

COMMITTEE ITEMS

Removal from Committee Form

Instructions: Remit to rjones@cityofnewburyport.com; pbarker@cityofnewburyport.com; cgreen@cityofnewburyport.com by Wednesday, 5 PM preceding Council meeting

Committee Name: Budget and Finance

Committee Chair: Tontar

	Measure Identifier	Measure Title	Amended in Committee? (if yes, attach final version)	Consent Agenda or Regular Agenda?
1.	ORDR167_02_10_2020	Harbormaster Fees	Yes	Consent
2.	ORDR168_02_24_2020	Approval to Pay Prior Year Bills (Veterans, City Clerk)	No	Consent
3.	COMM226_01_27_2020	Ltr from Jim McCarthy Re: Request for Financial Inquiry	No	Consent
4.	TRAN068_01_27_2020	Free Cash 50K to Fire Station #2 Design/Feasibility Study	Yes	Consent
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6.				
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13.				

Committee Items-March 09, 2020

Budget & Finance

Budget & Finance *In Committee:*

TRAN068_01_27_2020	Free Cash 50K to Fire Station #2 Design/Feasibility Study
COMM226_01_27_2020	LtrFromJimMcCarthyFinancial Inquiry
ORDR167_02_10_2020	Harbormaster Fees
ORDR168_02_24_2020	Approval to Pay Prior Year Bills (Veterans, City Clerk)



City of Newburyport FY 2020

TRAN068_01_27_2020
RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

BUDGET TRANSFER REQUEST

2020 MAR -3 PM 3:23

Revised March 3, 2020

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 1/21/2020

Transfer From:

Account Name	General Fund - Free Cash	YTD Bal:	\$ 1,857,171.00
Account Number:	01-35910	Trans In:	\$ -
Amount:	\$50,000.00 <u>\$40,000.00</u>	Trans Out:	\$ 15,500.00
Why are Funds Available:	<u>The Massachusetts Department of Revenue certified Free Cash for FY2020 at \$1,872,671. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council.</u>		

Transfer To:

Account Name	Fire Station #2 Design/Feasibility Study	YTD Bal:	\$ 16,772.24
Account Number:	3807-49700	Trans In:	\$ -
Amount:	\$50,000.00 <u>\$40,000.00</u>	Trans Out:	\$ -
Why are Funds Needed:	<u>As directed and revised by the City Council's Budget & Finance Committee, this revised request funds the feasibility study of a new Station #2 on a potentially expanded site and an alternative site, as well as the feasibility of renovating Fire Headquarters. The original appropriation was for \$75,000. See attached scopes of work for the remaining work that is proposed.</u>		

Donna D. Holaday, Mayor	<u></u>	Date:	<u>3/3/20</u>
Ethan R. Manning, Auditor	<u></u>	Date:	<u>3/3/20</u>

Sponsor: Charles F. Tontar, Councillor At-Large

City Council Approval: (Stamp)

WINTER STREET ARCHITECTS, INC.

March 2, 2020

Andrew R. Port, AICP

Director of Planning & Development

Office of Planning & Development

City of Newburyport; 60 Pleasant Street; Newburyport, MA 01950

Via Email: aport@cityofnewburyport.com

Copy Geordie Vining: GVining@CityofNewburyport.com

RE: Revised Design Services for the Newburyport Fire Department Facilities Study

Dear Mr. Port: Geordie Vining asked that I send you a revised proposal for the Newburyport Fire Stations Study #2 in response to the Finance Committee meeting reviewing our recent proposal and study of Fire Station 2. Following are those revisions.

Architectural Proposal for Study of the Newburyport Fire Department Facilities

Work by Others, coordinated with WSA design efforts:

- Existing Conditions Land Survey 95 Storey Ave.
- Traffic Control Review and Study 95 Storey Ave.

Study Tasks

Item Description

Task 1: SCHEMATIC DESIGN OF RENOVATIONS/ADDITIONS TO HQ FIRE STATION AT 0 GREENLEAF AS A MODERNIZED HQ INCLUDING TRAINING ROOM/EOC:

- A. Develop schematic-level design of renovations and additions to the existing station at 0 Greenleaf Street in order to meet modern fire station requirements, incorporate a training and emergency operations center, and to continue to serve as the City's fire department headquarters.
- B. The scope of work will include:
 - a. - accessibility improvements
 - b. - fire separation as required
 - c. - appropriate separation of apparatus & decontamination areas from living and administrative areas
 - d. - living facilities to accommodate a multi-gendered staff
 - e. - hazardous material remediation*
 - f. - energy performance analysis and benchmarking, and associated retrofits for energy efficiency and "net zero" transition improvements**
 - g. - other improvements for a modernized fire station facility

NOTE: It is anticipated that new construction as an addition to the existing building will be required to facilitate the inclusion of necessary office space and a training room/emergency operations center.

- C. Develop professional itemized cost estimate for the schematic design.
- D. Develop comprehensive overall project cost estimate including soft costs (architectural, OPM, testing etc.), miscellaneous associated costs, and contingencies. Cost to include estimate for a Stand-Alone Temporary Facilities During Construction presuming on City owned land and does not include location rental costs or other incidental costs specific to an unknown location

Qualifications:

* Scope of HazMat Remediation will be based on reports and estimates provided by the City of Newburyport Fire Department; any additional study, testing, if needed, will be billed as an Additional Outside Service

** The energy performance analysis will compare existing energy expenditures of Zero Greenleaf to what can be expected from a new high-efficiency HVAC system and what improvements might be had to approach "Net-Zero" such as photovoltaic panels, geothermal heating/cooling and likely an option to purchase "Green Energy" from a supplier.

Deliverables:

- Site Plan, Floor Plans, Roof Plan

- Building Elevations and 3-Dimensional Views

- Anticipated Construction and Project Costs

Meetings:

- Building Committee Design Progress Review (concurrently with other tasks' progress review)

Task Fee: \$20,200

Item Description

Task 2: SCHEMATIC DESIGN OF NEW 3-BAY/5-STAFF SUBSTATION AT ALTERNATIVE 95 STOREY AVE. SITE:

- A. Using a surveyed site plan provided by the City, traffic control information provided by others, and programmatic information gained from the previous Fire Station Study, develop schematic-level layout and design for a cost-effective new Substation on the alternative parcel.
- B. The scope of work will include locating the building close to Storey Avenue; outdoor areas; maintaining trees and a vegetated buffer for the Russell Terrace neighborhood to the east and the cell tower to the south; maintaining an entry to the Little River Nature Trail network and access to the cell tower; locating parking to the rear of the facility and out of sight; relocating signage as necessary; etc.
- C. The facility should be designed to meet the City's "net zero" goals, including areas on the roof for the location of photovoltaic panels.
- D. Provide a relative cost of the project for comparison with other scenarios based on the Square Foot Unit Costs from the previous Fire Station #2 Study.

Deliverables:

- Site Plan, Floor Plans, Roof Plan
- Building Elevations and 3-Dimensional Views
- Anticipated Construction and Project Costs based on established Unit Costs for Fire Station for comparative purposes

Meetings:

- Building Committee Design Progress Review (concurrently with other tasks' progress review)

Task Fee \$10,440

Item Description

Task 3: COMPLETE DEVELOPMENT OF EXISTING DRAFT 2-STORY 3-BAY/5-STAFF SCHEMATIC PLAN FOR CURRENT 153 STOREY AVENUE SITE:

- A. Evaluate and update schematic plans, as necessary, to meet the City's "net zero" goals, including energy efficiency, rooftop photovoltaic panels, and assessment of HVAC.
- B. Value engineering, including assessment of moderate reductions in bay width and other spaces, in order to reduce cost estimates while maintaining program.
- C. Update cost estimates for comparison with other scenarios based on the previous professional itemized cost estimate for the fire station and associated Square Foot Unit Costs.
- D. Work with City to identify appropriate location(s) and appropriate temporary living quarters and temporary apparatus housing, and associated costs, for Station #2's firefighters and equipment during construction phase.

Deliverables:

- Site Plan, Floor Plans, Roof Plan
- Building Elevations and 3-Dimensional Views
- Anticipated Construction and Project Costs based on established Unit Costs for Fire Station for comparative purposes

Meetings:

- Building Committee Design Progress Review (concurrently with other tasks' progress review)

Task Fee \$ 5,620

Item Description

Task 4: SCHEMATIC DESIGN OF ALTERNATIVE SCENARIO ON POTENTIALLY EXPANDED SITE FOR A NEW 3-BAY/5-STAFF SUBSTATION AT 153 STOREY AVENUE SITE:

- A. Using the existing program and any associated value engineering, evaluate and develop an alternative cost-effective layout, building height, and appearance using a potentially expanded site, i.e., the existing municipally owned property plus an adjacent 7,400+/- SF potentially secured from the adjacent private property. Assess options based on securing necessary parking on adjacent state property vs. incorporating parking on the potentially expanded site.
- B. Include evaluation and updating of schematic plans, as necessary, to meet the City's "net zero" goals, including energy efficiency, rooftop photovoltaic panels, and assessment of HVAC.
- C. Provide cost estimates for comparison with other scenarios based on the Square Foot Unit Costs from the previous professional itemized cost estimate for the fire station.

Deliverables:

- Site Plan, Floor Plans, Roof Plan
- Building Elevations and 3-Dimensional Views
- Anticipated Construction and Project Costs based on established Unit Costs for Fire Station for comparative purposes

Meetings:

- Building Committee Design Progress Review (concurrently with other tasks' progress review)

Task Fee \$ 6,040

Item	Description
Task 5:	PUBLIC PRESENTATION OF COMPARATIVE SCENARIOS:
A.	Provide summary memorandum written report comparing all developed alternative scenarios from previous tasks.
B.	Provide public presentation version of summary, and present and participate in a public meeting.
<u>Deliverables:</u>	
<i>- Summary memo report</i>	
<u>Meetings:</u>	
<i>- Building Committee Final Review</i>	
<i>- Public Meeting</i>	
Task Fee \$ 7,100	

DESIGN FEE RECAP

Task 1: Design New 3 Bay Fire Station @ 95 Storey Ave.	\$20,200
Task 2: Design New Headquarters @ 95 Storey Ave.	\$10,440
Task 3: Renovate 0 Greenleaf as Substation	\$ 5,620
Task 4: Modernization w/Addition 0 Greenleaf as HQ	\$ 6,040
Task 5: Selected Scheme Development and Cost Estimate	\$ 7,100

TOTAL	\$49,400
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Design Fee not used and Re-programmed From Study #1:	(\$12,951)
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TOTAL AMENDMENT	\$36,449
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Submitted,
Paul R. Durand, AIA

Winter Street Architects, Inc.

**Winter GEC, LLC
44 Merrimac Street
Newburyport, MA 01950**

December 9, 2019

Geordie Vining, Assistant Planner
City of Newburyport Planning Office
City Hall
60 Pleasant Street
Newburyport, MA 01950

**RE: 95 STOREY AVENUE
NEWBURYPORT, MASSACHUSETTS
SURVEYING SERVICES**

Dear Geordie:

Winter GEC, LLC. (WGEC) is pleased to submit this proposal for *Professional Survey Services* for the above referenced project. It is our understanding that you are proposing improvements to the site that may include a new west end fire station. WGEC will support this effort by providing professional surveying services. The property is known as 95 Storey Avenue, otherwise known as City of Newburyport Assessor's Map 94 Lot 3. Only that portion of this parcel and adjacent area of Storey Avenue as shown on the provided pdf on December 2, 2019 will be surveyed as part of this effort.

WGEC proposes to provide **The City of Newburyport**, the Client, the following specific services in accordance with the terms and conditions, and time schedule.

SCOPE OF WORK

TASK 1 - EXISTING CONDITIONS PLAN PREPARATION

A. Field Survey

1. Boundary Research: Perform research at the Massachusetts Land Court, Southern Essex District Registry of Deeds and City of Newburyport Assessors Office to recover deed, plan, easement, and other record instruments required to retrace the Locus boundary lines. If the Client has information available, WGEC will begin research with those copies be of documents already provided for use in preparing the plan. WGEC requests that documents related to the cell tower lease area and other associated documents be provided as these are not typically of record at the registry of deeds.
2. Field Survey: WGEC will perform an instrument survey of the property establishing a horizontal control network that will include the location of existing monumentation and other visible evidence of occupation. The field survey will also include planimetric detail such as buildings, driveway and parking areas, utility structures, fences, etc. Topographic information will be collected as part of this field effort and contours will be computed at a 1-foot interval for the area surveyed. Trees over 12" dbh will be located in the area of interest for this project. In the event of a conflict between this document and the provided

4. As-Built Survey Plan.
5. Costs associated with police protection, if needed, while obtaining invert information in abutting streets if necessary.
6. Zoning opinion.
7. Any requested and / or required survey / civil engineering / permitting / traffic related services beyond those scoped herein.

ASSUMPTIONS:

1. Sufficient monumentation exists to retrace the locus boundaries.
2. Filing and permit fees will be paid by the Owner.
3. This proposal will be signed forthwith and returned with the requested retainer in order to perform the field and office work required to complete the scope of work in order to meet filing deadlines.

CLIENT'S RESPONSIBILITY:

In addition to the responsibilities of the Client as outlined in other articles of this Agreement, the Client shall also:

1. Provide full information regarding the requirements for the project including project history.
2. The Client shall make available all existing data to the Consultant as needed by the Consultant.
3. The Client shall provide and make available all access into areas required for performing the survey. The Client shall bear all cost associated with providing such access. Note that access must be provided in order to establish floor elevations.
4. It is the Client's responsibility to review the product within thirty (30) days after delivery. Once thirty (30) days have elapsed, any additional services or revisions will require a new proposal with the terms outlined. The cost for this will be negotiated by both parties in writing.
5. It is the Client's responsibility to bear all cost associated with soil testing equipment and operator. Tests required to design any subsurface drainage features.

TERMINATION:

If the project is suspended for more than two (2) months or abandoned in whole or in part, the Consultant shall be paid its' compensation for services performed prior to telephone or written notice from the Client of such suspension or abandonment. This agreement may be terminated by either party upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with its' terms through no fault of the Client. In the event of the termination due to the fault of others than the Consultant, the Consultant shall be paid its' compensation for services performed to termination date and all terminal expenses.

ASSIGNMENT:

Contract shall not be assigned.

OWNERSHIP OF DOCUMENTS:

Drawings and estimates prepared by the Consultant under this contract for presentation to the Client shall become and remain the property of the Client when the Client has paid the Consultant in full for the phase of the work during which the documents were produced.

COMM 226 1-27-20
BPF

COMM 226 1-27-20

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2020 JAN 27 AM 8:12

Newburyport City Council
Jared Eigerman, President
60 Pleasant St
Newburyport, MA 01950

Re: Request for Financial Inquiry

27 January 2020

In light of the recent inappropriate deal of canceling property taxes in order to gain parking access on private land, and given that it took more than 5 months to discover the error, citizens are rightly wondering how many other faulty arrangements has the administration made? I am deeply concerned that this type of willful action, compounded by the inconsistent application of our best practices, could jeopardize our AAA bond rating.

I hereby ask the Newburyport City Council to exercise its authority for fiscal oversight to contemplate an inquiry into the Cities finances in order to ensure residents that this was a one off misstep. Specifically, I am asking the Council to consider whether any revenue due the City over the last 5 years, from all sources, including but not limited to property taxes, fees, premiums, and state aid, was not spent on some "off budget" side arrangement, or in any way deferred, altered (up or down), or forgiven, without due process.

Respectfully submitted,

Jim McCarthy
17 Russia St
Newburyport, MA 01950
(978) 417-9373

to PJP
By WH
BZ

to BOF
By AR
AN

ATTACHMENT J "A"

COMM 226-1-27-20

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "License") is executed this 15th day of August, 2019 (the "Execution Date") by and between Newburyport Manager LLC, a Massachusetts limited liability company, as Trustee of 1-11 Titcomb Street Nominee Trust, u/d/t dated January 8, 2005 ("Licensor"), and the City of Newburyport, acting by and through its Mayor (the "City" or "Licensee").

Whereas, Licensor owns the property located at 9 Titcomb Street in Newburyport, Massachusetts as more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises");

Whereas, City, for itself and its affiliates, successors, assigns, and designees, desires to enter upon and use the Premises for parking in common with all others entitled thereto; and

Whereas, the Licensor is willing to permit such use subject to the conditions set forth herein;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Licensor hereby grants to City the non-exclusive right to enter and use the Premises and to access the Premises subject to the following terms and conditions:

1. REFERENCE DATA

Mailing Address of Licensor:

Newburyport Manager LLC
c/o NED Management Co., Inc.
75 Park Plaza
Boston, MA 02116

Mailing Address of City:

Office of the Mayor
Newburyport City Hall
60 Pleasant Street
Newburyport, MA 01950

Permitted Use:

The Premises may be used solely for off-street parking of ordinary passenger vehicles by the City, its agents, employees and invitees. The City shall not park unregistered vehicles or any vehicles leaking any type of fluids on the Premises. The Licensor reserves the right to require the City to immediately and permanently remove from the Premises any vehicle which, in the sole opinion of the Licensor, is undesirable or poses a threat of injury or damage to the Premises. Licensee may not use the Premises for off-street parking by the general public.

Term of License:

The term of this License shall be for a period of one (1) year, commencing on the Execution Date and terminating on the date one day prior to the one (1) year anniversary of the Execution Date (the "Term Expiration Date") and may be extended pursuant to Section 12 hereof.

2. CONDITION OF PREMISES

City acknowledges and agrees that it accepts the Premises in "as is" condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Premises for the Permitted Use.

3. COVENANTS

The City covenants with the Licensor that the City, during the term of this License and for such further time as the City, or any other person or persons claiming through or under the City, shall hold the Premises or any part thereof, (a) shall exempt the Licensor from paying any and all municipal taxes that may be assessed upon the Premises; (b) shall maintain the Premises in a clean and orderly condition during the term of this License; (c) shall not permit any use of the Premises which shall create a fire hazard or be unlawful or which is improper, offensive or which constitutes a nuisance or which is contrary to any law, rule, regulation or requirement of any governmental authority; (d) shall not violate any applicable federal, state or local statutes, laws, regulations or other requirements affecting the Premises; and (e) shall obtain all federal, state and local permits, licenses and approvals, in its name, which are required for City's use of the Premises.

4. ALTERATIONS

The City shall not make any alterations or improvements upon the Premises except to undertake the Permitted Use under this License, and except to restore the Premises as closely as practical to their condition prior to the exercise of the City's rights, immediately after they are disturbed by said Permitted Use.

5. CONDUCT OF THE CITY

a. Non-interference with Licensor's Operations

The City shall at all times conduct itself so as not to interfere in any way with the Licensor's use of the Premises.

b. Compliance with Laws

The City shall at all times perform the Permitted Use in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

c. Repair of Damage

The City shall, at its own expense, keep the Premises in good repair and order and tenable condition during the term of this License, normal wear and tear excepted. The City shall not permit the Premises to be damaged, stripped or defaced or suffer any waste. If the City fails to make repairs and replacements called for herein, Licensor may, at its election, make such repairs and replacements and charge the City the cost thereof as additional rent, which the City shall promptly pay to Licensor upon demand. The City agrees that the Licensor shall not be under any obligation to do anything to render the Premises serviceable for parking purposes.

d. Security

The Licensor is not responsible for the security of the Premises or the use made by City thereof, which shall be the sole responsibility of City, during the times that City is using or occupying the Premises under this License.

e. Costs of Operations

The City shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.

f. Operations Limited to Permitted Use

The City shall not conduct any operations upon the Premises except for the Permitted Use under Section 1 of this License and except for any requirement set forth in this License.

6. RISK OF LOSS

The City agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to the City for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the City, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensor, or its employees, agents, contractors or invitees.

7. INDEMNIFICATION

The City agrees to indemnify, defend and hold harmless the Licensor against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or the Property or relating in any way to the City's exercise of its rights under this license.

8. INSURANCE

The City shall maintain, at its sole cost and expense, comprehensive public liability insurance, including coverage for bodily injury, wrongful death and property damage, in an amount acceptable to the Licensor and in an amount sufficient to support the obligations of the City under the terms of this License to indemnify, defend and hold harmless the Licensor.

The City shall provide the Licensor with a certificate of insurance in each case indicating the Licensor is an additional insured on the policy and showing compliance with the foregoing provisions.

Failure to obtain and keep in force said insurance, and failure to provide the Licensor with proof of same, shall automatically terminate this License and any rights granted herein.

9. RIGHTS OF LICENSOR TO ENTER

Licensor reserves the right and the City shall permit the Licensor and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licensor's sole discretion.

10. TERMINATION

This License is terminable at any time by either party, provided that written notice thereof is given to the other party by certified U.S. Mail, return receipt requested, not less than seven (7) business days prior to termination. This License shall expire on the date specified in such notice. In the event this License is terminated, the City shall exempt the Licensor from paying any and all municipal taxes that may be assessed upon the Premises for the remainder of the fiscal year.

11. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the City any estate in the Premises or any interest in real property. Nor shall this License be construed as containing a promise that the License shall have a term greater than is specified herein, that it shall not be terminated as allowed herein, or that it shall be replaced at any time by a permanent easement or other interest in land allowing City to continue its use.

12. TERM EXTENSION

Following the Term Expiration Date, unless otherwise terminated pursuant to the terms of this License, the Term of this License shall automatically be extended on a year-to-year basis, subject to the terms and conditions set forth herein, until terminated in accordance with the terms of this License.

13. COMPLIANCE WITH MGL CHAPTER 21E

The City covenants and agrees with the Licensor that neither the City nor any person utilizing or claiming rights under this License, nor the employees, agents, contractors, licensees, invitees or visitors of the City or any such person shall bring onto, store, generate, or permit to be

stored or generated on the Premises any oil, hazardous material, hazardous waste or hazardous substance, as those terms are defined by any applicable federal, state or municipal law, rule, regulation, code or ordinance, including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq. (hereinafter "Hazardous Materials"), except for any normal and ordinary operating fluids that are self-contained and not leaking and necessary for the operation of ordinary passenger vehicles. The City shall indemnify and hold the Licensor harmless from and against any claim, liability, loss, damage or expense (including attorneys' fees and expenses and court costs, assessments and remedial or response actions) arising out of (a) any of the covenants or agreements of this paragraph, or breach thereof, or (b) the past, present or future use of the Premises involving Hazardous Materials by City or any person utilizing or claiming rights to use the Premises under the City, or the employees, agents, contractors, licensees, invitees or visitors of the City or any such person. The provisions of this section shall survive any expiration or earlier termination of this License.

14. MISCELLANEOUS

a. The City agrees that Licensor is exempt from paying any and all municipal taxes assessed upon the Premises during the term of this License. Following the termination of this License, the City shall not (i) seek to collect payment from the Licensor or any of its affiliates for any taxes that may have been assessed upon the Property during the term hereof and (ii) record or file any municipal lien certificates against the Premises.

b. This License may not be modified except in writing, duly executed by both parties.

c. This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the License.

d. The City is not authorized to bind or involve the Licensor in any contract or to incur any liability for or on the part of the Licensor; likewise, the Licensor, its employees, agents, contractors or invitees, is not authorized to bind or involve the City in any contract or to incur any liability for or on the part of the City.

e. If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

f. The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

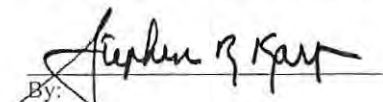
g. This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

h. This License is to take effect as a sealed instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed on this 15-day of August, 2019.

LICENSOR: NEWBURYPORT MANAGER LLC
as Trustee of 1-11 Titcomb Street Nominee Trust

By: 
Its:

CITY: CITY OF NEWBURYPORT

By its **MAYOR**

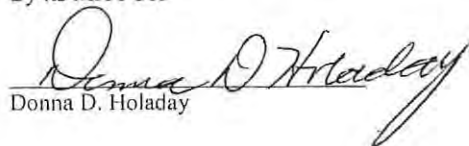

Donna D. Holaday

EXHIBIT A
LEGAL DESCRIPTION

9-11 Titcomb Street, Newburyport, Massachusetts

The land with the brick buildings thereon now known and numbered 9-11 Titcomb Street, Newburyport, Massachusetts shown as Parcels A, B, C, D and E on a plan entitled "Plan of Land in Newburyport, Massachusetts, Date September 1978, revised March 1980, revised September 1980, Scale: Twenty Feet to the Inch, Pembroke Land Survey Co., Box 205, Salem, New Hampshire", bounded and described as follows:

Beginning at the southwesterly corner thereof on Titcomb Street at a drill hole at land now or formerly of Mary V. Healy Trust; thence running North 37° 13' 06" East by said Titcomb Street, 87.22 feet to a corner at land now or formerly of Festo et al; thence running South 55° 15' 24" East by said land now or formerly of Festo et al, 177.05 feet to land now or formerly of the City of Newburyport; thence running South 32° 58' 44" West by said land now or formerly of the City of Newburyport, 11.65 feet to a corner at land now or formerly of Holmes; thence running north 52° 55' 23" West by said land now or formerly of Holmes 25.62 feet to a corner; thence running south 30° 05' 44" West by said land now or formerly of Holmes 50.84 feet to land now or formerly of Spaulding; thence running North 53° 06' 43" West by said land now or formerly of Spaulding, 25.35 feet according to Deed at Book 6743, Page 133 to a corner, thence running South 34° 30' 36" West by said land now or formerly of Spaulding 29.49 feet to a corner at land now or formerly of Ebacher, thence running north 54° 07' 04" West by said land now or formerly of Ebacher and by land now or formerly of Mary V. Healy Trust, in two tracts totaling 134.50 feet to Titcomb Street and the point begun at.

Also included in this conveyance is all the right, title and interest of the grantor in and to that portion of said above mentioned building, which is shown on said plan as extending northwesterly of the southwesterly line of Titcomb Street together with the land upon which such portion of said building is situated.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

February 10, 2020

Amended February 27, 2020

THAT the City Council of the City of Newburyport hereby amends the following rates and fees for the Harbormaster Department:

Central Waterfront Docks

<u>Transient Rate (3 Hour Increments)</u>	<u>Weekday</u>	<u>Weekends, Holidays and Special Event</u>
Under 20 ft LOA	\$10 flat fee	\$10 flat fee
21 to 40 ft LOA	\$20 flat fee	\$20 flat fee
41 to 60 ft LOA	\$30 flat fee	\$30 flat fee
*Over 60 ft pays day rate		
<u>Day Rate Per Foot</u>	<u>Weekday</u>	<u>Weekends, Holidays and Special Event</u>
Under 50 ft LOA	\$3 per foot	\$4 per foot
51 to 100 ft LOA	\$4 per foot	\$5 per foot
Over 101 ft LOA	\$5 per foot	\$6 per foot
Dinghy up to 12 ft (up to 3 hrs)	\$5 flat fee	\$10 flat fee
Dinghy up to 12 ft with Newburyport Waterways Permit (up to 3 hrs)	No charge	No charge
<u>Mooring (overnight only)</u>	<u>Weekday, Weekends, Holiday and Special Event</u>	
All boats	\$50 flat fee	
<u>Annual Permits</u>		
Waterways Permit	\$5 per foot	(increase from \$4 per foot)
Moorings	\$4 per foot	(increase from \$3 per foot)
Dinghy Dock	\$250	(increase from \$225)
Commercial Fish Pier*	\$1,700	(increase from \$1,200)

*Includes use of hoist/parking

FURTHER THAT the following fee schedule is established for users for the parking lot operated by the Harbormaster Department on Plum Island Point. The total charge to park shall consist of a parking fee, representing ninety percent (90%) of the total charge, and a Plum Island beach fee, representing ten percent (10%) of the total charge.

Plum Island Parking Lot

	Parking Fee	Plum Island Beach Fee	Total Charge
<u>Weekday</u>			
Resident	\$9.00	\$1.00	\$10.00
Non-Resident	\$13.50	\$1.50	\$15.00
<u>Weekend/Holiday</u>			
Resident	\$10.80	\$1.20	\$12.00
Non-Resident	\$18.00	\$2.00	\$20.00

Councillor Charles F. Tontar

Bot

ORDR168_02_24_2020

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

February 24, 2020

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
Veterans Services	K. Hunt/G. Mello Disposal	\$12.00
Veterans Services	K. Hunt/Kelly's True Value	\$18.58
Veterans Services	K. Hunt/Kelly's True Value	\$24.74
City Clerk	Tyco SimplexGrinnell	\$527.41
	Total:	\$582.73

Councillor Charles F. Tontar



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 114
35 Progress Ave
NASHUA, NH 03062-3301
603-886-1100

Bill To: 114-00471350
City Of Newburyport
60 Pleasant St
City Clerk's Office
NEWBURYPORT MA 01950-2626

INVOICE NO.
79661881

INVOICE DATE
09-01-17

CUSTOMER PO

CONTRACT #
260622

MODIFIER
R06-JUN-2017

PAYMENT TERMS
NET 30

Ship To: 114-00471350
City Of Newburyport
60 Pleasant St
City Clerk's Office
NEWBURYPORT MA 01950-2626

Requestors Name:

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
CITY OF NEWBURYPORT-CITY CLERK'S OFFICE-00471350	01-OCT-17	30-SEP-18

INVOICE NOTES:

Total Contract Amount	\$527.41	Amount Of Current Invoice	\$527.41
		Sales Tax	\$0.00
		Total Amount Included	\$527.41
		Payment Received	\$0.00
Total Amount Due			\$527.41



REMITTANCE COPY
PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT WHERE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE
527.41

BILL TO City Of Newburyport
114-00471350
SHIP TO City Of Newburyport
114-00471350

INVOICE NUMBER 79661881
INVOICE DATE 09-01-17
CUSTOMER P.O.

REMIT TO SimplexGrinnell
Dept. CH 10320
Palatine, IL 60055-0320

3000052741079661881



District # 114
 35 Progress Ave
 NASHUA, NH 03062-3301
 603-886-1100

INVOICE NO.
79661881
DATE OF INVOICE
09-01-17

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
Time Solutions Low End Test & Inspect - Parts and Labor	01-OCT-17	30-SEP-18	60 Pleasant St, City Clerk's Office, NEWBURYPORT, MA	SYSTEM-EL-LOW END CLOCK 1605-9051	1 1	TIME CLOCK (LOW END) SYSTEM BASE-AUTO TIME STAMP	\$527.41

Committee Items General Government

March 09, 2020

APPT143_01_27_2020

KP Law City Solicitor 02/01/2021

ORDR169_02_24_2020

Amendment to Political Signs Guidelines

ODNC052_02_24_2020

Designate Members of Planning Board Members as Special
Employees

Removal from Committee Form

Instructions: Remit to rjones@cityofnewburyport.com; pbarker@cityofnewburyport.com; cgreen@cityofnewburyport.com by Wednesday, 5 PM preceding Council meeting

Committee Name: General Government

Committee Chair: Eigerman

	Measure Identifier	Measure Title	Amended in Committee? (if yes, attach final version)	Consent Agenda or Regular Agenda?
1.	APPT143_01_27_2020	Reappointment of KP Law as City Solicitor	Yes: Recommend confirmation contingent upon receipt of engagement letter. Moved by Cllr. Devlin, Seconded by Cllr. Eigerman, Passed 2-0, with Cllr. Connell Absent.	Regular
2.	ODNC052_02_24_2020	Designate Members of Planning Board as Special Municipal Employees	No	Regular
3.	ORDR169_02_24_2020	Amendment to Political Signs Guidelines	No	Regular
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

Ben Gait



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY, MAYOR

60 PLEASANT STREET - P.O. BOX 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
978-465-4402 FAX

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: January 21, 2020
Subject: Appointment

Donna D. Holaday

I hereby appoint, subject to your approval, the following named firm to serve in the office of City Solicitor. This term will expire February 1, 2021.

KP Law
101 Arch Street, 12th Floor
Boston, MA 02110

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2020 JAN 21 PM 3:40



The Leader in Public Sector Law

101 Arch Street, Boston, MA 02110
Tel: 617.556.0007 | Fax: 617.654.1735
www.k-plaw.com

January 21, 2020

Mark R. Reich
mreich@k-plaw.com

Hon. Donna D. Holaday
Mayor of Newburyport
Newburyport City Hall
60 Pleasant Street
Newburyport, MA 01950

Re: City Solicitor Services

Dear Mayor Holaday:

It is my pleasure to write to you regarding the appointment of the City Solicitor for the City of Newburyport. KP Law has served as City Solicitor for the City for approximately sixteen years, and has come to know the City, its legal issues, and its specific concerns quite well during this time. It has been a privilege to serve the City in this capacity, and we look forward to continuing to provide legal services to the City.

KP Law has assisted the City with in a large variety of matters. We provide general advice regarding application of state law and interpretations of the City's Charter and ordinances. We draft, review, and approve contracts and other agreements with private vendors and other public entities. We have advised extensively on environmental issues, including the enforcement of health requirements at the Crow Lane Landfill. We have assisted in City projects including the recently constructed parking garage. We have worked with the City's recreation department on a variety of program issues. We have assisted the City Council in addressing the regulation of adult use marijuana. These are merely a few examples of the broad range of issues for which we have been able to provide assistance, and we greatly appreciate the City's confidence in our services.

On matters of land use, we advise and issue written opinions to the Zoning Board of Appeals, Planning Board, Planning Director, Zoning Administrator, and City Council concerning application of the zoning ordinances to proposed and anticipated development. As City Solicitor, we advise and assist the Planning Director and City Council on drafting proposed zoning ordinance amendments. We advise and assist the Mayor and staff with respect to real estate acquisitions and dispositions. We also represent the City in all manner of zoning litigation, including appearances in court and before administrative agencies.

Over the course of our years of service to the City, we have continued to advise the City on many labor, employment, employee benefits, and personnel issues. In addition to advising on daily and weekly issues that arise, we also assist the City during ongoing negotiations for new successor collective bargaining agreements with the City unions. This includes recommending and evaluating proposals and responses, developing and planning strategy, and responding to questions and challenges that arise during the collective bargaining process. We also assist the City on issues of



Hon. Donna D. Holaday
Mayor of Newburyport
January 21, 2020
Page 2

employee discipline and have appeared at several hearings and meetings held before the Mayor to determine whether employee discipline is warranted. In addition to assisting with drafting letters of discipline when warranted, we have also assisted the City in negotiating resignation agreements and other similar settlement agreements, as well as representing the City in appeals of actions to the Civil Service Commission. Finally, we periodically review and revise various employment and personnel policies for the City to ensure compliance with Massachusetts and Federal Law.

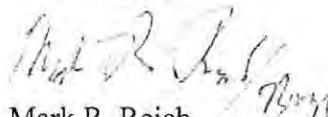
We pride ourselves on providing the City with expert legal services. To that end, we have maintained a team of attorneys to serve the City's specific needs. As you are aware, I serve as the City's primary attorney, working with you and your department heads to address the City's legal representation and provide accurate and timely legal advice. Attorney Darren R. Klein will continue to advise the City on labor and employment matters. Attorney Klein will also serve as my back-up attorney for those times when I am not immediately available to you. Attorney Jonathan D. Eichman will be available to provide advice regarding matters of land use and development, as well as attending to the City's real estate needs.

Each of these attorneys is a shareholder of the Firm having extensive experience working with the City and so can provide timely and efficient advice on a full range of matters. As part of our service as City Solicitor, I will be available to meet with you and the City Council in executive session to review pending litigation. Also, the Firm will provide no-cost seminars and training in areas of legal significance, such as the Open Meeting Law, Public Records Law, Conflict of Interest Law, or other topics of particular concern, in addition to no-cost legal memoranda regarding developments in municipal law.

I remain dedicated to providing the level of service required by the City in a timely manner, and strive to remain accessible to you and City officials as you deal with the difficult process of managing the City. It remains a privilege to serve as City Solicitor for the City of Newburyport.

If you have any questions on this or any other matter, please do not hesitate to contact me.

Very truly yours,



Mark R. Reich

MRR/cqm
709268/NBPT/0001

Gen Gov

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

February 24, 2020

Amend existing Order originally dated April 25, 2011 with deletions ~~double-stricken~~ through, and additions double-underlined:

Whereas, there is a need for some clarity on the activities on or about polling places within the City of Newburyport, and

Whereas, the Commonwealth defers to the local municipality to issue guidelines on political signs and the placement thereof;

NOW, THEREFORE, IT IS AGREED, that the City Clerk by and through the Board of Registrars, shall enforce that following guidelines during state, local and special elections on or about the entrances to the polling places, including without limitation, roadways and walkways, adjacent corners and intersections:

- Signs at the entrance to the polling places shall be no more than four feet by six feet.
- ~~There shall be only one sign per person.~~
- Unattended signs shall be placed flat on the ground.
- For public safety, there shall be no person or sign within three (3) feet from the corner of the entrance to the polling places.
- Pursuant to G.L. c. 54 § 65 and § 71, and C.M.R. regulations, polling places must be open and unobstructed and voters may not be hindered. Generally, there shall be no political activity within 150 feet of a polling place.

Councillor Barry N. Connell

Gen Gant

ODNC052_02_24_2020

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

February 24, 2020

AN ORDINANCE TO DESIGNATE MEMBERS OF THE PLANNING BOARD AS SPECIAL MUNICIPAL EMPLOYEES

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

Amend existing Section 2-119 the Newburyport Code, as follows, with additions double-underlined and italicized, and deletions ~~double stricken through and italicized~~:

Sec. 2-119. – Members to serve without pay; powers and duties.

The members of the planning board shall serve without pay and shall have the powers and authority to perform the duties set forth in M.G.L. ~~c.~~ c. 41, §§ 81A– 81J inclusive, relative to local planning boards. Members of the planning board shall be deemed to be special municipal employees for purposes of M.G.L. c. 268A.

Councillor Jared J. Eigerman

Councillor Heather L. Shand

License & Permit Committee Items

- APPL001_02_24_2020 2020 Class II Vehicle License - Newburyport Sunoco

LSP

APPL001_02_24_2020

THE COMMONWEALTH OF MASSACHUSETTS

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2020 FEB -7 AM 10:28

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a _____ class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? GNFD inc DBA Newburyport
Sunoco

Business address of concern. No. 59 storey Ave St.,
Newburyport City - Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? Corp

3. If an individual, state full name and residential address.

4. If a co-partnership, state full names and residential addresses of the persons composing it.

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President George DARBOUT 234 Low street Apt 10 Newburyport N

Secretary JOSEPH FAVES 30 Fletcher Rd WINDHAM NH 03087

Treasurer JOSEPH FAVES 30 Fletcher Rd WINDHAM NH 03087

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? NO

If so, is your principal business the sale of new motor vehicles? NO

Is your principal business the buying and selling of second hand motor vehicles? NO

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

Gas station / state inspection
Car Repair

8. Are you a recognized agent of a motor vehicle manufacturer?

No

(Yes or No)

If so, state name of manufacturer

9. Have you a signed contract as required by Section 58, Class 1?

(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof?

yes

(Yes or No)

If so, in what city — town

Newburyport

Did you receive a license?

yes

(Yes or No)

For what year?

2019

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked?

No

(Yes or No)

Sign your name in full

Joseph Jones

(Duly authorized to represent the concern herein mentioned)

Residence

30 Fletcher Rd WINDHAM
NH 03087

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)



UTICA MUTUAL INSURANCE COMPANY
NEW HARTFORD, NEW YORK
EXECUTION REPORT FOR BOND

U/W Code

CODING SOURCE	0# Acct Number:	EFFECTIVE DATE 12/19/2019
POLICY NUMBER SU4490005		EXPIRATION DATE 12/19/2020
<input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL <input type="checkbox"/> ENDORSEMENT		TRANS. EFFECTIVE DATE
INSURED		BOND AMOUNT \$25,000.00
GNFD, Inc. dba Newburyport Sunoco		TOTAL PREMIUM \$250.00
ADDRESS		CSP/POLICY TYPE
59 Storey Avenue		TRANS. 2111 POLICY CT 1 UND. 4
Newburyport MA 01950		SIC # 55211 BILL CODE 1
OBLIGEE (FULL ADDRESS REQUIRED)		LINE 2273
Commonwealth of MA, Registry of Motor Vehicles		STATE OR FOREIGN COUNTRY 20
One Copley Place		TAX TOWN (Required for AL, FL, GA, KY, LA, SC)
Boston MA 02119		PLAN 01
NATURE OF RISK Dealer Bond		PLAN WITH SURCHARGE (Required for KY)
SERIES X	COMPANY CODE 1	COMMISSION 30%
REG. OFF. 04	AGENT NO. 70135	CLASS CODE 927
AGENT		FIDELITY FORM (Col. 48)
MACDONALD & PANGIONE		SURETY TYPE OF CONTRACT (Col. 50)
ADDRESS		GROSS LIMIT 000 TREATY LIMIT
104 MAIN ST		ENDORSEMENT
NORTH ANDOVER MA 01845		
RENEWAL METHOD: <input checked="" type="checkbox"/> COLLECTION OF PREMIUM <input type="checkbox"/> CONTINUATION CERTIFICATE <input type="checkbox"/> NEW BOND		
BOND APPROVED BY:	BOND SIGNED BY: Lauri A. Emmerich (Attorney-in-Fact)	DATE 09/04/2019
REMARKS:		

8-b-44a Ed. 11-96

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2020 FEB 12 AM 11:51

Committee Items-March 09, 2020

Public Safety

In Committee:

Consent Agenda:

ORD166_02_10_2020 Harris St: Change in Parking restrictions

APPL002_02_24_2020 Ride to end ALZ

APPL003_02_24_2020 Nbpt PMC kids Ride

MOTION
TO JO/PK
PS/SU

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Date: February 10, 2020

Amended as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

THAT pursuant to the CITY OF NEWBURYPORT Code of Ordinances Section 13-180.1 and Section 13-166 the CITY COUNCIL of the CITY OF NEWBURYPORT hereby amends and approves as follows:

Chapter 13	Traffic and Motor Vehicles
Article 4	Specific Street Schedules
Division 6	Stopping, Standing and Parking
Section 13-180(g)(2)	Resident Parking Zones, <i>Zone 2</i>

Amend existing Section as follows, with deletions ~~double-stricken through in bold~~, and additions double-underlined in bold:

(g) Designation of two-hour residential parking permit zones.

...

(2) *Zone 2*: Includes the following streets between High Street, State Street, the Merrimack River, and Winter Street,:

<u>Street</u>	<u>Extent</u>
---------------	---------------

...

Harris	From Green Street to State Street, both sides <u>northeasterly side only</u>
--------	---

...

Councillor Joseph H. Devlin

Councillor Jared J. Eigerman

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. 617-393-2017 Fax. 617-868-6726

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

NAME OF EVENT: Ride to End Alz

Date: 6/6/2020 Time: from 8am to 11am

Rain Date: N/A Time: from _____ to _____

2. Location*: See attached maps

*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: _____ Public _____ Private _____

4. Name of Organizer: Alzheimer's Association City Sponsored Event: Yes _____ No X

Contact Person _____

Address: 309 Waverley Oaks Rd Waltham, MA Telephone: 6173932017

E-Mail: STrimble@alz.org Cell Phone: _____

Day of Event Contact & Phone: Sara Trimble 6318975457

5. Number of Attendees Expected: 500

6. MA Tax Number: 13-3039601

7. Is the Event Being Advertised? Yes Where? Social media

8. What Age Group is the Event Targeted to? All Ages

9. Have You Notified Neighborhood Groups or Abutters? Yes _____ No _____, Who? _____

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NEWBURYPORT, MA
2020 FEB 18 PM 3:08

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

A. Vending: Food _____ Beverages _____ Alcohol _____ Goods _____ Total # of Vendors _____

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? 1
- b) How many recycling receptacles will you be providing? _____
- 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 ? _____

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: _____

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: Alzheimer's Association

2. Name, Address & Daytime Phone Number of Organizer: 309 Waverley Oaks Rd Waltham, MA 02452
Sara Trimble 617-393-2017

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up Same as above

4. Date of Event: 6/6/2020 Expected Number of Participants: 500

5. Start Time: 8AM Expected End Time: 11AM

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): See attached maps

7. Locations of Water Stops (if any): 8 Graf Road

8. Will Detours for Motor Vehicles Be Required? NO If so, where? _____

9. Formation Location & Time for Participants: See attached cue sheets

10. Dismissal Location & Time for Participants: See attached cue sheets

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 _____

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

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF Dep SHB 2/11/20 0 Greenleaf St.
 DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK _____ 60 Pleasant St.

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: _____

Laura Trimble

Date: _____

1/24/2020



Timeline and Overview of Event

The Ride to End Alzheimer's is proposed as follows:

This untimed endurance event is proposed to start at 7 AM on Saturday June 6, 2019 at Hampton Beach State Park. At the start of each course riders may be grouped tightly together, but as they follow the route the distance between riders will grow, often with large gaps. We anticipate approximately 550 cyclists; 250 riders on the 30-mile course, 150 on the 62-mile course, and 100 on the 100-mile course.

Alzheimer's Association will have volunteers strategically placed along the route to assist with directions and to support the riders. All major intersections as well as traffic control for the start of the event, will be coordinated by our professional route director, Darrell Prillaman of Gran Fondo National Series. We are not requesting any road closures or police controlled intersections aside from the start of the route as riders take a right hand turn onto Route 1A North. If you feel there are safety concerns with any of the intersections on the course that would require police details please let us know. Please also provide any additional feedback or suggestions you might have.

Route Director, Darrell Prillaman will be in a lead vehicle on the course to verify all turns and intersections are visibly marked appropriately. There will also be four other support and gear vehicles on the course to assist cyclists. Event vehicles will visibly marked as such and are instructed to obey all traffic laws.

There will be five pit stops strategically placed along the route, all of which are located on privately owned properties. We have secured permission directly from these private institutions, and will be providing liability insurance certificates to them. *In towns with no pit stops, the copies of insurance binders covering riders as they pass through your town will be kept with support vehicles the day of the event, as well as at the Start/Finish line area and the Alzheimer's Association.*

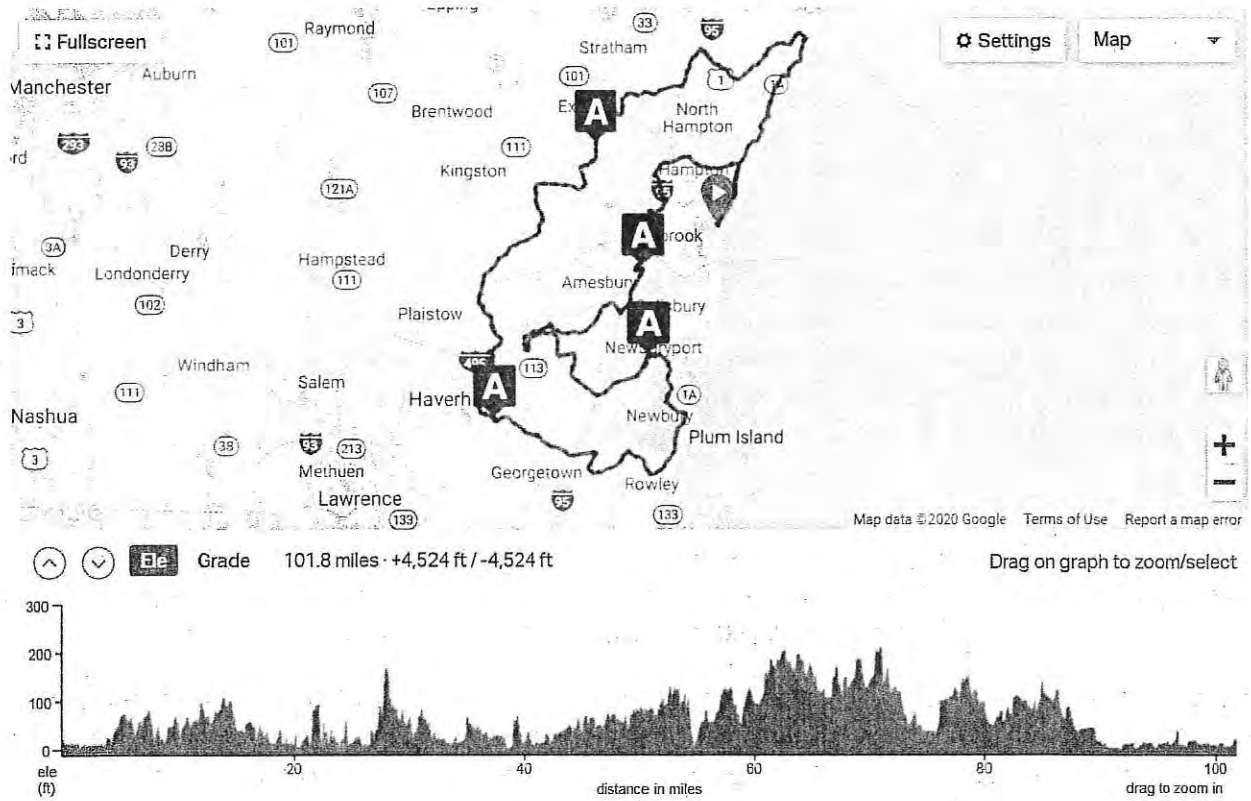
We are concerned about the environment and the local communities in proximity to this event. In order to ensure low-negative impact on the environment, the route will be marked with reusable, high-visibility signage. When marking route directions on pavement, we always use a water soluble spray chalk that has a limited environmental and visual impact. With regard to the local communities, we are dedicated to building appreciation for cycling in the community and do all we can to minimize impact on local residence.



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100 MILE ROUTE MAP

Red "A" Symbols indicate First Aid Stations



Start & Finish Line: Hampton Beach State Park- Hampton, NH

Type	Details	Town	State	Distance from Start (Miles)	Time (20 mph)	Time (10 mph)
START	Start of route	Hampton	NH	0.00	7:00:00 AM	7:00:00 AM
←	Turn left onto State Park Rd	Hampton	NH	0.08	7:00:14 AM	7:00:29 AM
→	Turn right onto NH-1A N	North Hampton	NH	0.11	7:00:20 AM	7:00:40 AM
←	Turn right to stay on NH-1A N	North Hampton	NH	0.20	7:00:36 AM	7:01:12 AM
←	Turn left onto NH-27 W/High St	Hampton	NH	3.43	7:10:17 AM	7:20:35 AM
→	Turn right onto Lafayette Rd	Hampton	NH	5.74	7:17:13 AM	7:34:26 AM
←	Turn left onto Exeter Rd	Hampton	NH	5.75	7:17:15 AM	7:34:30 AM
←	Turn left onto Towle Farm Rd	Hampton	NH	6.17	7:18:31 AM	7:37:01 AM
←	Turn left onto Brown Rd	Hampton Falls	NH	8.26	7:24:47 AM	7:49:34 AM
←	Turn left onto NH-88 E	Hampton Falls	NH	9.28	7:27:50 AM	7:55:41 AM
→	Turn right onto US-1 S	Hampton Falls	NH	9.83	7:29:29 AM	7:58:59 AM
→	Slight right after Citizens Bank (on the left)	Hampton Falls	NH	9.88	7:29:38 AM	7:59:17 AM
←	Turn left onto Stard Rd	Hampton Falls	NH	10.98	7:32:56 AM	8:05:53 AM
↑	Continue onto Batchelder Rd	Seabrook	NH	12.01	7:36:02 AM	8:12:04 AM
↑	Continue onto Locust St	Salisbury	MA	12.99	7:38:58 AM	8:17:56 AM
←	Turn left onto Congress St	Salisbury	MA	14.18	7:42:32 AM	8:25:05 AM
←	Turn left onto Main St	Salisbury	MA	14.25	7:42:45 AM	8:25:30 AM
→	Turn right onto Rabbit Rd	Salisbury	MA	14.67	7:44:01 AM	8:28:01 AM
AID	Pit Stop #1	Salisbury	MA	14.80	7:44:24 AM	8:28:48 AM
↑	Continue onto Merrill St	Salisbury	MA	16.50	7:49:30 AM	8:39:00 AM
→	Turn right toward Main St	Amesbury	MA	17.23	7:51:41 AM	8:43:23 AM
→	Turn right onto Main St	Amesbury	MA	17.25	7:51:45 AM	8:43:30 AM

↑	Continue onto Evans Pl	Amesbury	MA	17.40	7:52:12 AM	8:44:24 AM
↑	Continue onto Main St	Amesbury	MA	17.62	7:52:52 AM	8:45:43 AM
←	Turn left onto Merrimac St	Amesbury	MA	18.40	7:55:12 AM	8:50:24 AM
↑	Continue onto Pleasant Valley Rd	Amesbury	MA	18.84	7:56:31 AM	8:53:02 AM
←	Slight right onto Skunk Rd	Merrimac	MA	21.50	8:04:30 AM	9:09:00 AM
Split	100 and 62 MILE SPLIT	Merrimac	MA	21.70	8:05:06 AM	9:10:12 AM
←	Turn left onto Middle Rd	Merrimac	MA	21.86	8:05:35 AM	9:11:10 AM
↑	Continue onto River Rd	Merrimac	MA	22.28	8:06:50 AM	9:13:41 AM
←	Turn left onto E Main St	Haverhill	MA	24.13	8:12:23 AM	9:24:47 AM
←	Turn left onto River Rd	West Newbury	MA	24.37	8:13:07 AM	9:26:13 AM
→	Slight right onto Coffin St	West Newbury	MA	26.56	8:19:41 AM	9:39:22 AM
←	Turn left onto MA-113 E	West Newbury	MA	27.45	8:22:21 AM	9:44:42 AM
→	Turn right onto Chase St	West Newbury	MA	28.28	8:24:50 AM	9:49:41 AM
→	Turn right onto Middle St	West Newbury	MA	28.80	8:26:24 AM	9:52:48 AM
←	Turn left onto Indian Hill St	West Newbury	MA	29.49	8:28:28 AM	9:56:56 AM
←	Turn left onto South St	West Newbury	MA	31.13	8:33:23 AM	10:06:47 AM
↑	Continue onto Scotland Rd	Newbury	MA	31.61	8:34:50 AM	10:09:40 AM
↑	Continue onto Parker St	Newbury	MA	33.61	8:40:50 AM	10:21:40 AM
↑	Continue onto Graf Rd	Newburyport	MA	34.26	8:42:47 AM	10:25:34 AM
AID	Pit Stop #2	Newburyport	MA	34.50	8:43:30 AM	10:27:00 AM
→	Turn right onto Low St	Newburyport	MA	34.73	8:44:11 AM	10:28:23 AM
↑	Continue onto Pond St	Newburyport	MA	34.93	8:44:47 AM	10:29:35 AM
→	Turn right onto High St	Newburyport	MA	35.25	8:45:45 AM	10:31:30 AM
→	Turn right onto Hanover St	Newbury	MA	36.29	8:48:52 AM	10:37:44 AM
←	Slight left onto Green St	Newbury	MA	36.44	8:49:19 AM	10:38:38 AM
→	Turn right onto Hay St	Newbury	MA	37.28	8:51:50 AM	10:43:41 AM

←	Turn left onto Newman Rd	Newbury	MA	38.41	8:55:14 AM	10:50:28 AM
→	Turn right onto MA-1A S	Newbury	MA	39.56	8:58:41 AM	10:57:22 AM
→	Turn right onto Cross St	Rowley	MA	42.43	9:07:17 AM	11:14:35 AM
→	Slight right to stay on Cross St	Rowley	MA	42.75	9:08:15 AM	11:16:30 AM
→	Slight right to stay on Cross St	Rowley	MA	43.34	9:10:01 AM	11:20:02 AM
↑	Continue onto Central St	Rowley	MA	43.41	9:10:14 AM	11:20:28 AM
↑	Continue onto Glen St	Rowley	MA	44.86	9:14:35 AM	11:29:10 AM
↑	Continue onto Hillside St	Rowley	MA	45.41	9:16:14 AM	11:32:28 AM
→	Slight right onto Wethersfield St	Rowley	MA	46.40	9:19:12 AM	11:38:24 AM
↑	Continue onto Jewett St	Rowley	MA	47.51	9:22:32 AM	11:45:04 AM
→	Turn right onto Warren St	Georgetown	MA	47.67	9:23:01 AM	11:46:01 AM
←	Turn left onto Jackman St	Georgetown	MA	48.57	9:25:43 AM	11:51:25 AM
↑	Continue straight onto Jewett St	Georgetown	MA	49.43	9:28:17 AM	11:56:35 AM
→	Turn right onto Thurlow St	Georgetown	MA	50.00	9:30:00 AM	12:00:00 PM
↑	Continue onto Byfield Rd	Georgetown	MA	51.50	9:34:30 AM	12:09:00 PM
↑	Continue onto 7 Star Rd	Groveland	MA	51.90	9:35:42 AM	12:11:24 PM
←	Turn left onto Bare Hill Rd	Groveland	MA	51.93	9:35:47 AM	12:11:35 PM
↑	Continue onto Rollins St	Groveland	MA	53.06	9:39:11 AM	12:18:22 PM
←	Slight left onto Garrison St	Groveland	MA	53.70	9:41:06 AM	12:22:12 PM
↑	Continue onto Gardner St	Groveland	MA	54.08	9:42:14 AM	12:24:29 PM
→	Turn right onto Elm Park	Groveland	MA	54.38	9:43:08 AM	12:26:17 PM
AID	Pit Stop #3	Groveland	MA	54.45	9:43:21 AM	12:26:42 PM
→	Turn right onto MA-97 N	Groveland	MA	54.52	9:43:34 AM	12:27:07 PM
↑	Continue onto Groveland St	Haverhill	MA	54.80	9:44:24 AM	12:28:48 PM
→	Turn right onto Pine St	Haverhill	MA	55.29	9:45:52 AM	12:31:44 PM
↑	Continue straight onto Kenoza St	Haverhill	MA	55.42	9:46:16 AM	12:32:31 PM

→	Slight right onto Middle Rd	Haverhill	MA	56.78	9:50:20 AM	12:40:41 PM
→	Turn right onto Amesbury Rd	Haverhill	MA	58.54	9:55:37 AM	12:51:14 PM
←	Turn left onto Brandy Brow Rd	Haverhill	MA	59.43	9:58:17 AM	12:56:35 PM
→	Slight right onto Heath Rd	Haverhill	MA	60.04	10:00:07 AM	1:00:14 PM
←	Turn left onto Hadley Rd	Haverhill	MA	60.80	10:02:24 AM	1:04:48 PM
←	Turn left onto W Hadley Rd	Merrimac	MA	61.48	10:04:26 AM	1:08:53 PM
→	Turn right to stay on W Hadley Rd	Merrimac	MA	61.50	10:04:30 AM	1:09:00 PM
→	Keep right to continue on Wentworth Dr	Newton	NH	61.81	10:05:26 AM	1:10:52 PM
→	Slight right onto NH-108 N	Newton	NH	62.09	10:06:16 AM	1:12:32 PM
↑	Continue onto Maple Ave	Newton	NH	64.39	10:13:10 AM	1:26:20 PM
↑	Continue onto Chase Rd	Newton	NH	65.28	10:15:50 AM	1:31:41 PM
↑	Continue onto South Road	Newton	NH	66.77	10:20:19 AM	1:40:37 PM
↑	Continue straight onto NH-108 N	Newton	NH	68.86	10:26:35 AM	1:53:10 PM
→	Turn right onto Stumpfield Rd	South Hampton	NH	69.26	10:27:47 AM	1:55:34 PM
←	Turn left onto Trundlebed Ln	East Kingston	NH	71.49	10:34:28 AM	2:08:56 PM
←	Turn left onto NH-150 N	Kensington	NH	71.94	10:35:49 AM	2:11:38 PM
→	Turn right onto N Rd	Kensington	NH	72.84	10:38:31 AM	2:17:02 PM
←	Turn left onto Drinkwater Rd	Kensington	NH	73.74	10:41:13 AM	2:22:26 PM
AID	Pit Stop #4	Kensington	NH	74.10	10:42:18 AM	2:24:36 PM
→	Turn right to stay on Drinkwater Rd	Kensington	NH	76.06	10:48:11 AM	2:36:22 PM
→	Turn right onto High St	Kensington	NH	76.08	10:48:14 AM	2:36:29 PM
←	Turn left onto Guinea Rd	Exeter	NH	77.21	10:51:38 AM	2:43:16 PM
→	Slight right onto Stratham Heights Rd	Exeter	NH	78.06	10:54:11 AM	2:48:22 PM
→	Turn right onto Bunker Hill Ave	Exeter	NH	79.35	10:58:03 AM	2:56:06 PM
↑	Continue onto Walnut Ave	Stratham	NH	79.75	10:59:15 AM	2:58:30 PM
↑	Continue onto Lovering Rd	Stratham	NH	79.92	10:59:46 AM	2:59:31 PM

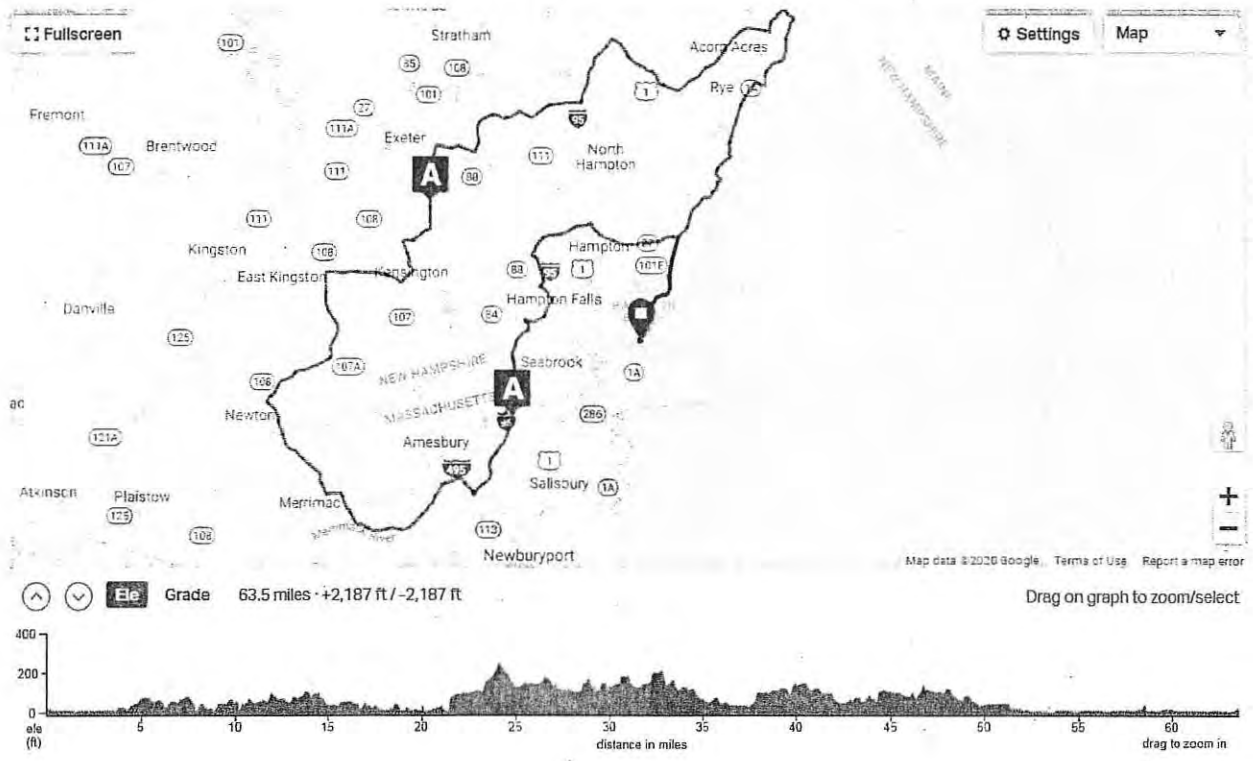
←	Turn left onto NH-151	North Hampton	NH	81.31	11:03:56 AM	3:07:52 PM
→	Turn right onto Breakfast Hill Rd	North Hampton	NH	83.34	11:10:01 AM	3:20:02 PM
↑	Continue onto Washington Rd	Greenland	NH	85.01	11:15:02 AM	3:30:04 PM
←	Slight left onto Wallis Rd	Greenland	NH	87.47	11:22:25 AM	3:44:49 PM
←	Turn left onto Brackett Rd	Rye	NH	89.22	11:27:40 AM	3:55:19 PM
→	Turn right onto Parsons Rd	Rye	NH	89.99	11:29:58 AM	3:59:56 PM
↑	Continue onto Marsh Rd	Rye	NH	90.25	11:30:45 AM	4:01:30 PM
→	Turn right onto NH-1A	Rye	NH	90.43	11:31:17 AM	4:02:35 PM
←	Turn left onto State Park Rd	Hampton	NH	101.64	12:04:55 PM	5:09:50 PM
→	Turn right	Hampton	NH	101.67	12:05:01 PM	5:10:01 PM
←	Slight left	Hampton	NH	101.71	12:05:08 PM	5:10:16 PM
END	End of route	Hampton	NH	101.75	12:05:15 PM	5:10:30 PM



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62 MILE ROUTE MAP

Red "A" Symbols indicate First Aid Stations



62 Mile Route - Ride to End ALZ

Start & Finish Line: Hampton Beach State Park- Hampton, NH

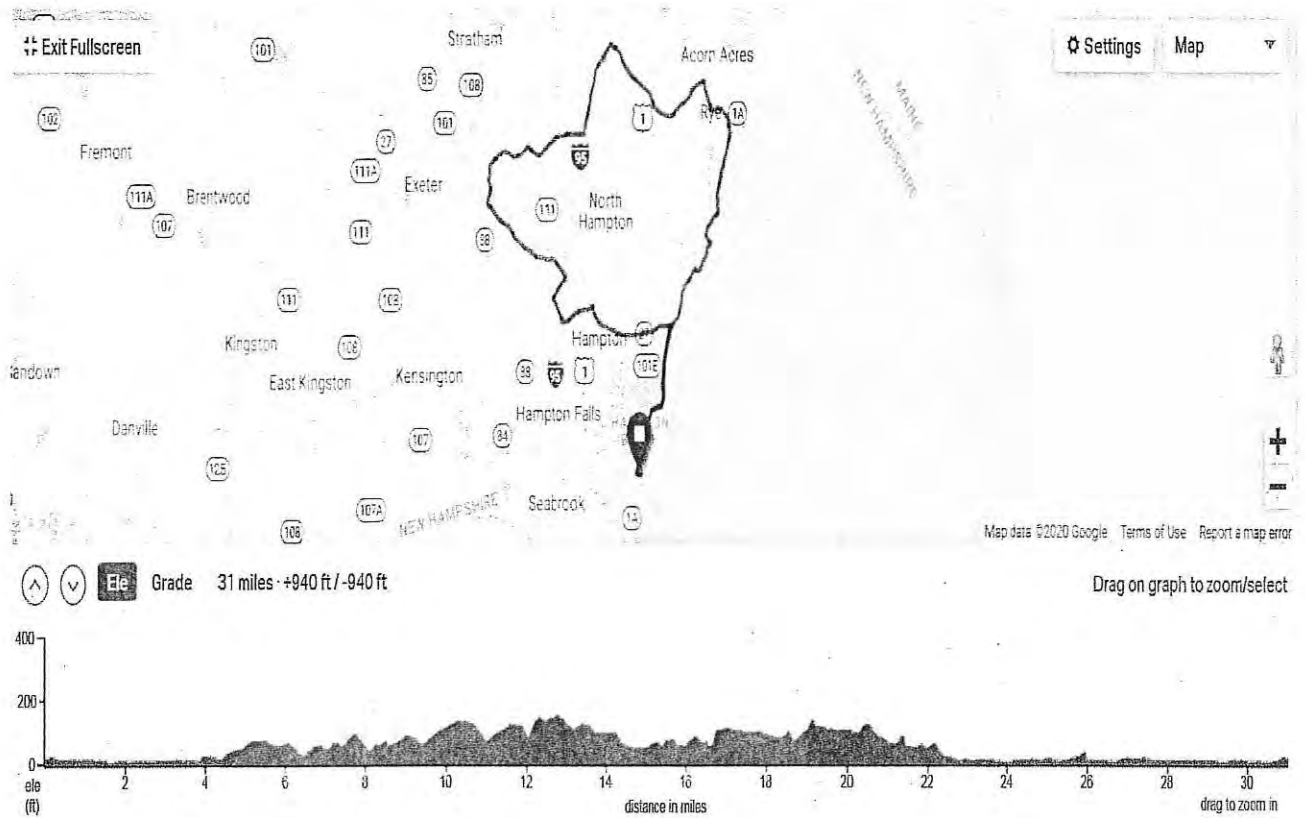
Type	Details	Town	State	Distance from Start (Miles)	Time (20 mph)	Time (10 mph)
START	Start of route	Hampton	NH	0	9:00:00 AM	9:00:00 AM
→	Turn right onto NH-1A N	Hampton	NH	0.05	9:00:09 AM	9:00:18 AM
→	Turn right to stay on NH-1A N	North Hampton	NH	0.14	9:00:25 AM	9:00:50 AM
→	Turn left onto NH-27 W	Hampton	NH	3.37	9:10:07 AM	9:20:13 AM
←	Turn right onto Lafayette Rd	Hampton	NH	5.68	9:17:02 AM	9:34:05 AM
→	Turn left onto Exeter Rd	Hampton	NH	5.69	9:17:04 AM	9:34:08 AM
←	Turn left onto Towle Farm Rd	Hampton	NH	6.11	9:18:20 AM	9:36:40 AM
←	Turn left onto Brown Rd	Hampton Falls	NH	8.20	9:24:36 AM	9:49:12 AM
←	Turn left onto NH-88 E	Hampton Falls	NH	9.22	9:27:40 AM	9:55:19 AM
←	Turn right onto US-1 S	Hampton Falls	NH	9.77	9:29:19 AM	9:58:37 AM
→	Slight right after Citizens Bank (on the left)	Hampton Falls	NH	9.82	9:29:28 AM	9:58:55 AM
→	Turn left onto Stard Rd	Hampton Falls	NH	10.92	9:32:46 AM	10:05:31 AM
←	Continue onto Batchelder Rd	Seabrook	NH	11.95	9:35:51 AM	10:11:42 AM
↑	Continue onto Locust St	Salisbury	MA	12.93	9:38:47 AM	10:17:35 AM
↑	Turn left onto Congress St	Salisbury	MA	14.12	9:42:22 AM	10:24:43 AM
←	Turn left onto Main St	Salisbury	MA	14.19	9:42:34 AM	10:25:08 AM
←	Turn right onto Rabbit Rd	Salisbury	MA	14.61	9:43:50 AM	10:27:40 AM
AID	Pit Stop #1	Salisbury	MA	14.90	9:43:50 AM	10:27:40 AM
↑	Continue onto Merrill St	Salisbury	MA	16.44	9:49:19 AM	10:38:38 AM
→	Turn right toward Main St	Amesbury	MA	17.17	9:51:31 AM	10:43:01 AM
→	Turn right onto Main St	Amesbury	MA	17.19	9:51:34 AM	10:43:08 AM
↑	Continue onto Evans Pl	Amesbury	MA	17.34	9:52:01 AM	10:44:02 AM

↑	Continue onto Main St	Amesbury	MA	17.56	9:52:41 AM	10:45:22 AM
←	Turn left onto Merrimac St	Amesbury	MA	18.34	9:55:01 AM	10:50:02 AM
↑	Continue onto Pleasant Valley Rd	Amesbury	MA	18.78	9:56:20 AM	10:52:41 AM
→	Slight right onto Skunk Rd	Merrimac	MA	21.44	10:04:19 AM	11:08:38 AM
SPLIT	100 and 62 MILE SPLIT	Merrimac	MA	21.50	10:04:19 AM	11:08:38 AM
↑	Continue onto Emery St	Merrimac	MA	21.80	10:05:24 AM	11:10:48 AM
←	Turn left onto MA-110 W	Merrimac	MA	22.45	10:07:21 AM	11:14:42 AM
→	Turn right onto Bear Hill Rd	Merrimac	MA	22.88	10:08:38 AM	11:17:17 AM
↑	Continue straight onto Amesbury Rd	Newton	NH	25.92	10:17:46 AM	11:35:31 AM
→	Turn right onto Maple Ave	Newton	NH	26.24	10:18:43 AM	11:37:26 AM
↑	Continue onto Chase Rd	Newton	NH	27.13	10:21:23 AM	11:42:47 AM
↑	Continue onto South Road	Newton	NH	28.62	10:25:52 AM	11:51:43 AM
↑	Continue straight onto NH-108 N	South Hampton	NH	30.72	10:32:10 AM	12:04:19 PM
→	Turn right onto Stumpfield Rd	East Kingston	NH	31.12	10:33:22 AM	12:06:43 PM
←	Turn left onto Trundlebed Ln	Kensington	NH	33.34	10:40:01 AM	12:20:02 PM
←	Turn left onto NH-150 N	Kensington	NH	33.79	10:41:22 AM	12:22:44 PM
→	Turn right onto N Rd	Kensington	NH	34.69	10:44:04 AM	12:28:08 PM
←	Turn left onto Drinkwater Rd	Kensington	NH	35.59	10:46:46 AM	12:33:32 PM
AID	Pit Stop #2	Kensington	NH	35.90	10:46:46 AM	12:33:32 PM
→	Turn right to stay on Drinkwater Rd	Kensington	NH	37.92	10:53:46 AM	12:47:31 PM
→	Turn right onto High St	Exeter	NH	37.93	10:53:47 AM	12:47:35 PM
←	Turn left onto Guinea Rd	Exeter	NH	39.06	10:57:11 AM	12:54:22 PM
→	Slight right onto Stratham Heights Rd	Exeter	NH	39.92	10:59:46 AM	12:59:31 PM
→	Turn right onto Bunker Hill Ave	Stratham	NH	41.21	11:03:38 AM	1:07:16 PM
↑	Continue onto Walnut Ave	Stratham	NH	41.60	11:04:48 AM	1:09:36 PM
↑	Continue onto Lovering Rd	North Hampton	NH	41.78	11:05:20 AM	1:10:41 PM



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30 MILE ROUTE MAP



30 Mile Route - Ride to End ALZ

Start & Finish Line: Hampton Beach State Park- Hampton, NH

Type	Details	Town	State	Distance from Start (Miles)	Time (20 mph)	Time (10 mph)
START	Start of route	Hampton	NH	0	11:00:00 AM	11:00:00 AM
↑	Continue onto State Park Rd	Hampton	NH	0.07	11:00:13 AM	11:00:25 AM
→	Turn right onto NH-1A N	Hampton	NH	0.17	11:00:31 AM	11:01:01 AM
→	Turn right to stay on NH-1A N	North Hampton	NH	0.26	11:00:47 AM	11:01:34 AM
→	Slight right	Hampton	NH	3.41	11:10:14 AM	11:20:28 AM
↑	Continue onto NH-27 W	Hampton	NH	3.52	11:10:34 AM	11:21:07 AM
→	Turn right onto Lafayette Rd	Hampton	NH	5.82	11:17:28 AM	11:34:55 AM
←	Turn left onto Exeter Rd	Hampton	NH	5.83	11:17:29 AM	11:34:59 AM
←	Turn left onto Towle Farm Rd	Hampton	NH	6.25	11:18:45 AM	11:37:30 AM
→	Turn right onto Mary Batchelder Rd	Hampton	NH	7.31	11:21:56 AM	11:43:52 AM
→	Turn right onto Timber Swamp Rd	Hampton Falls	NH	7.89	11:23:40 AM	11:47:20 AM
←	Turn left onto NH-27 W	Hampton	NH	8.54	11:25:37 AM	11:51:14 AM
→	Turn right onto Guinea Rd	Exeter	NH	11.45	11:34:21 AM	12:08:42 PM
→	Slight right onto Stratham Heights Rd	Stratham	NH	12.3	11:36:54 AM	12:13:48 PM
→	Turn right onto Bunker Hill Ave	Stratham	NH	13.6	11:40:48 AM	12:21:36 PM
↑	Continue onto Walnut Ave	North Hampton	NH	13.99	11:41:58 AM	12:23:56 PM
↑	Continue onto Lovering Rd	North Hampton	NH	14.16	11:42:29 AM	12:24:58 PM
←	Turn left onto NH-151	North Hampton	NH	15.55	11:46:39 AM	12:33:18 PM
→	Turn right onto Breakfast Hill Rd	Greenland	NH	17.58	11:52:44 AM	12:45:29 PM
↑	Continue onto Washington Rd	Greenland	NH	19.25	11:57:45 AM	12:55:30 PM
→	Turn right onto Central Rd	Rye	NH	21.36	12:04:05 PM	1:08:10 PM
←	Turn left onto Locke Rd	Rye	NH	21.99	12:05:58 PM	1:11:56 PM
→	Turn right onto NH-1A S	Hampton	NH	22.88	12:08:38 PM	1:17:17 PM
←	Turn left onto State Park Rd	Hampton	NH	30.91	12:32:44 PM	2:05:28 PM
END	End of route	Hampton	NH	31.01	12:33:02 PM	2:06:04 PM



**RIDE TO END ALZ
COURSE CONTROL PLAN**

(Based on an average speed range from 20mph to 10 mph)


100-mile course map: <https://ridewithgps.com/routes/31758364>

62-mile course map: <https://ridewithgps.com/routes/31758357>

35-mile course map: <https://ridewithgps.com/routes/31758360>

Location	Control Type	Direction of Route	Distance for 100 mile	Time Active for 100 mile riders	Distance for 62 mile	Time Active for 62 mile riders	Distance for 35 mile	Time Active for 35 mile riders
Start of all routes:								
Exit of Hampton Beach State Park & NH-1A S	Police- Hampton, NH	Right Turn		7:00 AM		9:00 AM		11:00 AM
NH-1A S & NH-27 W	Police- Hampton? or STAFF	Left Turn	Mile 3.4	7:10 to 7:20	Mile 3.4	9:10 to 9:20	Mile 3.4	11:10 to 11:20
Towle Farm Road & Mary Batchelder Road → 30mi Split ←		30mi go Right 100mi & 60mi go Straight	Mile 6.2	7:18 to 7:37	Mile 6.2	9:18 to 9:36	Mile 6.2	11:15 to 11:50
Rabbit Road & Merrill Street	Police- Amesbury, MA	Straight	Mile 14.6	7:44 to 8:28	Mile 14.6	9:44 to 10:27		
Skunk Road & Middle Road → 100mi and 60mi Split ←		100mi go Left 60 mi go Straight	Mile 21.44	8:04 to 9:09	Mile 21.44	10:04 to 11:08		
River Road & E Main Street / Rocks Village Bridge (100mi riders only)	Police- Haverhill, MA	Left Turn	Mile 24.13	8:12 to 9:24				
RT1 (aka Newburyport Turnpike) & Glen Street	Police- Rowley, MA	Straight	Mile 44.9	9:14 to 11:29				
Glen Street & Hillside Rd	Police- Rowley, MA	Left Turn	Mile 45.4	9:16 to 11:32				
NH-108/N Main St & Amesbury Road → 100mi and 60mi Merge ←	Police- Newton, NH	100mi go Straight 60 mi go Right	Mile 64.4	10:26 to 1:53	Mile 27.13	10:21 to 11:42		
Chase Road & Main Ave	Police- South Hampton, NH	Straight	Mile 66.8	10:20 to 1:50	Mile 36.8	10:00 to 11:55		
Route 108/107 Intersection	Police- East Kingston, NH	Straight	Mile 68.66	10:26 to 1:53	Mile 30.72	10:32 to 12:04		
NH-27 E/High St & Guinea Rd Merge for 30mi and 100/60mi	Police- Exeter, NH	Left Turn for 60,100 Right Turn for 30mi	Mile 77.21	10:51 to 2:43	Mile 39.06	10:57 to 12:54	Mile 11.3	11:33 to 12:07
Lovering Rd & Post Rd	Police- Stratham, NH	Left Turn	Mile 81.3	11:03 to 3:07	Mile 41.6	11:04 to 1:09	Mile 15.4	11:46 to 12:32
Breakfasthill Rd & Rt-1	Police- Rye, NH	Straight	Mile 85	11:10 to 3:30	Mile 46.86	11:20 to 1:41	Mile 19	11:57 to 12:54
Marsh Rd & NH-1A N	Police- Rye, NH	Right Turn	Mile 90.4	11:31 to 4:02	Mile 52.2	11:36 to 2:13	Mile 30.13	12:30 to 2:00



alzheimer's  association®

**INCIDENT ACTION PLAN:
Ride to End ALZ**

The purpose of this Incident Action Plan (**IAP**) is to identify and mitigate any potential risks associated with the planning, implementation and successful completion of the event referenced below. The parties that are planning and coordinating this event are committed to ensuring that all participants, sponsors, community members and emergency personnel are able to partake in the event in a safe and organized manner. Prior to the event on site personnel must be advised of this action plan and their duties during an actual emergency as well as given a copy. The procedural information contained herein will be strictly adhered to.

Title of Event: "Ride to End ALZ"

Date(s) of Event: June 6, 2020; Start time 7 AM

Event Description: Bicycle ride, non-competitive

Location: See attached maps

On scene person in charge of event:

Sara Trimble
631-897-5457
strimble@alz.org

Route Director:

Darrell Prillaman
828-773-8143
darrellprillaman@yahoo.com

PARTICIPANT INJURY/MEDICAL EMERGENCY

1. **In the event of a medical emergency dial 911.**
The first course of action is to seek help for the victim by calling in appropriate authorities.
2. Call NET Control. (these are the Amateur radio operator that are connected to all key event staff and SAG vehicles) Am. radio operators are located at the NET Control tent near the start/finish line area, in all SAG vehicles, and at all Pit Stop locations. If you cannot locate a Amateur radio operator call Sara Trimble directly: 631-897-5457
3. Sara to call other Senior Staff (Susan Antkowiak, Jayne Paragona, & Charlene Bemis)
4. Senior Staff member to locate emergency contact for rider from master list at NET Control tent and call contact.

IF THIS IS A LIFE-THREATENING SITUATION: follow the steps above and...

1. Tell NET Control to have SAG vehicles locate Jim Wessler on course
 2. Call Jim Wessler on his cell phone: 617-775-7634
 3. Jayne Paragona to call national legal counsel
 4. Senior Staff to call Communications: Heather Maloney: 617-312-5338
- ***Do not speak to the press regarding incident, refer all inquiries to Heather.****

MISSING PERSON OR FOUND PERSON

FOUND PERSON:

In the event of a found person with dementia or child who is not with his/her family, please activate the following protocol:

1. Bring the person to the NET Control tent near the start/finish line area and let the Amateur radio operators know you have a missing person.
2. **DO NOT** broadcast the person's name over the walkie talkie. Instead call Jayne Paragona at 617-645-5255 to come to the NET Control tent. Jayne will work with the individual and Senior Staff on uniting the found person with their caregiver/guardian. (NET Control has the final master list with all participant contact information. If at the start/finish line area DJ can make announcement asking for caregiver/guardian to report to NET Control.)
3. **DO NOT** leave this person alone until Senior Staff arrive. If you cannot get this person to come with you to NET Control, Jayne or a Senior Staff member will meet you wherever you are. Be sure to communicate this when on the phone with Jayne.

MISSING PERSON: (Child or Person with Dementia) Reported by Family/Friends

If you come across someone that is looking for a missing person or child, please activate the following protocol:

If the missing person is out on the route (possibly lost):

1. Call NET Control. (these are the Amateur radio operators that are connected to all key event staff and SAG vehicles) Amateur radio operators are located at the NET Control tent near the start/finish line area, in all SAG vehicles, and at all Pit Stop locations. If you cannot locate an Amateur radio operator call Sara Trimble directly: 631-897-5457
2. Sara to call Senior Staff (Susan Antkowiak, Jayne Paragona, & Charlene Bemis)
3. NET Control will communicate to all SAG vehicles, key event staff, and pit stop captains that someone is missing and to report in if they are located.

If the missing person is at the start/finish line area:

1. Call Sara Trimble: 631-897-5457
2. Sara to call/radio Senior Staff
3. Senior Staff to ask DJ to make an announcement asking the missing person to report to the NET Control tent.
4. The Senior Staff Member will call 911 if the person is not at NET Control within 10 minutes.

VIOLENT EPISODE (gun violence, act of terrorism, etc.)

1. In the event of a violent episode, immediately move to safety, then call 911.
2. Notify Sara Trimble directly: 631-897-5457 and Senior Staff Members (Susan, Jayne, Charlene) who will dispatch an Emergency Call Tree (see page 3).
3. ****Do not speak to the press regarding incident, refer all inquiries to Heather or Senior Staff if Heather is not available.****
4. Police will provide direction on next steps.

MEDIA:

The Alzheimer's Association has invited a number of local media representatives to the Ride to End Alzheimer's. If you see someone who looks like a member of the press, please contact the **Communications on-site**, Heather Maloney: 617-312-5338. If a member of the media approaches you, please escort them to the Volunteer Check-In tent where they will be connected with the event spokespeople.

WEATHER EMERGENCY:

In the event of any weather emergency the Police, Sara Trimble or Darrell Prillaman may decide to halt the event for the safety of participants and the public. At no time will the decision to halt an event due to a weather related event by the Police be overridden by others.

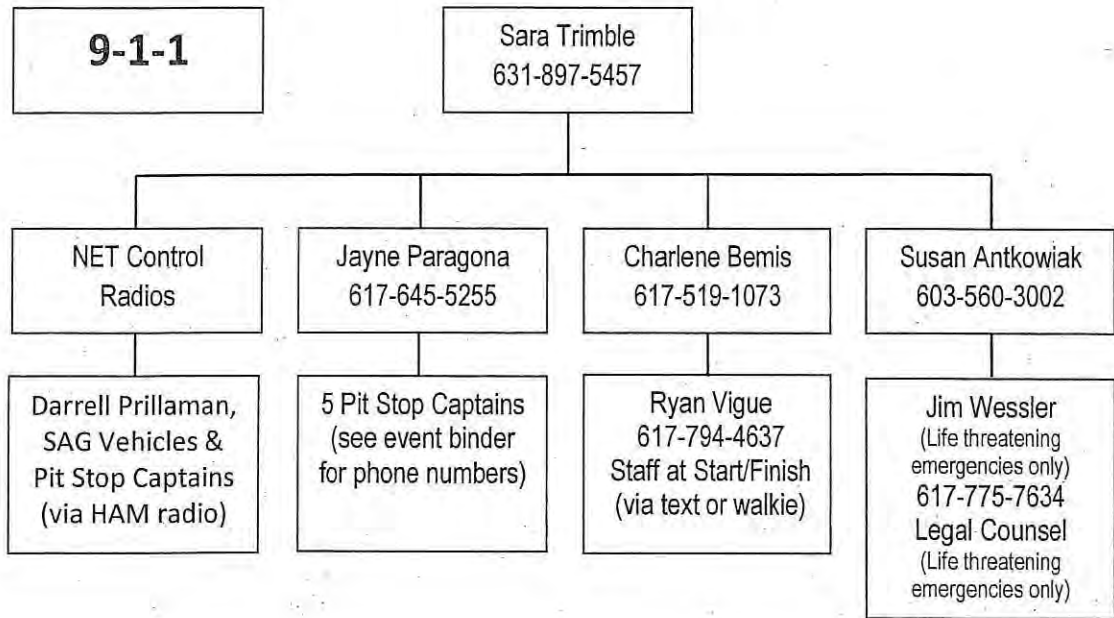
Coordination for the safety of participants and spectators will be accomplished by the event personnel verbally advising participants to seek shelter in vehicles or buildings. If and when the weather emergency has passed, a decision will be made by police personnel and the event manager as to when to allow the event to resume.

COMMUNICATION PLAN:

All on site event personnel (Event Manager, Senior Staff, EMS, Fire and Police, SAG Vehicles) will be connected via amateur radio operator, walkie talkies, and cell phones.

Direct communication with the local police will be handled by Darrell Prillaman (Course Director). Darrell will have communication with staff and volunteers whom are stationed throughout the event. The staff and volunteers shall be advised and instructed who to contact in an event related emergency.

EMERGENCY CALL TREE: (for severe weather, act of violence, and missing/found person if appropriate)



INCIDENT REPORTS:

For all incidents (including injuries, altercations, emergencies and anything out of the ordinary that requires staff or medical attention) the first staff member or volunteer on sight must complete an incident report. If the first person on sight is NOT a staff member, both the volunteer and staff member must complete an incident report. Blank reports can be found in the event binders in all SAG vehicles and at all Pit Stops.

Important Contacts:

Sara Trimble	631-897-5457	Event Manager
Charlene Bemis	617-519-1073	Director
Darrell Prillaman	828-773-8143	Route Director
Jim Wessler	617-775-7634	CEO
Susan Antkowiak	603-560-3002	Senior Staff
Jayne Paragona	617-645-5255	Senior Staff
Ryan Vigue	617-794-4637	Senior Staff

***** DIAL 9-1-1 FOR ALL EMERGENCIES *****

Local Police along the routes:

New Hampshire State Police	603-679-3333
Massachusetts State Police	978-462-7478
Essex County Sheriff	978-750-1900
Exeter, NH Police	603-772-1212
Georgetown, MA Police	978-352-5700
Greenland, NH Police	603-431-4624
Groveland, MA Police	978-521-1212
Hampton Falls, NH Police	603-772-4716
Hampton, NH Police	603-929-4444
Haverhill, MA Police	978-373-1212
Kensington, NH Police	603-772-2929
Merrimac, MA Police	978-346-8321
Newbury, MA Police	978-462-4440
Newburyport, MA Police	978-462-4411
Newton, NH Police	603-382-5586
Rowley, MA Police	978-948-7644
Rye, NH Police	603-964-5522
Salisbury, MA Police	978-465-3121
South Hampton, NH Police	603-394-0105
Stratham, NH Police	603-778-9691
West Newbury, MA Police	978-363-1212

Local Hospitals *(EMS will determine which hospital based on patient needs)*

Anna Jaques Hospital	978-463-1000	25 Highland Avenue	Newburyport	MA
Baldpate Hospital	978-352-2131	83 Baldpate Road	Georgetown	MA
Exeter Hospital	603-778-7311	5 Alumni Drive	Exeter	NH
Hampstead Hospital	603-329-5311	218 East Road	Hampstead	NH
Holy Family Hospital	978-374-2000	140 Lincoln Avenue	Haverhill	MA
Parkland Medical Center	603-432-1500	One Parkland Drive	Derry	NH
Portsmouth Regional Hospital	603-436-5110	333 Borthwick Avenue	Portsmouth	NH
Wentworth-Douglass Hospital	603-742-5252	789 Central Avenue	Dover	NH

ps

APPL003_02_24_2020

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2020 FEB 14 AM 11:52

City of Newburyport
60 Pleasant Street
Newburyport, MA 01950
February 14, 2020

Dear Newburyport City Council:

Please accept the following permit application for the 9th Annual Newburyport PMC Kids Ride.

The Pan Mass Challenge will provide an updated insurance certificate for this year's ride, which will be submitted to the City of Newburyport no later than April 15, 2020.

I have been in contact with Lise Reid at the Newburyport Parks Department about securing our date for June 14, 2020. At the City Parks meeting on February 20, 2020 Lise will bring our request to the committee for a **reduced** application/usage fee for Cashman Park, the Clipper City Rail Trail and the basketball courts. As in past years, **ALL** money raised by our young bike riders at the Newburyport PMC Kids Ride goes directly to support innovative cancer research and provide patient care at Dana Farber Cancer Institute.

Thank you to the City of Newburyport for your past support of the PMC Kids Ride! Together we make a difference in the fight against cancer.

Please feel free to reach out with any questions or concerns.

Sincerely,

Kelly Mahon
Newburyport PMC Kids Ride Coordinator & Newburyport Resident
(631)793-5776

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. _____

Fax. _____

2020 FEB 14 AM 11:51

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

NAME OF EVENT: Newburyport PMC Kids Ride (Challenge) *Pan mas*

Date: Sunday June 14 Time: from 9 AM to 12:00 PM

Rain Date: _____ Time: from _____ to _____

2. Location*: Clipper City Rail Trail, Cashman Park + basketball courts
*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Rail trail + Cashman Park Public Private _____

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

Contact Person
Address: 36 Beacon Ave - Nbpt Telephone: 631-793-5776

E-Mail: Kelly.mahon@comcast.net Cell Phone: _____

Day of Event Contact & Phone: 631-793-5776

5. Number of Attendees Expected: 100-150

6. MA Tax Number: _____

7. Is the Event Being Advertised? yes Where? PMC, local media,

8. What Age Group is the Event Targeted to? 4-13 years

9. Have You Notified Neighborhood Groups or Abutters? Yes _____ No Who? _____

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

A. Vending: Food _____ Beverages _____ Alcohol _____ Goods _____ Total # of Vendors _____

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: Ø

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
- 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 ? _____

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)

1 Standard # _____ ADA accessible

Name of company providing the portable toilets: TBD

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:

PMC Kids Ride

2. Name, Address & Daytime Phone Number of Organizer:

Kelly Mahon
310 Beacon Avenue
Newburyport MA 01950

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up

see above

4. Date of Event:

6/14/20

Expected Number of Participants:

100-150

5. Start Time:

9 AM

Expected End Time:

12 pm

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route):

Clipper City Rail Trail

(one crossing at Washington St. will request police detail)
end of Rail Trail and Cashman Park

7. Locations of Water Stops (if any):

end of Rail Trail and Cashman Park

8. Will Detours for Motor Vehicles Be Required? no If so, where?

no

9. Formation Location & Time for Participants:

Cashman Park

10. Dismissal Location & Time for Participants:

Cashman Park

11. Additional Parade Information:

• Number of Floats:

0

• Locations of Viewing Stations:

0

• Are Weapons Being Carried:

Yes _____ No X

• Are Marshalls Being Assigned to Keep Parade Moving:

Yes _____ No X

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

CITY MARSHAL

[Signature]

4 Green St.

FIRE CHIEF

[Signature] 2/1/20

0 Greenleaf St.

DEPUTY DIRECTOR

[Signature]

16A Perry Way

CITY CLERK

[Signature]

60 Pleasant St.

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: _____

Kelly Mahon

Date: _____

2/5/2020

