

NEWBURYPORT REDEVELOPMENT AUTHORITY

Meeting Minutes

September 29, 2010

7:00 P.M.

Attendance:

In Attendance: Patty Dorfman, James Shanley, Tim Brennan(7:24), John Morris, 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 and August 25, 2010 minutes will be continued to the October meeting.

Invoices

Mr. Brennan reviewed the Treasurer's report through September 28, 2010. There was a total beginning balance of \$147,809.50. There was a total of \$28,641.22 in income and \$24,872.40 in expenses. The total ending balance was \$151,577.98.

Mr. Brennan requested approval of the following payments:

Payment of \$326.34 to Standard Parking for a third of the revenues that were due for the band parking during Yankee Homecoming.

Payment to National Grid for up to \$251.21.

Payment to ND Landscape for up to \$2,455.00

Payment to Jennifer Stone of \$300 for the minutes of June and August 2010.

Payment to Attorney Powers for 95 days of professional services for \$19,100, plus a storage of files fee of \$3,000 for a total of \$22,100. This is a bill for the past five years. Everything is fully documented. She does not anticipate having to go this long before submitting an invoice again. The board members will review the bill before approving payment. Vote on Attorney Powers bill deferred until next meeting.

Ms. Dorfman made a motion to approve payments as itemized.

Mr. Morris seconded the motion.

Motion passed unanimously.

ND Landscaping Proposal to install brick walkway at Firehouse dumpster

Ms. Dorfman met with NYAJ's management. NYAJ's management had met with SDAH, who manages the Firehouse Center. SDAH believes that the dumpster is their responsibility. Ms. Dorfman will discuss the issue with SDAH. NYAJ's manager seemed willing to cooperate before SDAH said that it was their responsibility.

Attorney Powers stated that an agreement was reached between the NRA and the SDAH in 2004 which stated that the SDAH is responsible for maintaining and overseeing the dumpster for the restaurant. It was supposed to be a temporary arrangement. There was some discussion of that parcel being separated out and eventually given to the City. A use fee of \$250 per month was also agreed upon but the SDAH has never paid the fee. The Waterfront Trust owns the Firehouse Center and SDAH runs it. The agreement stated that SDAH's use of the dumpster would automatically terminate upon the closure of the restaurant or receipt of formal notice that the SDAH's use is noncompliant with the terms of use. Attorney Powers showed a plan of where the dumpster was supposed to be located on the parcel. In the past, there had been a restaurant on the premise that ultimately failed and closed. This resulted in a lot of upheaval when NYAJ's came in to ensure that they didn't fail so the dumpster became key to the negotiations. The NRA was told that the restaurant would fail if the dumpster were not available. The agreement has stayed relatively informal. Now may be the time to create a more formal agreement. The SDAH is supposed to pay the use fee; not the restaurant. The fee was actually suggested by the SDAH. The SDAH is responsible for the use of the dumpster.

The NRA needs to determine whether they want to give the parcel to the City and then the City can turn it over to the Waterfront Trust if they choose to do so. Under the 2004 agreement, the NRA does not have an obligation to fix the area around the dumpster. Mr. Shanley will contact the SDAH to discuss the issue further. The agreement was a result of two different views on the issue. One side is that there are ongoing liability issues with a dumpster; that's why it was suggested to give the parcel to the City. The other side is that the land is valuable and should not be given away. Mr. Shanley does not think that it would be advantageous to ask the SDAH to pay the \$18,000 in overdue use fees. Mr. Brennan recalls when he first came on the board that this issue may have come up because there was a problem with the dumpster and the NRA Chair was going to have a conversation with the SDAH. Attorney Powers will look at the notes from the time when Mr. Brennan first came on the board. Mr. Brennan suggested that the NRA ask the SDAH and NYAJ's to contribute to improving and landscaping the dumpster area. Attorney Powers wants the SDAH to obtain insurance that covers liability issues with the dumpster.

Standard Parking reports

As of 9/19/10, the NRA's profit is \$45,542. Mr. Guild spoke to the attendant who informed him that people park for free when they arrive before 8am because there is not an attendant on duty at that time. It was agreed that the Pay and Display machines should help that issue. Columbus Day weekend is the last weekend of paid parking.

Paid Parking Agreement with the City

Mr. Shanley signed the agreement between the City and the NRA. The City will pay the NRA the first installment on July 1, 2011 as opposed to January 1, 2012. The installments of \$37,500 each will be paid every six months. If the City Council does not pass the ordinance by the end of December 2010 then the agreement is null and void.

Sink Hole update

Mr. Shanley gave a summary of the Vine Associates report. Mr. Shanley met with the Mayor and others to review. The permanent fix is estimated to cost half a million dollars. A temporary solution of fill, filter fabric, and crushed stone and gravel can be done for much less (\$70,000-80,000) and should last for two to three years. The City will be completing the work on the temporary solution because they feel that they can do it for less than the estimated \$70,000-80,000 cost. The land where the sinkhole is actually belongs to the NRA. The argument could be made that the NRA is responsible for fixing the problem. The NRA contributed to the payment of Vine Associates for the assessment. Review of the location of the sink hole. Discussion of whether there is insurance that might cover the cost of fixing the problem. The NRA provides parking for the City of Newburyport which has helped the City deal with the lack of a parking garage. There is an understood quid pro quo agreement between the NRA and the City. Vine Associates had a diver go down and inspect the condition of the boardwalk and it is actually in fairly good condition.

Mr. Morris made a motion to allow the City to enter upon the NRA's land to conduct the steps necessary to complete the temporary measure as proposed in the Vine Associates report of September 15, 2010.

Mr. Guild seconded the motion.

Motion passed unanimously.

Goals and Objectives

a. Summary of September 15 meeting

Review of Executive Summary, color coded plan, and the sample schedule. The NRA has subsidized approximately \$7 million of parking over the past 30 years by providing free parking. The City has given up approximately \$7 million in tax revenues. It seems that there is a consensus that there is a way to put buildings on the property as well as green space and uses that will bring people down to the waterfront. Discussion of starting on the west lot first and then moving to the east lot. Proposed buildings are located in such a way so that they do not really block views of the water. Mr. Shanley noted that the proposed location of the buildings conforms to the historical pattern of the waterfront. Discussion of whether developing one lot at a time would be economically feasible or appealing to a developer. Discussion of potentially installing parking lots underneath the proposed buildings. The board now needs to come up with the parameters of the RFI and clearly defined public amenities provided by the developer in return for the opportunity to develop this property. Mr. Brennan will work on an outline for an RFI. Attorney Powers will pull old records for previous RFI proceedings. Mr. Guild will get in touch with Andy Port to review the proposed concept and his presentation.

b. Next steps, set meeting schedule for balance of the year.

October 13 and 27

November ?

December 1st and 15th

Adjournment

James Shanley motioned to adjourn the meeting, Patty Dorfman seconded the motion, and the motion passed unanimously. The meeting adjourned at 9:05 P.M.

Sincerely,

Jennifer Stone

Minute Taker