

CITY COUNCIL MEETING

AGENDA

October 16, 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

- COMM00509_10_16_2023 STRU Letter from Newburyport Homeowners Group (R&F)
- ORDR00501_10_16_2023 Resolution on Israeli - Hamas Conflict
- ORDR00502_10_16_2023 Grant Acceptance Form Municipal Road Safety Grant

5. PUBLIC COMMENT

6. MAYOR'S COMMENT

CONSENT AGENDA

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

7. APPROVAL OF MINUTES

- September 26, 2023 (Approve)

8. COMMUNICATIONS

- COMM00507_10_16_2023 Donna Holaday Appt. to the Whittier Regional Vo-Tech School Committee (R&F)
- COMM00508_10_16_2023 2nd 30 day Extension of Acting Head Librarian Appointment (CS)
- APPL00163_10_16_2023 Bar 25 Planters Request (L&P)

9. TRANSFERS

- TRAN00170_10_16_2023 Mayor's Office: Paid Parking Fund \$12,5000 to HWY Portable Restrooms \$12,500 (B&F)

10. APPOINTMENTS

- APPT00436_10_16_2023 Sarah Landry 462 South Main St. Nashua, NH Dir. COA 11/1/2026 (CS)

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

BUDGET & FINANCE

- TRAN00169_09_26_2023 Mayor's Office: Parklet Maint. Fund \$10K to HWY Downtown Parklets \$10K
- ORDR00491_09_26_2023 Port Parks Alliance Gift Acceptance \$2425.00
- ORDR00492_09_26_2023 FY2024 Supplemental Budget (COTW)
- ORDR00493_09_26_2023 Local Acceptance of Prudent Investor Rule for Trust Funds

COMMUNITY SERVICES

- 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

LICENSES & PERMITS

- APPL00159_09_26_2023 Movable sign application Grand Trunk at Center St. & Water St.
- APPL00160_09_26_2023 Movable sign application Grand Trunk at Liberty St. & State St.
- APPL00161_09_26_2023 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

PLANNING & DEVELOPMENT

- ORDR00490_09_26_2023 State Planning Assistance Grant for Storey Ave. & Low St.
- ODNC00160_08_28_2023 Zoning Amendment Business Park Indoor Outdoor Rec (COTW)

END OF CONSENT AGENDA

REGULAR AGENDA

9. MAYOR'S UPDATE

10. FIRST READING APPOINTMENTS

11. COMMUNICATIONS

12. TRANSFERS

13. SECOND READING APPOINTMENTS

- APPT00435_09_26_2023 Janet N. Collett 16 Woodland St. Cultural Council 10/01/2026

14. ORDERS

- ORDR00498_10_16_2023 Gift Acceptance Friends of NBPT Trees \$17,000
- ORDR00499_10_16_2023 Grant Acceptance LSTA \$20,000
- ORDR00500_10_16_2023 Approval to Pay Prior Year Bills

15. ORDINANCES

- ODNC00161_10_16_2023 Pleasant Street 15 min parking space
- ODNC00162_10_16_2023 Amended Parking Restrictions on Toppans Lane
- ODNC00163_10_16_2023 Federal St. HP Space

16. COMMITTEE ITEMS

Budget & Finance

In Committee:

- TRAN00169_09_26_2023 **Mayor's Office: Parklet Maint. Fund \$10K to HWY Downtown Parklets \$10K**
- ORDR00491_09_26_2023 **Port Parks Alliance Gift Acceptance \$2425.00**
- ORDR00492_09_26_2023 **FY2024 Supplemental Budget (COTW)**
- ORDR00493_09_26_2023 **Local Acceptance of Prudent Investor Rule for Trust Funds**
- 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:

- 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**
- 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)
- ORDR00497_09_26_2023 Sponsorship of an Administrative Order to create Recreation & Yth Ser. Dept.

General Government

In Committee:

- COMM00461_02_27_2023 Brown School Gymnasium Considerations (COTW)
- COMM00468_03_13_2023 Brown School Proposal (COTW)
- COMM00506_09_26_2023 Memo Brown School EOIs (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:

- APPL00159 09 26 2023 **Movable sign application Grand Trunk at Center St. & Water St.**
- APPL00160 09 26 2023 **Movable sign application Grand Trunk at Liberty St. & State St.**
- APPL00161 09 26 2023 **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**

Planning & Development

In Committee:

- ORDR00490 09 26 2023 **State Planning Assistance Grant for Storey Ave. & Low St.**
- ODNC00160 08 28 2023 **Zoning Amendment Business Park Indoor Outdoor Rec (COTW)**
- 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)

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

October 12, 2023

Newburyport City Council
City Hall, City Council Chambers
60 Pleasant Street
Newburyport, MA 01950

Dear City Council Members:

We address you today as the Newburyport Homeowners Group, NHG. The primary goal of the NHG was, and continues to be, to collaborate with all interested parties on the drafting of rational and equitable legislation regarding the administration of Short-Term Rentals in the City of Newburyport. Unfortunately, rather than rely on a data driven methodology to address any potential issues created by Short Term Rentals as has been recommended ad nauseam by STRU owners, the Council has instead chosen to anchor its argument against STRU's on anecdotal rhetoric and simple misinformation.

This being said, we were encouraged by the tone struck in the meeting of September 21st, as there were hints of a shift towards rational and constructive discussion. Unfortunately, the tone of the last meeting did not offer much encouragement, with talk of 'amnesty', a special permitting process, and a 3 year operating window for so called 'investment' units. Particularly short-sighted and inappropriate is the mention of 'amnesty', which implies STRU owners are doing something wrong or illegal. Will the City also be granted 'amnesty' to continue to accept taxes from short term rentals?

We now have no choice but to accept the fact that the Council is not interested in a rational discussion, and more interested in passing an ordinance that they simply think can get passed for reasons that remain unclear. A frequent argument to ban STRUs involves a particularly raucous party that took place on Boardman St. some time ago. Illegal activity was involved and the authorities were called. The owners of the property had vacated the house for 2 weeks or more and decided to rent the property in their absence. There's only one problem: The current proposed ordinance ALLOWS for this type of absentee renting. This is just one of many shortcomings and inconsistencies present in the proposed ordinance.

We are informally, at this point, asking all Councilors who own investment property in NBPT, or who have gone on record stating that they plan to rent rooms in their home on a short-term basis, to recuse themselves from voting on any ordinance concerning the administration of Short Term Rentals. Passing of the ordinance may result in some owners being forced to sell their properties; the undisputed economic fact is that the potential removal of even a single unit of rental stock (be it STRU or otherwise) from the current inventory in NBPT represents a potential competitive advantage for any remaining rental unit and its owner(s). We further note

the striking preferential treatment and competitive advantage afforded to Plum Island in the proposed ordinance and request that any councilor with a constituency or political interest of any kind in Plum Island also recuse themselves from such a vote. The City Solicitor's opinion that different zones can have different rules is certainly valid, but an opinion is very far from a declaration of legality: only a court can make that determination on this issue, as well as issues concerning conflict of interest and personal liability.

Additionally, we direct the Council's attention to *City of Quincy v. Liao*, Norfolk Superior Ct. No. 2382-CV-432 (September 8, 2023), particularly the Superior Court's decision to deny the City of Quincy's motion for relief. We will leave it to the Councilors and the City solicitor to interpret the implications of this ruling.

Finally, we would have preferred to approach this from a different angle, but feel we have no choice at this point as we have exhausted almost all options. Should the Council wish to discuss a more rational and equitable policy the Group is more than willing to collaborate, particularly concerning the grandfathering of investor-owned units and the expiration of the STRU option upon sale. Such a policy ensures the eventual elimination of all mainland 'investor' STRUs.

Sincerely,

Newburyport Homeowners Group

Jo Ann Clemens

Tim Smith

Sam & Michelle Kimball

Theresa DiPiro

Math & Jenn Ainsworth

Steve & Kristen French

Lesli Suggs

Sean Bakhtiari

Keith Ablow

Lisa Freeman

Lucia Parker

Kevin Stromski

Kevin Stromski

Liann DiMare

Chris Petzy

Kelly Gray

Karen Anderson

Daniel Carlat

Michael DeMarco

Matt Daigle

Jake Cross

Michael Dionne

Tiffany Batholomew

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 16, 2023

RESOLUTION

Whereas: On Oct 7, 2023 Israel was subject to a surprise and unprovoked attack by Hamas who claim to have fired 5000 rockets from the Gaza strip, and

Whereas: The resulting violence has resulted in the killing and wounding of over 2500 people mostly civilian, the forceable abduction of hundreds of others, and an escalating situation every day this continues, and

Whereas: The attacking force has called for the elimination of Israel and its citizenry, and we know that an attack on Israel is a veiled attack on Jewish communities locally.

Therefore: We, the City Council of Newburyport, strongly and unequivocally condemn all acts of terror and violence against civilians and the State of Israel specifically. We stand for human rights, ask for international co-operation and the rule of law.

Therefore, We, the City Council of Newburyport, stand with Israel's right to self-defense, and we pray for the victims and their families that have been torn apart,

And furthermore, We, The City Council of Newburyport, strongly support the local Jewish community. We want them to feel reassured that we, as a community, understand the feelings of anxiety and isolation that this unsettling news brings. We will live up to our ideals of No Place for Hate and will take actions, as appropriate, to ensure the safety of the local Jewish community.

Respectfully Submitted on behalf of the City Councillors signed below.

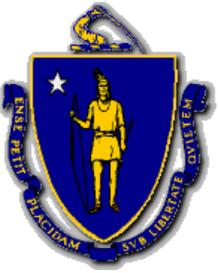
Councillor James J McCauley



CITY OF NEWBURYPORT
GRANT ACCEPTANCE FORM

Ordered, that, the City of Newburyport accepts the following grant in accordance with M.G.L. Chapter 44, Section 53A:

Date of Award:	10/16/2023	
City Department:	Police Department	
Staff Contact:	Lt. Richard Siemasko	
<i>Grant Overview</i>		
Grant Type:	State Grant - Federal Pass-Through	
Funding Agency:	Executive Office of Public Safety and Security (EOPSS) https://www.mass.gov/orgs/executive-office-of-public-safety-and-security	
Program Name:	Municipal Road Safety (MRS) Grant Program https://www.mass.gov/info-details/municipal-road-safety-mrs-grant-program	
Project Name:	N/A	
Project Description:	<p>This grant program makes federal (National Highway Traffic Safety Administration) funds available to provide police departments substantial flexibility in addressing local traffic safety issues, allowing funding beyond enforcement to include equipment options and developing novel traffic-safety programs. The goal is to support traditional enforcement activities and develop new strategies to reduce roadway crashes, injuries, fatalities, and associated economic losses in Massachusetts. Newburyport funds to be used to purchase and install radar speed signs.</p>	
Award Amount:	\$7,152.96	
Payment Method:	Cost Reimbursement	
Length of Grant:	Approx. 11 months	
Start Date:	Upon execution of grant agreement	
End Date:	9/15/2024	
Award Acceptance Deadline:	10/30/2023	<input type="checkbox"/> N/A
<i>Local Match/Required Resources</i>		
Local Match (City Funds):	N/A	
Local Match (In-Kind):	N/A	
Resources Required When Grant Program Ends:	N/A	
<i>For Office Use Only</i>		
City Council Packet Date:	10/16/2023	
Emergency Measure?	<input checked="" type="checkbox"/> Yes, so that the grant can be accepted prior to the 10/30/2023 deadline.	<input type="checkbox"/> No



The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Office of Grants and Research

35 Braintree Hill Office Park
Braintree, MA 02184

Tel: (617) 725-3301
Fax: (617) 725-0260

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

TERRENCE M. REIDY
Secretary

KEVIN STANTON
Executive Director

October 16, 2023

City Marshal Mark Murray
Newburyport Police Department
4 Green Street
Newburyport, Ma 01950

Dear City Marshal Murray,

I am pleased to inform you that the **Newburyport Police Department** has been awarded **\$7,152.96** for its ***Municipal Road Safety Program***. The funding for this project was made possible by the National Highway Traffic Safety Administration.

All the necessary documents, including the Standard Contract Form, are enclosed. Please note your official start date will be the date that your returned contract is signed and dated by OGR. Costs incurred prior to the date the contract is fully executed by OGR will not be eligible for reimbursement.

If you or your staff have any questions, please feel free to contact Ms. Kerrie Mahoney, Program Coordinator, at kerrie.l.mahoney@mass.gov or 781-535-0066.

Congratulations on your award and we look forward to working with your department to improve traffic safety in Massachusetts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Stanton".

Kevin J. Stanton
Executive Director

Enclosure

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town/City of Newburyport Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 60 Pleasant St, Newburyport, Ma 01950		Business Mailing Address: 35 Braintree Hill Office Park, Suite 302, Braintree, MA 02184	
Contract Manager: Richard Siemasko	Phone: (978) 462-4411	Billing Address (if different):	
E-Mail: rsiemasko@newburyportpolice.com	Fax:	Contract Manager: Denise Brown	Phone: 781-535-0069
Contractor Vendor Code: VC6000192119		E-Mail: Denise.M.Brown@mass.gov	Fax: 617-725-0260
Vendor Code Address ID (e.g. "AD001"): AD001____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2024MRSPNEWBURYPORTX RFR/Procurement or Other ID Number: BD-23-1044-EPS11-10440-89300	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). _____ \$7,152.96_____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD: Payment issued within 15 days ___% PPD: Payment issued within 20 days ___% PPD: Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A): <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FFY2024 – Municipal Road Safety Program PT-24-05-102 F402BIL/80000402- \$7,152.96 Assistance Listing# 20.600			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>9/15</u> , 2024____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)	
Print Name: _____		Print Name: <u>Kevin J. Stanton</u>	
Print Title: _____		Print Title: <u>Executive Director, Office of Grants & Research</u>	

CONSENT AGENDA

CITY COUNCIL MEETING

MINUTES

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

Remembering George Roaf, Pat Marsh, and Peter DeMaranville.

2. PLEDGE OF ALLEGIANCE

3. CALL TO ORDER

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

7:15 pm Councillor Cameron is present.

4. LATE FILE

- APPL00161_09_26_2023 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
- APPL00162_09_26_2023 Indigenous People's Day 10/7 10am-5pm Metzy's Food Truck on Merrimac St.
Motion to waive the rules and accept the late files by Councillor Zeid, seconded by Councillor Lane. Roll call vote. 10 yes, 1 absent. Motion passes.

5. PUBLIC COMMENT

Owen Smith, 175 Storey Ave.
Kristine Mapica, 7 Boardman St.
Judy Tymon, 39 Lime St.
Nancy Peace, 23 Pleasant St.
Virginia Rizzo 21 Munroe St.
Jane Snow, 9 Coffin St.

6. MAYOR'S COMMENT

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- September 11, 2023 (Approve)

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- 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

COMM00506_09_26_2023 removed at the request of Councillor Zeid.
Motion to approve by Councillor Zeid, seconded by Councillor Lane. Roll call vote. 10 yes, 1 absent. Motion passes.

REGULAR AGENDA

9. MAYOR'S UPDATE

Motion to receive and file by Councillor Zeid, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.

10. FIRST READING APPOINTMENTS

11. COMMUNICATIONS

- APPL00161_09_26_2023 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

Motion to refer to License & Permits by Councillor Zeid, seconded by Councillor Lane. Motion withdrawn. Motion to waive the rules and declare an emergency by Councillor Vogel, seconded by Councillor Preston. Roll call vote. 7 yes, 3 no, 1 absent. Motion fails. Motion to refer to License & Permits by Councillor McCauley, seconded by Councillor Lane. Roll call vote. 10 yes, 1 absent. Motion passes.

- APPL00162_09_26_2023 Indigenous People's Day 10/7 10am-5pm Metzy's Food Truck on Merrimac St.
Motion to waive the rules, declare an emergency, and approve by Councillor Vogel, seconded by Councillor Preston. Friendly amendment by Councillor McCauley that the applicant furnishes the approval of the Health Dept. and any/all approvals necessary for this event. Roll call vote. 10 yes, 1 absent. Motion passes.

- COMM00506_09_26_2023 Memo Brown School EOIs
Motion to refer to General Government and COTW by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 10 yes, 1 absent. Motion passes.

12. TRANSFERS

13. SECOND READING APPOINTMENTS

14. ORDERS

- **ORDR00489_09_11_2023** Temporary Parking Plan

Moved to a date certain 9/26/2023

Motion to approve by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 10 yes, 1 absent. Motion passes.

- **ORDR00490_09_26_2023** State Planning Assistance Grant for Storey Ave. & Low St.
Motion to collectively refer ORDR00490 to Planning & Development, ORDR00491, ORDR00493, to Budget & Finance, ORDR00492 Budget & Finance and COTW, ORDR00494, ORDR00495, ORDR00496 to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.

- **ORDR00491_09_26_2023** Port Parks Alliance Gift Acceptance \$2425.00
Motion to collectively refer ORDR00490 to Planning & Development, ORDR00491, ORDR00493, to Budget & Finance, ORDR00492 Budget & Finance and COTW, ORDR00494, ORDR00495, ORDR00496 to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.

- **ORDR00492_09_26_2023** FY2024 Supplemental Budget
Motion to collectively refer ORDR00490 to Planning & Development, ORDR00491, ORDR00493, to Budget & Finance, ORDR00492 Budget & Finance and COTW, ORDR00494, ORDR00495, ORDR00496 to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.

- **ORDR00493_09_26_2023** Local Acceptance of Prudent Investor Rule for Trust Funds
Motion to collectively refer ORDR00490 to Planning & Development, ORDR00491, ORDR00493, to Budget & Finance, ORDR00492 Budget & Finance and COTW, ORDR00494, ORDR00495, ORDR00496 to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.

- **ORDR00494_09_26_2023** 'Spring Awakening' Sculpture Gift Acceptance
Motion to collectively refer ORDR00490 to Planning & Development, ORDR00491, ORDR00493, to Budget & Finance, ORDR00492 Budget & Finance and COTW, ORDR00494, ORDR00495, ORDR00496 to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.

- **ORDR00495_09_26_2023** 'Rabbit Man' Sculpture Gift Acceptance
Motion to collectively refer ORDR00490 to Planning & Development, ORDR00491, ORDR00493, to Budget & Finance, ORDR00492 Budget & Finance and COTW, ORDR00494, ORDR00495, ORDR00496 to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.

- **ORDR00496_09_26_2023** Constellation NewEnergy Contract
Motion to collectively refer ORDR00490 to Planning & Development, ORDR00491, ORDR00493, to Budget & Finance, ORDR00492 Budget & Finance and COTW, ORDR00494, ORDR00495, ORDR00496 to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.

- **ORDR00497_09_26_2023** Sponsorship of an Administrative Order to create Recreation & Youth Services Department
Motion to refer to Community Services & COTW by Councillor McCauley, seconded by Councillor Khan. Roll call vote. 10 yes, 1 absent. Motion passes.

15. ORDINANCES

- **ODNC00159_08_28_2023** *2nd Reading* Handicapped Space - 42 Market St
Motion to approve on second reading by Councillor McCauley, seconded by Councillor Wright. Roll call vote. 10 yes, 1 absent. Motion passes.

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**

Motion to approve by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent. Motion passes.

- **ORDR00486_09_11_2023** **Digital Signage Gift Acceptance \$967**
Motion to approve by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 10 yes, 1 absent. Motion passes.

- **ORDR00487_09_11_2023** **Lead Service Line Grant Acceptance \$207,800**
Motion to approve by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 10 yes, 1 absent. 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:

- **COMM00503_09_11_2023** **Extension of Acting Head Librarian Appointment**
Motion to approve McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. 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
- 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**
Motion to approve by Councillor Vogel, seconded by Councillor Zeid. Councillor Cameron recused. Roll call vote. 9 yes, 1 recused, 1 absent. Motion passes.

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 Jaroncyk 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

Councillor Zeid spoke to upcoming timelines and deadlines required.

18. ADJOURNMENT

Motion to adjourn at 8:29 pm by Councillor Wright, seconded by Councillor Shand. Roll call vote. 10 yes, 1 absent. Motion passes.

COMMUNICATIONS



NEWBURYPORT PUBLIC SCHOOLS

70 LOW STREET

NEWBURYPORT, MASSACHUSETTS 01950-4086

OFFICE OF THE SUPERINTENDENT
SEAN T. GALLAGHER, SUPERINTENDENT

TELEPHONE 978.465.4456
FAX 978.462.3495

October 4, 2023

Maureen Lynch, Superintendent
Whittier Regional Vocational School
115 Amesbury Line Road
Haverhill, MA 01830

Dear Maureen:

It is my pleasure to inform you that on October 2, 2023 the Newburyport School Committee voted to appoint Donna Holaday as a Newburyport representative to the Whittier Regional Vo-Tech School Committee until March 31, 2024 to fill the remaining term left by Joseph Haberland. Ms. Holaday can be reached via email at donnadholaday@gmail.com or via phone at 978-239-6116.

Please feel free to contact me at 978-465-4456 if you have any questions or if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "S. T. Gallagher".

Sean T. Gallagher
Superintendent of Schools

cc. Mayor Sean Reardon
Heather Shand, City Council President
Richard Jones, City Clerk
Donna Holaday



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2023 OCT -5 P 1:29

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

October 5, 2023

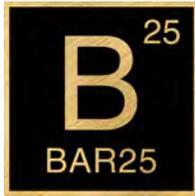
Dear Clerk Jones,

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. I then executed the first extension, effective September 6, 2023. Today I am executing the second 30-day extension, effective October 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 will be bringing finalists to the full Board shortly for consideration, and the Board will then select a Head Librarian to fill the position.

Respectfully,

Sean R. Reardon
Mayor



Dear Mr. Jones,

I am writing to formally request that Bar25 be granted permission by the city of Newburyport to keep our planters in place against the building during the fall and winter seasons. Currently, we are burdened with excessive costs associated with storing these planters during the off-season, as well as arranging for their setup and pickup. Over the past three seasons, we have paid approximately \$10,000 per season for these services.

It is important to note that we pay the same outdoor dining fees as other restaurants using parklets in the area, yet we are not provided with the same level of support by the city. Unlike other establishments, whose parklet storage is managed by the city, we are required to bear the additional expenses of setting up and dismantling our patio. Additionally, it appears that the city even covers the costs of flowers for these establishments.

We believe this lack of parity is unjust, as we are already contributing the same amount as other restaurants. Our proposed solution is to neatly stack the planters against the building, ensuring that they do not impede snow removal or pose any tripping hazards. Furthermore, we are committed to maintaining the aesthetic standards of downtown Newburyport by planting seasonal floral arrangements in these planters at our own cost.

For your reference, I have attached an illustration of our proposal. Should there be any inquiries or concerns, please do not hesitate to contact me at your convenience. We sincerely appreciate your consideration of this matter.

Best regards,
Reza Rahmani



TRANSFERS



CITY OF NEWBURYPORT FY 2024 TRANSFER/APPROPRIATION REQUEST

Department: Mayor's Office

Submitted by: Mayor Sean R. Reardon

Date Submitted: 10/16/2023

Transfer From:

Account Name:	RRFA - Paid Parking Fund	Balance:	\$ 1,013,213.00
Account Number:	2739-59610	Category:	\$ -
Amount:	\$12,500.00	Trans I/O:	\$ -

Why Funds Are Available:

This fund is a receipts reserved for appropriation account. Funding sources include parking meter collections, violations and permits generated from the Downtown Paid Parking Program. An updated financial projection for the paid parking system can be found at: <https://www.cityofnewburyport.com/financials>

Transfer To:

Account Name:	HWY Portable Restrooms	Balance:	\$ (5,575.00)
Account Number:	01421002-52702	Category:	\$ 410,535.03
Amount:	\$12,500.00	Trans I/O:	\$ -

Why Funds Are Needed:

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. The original budget was \$12,500. To cover the increased cleaning costs, an additional \$12,500 is requested.

Sean R. Reardon, Mayor:

Date: 10/10/2023.

Ethan R. Manning, Auditor:

Date: 10/10/2023

City Council Action:

2023 OCT 10 P 1:56

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

**APPOINTMENTS
FIRST READING**



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2023 OCT -5 P 6:14

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: October 16, 2023
Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as Director on the Council on Aging. This term will expire on November 1, 2026.

Sara Landry
462 South Main Street
Nashua, NH 03060

Sara Landry
462 South Main Street
Nashua, NH 03060
603-233-4180
Blandry603@comcast.net

Employment

Executive Director, Adult and Senior Programs: Hobbs Community Center Town of Pelham, NH

2011-present

- Directs, manages implements and evaluates adult and senior programs at the Hobbs Community Center. Creates marketing material and newsletters to update participants of upcoming and ongoing programs and events.
- Advocates for solutions to issues that affect aging adults, such as creating age friendly walking trails, safe and well-lit roadways, adequate and affordable housing, and coordination of care.
- Educates community members on issues facing older adults, by providing presentations and working with the master planning committee.
- Provides expertise and guidance to community, state, federal organizations and town departments.
- Oversees the daily operations at the Hobbs Community Center, coordinates space needs and manages staff as well as volunteers.
- Budget responsibilities to include the development and implementation of the program.
- Liaison to the Pelham Council on Aging
- Operational oversight of the senior bus to include scheduling, pre-qualifying riders, and dispatching drivers.
- Collects and analyzes data, creates biweekly for reports for the Board of Selectmen and Town Administrator on the needs of aging adults in the community. Presents to the BOS as needed.
- Collaboration with town departments, area businesses and organizations to support and expand program options for aging adults.
- Survey and evaluate member interest and needs culminating in program development.
- Facility management for the Hobbs Community Center and outdoor recreational spaces
- Manages multiple organizations that utilize the space at the Hobbs community center.

Director, Senior Center

Town of Londonderry, NH

2002-2011

- Created and opened the first town run senior center in Londonderry.
- Developed, managed, and directed programs at the senior center and the Senior Affairs Department for the Town of Londonderry
- Budget responsibility to include the development and implementation of the program.
- Managed fundraising activities
- Monthly reports to the Town Council and Town Manager on senior center activities and needs.
- Supervised staff and volunteers at the Senior Center.
- Provided information and assistance to town and area residents regarding social needs.
- Collaborated and supported the Elder Affairs Committee and area supportive services to increase and expand programs.

Outreach Coordinator

Senior Center, Town of Pepperell, MA

2000-2002

- Conducted outreach with individuals and families of seniors in the community.
- Created tailored health care plans based on the clients' needs, connected them to health care resources, and monitored their progress.
- Assisted with scheduling, reminders and transportation to assure attendance of medical appointments.
- Created educational programs to address the needs of aging adults in the Pepperell community.
- Tracked case development.
- Collaborated with agencies to facilitate linkage to the healthcare system and in-town senior programs.

Social Work Consultant: D'Youville Senior Care and Life Care Center

1999-2002

- Supported residents and families with ongoing adjustment to their new setting and level of care.
- Assisted with the opening of a new dementia care unit.
- Monitored and maintained caseloads during staff absences.

Case Manager- Huntington's Disease Program

Mediplex Health Care, Lowell, MA

1997 – 1999

- Worked with residents and families dealing with difficult and complex issues dealing with Huntington's Disease
- Managed care plans and worked with insurance companies and state agencies regarding payment and coverage.
- Provided education and resources to patients and families.

Director of Social Services

Apple Valley Continuing Care Facility, Ayer, MA

1992 – 1997

- Collaborated with the admissions department and interdisciplinary team to ensure a smooth admission process.
- Supported residents and families with ongoing adjustment to their new setting and level of care.
- Participated in discharge planning and the coordination of discharge plans.
- Developed and implemented care plans and resident assessments.
- Provided residents and families with education and support regarding aging, illness, coping and loss.
- Interviewed residents and/or family members, to obtain social history, and discussed end of life issues with knowledge of advanced directives.
- Detailed knowledge of community resources including VNA, Adult Day Programs, Assisted Living Communities, Senior Housing
- Managed, developed and coordinated caregiver support group.

Case Manager, Congregate Housing Coordinator and Managed Care Housing Coordination

Elder Services of the Merrimack Valley, Lawrence, MA

1989 – 1992

- Provided assessment and case management services for seniors living in the community who required home care assistance.
- Worked in a multidisciplinary team to include, private housing management team, VNA, home care services, and medical facilities to ensure a safe home environment in a congregate and apartment style setting

Education

Bachelor of Science- Psychology with a minor in Gerontology

Plymouth State College, Plymouth NH -1989- Cum laude

END OF CONSENT AGENDA

BEGINNING OF REGULAR AGENDA

**APPOINTMENTS
SECOND READING**

Second Reading Appointments

October 16, 2023

APPT00435_09_26_2023

Janet N. Collett

16 Woodland St.

Cultural Council

10/01/2026



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

ORDERS



CITY OF NEWBURYPORT
GIFT ACCEPTANCE FORM

Ordered, that, the City of Newburyport accepts the following grant in accordance with M.G.L. Chapter 44, Section 53A:

Date of Gift:	10/17/2023	
City Department:	Department of Public Services	
Staff Contact:	Mike Hennessey, Tree Warden	
<i>Gift Overview</i>		
Gift Type:	Monetary	
Donor:	Friends of Newburyport Trees https://www.fontrees.org/	
Purpose:	Planting and care for approximately 20 trees. Locations determined by the Tree Commission, including replacements for downed trees near 331 High Street and other targeted areas.	
Gift Amount:	\$17,000.00	
<i>For Office Use Only</i>		
City Council Packet Date:	10/16/2023	
Emergency Measure?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Councillor Sharif I. Zeid



CITY OF NEWBURYPORT GRANT ACCEPTANCE FORM

Ordered, that, the City of Newburyport accepts the following grant in accordance with M.G.L. Chapter 44, Section 53A:

Date of Award:	9/11/2023	
City Department:	Library	
Staff Contact:	Jessica Atherton, Acting Head Librarian	
<i>Grant Overview</i>		
Grant Type:	Federal Grant	
Funding Agency:	Institute of Museum and Library Services https://www.ims.gov/	
Program Name:	Library Services and Technology Act (LSTA) https://mbic.state.ma.us/programs-and-support/lsta/application-index.php	
Project Name:	Access for All <i>Assistance Listings Number 45.310 Grants to States Identifying Number Assigned by Federal Agency LS-253633-OLS-23</i>	
Project Description:	Newburyport Public Library's project builds on current accessibility initiatives in the library and will fund equipment and software to improve the daily lives of its visitors. Efforts will address the needs of individuals who are hard of hearing or deaf (hearing loop), people with low vision or blindness (visibility support), people with cognitive issues, and people experiencing issues with mobility (motorized scooter). This project will allow the library to offer accessible programs, collections, and spaces that are inclusive and welcoming, not just "compliant."	
Award Amount:	\$20,000.00	
Payment Method:	Upfront Payment	
Length of Grant:	1 year	
Start Date:	10/1/2023	
End Date:	10/31/2024	
Award Acceptance Deadline:	Award acceptance deadline	<input checked="" type="checkbox"/> N/A
<i>Local Match/Required Resources</i>		
Local Match (City Funds):	\$0	
Local Match (In-Kind):	staff time: ~300 hours (see spreadsheet), equipment/supplies: office supplies, office technology facilities: program room, children's room walls	
Resources Required When Grant Program Ends:	future budgetary impacts: none, capital needs: minimal, possible tech updates; additional staff: none, additional staff time required to learn the tech and maintain it	

<i>For Office Use Only</i>		
City Council Packet Date:	10/16/2023	
Emergency Measure?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Councillor Sharif I. Zeid

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 16, 2023

THAT the City Council of the City of Newburyport authorizes the payment of the following [prior year bills](#) in accordance with M.G.L. Chapter 44, Section 64:

Department	Vendor	Amount
Fire	McKesson	\$1,758.68
Police	Central Square Technologies	\$2,950.00
DPS-Water	US Ecology	\$720.00
DPS-Water	Cole-Parmer	\$97.03
DPS-Water	Weston & Sampson	\$1,950.00
DPS-Highway	Mayer Tree Service	\$6,469.00
DPS-Highway	Home Depot	\$31.88
DPS-Sewer	Allegiance Trucks	\$1,630.52
DPS-Sewer	T.W. Excavating	\$360.00
DPS-Sewer	Idexx	\$1,013.70
DPS-Sewer	Home Depot	\$213.07
DPS-Sewer	Northeast Water & Wastewater	\$250.00
DPS-Sewer	Amazon	\$183.83
DPS-Sewer	Evoqua	\$5,149.98
Total:		\$22,777.69

Councillor Sharif I. Zeid

ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 16, 2023

AN ORDINANCE TO ADD A 15 MINUTE PARKING SPACE IN DOWNTOWN

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

THAT Chapter 13 Article IV of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended to read as follows, with ~~deletions double-stricken and italicized~~, and additions double-underlined and italicized:

Sec. 13-176.2 – Same – Fifteen minutes.

No person shall park any vehicle for longer than fifteen minutes on the following described streets or parts thereof:

<i>Street</i>	<i>Extent</i>
<u><i>Pleasant Street</i></u>	<u><i>The first space on the southerly side of Pleasant Street at the intersection State Street and Pleasant Street</i></u>

Councillor Jennie L. Donahue

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 16, 2023

AN ORDINANCE TO LIMIT ON-STREET PARKING ON TOPPAANS LANE

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

THAT Chapter 13 Article IV of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended to read as follows, with ~~deletions double-stricken and in italicized~~, and additions *double-underlined and italicized*:

Sec. 13-168. - Parking limited—Generally.

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

Street	Zones
<u><i>Toppans Lane</i></u>	<u><i>East side of street, opposite Highland Avenue from the crosswalk to a point 45 feet south.</i></u>

Councillor James J. McCauley



Data Sources: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the City of Newburyport & MassGIS. MVPC AND THE CITY OF NEWBURYPORT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE CITY OF NEWBURYPORT AND MVPC DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION.



Legend					
Municipal Boundary	Roads	Interstate	Major Road	Local Road	Railroad

TOPPAN'S LANE & HIGHLAND AVE - CROSSWALK SAFETY ISSUES.
• PROPOSED NO PARKING RESTRICTION.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 16, 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:

Federal Street

One (1) space on the east side located in front of the between 57 feet and 77 feet south of Beck St (in the in front of 29 Federal St.). for a period of five years. Said space shall be so designated on Sundays only from 9 am to 1 pm

Councillor Sharif I. Zeid

COMMITTEE ITEMS

Committee Items – October 16, 2023

Budget & Finance

In Committee:

- TRAN00169_09_26_2023 Mayor's Office: Parklet Maintenance Fund \$10,000 to
HWY Downtown Parklets \$10,000
- ORDR00491_09_26_2023 Port Parks Alliance Gift Acceptance \$2425.00
- ORDR00492_09_26_2023 FY2024 Supplemental Budget (COTW)
- ORDR00493_09_26_2023 Local Acceptance of Prudent Investor Rule for Trust Funds



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2023 SEP 18 P 3:23

CITY OF NEWBURYPORT FY 2024

TRANSFER/APPROPRIATION REQUEST

Department: Mayor's Office
Submitted by: Mayor Sean R. Reardon **Date Submitted:** 9/26/2023

Transfer From:

Account Name:	Parklet Maintenance Fund	Balance:	\$ 42,433.90
Account Number:	8290-59600	Category:	\$ -
Amount:	\$10,000.00	Trans I/O:	\$ -

Why Funds Are Available:

The Parklet Maintenance Fund was established by ORDR00327_03_14_2022, to account for parklet permit fees that are charged for ongoing maintenance and operations of city parklets, as well as future replacement of said parklets. In accordance with MGL c. 40, §5B, all appropriations from the fund require a two-thirds vote of the City Council.

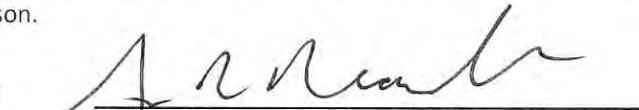
Transfer To:

Account Name:	HWY Downtown Parklets	Balance:	\$ -
Account Number:	01421002-52251	Category:	\$ 462,014.66
Amount:	\$10,000.00	Trans I/O:	\$ -

Why Funds Are Needed:

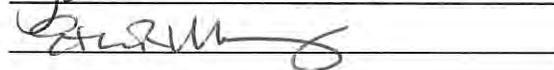
The downtown parklets were installed with funding from the MassDOT's Shared Streets and Spaces Grant. The grant covered the cost of the parklets, installation, as well as associated planters and signage. Grant funds have now been fully drawn down, and as such, an appropriation is needed to cover related costs going forward. An initial transfer of \$10,000 is requested. Attached are the current estimated annual costs and fees collected, based on the 2023 season.

Sean R. Reardon, Mayor:



Date: 9/18/2023

Ethan R. Manning, Auditor:



Date: 9/18/2023

City Council Action:

In City Council September 26, 2023:

Motion to approve by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent.
 Motion passes.

Parklets Estimated Costs & Fees (Based on 2023 season)

<u>Maintenance Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Total</u>
Parklet Pots (soil + 16 plants per pot)	40	\$142	\$5,680
Monthly Maintenance (watering every other day, replacements, pruning and fertilization)	6	\$1,200	\$7,200
Sub-Total Plantings			<u>\$12,880</u>
Parklet hardware / supplies (estimated)			\$1,500
Total Maintenance Costs			<u>\$14,380</u>
Permit Fees Collected			\$17,934
Less: Maintenance Costs			(\$14,380)
Difference			\$3,554

^ For long-term maintenance and replacement of parklets

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

In City Council September 26, 2023:

Motion to collectively refer ORDR00490 to Planning & Development, ORDR00491, ORDR00493, to Budget & Finance, ORDR00492 Budget & Finance and COTW, ORDR00494, ORDR00495, ORDR00496 to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.

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

In City Council September 26, 2023:

Motion to collectively refer ORDR00490 to Planning & Development, ORDR00491, ORDR00493, to Budget & Finance, ORDR00492 Budget & Finance and COTW, ORDR00494, ORDR00495, ORDR00496 to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.



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

In City Council September 26, 2023:

Motion to collectively refer ORDR00490 to Planning & Development, ORDR00491, ORDR00493, to Budget & Finance, ORDR00492 Budget & Finance and COTW, ORDR00494, ORDR00495, ORDR00496 to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.

Committee Items – October 16, 2023

Community Services

In Committee:

- 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

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

In City Council September 26, 2023:

Motion to collectively refer ORDR00490 to Planning & Development, ORDR00491, ORDR00493, to Budget & Finance, ORDR00492 Budget & Finance and COTW, ORDR00494, ORDR00495, ORDR00496 to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.

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)

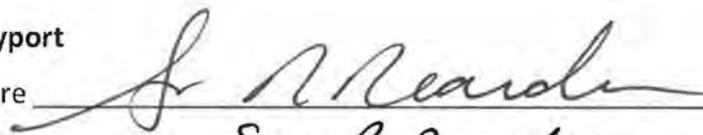
Theodore Boreta

Date

9-18-23

City of Newburyport

Mayor's signature



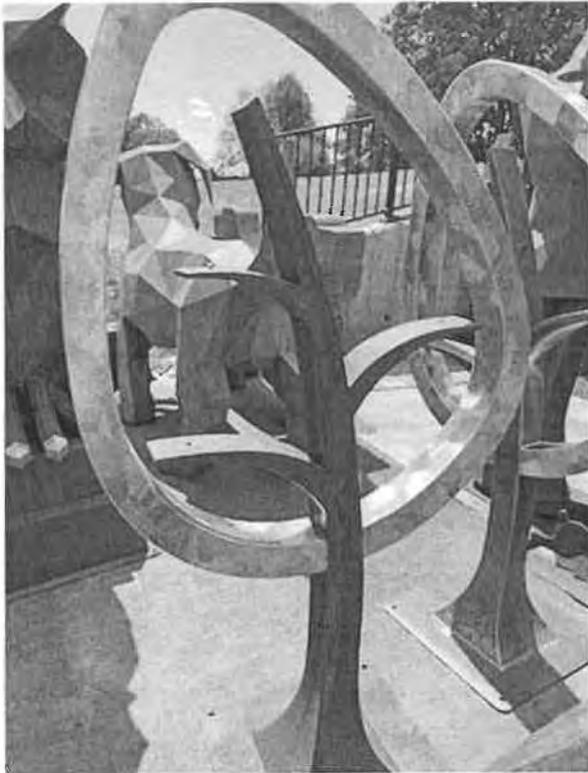
Name (print or type)

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

In City Council September 26, 2023:

Motion to collectively refer ORDR00490 to Planning & Development, ORDR00491, ORDR00493, to Budget & Finance, ORDR00492 Budget & Finance and COTW, ORDR00494, ORDR00495, ORDR00496 to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.

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)

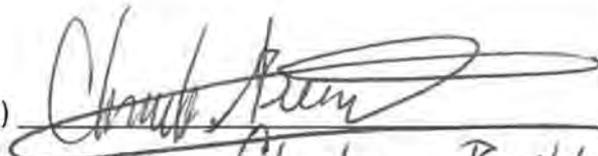
Name(s) (type or print)

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

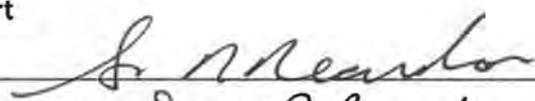
9-18-23

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

In City Council September 26, 2023:

Motion to collectively refer ORDR00490 to Planning & Development, ORDR00491, ORDR00493, to Budget & Finance, ORDR00492 Budget & Finance and COTW, ORDR00494, ORDR00495, ORDR00496 to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.

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.

"A"



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

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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.

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(18a,21b, 21B)

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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 care@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:
Title:
Date:

Name: Donna Holaday
Title:
Date: _____

Notice Address:
545 Boylston St.
Suite 700
Boston, MA 02116
Attention: Legal Department

Notice Address: 60 Pleasant St
Newburyport, MA 01950-2626
Attention:
Facsimile: 9784627936
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.

FOR INTERNAL USE ONLY

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 G519171.50858.0 Printed: 9/19/2023

Committee Items – October 16, 2023

Licenses & Permits

In Committee:

- APPL00159_09_26_2023 Movable sign application Grand Trunk at Center St. & Water St.
- APPL00160_09_26_2023 Movable sign application Grand Trunk at Liberty St. & State St.
- APPL00161_09_26_2023 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

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 be 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

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

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 Vehicles be required? 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 1 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.

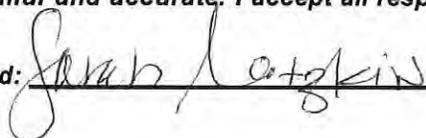
(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance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

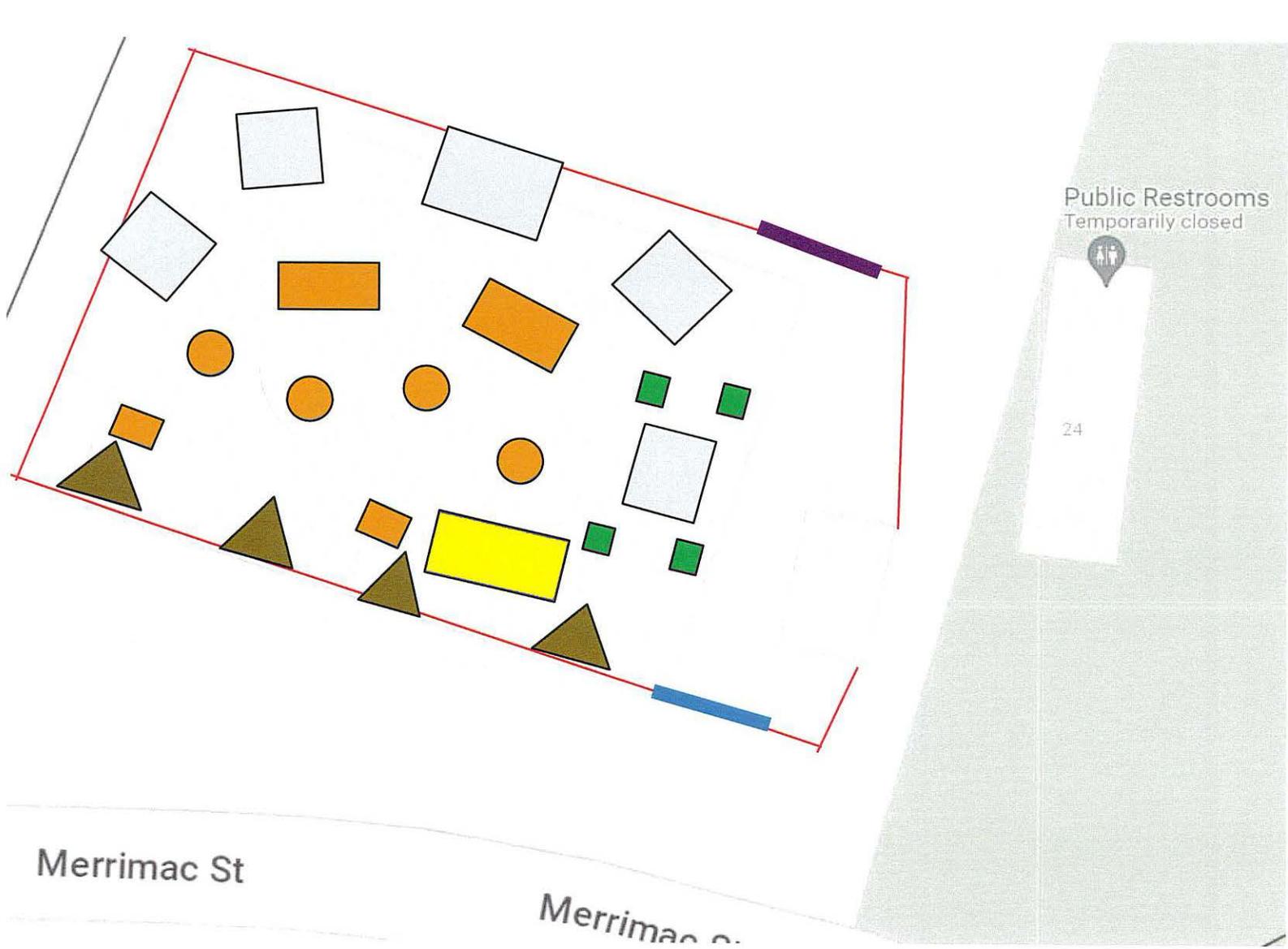
October 27th-29th – Rockport Brewing

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

Public Restrooms
Temporarily closed

24

Merrimac St

Merrimac St

Committee Items – October 16, 2023

Planning & Development

In Committee:

- ORDR00490_09_26_2023 State Planning Assistance Grant for Storey Ave. & Low St.
- ODNC00160_08_28_2023 Zoning Amendment Business Park Indoor Outdoor Rec (COTW)

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

In City Council September 26, 2023:

Motion to collectively refer ORDR00490 to Planning & Development, ORDR00491, ORDR00493, to Budget & Finance, ORDR00492 Budget & Finance and COTW, ORDR00494, ORDR00495, ORDR00496 to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent. Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

August 28, 2023

ORDERED:

A ZONING ORDINANCE AMENDMENT TO PERMIT INDOOR AND OUTDOOR RECREATIONAL USES IN A LIMITED PORTION OF THE NEWBURYPORT BUSINESS PARK

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

WHEREAS, The Newburyport City Council works to encourage indoor and outdoor and recreational activities for all residents in appropriate locations within the City; and

WHEREAS, there are currently limited areas within the City to provide for the development, creation or expansion of said indoor and outdoor recreational uses.

WHEREAS, a few similar uses already exist within a limited portion of the Newburyport Business Park (*more particularly along the corridor created by Graf Road and Parker Street*).

THEREFORE, LET IT BE ORDAINED THAT Sections V-D (Table of Use Regulations), VI-A (Dimensional Controls), and VII-B(Parking Requirements) be amended and revised, pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~stricken through and bold~~ and additions **double underlined and in bold** as follows:

Section V-D – Table of Use Regulations

USE	NUM	CON	HSR-A, HSR-B	R-1	R-2	R-3	B-1	B-2	B-3	I-1	I-1B	I-2	M	WMD	WMU
Outdoor Health and Recreational Facility (j)	305	NP	NP	NP	SP	NP	NP	NP	NP	<u>NP</u> <u>SP</u> <u>(k)</u>	<u>NP</u> <u>SP</u> <u>(k)</u>	NP	NP	NP	NP
Indoor Health and Recreational Facility (j)	406	NP	NP	NP	NP	SP	P	P	P	<u>NP</u> <u>SP</u> <u>(k)</u>	<u>NP</u> <u>SP</u> <u>(k)</u>	NP	NP	NP	SP(e)

Add a new footnote (k) as follows:

(k) Use permitted by Special Permit only on properties with frontage and vehicular access from Henry Graf Jr. Road, New Pasture Way and/or Parker Street (between the intersection with Henry Graf Jr. Road and easterly to Route One).

Section VI-A – General Regulations (Table of Dimensional Requirements)

Use	Num	District	Lot Area	Street Frontage	Height	% Lot Cov.	Open Space	Front	Side	Rear
Outdoor Health and Recreational Facility	305	R-2, I-1 , I-1B	196,020 (4.5 acres) 20,000 (within the I-1 and I-1B Districts)	200	30	30	NA	50	50	50
Indoor Health and Recreational Facility	406	B-1, I-1 , I-1B	20,000	90	35	30	NA	20	20	20
	406	B-2	10,000	60	40	100	NA	0	0	0
	406	B-3	20,000	90	40	60	NA	20	20	20
	406	WMU	10,000	60	40	30	NA	20	20	20

Section VII-B – Parking Requirements

USE	NUM	PARKING REQUIREMENT
Outdoor Health and Recreational Facility	305	1 per 1,000 sq ft of court or other game play area 1 per 300 sq ft of surface pool area Parking requirements shall be cumulative for all uses on the lot Note: In granting a Special Permit for this use, the Planning Board may increase these parking requirements, depending on the size and nature of proposed court or other game play areas.

USE	NUM	PARKING REQUIREMENT
Indoor Health and Recreational Facility	406	1 per 1,000 square ft of court area or other game play area 1 per 300 sq ft of other indoor recreational areas Parking requirements shall be cumulative for all uses on the lot <u>Note: In granting a Special Permit for this use, the Planning Board may increase these parking requirements, depending on the size and nature of proposed court or other game play areas.</u>

Councillor Heather L. Shand

Councillor James J. McCauley

Councillor Edward C. Cameron Jr.

In City Council August 28, 2023:

Motion to refer to Planning & Development and COTW by Councillor McCauley, seconded by Councillor Preston. Roll call vote, 11 yes, motion passes.