

**Newburyport Redevelopment Authority**  
**January 23, 2008**

Present: Nat Norton, Erford Fowler, Patty Dorfman, and Rick Taintor. Atty. Carol Powers was also present.

Absent: Tim Brennan

**Public Comment:**

Jay Harris was in attendance. He said that he submitted sketches to the board previously showing his ideas about the waterfront. He asked when the Cecil Group's recommendations were coming back. Mr. Norton told him they were due early February with hopes to present the concept ideas to the public at the end of February.

**Minutes:**

November 28 minutes (Mr. Taintor arrived) – Ms. Dorfman motioned to approve and Mr. Taintor seconded. All voted in favor.

January 2, 2008 minutes – Ms. Dorfman motioned to approve and Mr. Fowler seconded. They were unanimously approved.

**DEP Notice of Non-Compliance:**

An ACO has been agreed to with the DEP. Atty. Powers showed the DEP agent proposed changes and said that the general counsel's office refuses any changes to the template. She did negotiate to add a paragraph stating that the owners of the property were the NRA. Under 21E, redevelopment authorities have a safe haven saying that they don't have the obligations of a regular owner. Most took the properties under blight and eminent domain. All RAs must be actively trying to dispose of the property. When the notice was received the property was under agreement with Roger Foster. The dates have also been agreed upon with DEP and she will try to provide the least restrictive schedule. If not, they have the original schedule with later dates to submit.

Atty. Powers said that the NRA asked for a project manager b/c it's a volunteer board. Mr. Norton said was told that DEP doesn't have the staff to assign any particular person to any site. He said he would be the point person informally. She had also proposed that it should be contingent upon getting permission for accessing the Waterfront Trust site. Mr. Norton said that there was unencumbered access to the east lot where the contamination is. Mr. Norton also wanted to know what the repercussions would be if contamination was found adjacent to the site. Atty. Powers believed that this type of contamination wasn't the type to spread. Mr. Norton also said that since the water is brackish they wouldn't be accountable for where the contamination spread as there is no control over it. Mr. Taintor asked if another gas station was ever present near the site. Mr. Fowler said it was on the corner next to the west lot. He noted that it could become an issue if contamination was found there. Mr. Fowler guessed they closed around the 1960s.

Atty. Powers requested a formal vote on the ACO and said she would present Steve from DEP with the schedule with the furthest dates out. She also recommended meeting with the City Council once the LSP has a plan just to update them on the status. Mr. Taintor motioned to

approve signing on the contract with the further dates out as a preference with the other dates an alternative. Ms. Dorfman seconded and it was unanimously approved.

The NRA will now advertise an RFP to hire an LSP for the April 30, 2008 deadline to apply for a Tier II Extension. VHB will charge \$1,000 since they already did most of the background work. Mr. Norton said that the VHB contract could be extended to have them file the Tier II Extension and to write the RFP. He can also assist in hiring an LSP. Mr. Norton was unsure how much it would cost and said he only had a verbal quote for the \$1,000 to do the extension letter. The other tasks could also be priced out. He will bring it to the next meeting. Atty. Power recommended soliciting a proposal to ask VHB. Mr. Taintor motioned to allow the chair to solicit a proposal from VHB to prepare the Tier II Extension and the RFP for the Phase II Report. Ms. Dorfman seconded and all voted in favor.

Don at VHB told Mr. Norton about a site in Salem, MA that is publicly owned on the waterfront and they are hoping to develop into a park. They have an LSP to help them write an RFP. They have received a substantial amount of money to investigate. Don will follow up with additional details. The NRA should think about grant applications for the next funding round. They also have renewable energy grants that Salem was also using.

#### **Correspondence:**

Ms. Dorfman and Mr. Norton met with Rep. Costello to discuss the future funding of the park. Ms. Dorfman said that Rep. Costello is very passionate about Newburyport. He mentioned earmarking money through the Seaport Bond Bill. \$475K was just received to do the rail trail. A suggestion was that if all properties (including the Waterfront Trust land and the Custom House land) were combined and the land was turned over to DCR, it could allow the upkeep and maintenance of the park. It may sound farfetched but all ideas should be considered. Mr. Norton said he will get a package to the Representative once the plans and cost estimate are completed. Mr. Taintor also considered the idea of Plum Island, Salisbury, and the waterfront there could be some sort of shuttle or ferry service that is all tied together.

Mr. Taintor asked what would happen if the NRA dissolved in order to get an idea on how the DCR thing would factor in. Atty. Powers explained that the NRA cannot dissolve prior to the land being deeded off or disposed of. She said it was similar to a corporation and there is a built in perpetuity. The City Council previously thought it was a better idea to have a third party board and voted to deny the dissolution of the NRA.

Mr. Norton said that he met with Brendan O'Regan and Mayor Moak. He said that the reason for the meeting was to let the NRA know the cost that the City is spending on plowing the NRA lots. It was priced at about \$900 - \$1400 per storm. It was estimated to be \$7,000 to \$10,000 per year. Mr. Norton didn't question how it was estimated. He said they DPS is a revenue collecting agency. The City has also adopted an enterprise system to factor how much things cost. The City is concerned that they are plowing private property without any reimbursement. The Mayor suggested that from a legal standpoint, there should be some sort of in-kind contribution or something of some value. Mr. Norton said that the NRA is providing parking to the City and he suggested it was an in-kind contribution. He suggested drafting something recognizing that the City is plowing and the NRA is providing with parking. Mr. Taintor suggested providing a value to the parking spaces. Mr. Norton noted that everything else such as electricity and maintenance is being paid for. Mr. Norton said that he didn't get a sense that the

value of the parking was satisfactory. He suggested that the City not focus on plowing unused areas such as Cashman Park. The members discussed plowing. Atty. Powers suggested mentioning in the letter that the parking lot was opened at the request of the City and that use was made as an accommodation to the City. Many people have forgotten that it is private land and the fence could be erected at any point. The NRA is grateful for the plowing. Ms. Dorfman also suggested giving a value to the maintenance that the NRA puts towards the parking area. That can justify the expense of the City plowing. Atty. Powers also mentioned that the City pays for the NRA's liability insurance. She suggested being proactive and noted all those areas. Mr. Taintor also noted the annual cost of replacement parking. Parking will be reduced by about 40% and save them so many dollars. It may also be privately plowed. Ms. Dorfman will draft the letter for the next meeting.

**Annual Report:**

Mr. Norton said that he looked at last years and noted it was a very simple report. He said he would ask Mr. Brennan for the annual financials to do this fiscal year's report and submit it to the State.

**Treasurer's Report:**

Approval of the treasurer's report will be continued until Mr. Brennan is present.

An invoice from the Cecil Group was received. Mr. Norton was under the impression that no more money was owed. It is the second invoice for the additional work. These were for hours billed after the meeting. An additional \$342.05 is being billed. Mr. Taintor motioned to approve the amendment and Mr. Fowler seconded. It was approved unanimously.

A VHB invoice was received for \$1,213.65 for environmental services. Mr. Taintor motioned to approve and Mr. Fowler seconded. It was approved unanimously.

**Miscellaneous Discussions:**

Mr. Fowler suggested the stationary binoculars on the waterfront to generate money.

Mr. Taintor mentioned that he spoke with Atty. Jeff Ugino. He and Atty. Joel Bard are now dealing with an appeal of the NRA's denial. He didn't understand how the zoning refers to the Sign Book. He had never seen the sign review application for the NRA. The NRA may be involved in the future. Atty. Powers said she is stymied about the jurisdiction of the NRA. The NRA sign application also refers to properties that aren't in the Urban Renewal District.

The meeting adjourned at 8:46 pm

Sincerely,

Dianne Eppa, Note Taker