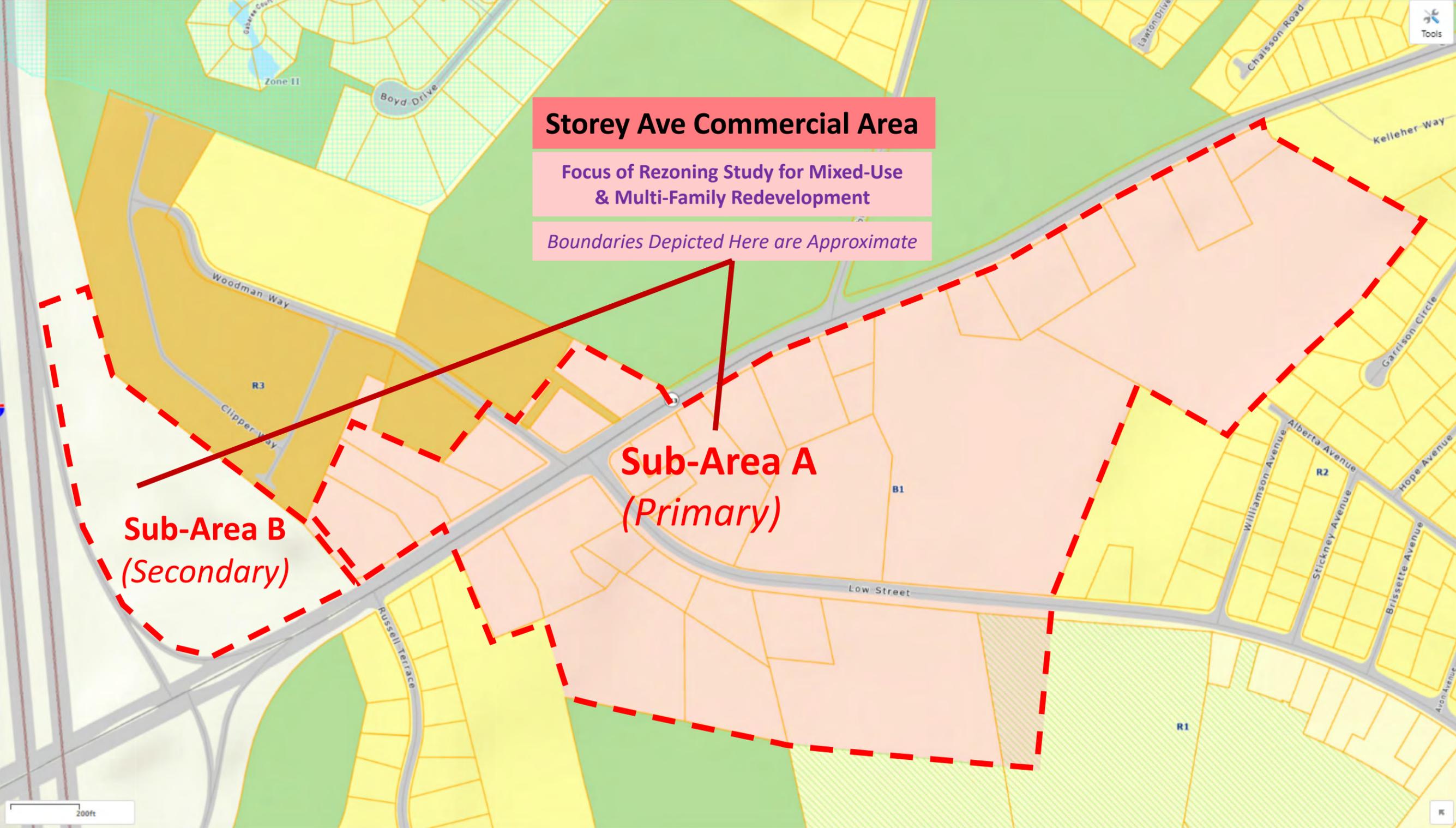
Newburyport Smart Growth District



Planning Assistance Grant – City of Newburyport, MA – Storey Ave. Village Center Zoning Locus of Mixed Use Rezoning Study vs. Existing Auto-Dependent Commercial Uses



Planning Assistance Grant – City of Newburyport, MA – Storey Ave. Village Center Zoning Locus of Mixed-Use Rezoning Study vs. Existing Business District Zoning



CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

September 26, 2023

THAT, The CITY COUNCIL of the City of Newburyport accepts the following gifts and donations in accordance with M.G.L. Chapter 44, Section 53A:

Donor:	Port Parks Alliance
Amount:	\$2,425.00
Purpose:	Planting of 5 elm trees at the Bartlet Mall (corner of High St. and Auburn St.)

Councillor Sharif I. Zeid

Newburyport City Council
60 Pleasant Street Newburyport, MA 01950

Subject: **Restricted Donor Gifts from the Port Parks Alliance**

19 Sept 2023

Dear Councilors,

On behalf of the donors listed below, please accept our check (# 104) in the amount of \$2425.00 in support of Newburyport Parks. Please deposit in City account #29929202-48300.

Date of Donation	Donor Name/Method	Gift Restriction	Total Amount Given	Fees and PPA Op Expenses	Net Amount sent to City Council
22 Aug 2023	J. McCarthy Saltbox	5 elm trees, Bartlet Mall, corner of High and Auburn	2500.00	\$75.00	2425.00

Total \$2425.00

- According to donor any monies not spent on these specific trees may be used for any tree purpose in the Parks.



Jim McCarthy
Treasurer
Port Parks Alliance
(978) 417-9373

CITY OF NEWBURYPORT



IN CITY COUNCIL

September 26, 2023

THAT the City Council of the City of Newburyport approves the Mayor’s **Fiscal Year 2024 Supplemental Budget Appropriation Request** for the following amounts:

General Fund	185,289.35
Water Enterprise Fund	1,091.05
Sewer Enterprise Fund	1,091.05
Total Appropriation	187,471.45

Councillor Sharif I. Zeid



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

To: President and Members of the City Council
From: Mayor Sean R. Reardon
Date: September 19, 2023
Subject: FY2024 Supplemental Budget Request

I hereby submit a supplemental budget request for the fiscal year 2024. The request totals \$187,471 and is funded by available general fund revenue, which comprises budgeted excess levy capacity, reductions made to the FY2024 budget proposal, increased local aid in the final state budget, and available enterprise fund revenue.

The breakdown of the funding sources is as follows:

- Budgeted excess levy capacity: \$181,829
- Budget reductions: \$95,000
- Additional state aid: \$23,061
- Available enterprise fund revenue: \$2,182

The items in this supplemental budget request are detailed in the attached pages. These requests address a number of needs that have arisen since the budget was submitted in May and will position our departments to continue to operate effectively and provide the necessary services to our community.

You will notice that a number of requests are from the Department of Public Services. As you may recall, the draft budget had already been written when our new Director of Public Services took office, and the new director identified additional needs for this fiscal year during his transition into the department.

This leaves a balance of \$114,601 available for further appropriation or, if unappropriated, a reduction in the FY2024 tax levy. While we would prefer to use any remaining funds to reduce the tax burden on taxpayers, we are fortunate to have a strong estimated free cash balance that will be sufficient to help buoy the increase in this year's tax rate.

Thank you for your consideration.

FY2024 Supplemental Budget Request 9/26/2023

#	Department	Line Item	Amount	Rationale
1	Fire	Injured-on-Duty	\$64,263	Funding is needed to pay injured-on-duty costs related to the former fire chief, who has applied for an accidental disability retirement through the Newburyport Retirement System. This appropriation request would cover compensation, net of weekly indemnity coverage, for the first six months of FY2024 (July 1, 2023 to December 31, 2023). Disability retirements take some time to review, including but not limited to hearings and a required medical panel review. For that reason, we are requesting an appropriation to cover the city through the end of December. If the process extends beyond six months, we will return to the City Council for further action.
2	Treasurer/Collector	Assistant Treasurer/Collector	\$2,983	A salary increase is recommended to bring the Assistant Treasurer/Collector from Grade K to Grade L, to be aligned with the Assistant Assessor, which is a similar position in terms of skill and responsibility. The current salary is \$74,581 and the proposed salary is \$77,564.
3	Dept. of Public Services	Office Manager	\$7,900	A salary increase is recommended for the position of Office Manager that supports the Highway Division of DPS. The job description of this position has changed significantly in the past year to include assistance in the oversight of the department and helping to run daily operations. Unlike most administrative positions, this staff person must be available 24/7 for emergency situations. This increase will bring the position in line with that of the Highway Operational Foreman. The current salary is \$70,100 and the proposed salary is \$78,000.
4	Dept. of Public Services	Tree Warden	\$10,500	Stipend for the appointed Tree Warden, as outlined in the communication that was previously submitted with APPT00431_08_28_2023

FY2024 Supplemental Budget Request 9/26/2023

#	Department	Line Item	Amount	Rationale
5	Dept. of Public Services	Engineering Staff	\$13,251	The City is facing challenges in retaining and recruiting qualified engineering staff. In addition to the City Engineer, there are three other staff engineer positions, two of which are currently vacant. To make these positions more attractive, salary increases are recommended. This would result in the following rates for FY2024: Assistant City Engineer \$80,000 (from \$75,749), Civil Engineer II \$76,860 (from \$72,860) and Civil Engineer I \$70,000 (from \$65,000). The funding for these salary increases would come from the General Fund (\$5,917), the Water Enterprise Fund (\$3,667), and the Sewer Enterprise Fund (\$3,667).
6	Dept. of Public Services	DPS Deputy Director	(\$7,926)	A surplus exists due to the hiring of new staff at a lower pay scale. Funding from General Fund (-\$2,774), Water Enterprise Fund (-\$2,576) and Sewer Enterprise Fund (-\$2,576).
7	Dept. of Public Services	GPS Devices	\$9,000	All DPS vehicles are equipped with GPS units, which allow the department to track the location of assets. This is especially useful during snow and ice events, to ensure that all roadways are cleared and treated. The expense of these GPS units was previously charged to the snow and ice account. However, due to the recurring nature of this expense, it is recommended that a line item be created in the DPS Highway budget, consistent with all other known and fixed costs that are incurred regardless of winter conditions.
8	Dept. of Public Services	Portable Restrooms	\$12,500	The original cleaning frequency for portable restrooms was 3 times per week, which is what was assumed in the FY2024 budget. The City has since switched to daily cleaning during periods of higher usage, resulting in a doubling of costs. To cover the increased cleaning costs, an additional \$12,500 is requested.

FY2024 Supplemental Budget Request 9/26/2023

#	Department	Line Item	Amount	Rationale
9	Dept. of Public Services	CDL Training	\$20,000	Hiring and retention of truck drivers has been problematic in recent years due to an increase in rates paid by private employers. In order to grow the pool truck drivers, we propose allocating a CDL training budget that would allow the department to send unlicensed drivers to get their certification. The \$20,000 request covers training for approximately 4-5 staff.
10	Dept. of Public Services	Road Paving Hotbox	\$55,000	The Bituminous Asphalt Hot Box was decommissioned in July due to rusting and holes in the unit. This piece of equipment is used during non-summer months to transport bituminous asphalt from the plant to the job location in Newburyport to fill potholes. There are no local plants in the area, so we must travel up to 30 miles one way to pick up material, which can take up to an hour round trip. This equipment maintains the material temperature so that it can be applied in its original state. Failure to keep this material hot results in a poor-quality roadway patch that may only last for days instead of weeks or months. This piece of equipment is of utmost importance as we enter the cold winter months when it is used on a weekly basis. A replacement is recommended as soon as possible.
Total Request			\$187,471	

FY2024 Supplemental Budget Request 9/26/2023

Summary by Account

ORG	OBJECT	ACCT DESCRIPTION	CURRENT BUDGET	SUPPLEMENTAL BUDGET	REVISED BUDGET
01145001	51102	TRS SAL ASST TREASURER	74,581.20	2,983.25	77,564.45
01220001	51509	FIR INJURED-ON-DUTY	72,000.00	64,263.00	136,263.00
01421001	51102	DPS DEPUTY DIRECTOR	40,925.89	-2,575.89	38,350.00
01421001	51117	DPS STAFF ENGINEERS	94,179.68	5,916.99	100,096.67
01421001	51131	HWY OFFICE MANAGER	70,099.85	7,900.15	78,000.00
01421001	51169	HWY TREE WARDEN STIPEND	0.00	10,500.00	10,500.00
01421002	52416	HWY GPS DEVICES	0.00	9,000.00	9,000.00
01421002	52417	HWY CDL TRAINING	0.00	20,000.00	20,000.00
01421002	52702	DPS C-WIDE PORT RSTRM	12,500.00	12,500.00	25,000.00
01421008	58303	HWY VEHICLE/EQUIPMENT	86,076.62	55,000.00	141,076.62
01630001	51102	PRK DPS DEPUTY DIRECTOR	3,148.15	-198.15	2,950.00
		Sub-Total General Fund:		<u>185,289.35</u>	
60450001	51102	DPS DEPUTY DIRECTOR	40,925.89	-2,575.89	38,350.00
60450001	51117	DPS STAFF ENGINEERS	59,714.73	3,666.94	63,381.67
		Sub-Total Water Enterprise Fund:		<u>1,091.05</u>	
61440001	51102	DPS DEPUTY DIRECTOR	40,925.89	-2,575.89	38,350.00
61440001	51117	DPS STAFF ENGINEERS	59,714.73	3,666.94	63,381.67
		Sub-Total Sewer Enterprise Fund:		<u>1,091.05</u>	
		Total Supplemental Budget Request:		<u>187,471.45</u>	

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

September 26, 2023

THAT the City Council of the City of Newburyport votes to accept the provisions of G.L. c.44, §54(b) to allow City trust funds to be invested in accordance with G.L. c.203C, the so-called "Prudent Investor Rule", or take any other action relative thereto.

Councillor Sharif I. Zeid



CITY OF NEWBURYPORT
FINANCE DEPARTMENT

60 PLEASANT STREET
NEWBURYPORT, MA 01950
PHONE: 978-465-4404

WWW.CITYOFNEWBURYPORT.COM/FINANCE

SEAN R. REARDON
MAYOR

ETHAN R. MANNING
FINANCE DIRECTOR/CITY AUDITOR

To: President and Members of the Newburyport City Council

From: Ethan Manning, Finance Director/City Auditor
Julie Languirand, Treasurer/Collector

Date: September 19, 2023

Subject: Change to Standards for Investment of Municipal Trust Funds

The FY2024 state budget, Chapter 28 of the Acts of 2023, includes a change to the standards for investment of trust funds in municipalities. A local option is added, which, if accepted by the city, allows the treasurer to invest any trust funds in accordance with the “prudent investor act” (G.L. c. 203C), which essentially allows for a broader range of investments than the otherwise narrow range of relatively safe investment options that exist.

While the much more conservative investment standards were put in place to protect funds and reduce risk to principal, they have also limited the earnings potential. Thus, in order to maximize the impact of funds that have been entrusted with the City, it is recommended that the City Council approve this local option that will allow the treasurer to direct our financial advisors to invest in accordance with the “prudent investor act,” unless otherwise instructed via the gift or trust instrument.

As of June 30, 2023, the market value of the City’s trust funds was \$2,739,865 with \$899,341 in authorized expenditures, resulting in a net balance of \$1,840,524. Approximately 60% are for various municipal purposes, 24% for use by the library, and 16% for education and/or scholarships.

We believe that accepting this local option will extend the use of these funds for many years to come.

Thank you for your consideration.

Trust Fund Balances as of June 30, 2023

Dept	Use	Name	Market Value	Approved Expenditures	Balance Remaining
City	Beautify Wtrfrnt	Roy, Herman	1,182,672	875,000	307,672
City	Sidewalk & Trees	Bromfield, John	257,683	6,859	250,824
City	Beautifying City	Cutter, A G	132,864	13,628	119,236
City	Moseley Pines	Moseley, Charles	118,093	4,732	113,361
City	Aged & Needy	Horton, William	77,404	0	77,404
City	Sprinkling Streets	Simpson, M H	66,564	0	66,564
City	Cemeteries	Highland Cemetery	48,910	0	48,910
City	Emma Andrews	South End Reading Room	27,156	0	27,156
City	Poor & Religious	Atwood, Margaret	26,947	850	26,097
City	Bartlett Mall	Balch Fund	20,814	0	20,814
City	Cemeteries	Various Cemetery	15,873	0	15,873
City	Poor	Follansbee, L M	8,771	0	8,771
City	Replace loss by Fire	Municipal Insurance Fund	5,533	0	5,533
City	Poor	Dexter, Timothy	5,274	0	5,274
City	So End Reading Room	Andrews, Emma	3,124	0	3,124
City	Aged Ladies	Davis, Annie	2,656	0	2,656
City	So End Reading Room	Pettingell, Grace	1,562	0	1,562
City	Atkinson Common	Knight, Charles	1,250	0	1,250
City	Atkinson Common	Gorwaiz, A M	312	0	312
Lib	Books for Library	Spring, J R	56,713	0	56,713
Lib	Reading Rm	Todd, William	36,325	0	36,325
Lib	Gen use of Library	Stickney, E H	30,369	0	30,369
Lib	Books for Library	Coffin, W O	27,749	0	27,749
Lib	Library Reading Room	Wightman, Annie	24,709	0	24,709
Lib	Gen use of Library	Moseley, W O	24,634	0	24,634
Lib	Gen use of Library	Lebman Fund	21,440	0	21,440
Lib	Gen use of Library	Walcott/Sirois	20,792	0	20,792
Lib	Library Endowment	Walcott, Paul & Anna	15,501	0	15,501
Lib	Christmas Gifts Library Employees	Hayward, Laurence	14,228	0	14,228
Lib	Books for Library	Sawyer, Matthew	14,198	0	14,198
Lib	Gen use of Library	Sweetser, Benjamin	14,118	0	14,118
Lib	Gen use of Library	Moseley, E S	13,986	0	13,986
Lib	Gen use of Library	Marston, S W	13,769	0	13,769
Lib	Gen use of Library	Stone, Eben	12,897	0	12,897
Lib	Gen use of Library	Cutter, A E	10,969	72	10,897
Lib	Gen use of Library	Donnell, Susan	8,454	0	8,454
Lib	Books for Library	Dodge, W H P	7,649	0	7,649

Trust Fund Balances as of June 30, 2023

Dept	Use	Name	Market Value	Approved Expenditures	Balance Remaining
Lib	Childrens Books	Parton, Ethel	6,054	0	6,054
Lib	.5 E.A./ .5 Pub Library	Pettingell, George	5,972	0	5,972
Lib	Supt of Reading Room	Cole, Charlotte	5,848	0	5,848
Lib	Gen use of Library	Savage, Margaret	5,750	0	5,750
Lib	Books for Library	Green, Sarah	5,604	0	5,604
Lib	Gen use of Library	Moulton, Alice	5,206	0	5,206
Lib	Books for Library	Haskell, George	3,185	0	3,185
Lib	Nbpt & Nby Books	Currier, John	2,970	0	2,970
Lib	Books for Library	Frothingham, J A	2,970	0	2,970
Lib	Gen use of Library	Bradstreet, C W	2,940	0	2,940
Lib	Gen use of Library	Moody, Grace	2,939	0	2,939
Lib	Books for Library	Dodge, Nathan	2,854	0	2,854
Lib	Gen use of Library	Bradbury, J M	2,836	0	2,836
Lib	Pub Library Purchase	Cushing, John N	2,811	0	2,811
Lib	Gen use of Library	Pathe, Paul	2,307	0	2,307
Lib	Books for Library	William, A	2,282	0	2,282
Lib	Books for Library	Colby, Lucy	2,079	0	2,079
Lib	Library Endowment	Walcott, Paul & Anna	1,924	0	1,924
Lib	Library Travel	Hall, Charles	1,486	0	1,486
Lib	Books for Library	Foster, Daniel	743	0	743
Lib	Gen use of Library	Noyes, Harlan	737	0	737
School	Schools	Safford Scholarship	178,617	0	178,617
School	Schools	Brown, Moses	43,388	0	43,388
School	School	Taranda, Margaret Fuller	26,736	0	26,736
School	Municipal Buildings	Municipal Buildings	16,487	0	16,487
School	School	Conners, Nora & Josephine (Jane Fortin)	13,658	(1,500)	15,158
School	Schools - Medical	Kendall, Edith	5,066	(150)	5,216
School	Schools - Science	Kendall, Edith	5,047	(150)	5,197
School	Schools	Merrill, Paul	3,124	0	3,124
School	School Medical Books	Healey, Dr Thomas	3,034	0	3,034
School	Books for NHS Senior	Cushing, Caleb	2,796	0	2,796
School	Schools	Toppan, R H	457	0	457
Total			2,739,865	899,341	1,840,524

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

September 26, 2023

THAT, The CITY COUNCIL of the City of Newburyport accepts with gratitude the following gift:

Donor: Charles & Olin Burkhart

Item: 'Spring Awakening' by Dale Rogers Sculpture

Approximate Value: \$5,800.00

Purpose: Sculpture to be placed in Patrick Tracy Square as approved by the Parks Commission.

This gift is accepted in accordance with M.G.L. Chapter 44, Section 53A½.

Councillor Sharif I. Zeid

Newburyport Parks Commission Sculpture Donation Agreement

Agreement made this 15th day of September, 2023 by and among the Newburyport Parks Commission (the "Beneficiary") and Charles & Olin Burkhart (the "Donor").

Whereas the Donor intends to donate a sculpture[s] by the Artist Dale Rogers entitled "Spring Awakening" and valued at an amount equal to \$ 5,800 (hereinafter the "Artwork", a photograph of which is attached hereto as Exhibit A) as part of the permanent collection of sculpture to be owned by the City of Newburyport and displayed in a City Park or at another location in accordance with the provisions of this Agreement as specified below in "Display of Artwork," and the Newburyport Parks Commission and 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 Beneficiary does not commit to providing care and maintenance of the Artwork, though it may do so at its discretion.
2. **Insurance:** The Beneficiary does not commit to insuring the Artwork, though it may do so at its discretion.
3. **Display of Artwork:** The Beneficiary agrees to display the artwork at the following location Patrick Tracy Square. In the future, if in the sole judgement of the Beneficiary the Artwork requires relocation for any reason, the Beneficiary shall move the artwork as it wishes.
4. **Plaque/Sign:** In the event that the Parks Commission desires signage to be displayed in conjunction with the artwork, the City shall arrange for such signage 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:** The Beneficiary does not agree to any donor mention in publicity or public information about the artwork.
8. **Photographs and other Media or Reproductions.** The City may use photographs, video or film and written information of and about the Artwork.
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)

Charles Burkhardt

Date

9-18-23

Address

25 Pleasant St Newburyport

Telephone

003 5536376

Email

Cg Burkhardt @ nbc.com

Newburyport Parks Commission

Parks Commission Chair signature



Name (print or type)

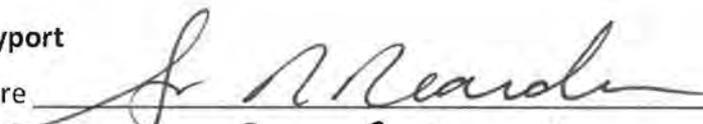
Theodore Boreta

Date

9-18-23

City of Newburyport

Mayor's signature



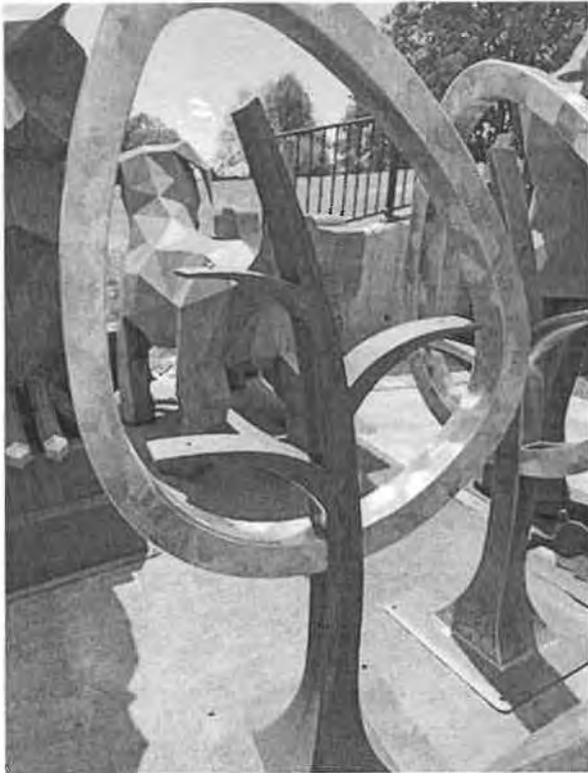
Name (print or type)

Sean R. Reardon

Date

9/15/2023.

Exhibit A



CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

September 26, 2023

THAT, The CITY COUNCIL of the City of Newburyport accepts with gratitude the following gift:

Donor: Charles & Olin Burkhart

Item: 'Rabbit Man' by Dale Rogers Sculpture

Approximate Value: \$16,000.00

Purpose: Sculpture to be placed in March's Hill as approved by the Parks Commission.

This gift is accepted in accordance with M.G.L. Chapter 44, Section 53A½.

Councillor Sharif I. Zeid

Newburyport Parks Commission Sculpture Donation Agreement

Agreement made this 15th day of September, 2023 by and among the Newburyport Parks Commission (the "Beneficiary") and Charles & Olin Burkhart (the "Donor").

Whereas the Donor intends to donate a sculpture[s] by the Artist Dale Rogers entitled "Rabbit Man" and valued at an amount equal to \$ 16,000 (hereinafter the "Artwork", a photograph of which is attached hereto as Exhibit A) as part of the permanent collection of sculpture to be owned by the City of Newburyport and displayed in a City Park or at another location in accordance with the provisions of this Agreement as specified below in "Display of Artwork," and the Newburyport Parks Commission and 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 Beneficiary does not commit to providing care and maintenance of the Artwork, though it may do so at its discretion.
2. **Insurance:** The Beneficiary does not commit to insuring the Artwork, though it may do so at its discretion.
3. **Display of Artwork:** The Beneficiary agrees to display the artwork at the following location March's Hill. In the future, if in the sole judgement of the Beneficiary the Artwork requires relocation for any reason, the Beneficiary shall move the artwork as it wishes.
4. **Plaque/Sign:** In the event that the Parks Commission desires signage to be displayed in conjunction with the artwork, the City shall arrange for such signage 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:** The Beneficiary does not agree to any donor mention in publicity or public information about the artwork.
8. **Photographs and other Media or Reproductions.** The City may use photographs, video or film and written information of and about the Artwork.
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)

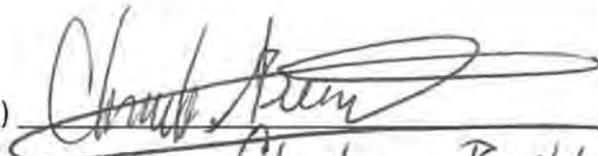
Name(s) (type or print)

Date

Address

Telephone

Email



Charles Buckhart Dale Rogers

9-18-23

23 Pleasant St Newburyport

603 553 6376

Cjbuckhart@me.com

Newburyport Parks Commission

Parks Commission Chair signature

Name (print or type)

Date



Theodore Boretz

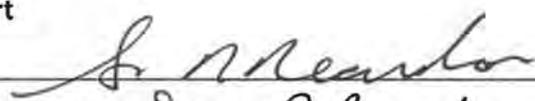
9-18-23

City of Newburyport

Mayor's signature

Name (print or type)

Date



Sean R. Beardon

9/15/2023.

Exhibit A



CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

September 26, 2023

THAT, The CITY COUNCIL of the City of Newburyport hereby approves the contract by and between the City of Newburyport and Constellation NewEnergy, Inc. of 545 Boylston Street, Suite 700, Boston, MA for a purchase and sale of electricity agreement.

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

Councillor James J. McCauley

MEMEORANDUM

TO: Heather Shand, Council President
Council Members

FROM: Andrew Levine, Chief of Staff
Molly Ettenborough, Recycling and Energy Manager

CC: Sean R. Reardon, Mayor
Michael Strauss, Chairman- Newburyport Energy Advisory Committee
Donald Walters, Vice Chairman- Newburyport Energy Advisory Committee

RE: Municipal Aggregation Program

DATE: September 18, 2023

As you all know, the City of Newburyport purchases electricity from a competitive supplier for all municipal electricity accounts (90 accounts). This is different from the residential aggregation program the city launched last year with Colonial Power and Direct Energy for all basic service users in the city, though it uses the same concept. Through a fixed rate, bulk contract, we look to generate savings for municipal buildings, as well as, to establish budget certainty.

The city's current contract will expire this November and we are looking to sign a new contract that may be anywhere from 1- 5 years depending on final pricing. The Mayor will sign the contract but by State Law, Council approval is needed for any contract longer than 3 years. In preparation, below you will find a brief summary of the program, as well as, an attached draft contract that will need the Mayor's signature by early November.

Background

The city has aggregated its municipal buildings electricity supply since 2007. Currently the city is contracted with Constellation Energy through the Mass Municipal Association's MunEnergy Program. For more than 20 years, the MMA's MunEnergy program has been working with Massachusetts cities and towns and government entities to stabilize energy costs and simplify energy management.

The city is currently contracted at a fixed all in rate of \$.0908 per kWh. In Calendar Year 2022, the city saved \$167,309 in electricity supply costs compared to standard pricing. The contract term for this rate has been active from October 2020 through November 2023.

Energy supply contracting is exempt from 30B contracting but the city uses best practices and since last spring has been receiving pricing from Constellation, IGS Energy, Power Options, and NRG for our next contract term. As we saw last year, electricity prices have increased and the pricing we have been receiving ranges between .12 and .13 per kWh. Longer term contracts are seeing better pricing better hence the need for your approval for a long-term contract.

We are available to answer any additional questions you may have and hope to get this approved by mid-October to be ready to execute the contract in early November.



Agreement is Not Valid Unless Executed by Constellation

Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions

NEWBURYPORT MA CITY OF (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You agree to purchase from us on an exclusive basis (except as provided in Section 16 below), and we agree to supply, or caused to be supplied, all of your electricity requirements for the account(s) identified in the Account Schedule attached hereto (which we refer to in this Agreement as the “Account(s)” pursuant to the terms of this Agreement). By signing this Agreement, you authorize us to enroll your Account(s) with your Utility so that we can provide supply to you. You will take such actions as we request to allow us to enroll your Account(s) in a timely manner. You will also give us the authority to supply you with electricity from whatever source we choose. We shall have no obligation to enroll or supply electricity to any account(s) not identified on the Account Schedule. This product includes all electricity delivered to the Delivery Point(s) necessary to meet your requirements and all associated scheduling, coordinating, balancing, ancillary services and wholesale transmission services and charges, necessary in connection with supplying such electricity requirements. The contract prices do not include or cover any Delivery Charges for transmission, distribution and related services, Taxes, or any other costs as specifically excluded as set for in this Agreement. “Delivery Charges” mean those amounts payable by you for services provided by the Utility, ISO or other third parties. The prices set forth in the Account Schedule are for the existing term of this Agreement and only subject to change if there is a change in law, market structure, and/or your electricity needs or classifications, as described in Section 7 of this Agreement, including but not limited to changes by the Utility of the designated rate class for any Account(s). “Pass-Through Charges” include Taxes (unless you are Tax exempt as provided for herein), Delivery Charges, and certain other pass-through charges as set forth in this Agreement and are charged to you as a Pass-Through, which means they will change during the existing term of this Agreement if and as the related charges assessed or charged to us vary for any reason, including but not limited to the types of changes described herein.

Your Price. You will pay charges associated with the following contract prices:

Price Component Name	Component Contract Price Unit Of Measure
Energy Price Non TOU	\$/kWh

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 2, Market Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
NE-ISO Demand Response Settlement Costs	N/A
Renewable Portfolio Standards Costs	Fixed
CES Costs	Fixed
CES-E Costs	Fixed
CPP Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

FOR INTERNAL USE ONLY

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s).

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. The term of this **Agreement shall commence on the Start Date and end on the End Date as determined in accordance with the Utility's actual meter** read cycle and meter read date for the Account(s). You acknowledge that our ability to start and end service to the Account(s) is dependent on: (i) the Utility successfully enrolling and de-enrolling the Account(s); and (ii) the Utility furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date. The dates set forth in the Account Schedule are based on information currently available from the Utility, and actual meter read cycles and actual meter read dates are determined by the Utility. If a meter read cycle and meter read date schedule has not been published by the Utility, then we shall use our best efforts to estimate the scheduled meter read cycle and meter read date. The actual meter read cycle and meter read date may occur on, before, or after the date set forth in the Account Schedule.

We will use commercially reasonable efforts to begin service to the Account(s) on the actual meter read cycle and actual meter read date that occurs on or about the Start Date(s) set forth in the Account Schedule, unless an off-cycle meter read date is agreed to by the parties in writing. If we are unable to enroll one or more of the Accounts so the term can begin on or about the Start Date in the Account Schedule, the Start Date(s) will commence on the next regularly scheduled Utility meter read cycle and meter read date following successful enrollment of such Account(s). The End Date(s) will remain the same unless extended for a Holdover Term. We shall not be liable for any failure to enroll or de-enroll Accounts by the Start and End Date(s) if such failure was due to circumstances beyond our control including, but not limited to: (i) your inability to timely provide us with all Account-related information necessary to successfully enroll/de-enroll the Account(s) with the Utility; (ii) your failure to assist and/or confirm, as needed, us in notifying the Utility that it has selected us as your supplier or (iii) any acts or omissions of the Utility (including a change in an **Account's meter read cycle or meter read date**). **We will not be responsible** for any gaps in service that may occur between your service with another supplier and the commencement of supply from us. Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. At the end of the term of this Agreement, if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated at the Utility as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis (or "Holdover Term") and will charge you the "Holdover Rate" calculated by us in our sole discretion for each billing cycle as (Metered Usage) x (Market Price + Holdover Costs + \$.006250/kWh) + Taxes. This Agreement will continue to govern our relationship for the supply of electricity during the Holdover Term, and either of us may terminate the Holdover Term at any time upon 45 days advance written notice to the other. As an alternative to supplying your electricity on a holdover basis following termination, expiration or cancellation of this Agreement, we may instead switch **your Accounts to the applicable Utility supply service. We shall have the right to terminate this Agreement upon 15 days' notice** without penalty if any of the following conditions are not reasonable satisfied (1) our reasonable review and approval of your creditworthiness, (2) verification of the accuracy of all the information that you provide to us regarding your electricity usage and the Account(s), (3) your Account(s) being accepted into the retail access program established by the Utility and 4) your delivery of any documents as reasonably required by the Utility and us (including, but not limited to data authorization forms, letters of authorization forms, and the 30B Checklist Form).

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will **receive one invoice from the Utility for Utility charges and one invoice from us for all other charges ("Dual Billing")**, unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due on the Payment Date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your Utility. Your invoices will be based on actual data provided by the Utility, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. To the extent you are receiving invoices from us, if you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. Interest will be included on a subsequent invoice and is payable on demand at any time with respect to undisputed amounts due to us and, with respect to disputed amounts due to us, interest is payable on demand only at any time after such amounts have been ultimately determined to be due.

Payment Disputes. For any disputed portions of any invoices provided by us for the Account(s), you shall notify us in writing within thirty (30) days of the date of the applicable invoice detailing the amount that is disputed and the reasons for the dispute. Within thirty (30) days of receiving such notice, we shall respond to such notice by either rectifying the amount in dispute or clarifying such invoice to you. Until any such dispute is ultimately determined in our favor, you will have the right to withhold payment of the disputed sum without payment of any interest.

FOR INTERNAL USE ONLY

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Errors and omissions excepted. Non-Std. Short Form Rev Sept-18-2017

(18a,21b, 21B)

CNE Sales Rep: Charlotte H Diogo

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Tax Exemption. If you are exempt from state and local sales Tax, you will provide us with all required exemption certificates. Until you do so, we are not required to recognize any exemption and we will not be required to refund or credit previously paid Taxes, unless the taxing entity sends the refund to us for payment to you. You will defend, indemnify and hold us harmless for all Tax obligations relating to this Agreement.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact your MunEnergy representative directly at 617-772-7500, or you can contact our Customer Service Department by calling toll-free 844-6-ENERGY, or by e-mail at customer@constellation.com. Your prior authorization of us to your Utility as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Massachusetts Electric Company	MECO	1-800-465-1212

Additional Terms. For Account(s) located in the Commonwealth of Massachusetts:

(i) Billing Dispute Resolution. You may elect to seek assistance with the resolution of billing disputes under this Agreement involving amounts over \$100.00 Assistance is available from the Massachusetts Department of Public Utilities (“DPU”), Consumer Division at 877-886-5066, provided that the subject matter of such disputes is within the DPU’s statutory and regulatory jurisdiction.

(ii) DPU. In accordance with the DPU regulations, our energy disclosure label is provided to you with this Agreement. We will provide you with an updated label, on a quarterly basis, to reflect certain characteristics of our electric generation supply. Additional information may be obtained by contacting the DPU at (617) 305-3531. Our DPU License Number is #CS 015. The required ‘Terms of Service’ as set forth in the DPU Rules Governing the Restructuring of the Electric Industry is herein referred to as the General Terms and Conditions.

(iii) Collective Bargaining. We do not operate under collective bargaining agreements.

(iv) YOUR RIGHT TO RESCIND. YOU HAVE THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON, WITHOUT CHARGE OR PENALTY BY PROVIDING US WRITTEN NOTICE OF SUCH RESCISSION, UNTIL MIDNIGHT ON THE THIRD DAY AFTER YOU HAVE SIGNED AND RECEIVED A FULLY EXECUTED COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as required by the laws of the city, town or municipality and the laws, rules and regulations of the Commonwealth of Massachusetts (including but not limited to Mass. Gen. Laws ch 43, § 29) as of the respective dates set forth below.

Constellation NewEnergy, Inc.

Customer: Newburyport Ma City Of
I am duly authorized, on behalf of Customer, to sign this Agreement:

By: _____

By: _____

Name:

Name: Donna Holaday

Title:

Title:

Date:

Date: _____

Notice Address:

Notice Address: 60 Pleasant St

545 Boylston St.

Newburyport, MA 01950-2626

Suite 700

Attention:

Boston, MA 02116

Facsimile: 9784627936

Attention: Legal Department

Telephone: 9784654407

Email Address: dholaday@cityofnewburyport.com

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Fax: 617-772-7550

With Copy to:

Constellation NewEnergy, Inc.
1001 Louisiana St. Constellation Suite 2300
Houston, Texas 77002
Attention: Contracts Administration
Facsimile: (888) 829-8738
Telephone: (844) 6-ENERGY

Customer: Newburyport Ma City Of
I am duly authorized, on behalf of Customer, to sign this Agreement:

By: _____
Name: _____
Title: _____
Date: _____
Notice Address:

Customer Authorized Person(s):
Printed Name:
Title:
email:
Phone:

Town Counsel:
Approved as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____
Notice Address:

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GENERAL TERMS AND CONDITIONS

1. General Definitions.

"Governmental Entity" means a municipality, county, governmental board, governmental department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision or public entity or instrumentality of the United States or one or more states.

"Holdover Costs" means the sum of all costs and charges incurred by us for the retail delivery of energy, including, without limitation and as applicable, charges related to capacity, ancillary services, transmission, metering, the Federal Energy Regulatory Commission, renewable portfolio standards, and any similar charges that may be imposed on us with respect to the Accounts (whether by the ISO or the Utility) from time to time. We will pass Holdover Costs through to you on your invoice without mark-up.

"Delivery Point" means existing and future points of interconnection between your Utility's transmission system and/or distribution system and those of a third-party.

"ISO" and/or **"ISO-NE"** means the New England Independent System Operator or other successor or replacement entity, public or private, administering transmission reliability and control of the electricity grid.

"Market Price" means the ISO-published Day Ahead Locational Based Marginal Price for the ISO zone identified in the Account Schedule, expressed in \$/kWh. Market Prices are published hourly or sub-hourly depending on ISO. If your Account(s) are not equipped with meters that provide an hourly reading, we will use either the load profiles provided by the Utility for your customer class or, in the absence of such load profiles provided by the Utility on a timely basis, an otherwise reasonable allocation method established by us, in order to apply Market Prices to your monthly usage.

"Metered Usage" means your kilowatt-hour usage at the Accounts during the applicable billing period, as adjusted by the applicable line loss factor(s).

"Notice Period" means the 10 day period following written notice from one party to the other party informing the other party of any amounts due under this Agreement.

"Payment Date" means the date that is 55 days after the date on the invoice if we send a separate invoice for the contract price or the date payment is due under the applicable Utility tariff if you choose to receive a single bill from the Utility.

"Taxes" means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, kWh, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this Agreement or thereafter) imposed by any governmental entity.

"Utility" or **"UDC"** means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

2. Market Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not included in the definition of Capacity Costs, Energy Costs, and NE-ISO Demand Response Settlement Charges. If Ancillary Services and Other ISO Costs are Passed Through, we will determine your monthly Ancillary Services And Other ISO Costs based on your \$/kWh share of our cost for Ancillary Services And Other ISO Costs incurred with respect to all of our customers within the applicable ISO service territory or in the form of an otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights" are revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are awarded to us with respect to our customers' transmission peak load contribution.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule.

"Fuel Security Reliability Program Costs (including "Fuel Security Costs-COS" and "Fuel Security Costs-Inventoried Energy Program" as defined below) means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements ("COS Agreements"), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the **"Mystic COS Agreement"**) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction ("FCA") 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket N0 ER19-1428-001 (collectively, the **"Fuel Security Costs-Inventoried Energy Program"**). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement ("Fuel Security Costs-COS") and/or the Fuel Security Costs-Inventoried Energy Program are Fixed under this Agreement then such costs shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Fuel Security Costs-Inventoried Energy Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement; (including the approval of any other COS Agreements), modifications to the Fuel Security Costs-Inventoried Energy Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 7 below.

"Line Loss Costs" means the distribution charges imposed by the Utility in connection with the supply of electricity by us to you in accordance with this Agreement, which are calculated based on a percentage of your kilowatt-hour consumption during the applicable period times.

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“MA Solar Carve-Out Program Costs” means the costs or charges related to procuring solar renewable energy certificates or making alternative compliance payments to comply with currently applicable Law for various solar carve-out programs set by the Massachusetts Department of Energy Resources (“DOER”). MA Solar Carve-Out Program Costs are included in Renewable Portfolio Standards Costs.

“Massachusetts Clean Energy Standards Costs (“CES Costs”)” means any costs or charges related to procuring renewable energy certificates or making alternative compliance payments to comply with the Massachusetts Clean Energy Standard (310 CMR 7.75) finalized by the Massachusetts Department of Environmental Protection in August 11, 2017, as amended in December 2017 and July 2020 (“MA Clean Energy Standard”).

“Massachusetts Clean Energy Standard Expansion Costs (“CES-E Costs”)” means any costs or charges to ensure compliance with the expansion of the MA Clean Energy Standard creating a purchase obligation relating to the annual procurement from *existing* clean generators, including but not limited to, procuring renewable energy certificates or making alternative compliance payments.

“ISO-NE Demand Response Settlement Costs” means any costs or charges imposed by the ISO on load served by Seller in accordance with complying with the provisions of Federal Energy Regulatory Commission (“FERC”) in Order No. 745 18 CFR Part 35 (March 15, 2011).

“Non Time Of Use” or “NTOU” means all hours of each day.

“Renewable Portfolio Standards Costs” means the costs or charges associated with meeting renewable portfolio standards costs (including MA Solar Carve-Out Program Costs) at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by us by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“Transmission Loss Credits” are amounts credited to us by the ISO under the ISO’s marginal loss construct for the load served by us.

“Utility” and/or “UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Account(s).

“UDC Peak ” means the hours designated as peak from time to time by the Utility.

“UDC Off Peak” means all hours other than UDC Peak hours.

3. Break in Service. If your Account(s) are moved to the Basic Service due to changes, including without limitation (i) any change to the name or assignments associated with the Account(s); (ii) the closing of an Account for any reason; and (iii) an assignment by the Utility and/or ISO of a new account number to any existing service addresses of yours listed in the Account Schedule, then you shall be obligated to pay the Basic Service rate until the Account(s) are successfully re-enrolled with the Utility to receive service from us. In such event, we shall not be obligated to pay any amounts to you. “Basic Service” means the service provided by the Utility in accordance with applicable Massachusetts law to a retail customer who is not receiving electricity from a competitive supplier.

4. Creditworthiness You agree to provide us with reasonable information to complete a credit review. If at any time during the term of this Agreement (a) your credit rating falls below BBB- by Standard and Poor’s or Baa3 by Moody’s, or (b) you have made two or more late payments within a twelve (12) month period, then we shall have the right to terminate this Agreement upon ten (10) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

5. Default under this Agreement. An “Event of Default” means any one of the following: (a) failure by either party to make, when due, any payment required under this Agreement if not paid within the Notice Period; or (b) any representation or warranty made by a party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true in all material respects during the term of this Agreement, if not cured within 5 business days after written notice from the other party; or (c) you fail to provide additional security or credit arrangements as provided for in Section 4 above or as elsewhere provided in this Agreement; or (d) except to the extent excused by event beyond either party’s reasonable control in accordance with Section 9 below, the failure by a party to perform any material covenant set forth in this Agreement and such failure is not cured within 10 business days after receipt of written notice thereof; or (e) a party: (A) makes an assignment or any general arrangement for the benefit of creditors; (B) files a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed for 30 business days after such filing; (C) otherwise becomes bankrupt or insolvent (however evidenced); or (D) is unable to pay its debts as they fall due.

6. Remedies upon Default. (a) If an Event of Default occurs with respect to a party (the “Defaulting Party”), the other party (the “Non-Defaulting Party”) may in its discretion, at any time, terminate this Agreement upon written notice to the Defaulting Party setting forth the effective date of termination (the “Early Termination Date”). If this Agreement is terminated pursuant to this Section, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below and the Defaulting Party shall pay such amount following receipt of notice of such amounts as provided herein. The parties acknowledge and agree that any termination payment hereunder constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

(b) If you terminate this Agreement, in whole or in part, upon our default, we will pay you the following early termination payment: [Market Value plus Costs] minus Contract Value, so long as the Market Value plus Costs is greater than the Contract Value.

(c) If we terminate this Agreement, in whole or in part, upon your default or you terminate this Agreement, in whole or in part, as permitted hereunder, you will pay us, except as set forth in Section 16, the following early termination payment: [Contract Value plus Costs] minus Market Value, so long as the Contract Value plus Costs is greater than the Market Value.

(d) For purposes of this Section, “Contract Value” means the contract price for the Remaining Anticipated Usage. “Market Value” means the

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amount, as determined by the Non-Defaulting Party as of the Early Termination Date, a bona fide third party would pay for the Remaining Anticipated Usage at current market prices. In determining "Market Value", the Non-Defaulting Party may consider, among other things, quotations from leading dealers in the wholesale energy industry, the Non-Defaulting Party's internally developed forward price valuations, and other bona fide offers from either third parties or affiliates of the Non-Defaulting Party, all as commercially available to the Non-Defaulting Party and adjusted for the length of the Remaining Term and differences in transmissions costs, volume, and other factors, as the Non-Defaulting Party reasonably determines. "Costs" mean brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by, or on behalf of, the Non-Defaulting Party in arranging for alternative sources of electricity, or in terminating, liquidating, or obtaining any arrangement pursuant to which it has hedged its obligations, and attorneys' fees, expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement. "Remaining Anticipated Usage" means the amount of electricity (in kWh), as determined by the Non-Defaulting Party, that would have been used by each Account covered by the termination during the remaining term of this Agreement had it not been terminated early (the "Remaining Term"). In making this determination the Non-Defaulting Party may (but is not required to) consider: (i) anticipated consistency with or deviations from past electricity usage patterns, (ii) variations in anticipated weather patterns, (iii) general economic conditions or conditions affecting the specific industry(ies) in which you operate, and/or (iv) any other factors the Non-Defaulting Party deems appropriate.

(e) Upon termination, cancellation or expiration of this Agreement for any reason, we may, consistent with law, rules and regulation, immediately move your Account(s) to the then applicable tariff service, whether Basic Service or otherwise, and either party may pursue all additional remedies available at law or in equity. After termination, cancellation, or expiration, each party agrees that it will remit full payment of all amounts due under this Agreement, without offset or reduction of any kind, within the fifteen (15) day period following receipt of invoice, unless otherwise expressly specified in this Agreement. The applicable provisions of this Agreement will continue in effect after termination, cancellation, or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, and with respect to any indemnification obligations hereunder.

7. Changes in Law, market structure, and/or your electricity needs or classifications. If a new Law shall be enacted, or there shall occur any revisions in, implementation of, amendments to, or interpretations of any Law (including without limitation those that establish new, or otherwise modify existing, alternative resource adequacy requirements or renewable portfolio standards or that impose new Taxes or change the rate of existing Taxes), in either circumstance affecting approved or anticipated rates, tariffs, Taxes, charges, fees, assessments, or other costs relating to the licensing, marketing, supply, generation, transmission or distribution of electric power and/or energy that could adversely affect the anticipated economics of this Agreement (a "Material Change in Law") that were not reasonably anticipated as of the effective date and that cause a material change to the costs incorporated in the charges set forth on an Agreement, then either party will have the right to request an adjustment to the amounts payable by you (a "Change in Law Adjustment"). If either party requests a Change in Law Adjustment, the party from whom such adjustment is sought is entitled to receive from the requesting party documentation supporting the requested adjustment. Upon notice of a Change in Law Adjustment from the other party, the party from whom the adjustment is sought may terminate this Agreement, consistent with Law, upon written notice to the other party no later than 14 days following receipt of written notice from the effective date of a proposed Change in Law Adjustment, in which event the party terminating the Agreement may be liable to make an early termination payment to the other party under Section 6 above. For the purpose of this provision (i) "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO operating guideline or protocol, Utility/UDC or ISO tariff, nodal definitions, zonal or boundary definitions, rule of the public utility commission, public service commission or similar state commission or agency having jurisdiction over Utilities and the electricity distribution system of the state in which the Account(s) are located, and the like.

8. Representations and Warranties: (a) Mutual Representations and Warranties. Each party warrants and represents to the other the following: (1) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (2) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement; (3) the execution, delivery and performance of this Agreement are duly authorized and do not violate any governing documents or any contracts to which it is a party or any laws, rules or regulations applicable to it; (4) there is no material event(s) or other agreement(s) which would impair that party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement; and (5) it has knowledge and experience that enable it to evaluate the merits and risks associated with this Agreement.

(b) Additional Representations, Warranties and Covenants of Customer. You warrant, represent and covenant that: (1) the data given and representations made concerning your Account(s) are true and correct to the best of your information; (2) You are entering into this Agreement to purchase your electric energy requirements only; and that the electric energy purchased under this Agreement will be consumed at the facilities to which the Account(s) relate, and you will not resell such electric energy to any third party (with the sole exception of your tenants or lessees in the ordinary course of your business); and (3) you are the party of record of the Account(s), or if you are not the party of record, you have the authority to enter into and bind your principal to this Agreement. If requested, you will provide us written proof of such authority; (4) if you are a Governmental Entity, you shall not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement. You further covenant that if you are a Governmental Entity you shall obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder. If requested, you will provide us written proof of such authority; (5) all such persons as are required to be signatories to or otherwise execute this Agreement under the laws of the city, town or municipality and the laws, rules and regulations of the Commonwealth of Massachusetts (including but not limited to the requirements of Mass. Gen. Laws ch. 43, § 29 and any other applicable law have executed and are authorized to execute this Agreement in accordance with such laws; and (6) you shall comply with the notification and reporting requirements set forth in Mass. Gen. Laws ch. 30(B), §1(b)(33) by providing, within fifteen (15) days after executing this Agreement, a copy of this Agreement and all attachments hereto and a report of

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the process used to execute this Agreement to each of the Department of Public Utilities of the Commonwealth of Massachusetts, the Department of Energy Resources of the Commonwealth of Massachusetts and the Office of the Inspector General of the Commonwealth of Massachusetts.

9. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control and that prevents either of us, after making commercially reasonable efforts to overcome its effects, from performing our respective obligations under this Agreement (a "Force Majeure"), then whichever one of us cannot perform will be relieved from performance until the Force Majeure is resolved, provided that to the extent reasonably possible, the party claiming Force Majeure ("Claiming Party") gives the other party prompt written notice describing the particulars of the Force Majeure, including but not limited to, the nature and date of the occurrence and the expected duration of the Force Majeure. Subject to the foregoing, examples of such events may include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, ISO or the Utility; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as ISO or a Utility. Such events shall not excuse failure to make payments in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents performance by the Claiming Party for more than 30 days the other party shall have the right to terminate this Agreement without penalty upon 15 days written notice to the other.

10. Delivery Point We will deliver electricity to the Delivery Point. At and after that point title and risk of loss related to the electricity transfer to you, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Account(s) relate as well as your use of the electricity. While we will make arrangements for the delivery of electricity to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility or the ISO controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

11. Limitation on Liability. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE ENTIRE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT INCLUDING ANY CAUSES OF ACTION IN CONTRACT TORT OR STRICT LIABILITY OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON EITHER PARTY TO MITIGATE ITS DAMAGES. FURTHERMORE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS; PROVIDED THAT THE ABOVE SHALL NOT LIMIT OUR RIGHTS TO RECOVER ITS LOST PROFITS UNDER THIS AGREEMENT AS A PART OF THE AMOUNTS PAYABLE UNDER SECTION 6(c) ABOVE.

12. DISCLAIMER. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Applicable Law/Dispute Resolution. THIS AGREEMENT WILL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE BOTH AGREE THAT EXCLUSIVE JURISDICTION AND VENUE FOR THE ADJUDICATION OF ANY SUIT, CLAIM, ACTION OR OTHER PROCEEDING, WHETHER AT LAW OR IN EQUITY, RELATING TO THIS AGREEMENT WILL BE IN BOSTON, MASSACHUSETTS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

14. Confidentiality. All terms of this Agreement are confidential and shall not be disclosed by you without our prior written consent, except as required by law. Upon approval from the Massachusetts Municipal Association ("Association"), we are authorized to utilize your name when publishing a list of targeted customer names for publicity and marketing purposes. In addition, you authorize us to release to the Association any and all information (including but not limited to usage, invoices, payment history and any other data) regarding the energy supplied under this Agreement.

15. Forward Contract/ Inapplicability of Commodities Exchange Act. **The parties acknowledge and agree that this Agreement is a "forward contract" and that we are a "forward contract merchant" for purposes of the U.S. Bankruptcy Code, as amended.** Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

16. Usage Variance (Generation, Deleting and Adding Account(s)): (a) Behind the Meter Generation Projects: Your price is based upon your Aggregate Baseline usage (as defined below) You warrant and represent that you do not own generation behind the meter or other material usage altering measures ("Generation") associated with the Account(s) except to the extent such Generation projects are disclosed in an Exhibit A to this Agreement. If you install Generation with respect to any Account during the Term, and such installation was not disclosed in an Exhibit A to this Agreement, then you shall provide us with advance written notice of such Generation installation as soon as reasonably possible so that we can make commercially reasonable attempts to use our best efforts to mitigate any costs or damages incurred by us as a result of such installation. If such newly installed Generation results in a 25% reduction of the Baseline Usage on an aggregate basis across your Accounts within the same Utility territory, then you may be responsible for losses to us as a result of the reduction in usage with respect to your Accounts. Any such losses shall be calculated as follows: if positive: Contract Value minus Market Value (as defined in Section 6). Upon receipt of your written notice, we may request additional details regarding to the Generation project (including, but not limited) to the following (as applicable): capacity installed (in MW), the expected commercial operation date, the testing and maintenance schedule, the class of renewable, and any other information that we shall reasonably request. For the avoidance of doubt, Section 16(a) does not permit the early deletion of Account(s) hereunder without an early termination payment as set forth in Section 6 above, but rather is intended to permit usage fluctuations across all Accounts on this Agreement associated with the installation of Generation in accordance with the terms hereof.

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(b) Notice of Material Change in Usage/Deleted Account(s): You agree to use reasonable efforts to provide us prompt prior written notice before any significant change in the anticipated usage of electricity for any Account(s) receiving supply under this Agreement, including changes due to equipment outages, plant or facility shutdowns, or changes in the operating hours of a facility. If one or more of your facilities which are receiving electricity supply hereunder are closed, vacated, sold, consolidated or otherwise disposed of, then you may, to the extent permitted by applicable Law, terminate this Agreement with respect to the corresponding Account(s) upon thirty (30) days prior written notice to us, in which event you may be liable to make an early termination payment to us according to the following calculation, if positive: Contract Value minus Market Value; provided, however, no such early termination payment will be owed as long as (i) at least one Account is still receiving supply in accordance with the terms of this Agreement, (ii) the Account(s) were closed or dropped from this Agreement in the ordinary course of **Customer's business and** not due to an ability to obtain a lower energy price from the Utility or another energy supplier; and (iii) there is no un-remedied default by Customer. Notwithstanding the foregoing, each Party shall pay its own costs associated with such termination.

(c) Adding Account(s): The parties acknowledge and agree that the contract price in the Account Schedule reflects a product option that allows you the ability to add one or more Account(s) at the same contract price listed in this Agreement consistent with the terms herein (an "Add"), provided that the Add(s) do not exceed 15.00% of the Aggregate Baseline (as defined below). Further, in each case, any Add will only be allowed if: (i) there is no un-remedied default by you; and (ii) the Add(s) are (A) within the same UDC zone and of similar usage patterns as your Accounts; and (B) there has been no material change in law which has altered the economics to the extent that such change in law would impact **Seller's desire to allow the original contract price to reflect the intent of the parties' agreement. In no event will you be allowed to net Add(s) against Delete(s).** For any Add(s) that exceed 15.00% of Aggregate Baseline, we will enter into good faith negotiations to add the Account(s) at the **then-current market rate. The "Aggregate Baseline" means the actual total historical monthly kilowatt-hours consumption reported to Seller for the immediately preceding yearly period prior to the Start Date herein or in the case of Account(s) that did not receive electricity in the prior year period, Seller's good-faith estimate of the anticipated monthly consumption for such Account(s).** For clarification purposes, the Aggregate Baseline shall only be made up of your Account(s) which are expressly listed on the Account Schedule of this Agreement on the full execution date and not any Add(s) or Delete(s) transacted in accordance with this Agreement. Each Add shall be memorialized in writing. The parties agree that if you designate an Authorized Person(s) below the signature line at the time this Agreement is executed and returned to Seller for execution, then both parties agree to be legally bound to Add an account via an **e-mail transmission by such designated Authorized Persons in accordance with Seller's then-current email transaction process.**

17. Payments to Certain Third-Parties. You acknowledge and understand that (a) we are making a flat fee, not based on sales or volume, to the Association in connection with its efforts to facilitate the parties entering into this transaction; (b) the contract prices reflects the fee paid to Association; and (c) Association is acting on your behalf as its representative and is not a representative or agent of Constellation.

18. Certain Customer Acknowledgements. You acknowledge and agree that (1) we are not acting as your consultant or advisor for any purpose, and you will not construe or rely on any information provided or statements made by us, including without limitation as to the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other statements or information, as advice or representations of any sort; and (2) you are making your own decision(s) based solely upon your own analysis and the advice of your own advisors, if any, and is not relying on us in any way in making your decision to enter into this Agreement or in making any other decision or taking any other action under this Agreement.

19. Miscellaneous Provisions. If in any circumstance either party does not provide notice of, or object to, any default on the part of the other party under this Agreement, such situation will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. Each party may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld or delayed. Any such attempted transfer will be void. We shall have the right to assign this Agreement to any affiliate without your consent. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party will have any rights under this Agreement whatsoever. Each party shall have the right to set-off and net against any amounts owed to it by the other party any amounts it may owe the other party under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Except as otherwise explicitly provided in this Agreement, no amendment to this Agreement will be valid or given any effect unless signed by both of us. The applicable provisions of this Agreement will continue in effect after termination, cancellation or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments and with respect to your indemnification obligations. We are an independent contractor under this Agreement, and nothing in this Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking. **The terms of any purchase order ("PO") you send to us and/or any alterations, additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect.**

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ACCOUNT SCHEDULE:

For: Newburyport Ma City Of

The Pricing set forth below is only valid until 5:30 PM Eastern Prevailing Time on September 19, 2023

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

TO ACCEPT THE PRICING BELOW, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT (888) 829-8738.

No. of Service Accounts: 90

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
MECO	0040741008	Plummer Ave P 2, NEWBURYPORT, MA 015900000	11/26/23	11/28/27	
MECO	0041809009	59 LOW ST, NEWBURYPORT, MA 019504048	11/26/23	11/28/27	
MECO	0041810002	Low St P 12, NEWBURYPORT, MA 019500000	11/26/23	11/28/27	
MECO	0043590003	Storey Ave P 17, NEWBURYPORT, MA 015900000	11/26/23	11/28/27	
MECO	0043852008	Water St P 16, NEWBURYPORT, MA 015900000	11/26/23	11/28/27	
MECO	0043982001	Inst Low & Toppan St, NEWBURYPORT, MA 015900000	11/26/23	11/28/27	
MECO	0085399015	Storey Ave Unit 5 Cell Site, NEWBURYPORT, MA 01950	11/26/23	11/28/27	
MECO	0104065018	7 SPRING LN WATER DEPARTMENT, NEWBURYPORT, MA 019506502	12/02/23	11/30/27	
MECO	0104108009	CROW LN POLE 38, NEWBURYPORT, MA 01950	11/26/23	11/28/27	
MECO	0104110009	HALE ST POLE 18, NEWBURYPORT, MA 01950	11/26/23	11/28/27	
MECO	0105622008	PERRY WAY POLE 347 13 COGEN, NEWBURYPORT, MA 01950	12/03/23	12/03/27	
MECO	0705240008	115 Water St, NEWBURYPORT, MA 019503065	12/02/23	11/30/27	
MECO	1025599009	14 SPOFFORD ST, NEWBURYPORT, MA 01950-1732	11/26/23	11/28/27	
MECO	1251478002	127 MERRIMAC ST, S5 LTS BEAC MER SALL, NEWBURYPORT, MA 01950-2436	12/18/23	12/18/27	
MECO	1287168004	High And Green St P 36, NEWBURYPORT, MA 015900000	11/26/23	11/28/27	
MECO	1289612005	Storey Ave P 10, NEWBURYPORT, MA 015900000	11/26/23	11/28/27	
MECO	1289845031	CROW LN LOT 1 L1 POLE 0009, NEWBURYPORT, MA 01950	11/26/23	11/28/27	
MECO	1347238001	STOREY AVE POLE 76, NEWBURYPORT, MA 01950	11/26/23	11/28/27	

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MECO	1347272003	11 Brown Sq, NEWBURYPORT, MA 019502513	12/03/23	11/28/27	
MECO	1348851008	PARKER ST POLE 46, NEWBURYPORT, MA 01950	12/03/23	12/03/27	
MECO	1368285000	Plum Island Pt Well, NEWBURYPORT, MA 015900000	11/26/23	11/28/27	
MECO	1505923027	RUSSELL TER PUMP STATION, NEWBURYPORT, MA 01950	11/26/23	11/28/27	
MECO	1517770009	N ATKINSON ST, NEWBURYPORT, MA 01950	12/16/23	12/14/27	
MECO	2009702007	27R WATER ST PL 11, NEWBURYPORT, MA 019502754	11/26/23	11/28/27	
MECO	2385711019	1 NEW PASTURE RD, NEWBURYPORT, MA 01950	11/26/23	11/28/27	
MECO	2465849014	MERRIMAC ST OTHR LGT P21 BY TRAIINTRCK, NEWBURYPORT, MA 01950	11/26/23	11/28/27	
MECO	2520758009	10 OLGA WAY PUMP, NEWBURY, MA 019511932	11/27/23	11/29/27	
MECO	2533589009	Merrimac St Off P 36, NEWBURYPORT, MA 019500000	11/26/23	11/28/27	
MECO	2536575007	Whites Court, NEWBURYPORT, MA 019500000	11/26/23	11/28/27	
MECO	2536715001	Intrs Mulliken Way, NEWBURYPORT, MA 015900000	11/26/23	11/28/27	
MECO	2576715003	1 MERRIMAC ST, NEWBURYPORT, MA 019502558	12/03/23	12/03/27	
MECO	2592914006	MERRIMAC ST P101 84 BALLFLD LITE, NEWBURYPORT, MA 01950	12/02/23	11/30/27	
MECO	2594460001	349 MERRIMAC ST PUMP, NEWBURYPORT, MA 019501929	12/02/23	11/30/27	
MECO	2594564004	FERRY RD POLE 26 1, NEWBURYPORT, MA 01950	12/02/23	11/30/27	
MECO	2761550003	N ATKINSON ST, NEWBURYPORT, MA 01950	12/16/23	12/14/27	
MECO	2945457001	114 MERRIMAC ST, NEWBURYPORT, MA 01950-2409	11/26/23	11/28/27	
MECO	3085244009	333 HIGH ST SENIOR CENTER, NEWBURYPORT, MA 019503744	11/26/23	11/28/27	
MECO	3345233019	RICHARDSON PATH STREET LIGHT, NEWBURYPORT, MA 01950	11/26/23	11/28/27	
MECO	3709173001	127 MERRIMAC ST S5 LIGHTS, NEWBURYPORT, MA 01950-2436	12/18/23	12/18/27	
MECO	3781668007	Pond St P 6, NEWBURYPORT, MA 015900000	11/26/23	11/28/27	
MECO	3785992040	1 PLUM ISLAND PT, NEWBURYPORT, MA 019503219	11/26/23	11/28/27	
MECO	3786182002	Storey Ave L 85, Newburyport, MA 01590-0000	11/26/23	11/28/27	
MECO	3786460001	Rawson Ave P 12 I, NEWBURYPORT, MA 015900000	11/26/23	11/28/27	

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MECO	3820584006	BROWNS WHARF POLE 3, NEWBURYPORT, MA 019502000	12/02/23	11/28/27	
MECO	3824301003	1 MERRIMAC ST, NEWBURYPORT, MA 019502558	11/26/23	11/28/27	
MECO	3840507005	Laurel Rd, NEWBURYPORT, MA 019500000	11/26/23	11/28/27	
MECO	3840518008	19 PLEASANT ST, NEWBURYPORT, MA 01950-2614	12/03/23	12/03/27	
MECO	3841971009	526 MERRIMAC ST POLE 115, NEWBURYPORT, MA 019501700	12/02/23	11/30/27	
MECO	4007431007	LOW ST POLE 14, NEWBURYPORT, MA 01950	12/16/23	12/14/27	
MECO	4119524064	12 RABBIT RD COGEN, SALISBURY, MA 01952-1811	12/18/23	12/18/27	
MECO	4527225005	83 MERRIMAC ST PARKING FACILITY, NEWBURYPORT, MA 019502539	11/26/23	11/28/27	
MECO	5028891004	Merrimac St P 98 2, NEWBURYPORT, MA 019500000	11/26/23	11/28/27	
MECO	5033257005	94 State St, NEWBURYPORT, MA 019506619	11/26/23	11/28/27	
MECO	5033326005	Merrimac St, NEWBURYPORT, MA 015900000	11/26/23	11/28/27	
MECO	5033489007	Plum Island Tpke Pole 39, NEWBURYPORT, MA 01950	11/26/23	11/28/27	
MECO	5067404009	GREENLEAF ST, NEWBURYPORT, MA 01950	12/02/23	11/30/27	
MECO	5071172001	1 Merrimac St Lght, NEWBURYPORT, MA 019502558	11/26/23	11/28/27	
MECO	5230406000	127 MERRIMAC ST, S5 LIGHTS HIGH ST, NEWBURYPORT, MA 01950-2436	12/18/23	12/18/27	
MECO	5253519000	HIGH ST, NEWBURYPORT, MA 01951	12/16/23	12/14/27	
MECO	5679116025	12 RABBIT RD COGEN D, SALISBURY, MA 01952-1811	12/18/23	12/18/27	
MECO	6276573003	Coffins Ct, NEWBURYPORT, MA 019500000	11/26/23	11/28/27	
MECO	6277198004	Garrison Circle, Newburyport, MA 01950-0000	11/26/23	11/28/27	
MECO	6280974009	94 State St, NEWBURYPORT, MA 019506619	11/26/23	11/28/27	
MECO	6285690035	208 State St., NEWBURYPORT, MA 01950	11/26/23	11/28/27	
MECO	6314775003	GREENLEAF ST, NEWBURYPORT, MA 01950	12/02/23	11/30/27	
MECO	6318546008	2 MERRIMAC ST FIREHOUSE, NEWBURYPORT, MA 01950	12/03/23	11/28/27	
MECO	6319255006	Merrimac St, NEWBURYPORT, MA 015900000	11/26/23	11/28/27	
MECO	6334597005	60 PLEASANT ST, NEWBURYPORT, MA 019502627	11/26/23	11/28/27	

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MECO	6351920008	40 Milk St, NEWBURYPORT, MA 019503016	12/04/23	11/28/27	
MECO	6355544004	291 Water St, NEWBURYPORT, MA 019503223	11/26/23	11/28/27	
MECO	6525395015	155 STOREY AVE, NEWBURYPORT, MA 01950-6228	11/26/23	11/28/27	
MECO	6545260013	HIGH ST POLE 33 BARTLET PRK, NEWBURYPORT, MA 01951	11/26/23	11/28/27	
MECO	6551856016	MOSELEY AVE S5 LIGHTS, NEWBURYPORT, MA 01950	12/18/23	12/18/27	
MECO	6639797001	Laurel Rd, Pole 5 Light, NEWBURYPORT, MA 01950	12/18/23	12/18/27	
MECO	6825719011	MERRIMAC ST LITE LGT P21 BY TRAINTRCK, NEWBURYPORT, MA 01950	11/26/23	11/28/27	
MECO	7523276009	77 Purchase St, NEWBURYPORT, MA 019503109	11/26/23	11/28/27	
MECO	7523381005	High & State Isct P 17, NEWBURYPORT, MA 015900000	11/26/23	11/28/27	
MECO	7523462005	Cor Buck & Congress St, Newburyport, MA 01590-0000	11/26/23	11/28/27	
MECO	7581463002	4 Green St, NEWBURYPORT, MA 019502504	11/26/23	11/28/27	
MECO	7581492003	23 Inn St, Newburyport, MA 01950-2515	12/03/23	12/03/27	
MECO	7582928002	241 High St, Newburyport, MA 01950-3830	12/03/23	12/03/27	
MECO	7582986004	239 STOREY AVE PUMP POLE PAD 77, NEWBURYPORT, MA 019506213	11/26/23	11/28/27	
MECO	8569112052	RESERVATION TER GUARD SHACK POLE 19, NEWBURYPORT, MA 01950	11/26/23	11/28/27	
MECO	8774116002	Savory St, NEWBURYPORT, MA 019500000	11/26/23	11/28/27	
MECO	8774143009	Intrs Low & Graf Rd, NEWBURYPORT, MA 015900000	11/26/23	11/28/27	
MECO	8791561001	OFF MOULTON ST POLE 27, WEST NEWBURY, MA 01985	11/27/23	11/29/27	
MECO	8825234006	333 High St, Newburyport, MA 01950-3744	12/04/23	12/04/27	
MECO	8830529012	70 LOW ST KNOCK MIDDLE SCHOOL, NEWBURYPORT, MA 019504087	12/03/23	12/03/27	
MECO	9730967002	CITY HALL S5 LIGHTS, NEWBURYPORT, MA 01950-2621	12/18/23	12/18/27	
MECO	9788325010	57 LOW ST POWDER HOUSE, NEWBURYPORT, MA 019504048	11/26/23	11/28/27	

Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the Utility, ISO or other entity. Payments to Certain Third-Parties. You acknowledge and understand that (a) we are making a flat fee, not based on sales or volume, to the Massachusetts Municipal Association ("Association") in connection with its efforts to facilitate the parties entering into this transaction; (b) the contract prices reflects the fee paid to Association; and (c) Association is acting on your behalf as its representative and is not a representative or agent of Constellation.

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CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

AN ORDER SPONSORING THE SUBMISSION OF THE ADMINISTRATIVE ORDER
PURSUIT TO RULE 11 OF ORDR00429_02_27_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 accepts the submission of an administrative order as outlined in Rule 11 of ORDR00429_02_27_2023.

Councillor James J. McCauley



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

Administrative Order
Establishment of Recreation and Youth Services Department

September 26, 2023

WHEREAS, Article 5, Administrative Organization, Section 5-1, Organization of City Agencies, of the Newburyport Home Rule Charter authorizes the Mayor to reorganize, consolidate or abolish any City agency, in whole or in part, or to establish such new City agencies as is deemed necessary; and

WHEREAS Newburyport Youth Services has been serving the needs of young people and families in the city since 2005, and provides recreational and community services that foster positive youth development; and

WHEREAS Adult recreational activities and programming were officially moved to Youth Services following the Council's approval of the Parks Reorganization Plan in February 2022; and

WHEREAS the Mayor aims to officially establish a department that is focused tasked with recreation and the needs of youth in the City of Newburyport; and

WHEREAS the Mayor has included herewith a message to the Council explaining the benefits expected to result from this proposed change and the sections of existing ordinances that will need to be amended.

NOW, THEREFORE, Be it ordered that there shall be officially established a Recreation and Youth Services Department in the City of Newburyport. Any needed amendments to the City's Code of Ordinances will be brought to the City Council for consideration to effectuate this Order and Attached Plan with respect to the organization of the Recreation and Youth Services Department. This administrative order will come into effect in 60 days, unless disapproved by a vote of the Council.

A handwritten signature in black ink, reading 'Sean R. Reardon'.

Sean R. Reardon
Mayor



Administrative Order Establishing Recreation and Youth Services Department

Mayor's Message

Sean R. Reardon
Mayor

September 26, 2023

Official Establishment of Newburyport Recreation and Youth Services

This message accompanies the administrative order submitted to the City Council officially creating the Department of Recreation and Youth Services. Article 5, Section 5-1 of the Newburyport City Charter, titled "Organization of city agencies," requires that an administrative order be filed with the City Council by the Mayor in order to organize the city into operating agencies. The Charter provision states in pertinent part as follows:

"The mayor may, subject only to express prohibitions in a general law or this charter, propose to reorganize, consolidate or abolish any city agency, in whole or in part, or to establish such new city agencies as is deemed necessary, but no function assigned by this charter to a particular city agency may be discontinued or assigned to any other city agency unless this charter specifically so provides. The mayor may from time to time prepare and submit to the city council administrative orders that establish operating divisions for the orderly, efficient or convenient conduct of the business of the city. These administrative orders shall be accompanied by a message of the mayor which explains the benefits expected to ensue and advises the city council if any provision of an administrative order shall require amendments, insertions, revisions, repeal or otherwise of existing ordinances."

This outline lays out the plan for this department, which will preserve the current functioning of Newburyport Youth Services, while officially incorporating recreation for community members of all ages, which was approved in the Parks Reorganization Plan approved by the Council in February 2023. The plan also includes an overview of the sections of the City's Ordinances that may need to be updated to accompany this official establishment.

History of Newburyport Youth Services

The Newburyport City Council voted in December 1998 to accept Mass General Law G.L., c. 40, § 8E, which allows municipalities to create Youth Commissions. By State Statute, such commissions are created...:

"...for the purpose of carrying out programs which may be designed or established to meet the opportunities, challenges and problems of youth of said city or town and in conjunction with any similar or related programs of any agency of the commonwealth or any agency of the federal government."

In 2005, under Mayor Mary Anne Clancy, the City hired a Supervisor of Youth Programs who would report to the Mayor and also had reporting responsibilities to the Youth Commission. Also in 2005, the Youth Commission released a Five-year plan that essentially set the groundwork for a Youth Services Department, and identified needs for a community center, an improved middle school drop-in center, and increased collaboration on efforts to reduce underage substance abuse. That year, the Administration, together with the Youth Commission, shifted their earlier vision for a Parks and Recreation Department to instead create a Youth Services Department.

The mission of Youth Services is to meet the apparent and underlying needs of children and families, and to run high quality programs accessible to all. In its early years, Youth Services focused on recreation and programs for children of all ages and the services offered expanded with a large federal grant for substance use prevention work. The BEACON Coalition was started with support of a Drug Free Communities grant. Since then, the department has always had a position assisting with the BEACON and its initiatives. The department grew for nearly 15 years, adding programs and services, as well as positions, to meet identified needs in the community. The department has grown to now serve over 2,000 young people a year with nearly 4,000 registrations, which does not include the thousands of people who are served through the department's free community events.

The Department is largely self-sustaining, as all of its recreational programs are funded by registration fees. Since the Department's inception, it has brought in nearly \$1.2 million in grant funding in the last five years and close to \$2.4 million over the Department's history to support the department and community partners, including the schools. Over the past 20 years, departmental spending has consistently remained below 0.5% of the General Fund budget, currently accounting for 0.4%. To better identify fixed and recurring costs, the City has allocated these known costs to the general fund, offset by a budgeted transfer from the recreational revolving fund. This allows the revolving fund to reflect variable costs, which can be difficult to budget for from year to year.

Nonetheless, all spending, whether for payroll or operating expenses and regardless of funding source, must still pass through the Finance Department's review process and must comply with all city policies, such as those related to travel and training, gifts and grants, procurement, and other practices. Moving forward, we will ensure that the annual budget reflects this new department structure, including all resources that are utilized in support of its mission.

While the work of the Department was initiated in 2005, the Department was never officially created either in the City's ordinances or through the Administrative Order process that is described in Section 5-1 of the Charter. This makes sense, as the Department's activities pre-date the provision regarding the organization of the city into operating agencies, which was passed in November 2011 following the 2010 Charter Review process.

Proposed Structure

This Order will create a Recreation and Youth Services Department that is tasked with running high quality recreational activities for Newburyporters of all ages, engaging youth in positive activities outside the school day, and meeting underlying needs of children and families through effective community services. The Department will have two divisions to better focus the offerings of the agency.

Recreation and Enrichment Division

This division will be responsible for creating and facilitating recreational programs, activities, and events for community members of all ages. They will work with community partners to gauge interest in activities and look at how best to use the recreational assets of the city. The recreation department will run activities that may include the following:

Youth	Families	Individuals/ Adults
Seasonal recreation programs; Sports & skills	Community events (i.e. Touch a Truck)	Outing Clubs: hiking, biking, walking, nature, skiing, etc.
Vacation week programs	Summer family entertainment series	Recreational Games: pickleball, etc.
Leagues: E-sports, Destination Imagination; First Lego League	Pre-school Open Gym	Adult Leagues: softball, beach volleyball, etc.
Seasonal Enrichment programs: STEM, arts, music and movement	Age Specific Playgroups	Adult pick-up games
Ski & Snowboard Club (after school, early release and vacation weeks)	Family parties/ dances	Fitness Classes
Inclusive and specialized programming for individuals with disabilities or special needs	Family programs (i.e. family tennis lessons)	Adult wellness programs

The primary work of the Division will be to organize and facilitate programs throughout the year for a diverse set of Newburyport residents. It will facilitate all summer programming for youth and year-round programming for youth and adults. They will work closely with the Council on Aging and other groups providing public programming to look for opportunities for collaboration and to reduce overlapping offerings.

Funding Sources

This division receives support for staff, facility, and software overhead through the City’s Operating budget. The majority of its work is funded through user/activity fees, which are currently structured using the aforementioned revolving fund. The division can also receive recreation focused grant funding and gifts, though it does not rely on this funding.

Resources Needed

This division requires a significant amount of part time staff through peak programming and recreation months, namely summer and school vacation periods. This staff is managed by full-time coordinators and other staff who do the year-round work of planning, registration, marketing, hiring, and everything else that goes into recreation programming. The division has full time positions for an Associate Director of Recreation and an Activity Coordinator and receives assistance from an office manager, the Associate Director of Youth Programs, and the Director of Recreation and Youth Services. The Division also requires a significant amount of space for all these activities, and works with City and School staff to find suitable locations. This is a challenge based on the limited amount of space in the City and the number of activities taking place.

Youth Development and Services

This second Division is responsible for positive youth development, engaging youth in healthy activities outside of school and formal programming, and for supporting mental health and substance abuse prevention. Programs aim to engage older youth (middle and high school aged) in positive and healthy activities and enrichment programs.

The Youth Development and Services Division operates a Youth Center outside of school time and hosts events on weekends to provide middle and high schoolers with a positive environment for activities and enrichment. They also organize clubs and programs within the center to develop hobbies and skills that interest youth. In addition, youth programs include teen trips, affinity groups, a Youth Council and enrichment activities for youth that are in middle and high school grades and are distinct from the Recreational Division's programming. The Division provides educational programs on life skills and workforce development and certificate programs like babysitting and first aid. In addition to the Youth Center, staff also operate the Learning Enrichment Center in the Kelleher Gardens development to support the social and academic development of children and families living in public and/or low income housing

The Division also oversees community initiatives, partnerships, and activities that support children and families and can assist in intake and making referrals for outside services. It works closely with partners in the City including the Health Department, Council on Aging, Newburyport Police Department, and Newburyport Public Schools. It also develops partnerships with agencies including Pettengill House, Link House, Community Services of Newburyport, Our Neighbors Table and the Jeanne Geiger Center, and others. The Division oversees a social services monthly network and employs a licensed social worker to provide referrals and supports. The division does not provide clinical support. These relationships allow for effective and efficient referrals to meet community members' needs.

All of these services build on a foundation of building youth assets. This focus is set and maintained by the coordination of and participation in the BEACON Coalition, a citywide partnership to support positive youth development as well as capacity building in community partners. the Coalition was formed from the Mayor's Taskforce on Substance Abuse. The positive youth development philosophy and associated initiatives build protective factors (assets) in young people to reinforce academic support, healthy choices, and civic engagement. This coalition helps facilitate community assessments to provide data on youth development and identify areas for improvement. This Division also provides support to the community through resources for parents and families. This includes a Parent Speaker Series, Affinity Groups and Events, and outreach to underserved populations.

In its ten years of Drug-Free Communities Grant funding, the BEACON Coalition proved the effectiveness of youth substance use prevention through a positive youth development framework. Because of this success, surrounding communities were interested in partnering together. Further, funding through state and private channels for substance use prevention have moved to a regional approach. This approach acknowledges that youth do not just live within the mapped boundaries of a town and that partnering agencies serve multiple agencies. Because of its history of success and leadership in this area, the Division also oversees and administrates multiple regional grants that enable these partnerships and work to continue, while focusing on our City.

Funding Sources

This division receives support for staff and facility overhead through the City's Operating budget. The youth center is partially funded through user fees, as participants pay annual memberships to use the drop-in center. Much of this department's work is funded by grants, including state and private funding. The division also receives some gifts and donations to support certain initiatives and programs.

Resources Needed

This division has full time positions for an Associate Director of Youth Programs as well as an Associate Director of Prevention Partnerships, which is mostly grant funded. There is also an activity coordinator, a support coordinator, and the Learning and Enrichment Center Coordinator, which is split with the Newburyport Public Schools. The division receives further support from the office manager and the Director. This work also requires space for the youth center, and for all the prevention and youth development programming.

Benefits to the Community

The City has benefited from the services provided by the existing structure for nearly two decades and we believe this new organizational plan will only strengthen and broaden the reach.

In the past, the City has had recreational and enrichment programming taking place from a number of City departments. This consolidation of recreation in one department will create simplicity for residents, and all programs will be accessible through one scheduling and reservation platform.

The expansion to adult recreation will increase opportunities for multi-generational programming and we expect strong coordination with the Council on Aging and others to provide programming that meets all ages. This department is also committed to meeting the needs of underserved populations, which helps fulfill the Mayor's strategic plan goal of improving the accessibility of City services.

We also believe residents benefit from this plan with a fee structure that keeps program costs an affordable choice, including access to those with financial hardship and while also generating funds to pay for full time staff.

This departmental establishment aims to clarify the role of Recreation and Youth Services and shows which supports and services youth and families can anticipate receiving from the Department.

Ordinance Changes

This document is required to list any ordinances that need to change based on accepting this order. We have identified three such ordinances.

1. Sec. 2-394. - Departmental revolving funds
This section of the code lists the Director of Youth Services as the person responsible for the Recreational Services revolving account. This title may change with the incorporation of this Order, and that may need to be updated.
2. Sec. 2-34. - Responsibilities of committee on community services
This section will need to be updated to say that the Committee has jurisdiction over the Department of Recreation and Youth Services, rather than Youth Services.

3. Zoning Ordinance of the City of Newburyport: Section XXXII. - BROWN SCHOOL OVERLAY DISTRICT

This section specifies scenarios with Newburyport Youth Services on and off-site. This may not need to be updated on its own as the intention of the language is clear.

Next Steps

This Order will be reviewed by the Council and will become effective in 60 days after introduction unless it is voted down by the Council. It would require a vote of 6 votes to confirm or reject the plan. At least one public hearing must be held on the proposal. The Administration looks forward to working with the Council to provide any information needed to advance this plan.

ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 28, 2023

AN AMENDMENT TO AN ORDINANCE TO ADD A NEW HANDICAPPED PARKING SPACE PURUSANT TO SECTION 179 OF CHAPTER 13 (TRAFFIC AND MOTOR VEHICLES) OF THE MUNICIPAL CODE

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

Chapter 13	Traffic and Motor Vehicles
Article 4	Specific Street Schedules
Division 6	Stopping, Standing and Parking
Section 13-179	Handicapped Zones

Amend Section 13-179 by inserting a new line, as follows, with deletions ~~double-stricken through~~, and additions double-underlined:

No person, without a duly authorized handicapped vehicle registration or placard, as described in M.G.L.A. c. 90, § 2 shall park a vehicle in any of the following described parking spaces as designated by signs and symbols:

<p><u>Market Street</u></p> <p><u>One (1) space on the west side located in front of 42 Market Street for a period of two years.</u></p>
--

ODNC00159_08_28_2023

2nd Reading

Councillor Heather L. Shand

In City Council August 28, 2023:

Motion to refer to Public Works & Safety by Councillor McCauley, seconded by Councillor Preston.

Roll call vote, 11 yes, motion passes.

COMMITTEE ITEMS

Committee Items – September 26, 2023

Budget & Finance

In Committee:

- TRAN00168_09_11_2023 North Jetty Side Dredge Proj \$11,319.00 to Boat Waste Pump Replace \$11,319.00
- ORDR00486_09_11_2023 Digital Signage Gift Acceptance \$967
- ORDR00487_09_11_2023 Lead Service Line Grant Acceptance \$207,800



CITY OF NEWBURYPORT FY 2024

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

TRANSFER/APPROPRIATION REQUEST

Department: Harbormaster Department

Submitted by: Harbormaster Paul Hogg

Date Submitted: 9/11/2023

Transfer From:

Account Name:	North Jetty Side Dredge Project	Balance:	\$ 84,064.62
Account Number:	4202-59600	Category:	\$ -
Amount:	\$11,319.00	Trans I/O:	\$ -

Why Funds Are Available:

The U.S. Army Corps of Engineers completed a dredge of the Merrimack River in April 2023. As part of this project, Newburyport appropriated \$104,900 to conduct a "side dredge" in the navigable area outside of the federal channel along the north jetty. Total design, engineering and permitting costs totaled \$41,671, of which \$20,835 was paid by the Town of Salisbury. In exchange for in-kind services provided by the City of Newburyport in support of the larger dredge project, the contractor Norfolk Dredging did not charge the City for the additional "side dredge." A surplus balance of \$84,065 is available for reappropriation.

Transfer To:

Account Name:	Boat Waste Pump Replacement	Balance:	\$ -
Account Number:	New Account	Category:	\$ -
Amount:	\$11,319.00	Trans I/O:	\$ -

Why Funds Are Needed:

In December 2022, the City received a grant of \$18,750 to replace the shoreside boat waste pump at Cashman Park. The grant is through the Massachusetts Clean Vessel Act (MA-CVA), which is funded by the U.S. Fish and Wildlife Service and administered by the MA Department of Fish & Game, Division of Marine Fisheries. The MA-CVA Program provides support to 97 participating public and private marinas in offering free pumpout services with 68 pumpout vessels and 73 shoreside stations. The total cost of the pump replacement is \$34,069 leaving a local share of \$15,319, of which Salisbury has committed \$4,000 and Newburyport's cost will be \$11,319. The Harbormaster has received three quotes and plans to replace the pump this fall.

Sean R. Reardon, Mayor:

Date: 9/5/2023

Ethan R. Manning, Auditor:

Date: 9/5/2023

City Council Action:

CITY OF NEWBURYPORT



IN CITY COUNCIL

September 11, 2023

ORDERED:

THAT, The CITY COUNCIL of the City of Newburyport accepts the following gifts and donations in accordance with M.G.L. Chapter 44, Section 53A:

- Donor:** Friends of the Newburyport Council on Aging
- Gift:** Mvix Xhibit Lite Digital Signage System with HDMI (Value: \$667) and LED Screen (Value: \$300)
- Purpose:** Digital signage will be used to convey information and wayfinding for events and programming at the Newburyport Senior/Community Center. The digital signage system comes with staff training for up to 20 users and there is no annual support fee. It will be installed and configured by Facilities/IT staff.

Councillor Sharif I. Zeid

In City Council September 11, 2023:

Motion to collectively refer ORDR00486_09_11_2023 and ORDR00487_09_11_2023 to Budget & Finance by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

September 11, 2023

THAT, The CITY COUNCIL of the City of Newburyport accepts the following grant in accordance with M.G.L. Chapter 44, Section 53A:

- Grantor:** Commonwealth of Massachusetts
- Agency:** Massachusetts Department of Environmental Protection
Division of Municipal Services
- Program:** [Lead Service Line Planning Program](#)
- Amount:** \$207,800.00
- Purpose:** *Lead Service Line Inventory and Replacement Plan* – The project will consist of preliminary records screening, including review of record drawings and capital improvement/master plans, as well as digitization of record drawings valve/tie cards into the existing GIS system. Coordination with the Merrimack Valley Planning Commission to develop protocols for updating the systems GIS and maps. A technical memorandum of findings from the records screening and mapping will prepared.

Councillor Sharif I. Zeid

In City Council September 11, 2023:

Motion to collectively refer ORDR00486_09_11_2023 and ORDR00487_09_11_2023 to Budget & Finance by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.

Committee Items – September 26, 2023

Community Services

In Committee:

- COMM00503_09_11_2023 Extension of Acting Head Librarian Appointment



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2023 SEP -5 A 9:20

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

September 5, 2023

Dear Clerk Jones,

On June 7, 2023, I designated Jessica Atherton Acting Head Librarian of the Newburyport Public Library, effective June 8. Section 3-5 of the City Charter provides for a 90 day acting appointment, which may be extended twice for 30 days. Today I am executing the first 30-day extension, effective September 6, 2023. Jessica Atherton will perform the duties of the office of Head Librarian on a temporary basis until the office can be filled by the selection of the Library Board of Directors. I certify that Ms. Atherton is qualified to perform the duties which will be required and that I make this designation solely in the interests of the City of Newburyport.

The search committee assembled by the Library Board of Directors is reviewing candidates now and identifying finalists who will be interviewed by the full Board. The Board will then select a Head Librarian to fill the position.

Respectfully,

Sean R. Reardon
Mayor

Committee Items – September 26, 2023

Licenses & Permits

In Committee:

- APPL00158_09_11_2023 Block Party - Hancock Street 9/30 2pm



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2023 SEP -5 A 10: 44

CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

BLOCK PARTY APPLICATION

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

DATE OF REQUEST:	Wednesday, August 30, 2023
<u>CONTACT INFORMATION</u>	
FIRST AND LAST NAMES:	James G. Cullen; Rachel Heffernan
MAILING ADDRESS:	5 Hancock Street; 2 Hancock Street
PHONE NUMBER:	(978) 500-0863; (978) 420-8032
E-MAIL ADDRESS:	jgcullem@icloud.com; rachael.heffernan@gmail.com
<u>BLOCK PARTY INFORMATION</u>	
BLOCK PARTY DATE:	Saturday, September 30, 2023
DESIRED STREET CLOSING LOCATION:	Hancock Street from Bromfield Street to the Rail Trail
Please indicate cross streets when requesting the closing of street sections	
STREET TO BE BARRICADED:	Hancock Street
DESIRED STREET CLOSING TIME:	2 pm EST
Block Parties should run no later than 10:00 p.m.	

REGULATIONS

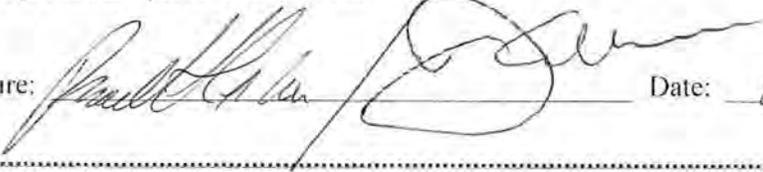
By signing, I agree that I am a legal adult 18 years of age or older and understand this permit does not release me of any liability for damages that may result from the conducting of this Block Party. Further, I agree to comply with all requirements listed below:

I understand that applications for block party permits may take up to four (4) weeks to process.

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

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

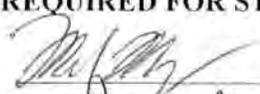
1. All residents living on the street or block for which the party is planned request the block party, or have been contacted and do not object to the Block Party.
2. To be responsible for placement, maintenance and removal of barricades.
3. A block party permit does not allow the sale of alcohol or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

Applicant signature:  Date: 8/29/23 8/29/2023

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

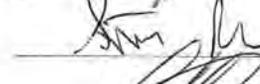
CITY MARSHALL

4 Green Street

 8/31/23

FIRE CHIEF

0 Greenleaf Street

 9/1/23

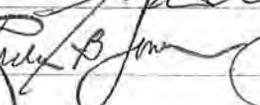
DEPUTY DIRECTOR

16A Perry Way

 9/5/23

CITY CLERK

60 Pleasant Street

 9/5/23

City use only:

Approved _____ Denied _____ Date _____