

NEWBURYPORT REDEVELOPMENT AUTHORITY

Meeting Minutes

August 25, 2010

7:00 P.M.

Attendance:

In Attendance: Patty Dorfman, James Shanley, Tim Brennan, John Morris(7:09), and Adam Guild

Attorney Carol Powers was also in attendance.

Public Comment:

There was no public comment.

Approval of Minutes:

Approval of the June 30, 2010 minutes will be continued to the September meeting.

Invoices

Jenwright Signs

Invoice for \$495.

Patty Dorfman made a motion to approve payment of the invoice for \$495.

Adam Guild seconded the motion.

Motion passed unanimously.

ND Landscaping

Invoice of \$2,620 for field maintenance and additional work.

John Morris made a motion to approve payment of the invoice for \$2,620.

Patty Dorfman seconded the motion.

Motion passed unanimously.

Standard Parking

Invoice for \$326 for validations. Mr. Shanley will find out what the bill is for before it is paid.

Review of Parking Agreement With the City

Attorney Powers incorporated all of the comments from the previous meeting into the draft of the agreement. Mr. Guild stated that it appears that the City will make a profit with the proposed agreement. He asked whether the whereas statement was written in such a way that the NRA has the right to revisit profit sharing after the two years agreement is over. Mr. Shanley read aloud portions of the written agreement.

Mr. Shanley counted 370 spaces in the lots. The City based their projections on 400+ spaces.

Revenue sharing would be in addition to the base payment in the agreement.

Mr. Shanley thinks that the NRA is getting a good deal with this agreement and that the City is going to be challenged to get as much paid parking as they calculated due to all of the free parking in the city.

Mr. Guild asked if any of the ND Landscaping regular maintenance could be pushed off to the City. Attorney Powers stated that the City is responsible for the lots and the NRA is responsible for any greenery maintenance.

Attorney Powers will send an updated copy of the agreement to Mr. Shanley, he will sign it and submit it to the City.

There is a red caravan that has been parked overnight in one of the lots. The signs now say that overnight parking is not allowed. A letter has not been sent to the owner yet. Discussion of how to handle these issues uniformly.

Mr. Shanley stated that he went and parked in the lots and paid. He asked the attendant if there was a short-term parking option. The attendant told him that he could pay half-price if he returned within an hour. However, the short-term parking information is not posted anywhere and Mr. Shanley thinks the NRA is losing money because of this. He showed the other board members photos of cars waiting to park elsewhere. It appears that once people saw the sign for paid parking, they turned around and left. Mr. Shanley suggested that the board put an A-frame sign up that advertises the discounted short-term parking.

Review of the East Row Condominium Parking Agreement

Lisa Mead, the applicant's attorney, stated that the land was originally owned by the NRA. East Row Condominiums has 18 spaces in their parking lot. They require 53, thus a provision was added that the NRA would provide 35 spaces until public parking was built within 300 feet of the East Row Condominiums. Attorney Mead would like the NRA to grant the parking rights right to the 35 parking spaces to the East Row Condominium Association. Attorney Powers responded by stating that condo owners have the same rights to the parking spaces as is granted to the public. The NRA has to provide a minimum of 35 parking spaces. Attorney Powers negotiated an agreement with East Row Condos that states that the NRA must provide a minimum of 35 spaces, it is only for motorized vehicles, and it is not free of charge. There is signage that shows that the spaces are designated for specific condos/exclusive rights to specific parking spaces. Attorney Powers will draft a letter to the condo association stating that the NRA reviewed the plans show that the parking spaces are on NRA property and are included in the 35 spaces available, and to please remove the existing exclusive use signs. Should the Condo Association have documentation proving otherwise, the NRA would be glad to see it.

Mr. Shanley will get an exact count of the parking spaces in question. Attorney Mead re-opened this issue and asked for the NRA to record the drafted agreement with the condo association. Attorney Powers would prefer not to record something such a document.

NYAJ Dumpster

Charlie Nichols, of the Waterfront Trust, approached Mr. Shanley about the dumpster that Not Your Average Joe's uses that is on the NRA's land. They feel that the dumpster is an issue and asked if the NRA would pay to make improvements and install plantings in that area. Mr.

Shanley obtained a quote of \$3000 for the maintenance and landscaping. The NRA does not get compensation for the use of that particular piece of the NRA property. Discussion of improving the area but also approaching NYAJ's about paying for the use of the property where the second dumpster is or having them pay the \$3000 to have the area improved and they can continue to use property free for another year. Attorney Powers suggested that lighting be installed in that area as well. Ms. Dorfman will speak to the NYAJ's management.

Other Business

All board members must sign a copy of the Open Meeting Law Guide and turn it into the Clerk's office. Mr. Brennan asked if the board is allowed to go into Executive Session when negotiating a contract. He expressed his feeling that the disagreements among NRA members expressed in front of the City representatives during the negotiation session on the parking agreement at the prior meeting might have had a negative effect on the NRA's negotiating strength and wondered whether the NRA even has the option to go into an executive session if it wants to to avoid a similar situation in the future. Attorney Powers initially noted that she does not believe that the topic of the negotiations was sensitive enough to justify going into Executive Session. Attorney Powers noted that it may be a positive that the City saw how rigorous the process was for the board and that the board was not totally in agreement. This may help the City to understand that the agreement was barely approved by the board. Ms. Dorfman read aloud from the Open Meeting Laws. One of the sections of the law read by Ms. Dorfman indicated that it was allowable to go into executive session for discussions related to the sale or lease of property. , felt . Attorney Powers will contact the AG's office to get clarification on when it is appropriate to go into Executive Session.

Mr. Guild noted that Yankee Homecoming Committee made \$10,000 from the Brew Fest and wonder if the board be getting any of that money. Ms. Dorfman stated that the NRA donates their portion of the profits but still Yankee Homecoming Committee is charged for the Standard Parking portion of the parking. They are a non-profit and struggle every year just to pay for the fireworks. Mr. Guild suggested that the board market the parking lots for this purpose to for-profit organizations as another source of revenue.

Discussion of engaging the City, on an informal basis, in the discussion on hiring an executive director. It could also be a good opportunity to discuss what the Mayor wants to do instead of the Cecil plan.

Mr. Shanley is meeting with someone from Mass Development to explore options such as having Farmer's Market, etc. on the NRA property.

Attorney Powers met with Bill Harris who said that any redevelopment involving any structures would require the NRA to apply for Chapter 91. Attorney Powers stated that it would be to the NRA's benefit to collaborate with the City and the Waterfront Trust so that the three pieces of property look like a whole piece.

Repair of the sinkhole

Both repair options cost about the same. Mr. Shanley believes that is the City's responsibility because the cause of the issue is on the Waterfront Trust land. The City is responsible for paying

for and maintaining the Waterfront Trust land. Attorney Powers suggested that Mr. Shanley mention this sinkhole in his letter about the other sinkhole.

Discussion on how to make progress on redeveloping the parking lots and getting consensus among board members about the design and how to move forward. The board will invite Geordie Vining in to talk with the board about timelines and tasks; not to discuss what the board should do on the waterfront. Mr. Brennan wants to take the project on in pieces. Mr. Morris stated that this would be a good way to show the public that the board can successfully implement one piece of the project.

Architect, Eric Svahn, of Gunn Partnership was present at the meeting. The board invited him to share his thoughts on the mission of the board and redeveloping the east and west lots. He has been a Newburyport resident for 16 years and wants to become more involved in the community. He noted how well downtown Newburyport was rebuilt after the fire and thinks that the NRA use that as a guideline for redeveloping the lots. The NRA wasn't created to operate and run these properties. Doing this is clouding the mission of the NRA. The board needs to package, shape, guide, and then giveaway these parcels so that they can move on to new projects. He suggested that the board figure out what they do and don't know and then decide what experts to ask for input. The board needs to develop the scope, schedule, and fee of the project. If the board sold one lot they would have money to do something tremendous with the second lot. If they sold one of the properties, part of the agreement could be that the buyer design and execute the plan so that the board is not responsible for the redevelopment activities. Redevelopment authorities are supposed to create capital to be able to move on to future projects. Ms. Dorfman suggested that the board should get the lots appraised. Mr. Brennan thinks that the board should request RFP's for people to propose what type of building they would put there, what would be the use, and how much would the buyers pay for the lot. Mr. Guild will take the lead on developing the schedule for the project. He questioned how much tax revenue the City has lost over the past 30 years because the lots have remained undeveloped. Mr. Shanley will look into finding someone to appraise the lots. Mr. Svahn suggested that the board come up with a schedule, an appraisal, a design, and a business plan before having Mr. Vining in to a meeting.

Mr. Guild suggested that the board meet twice per month at least for a few months. Mr. Shanley agreed but stated that one of the meetings has to be devoted solely to the park plan.

The next NRA meetings will be on September 15, 2010 and September 29, 2010.

Adjournment

James Shanley motioned to adjourn the meeting, Patty Dorfman seconded the motion, and the motion passed unanimously. The meeting adjourned at 9:30 P.M.

Sincerely,

Jennifer Stone

Minute Taker