

**COMMITTEE ITEMS**

**JUNE 11, 2018**  
**Committee on Budget & Finance**

1. **TRAN011\_05\_14\_18** – Transfers – Capital and Reserve Fund \$1,879,054.50.
2. **ORDR034\_05\_14\_18** – Roof Replacements Project Loan.
3. **ORDR035\_05\_14\_18** – Budget Order FY2019.
4. **COMM044\_05\_14\_18** – Mayor’s Budget Presentation.
5. **TRAN012\_05\_29\_18** – Wtr Ret Earn \$1,065,000.00, Swr Ret Ear \$557,975.00 to Multiple Accts \$1,622,975.00.
6. **TRAN013\_05\_29\_18** – Hrbrmstr Ret Earn \$4,494.32 to HBR Debt Service \$4,494.32.
7. **TRAN014\_05\_29\_18** – NYS Rec Revolving Fund \$15,000.00 to YTH Brown School Exp \$15,000.00.
8. **ORDR038\_05\_29\_18** – Mello Contract.
9. **ORDR040\_05\_29\_18** – Wheelabrator contract.



# City of Newburyport

## FY 2018

### BUDGET TRANSFER REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2018 JUN -5 PM 1:55

Revised June 4, 2018

**Department:** Mayor's Office  
**Submitted by:** Donna D. Holaday, Mayor **Date Submitted:** 5/14/2018

**Transfer From:**

Account Name	<u>Multiple Accounts (see attached)</u>	YTD Bal:	<u>\$ -</u>
Account Number:	<u>See attached</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$1,879,054.50 \$1,894,054.50</u>	Trans Out:	<u>\$ -</u>
Why are Funds Available:	<u>See attached spreadsheet.</u>		

**Transfer To:**

Account Name	<u>Multiple Accounts (see attached)</u>	YTD Bal:	<u>\$ -</u>
Account Number:	<u>See attached</u>	Category:	<u>\$ -</u>
Amount:	<u>\$1,879,054.50 \$1,894,054.50</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Required:	<u>See attached spreadsheet.</u>		

Donna D. Holaday, Mayor  
 Ethan R. Manning, Auditor  
 City Council Approval: (Stamp)

*Donna D. Holaday*  
*Ethan R. Manning*

Date: 6/5/18  
 Date: 6/5/18

Transfer Requests to Fund FY2018 Capital and Reserves  
May 14, 2018 (Revised June 4, 2018)

Transfer From:

Transfer To:

Account Name	Account Number	Amount	Account Name	Account Number	Amount
General Fund - Free Cash	01-35910	\$847,525.62	Roadway & Sidewalk Improvements	New	\$158,690.62
			Compensated Absences Fund	8270-49700	\$150,000.00
			Two (2) Mack Dump Trucks with Plowing Equipment	New	\$135,000.00
			Phillips Drive Drainage Improvements	New	\$75,000.00
			Station 2 Design/Feasibility Study	New	\$75,000.00
			Stabilization Trust Fund	8263-49700	\$50,000.00
			OPEB Trust Fund	8280-49700	\$50,000.00
			IT Hardware	New	\$42,835.00
			Locker Replacement	New	\$30,000.00
			Garage Doors	New	\$25,000.00
			Hale Street Fence Replacement	New	\$23,000.00
			New Front Entryway / Rear Door for HQ	New	\$20,000.00
			Frances Drive Trees	New	\$13,000.00
COA Revolving	2802-59600	\$15,000.00	Van	New	\$44,000.00
Medicare/Medicaid	2835-59600	\$15,000.00			
Transient Vendors	2812-59600	\$14,000.00			
Brown Square	3011-59600	\$1,001.10	Roadway & Sidewalk Improvements	New	\$216,309.38
VOIP Phone System	3506-59600	\$2,307.50			
Cashman Park Right Field Netting	3508-59600	\$5.00			
Brown School Gym Handicapped Ramp	3509-59600	\$5,625.00			
FY15 - Fire Trucks - "2"	3514-59600	\$247.22			
Police Utility Vehicle	3702-59600	\$1,770.85			
2 Ton Dump Truck w/Plow	3706-59600	\$940.00			
Multipurpose Tractor	3708-59600	\$3,272.35			
3/4 Ton Pickup Truck w/Plow	3709-59600	\$140.36			
Downtown Paid Parking	2839-59600	\$150,000.00			
Electrical Inspector	2806-59600	\$40,000.00			
Transient Vendors	2812-59600	\$11,000.00			
Bresnahan School Construction	4501-59600	\$471,538.85	Nock/Molin Parking Lot Repaving & Lighting Improvements	New	\$480,000.00
RRFA Solid Waste Fees	01-35910	\$8,461.15			
Bresnahan School Construction	4501-59600	\$306,219.50	High School Projector Upgrade	New	\$166,503.00
			High School Computer Upgrade	New	\$80,716.50
			High School Masonry Repairs	New	\$0.00
			High School-Concrete/Sidewalk Repairs	New	\$15,000.00
			High School-Front Walkway Extension	New	\$15,000.00
			Nock-Walkway/Sidewalk Repairs and Repaving	New	\$15,000.00
			High School Boiler #2 Interior Brickwork	New	\$14,000.00
<b>Total</b>		<b>\$1,894,054.50</b>	<b>Total</b>		<b>\$1,894,054.50</b>



Department	Need	Amount	Rationale
Council on Aging	Van	\$44,000.00	Replaces a 2008 Ford E450; the oldest of the three COA vans. The van has over 100,000 miles; the engine is worn and the transmission is failing. Total cost \$60,000. Additional Funding From: William Horton Trust: \$6,000, EOE Grant \$5,000 and Friends of Newburyport COA \$5,000.
DPS - Highway	Roadway & Sidewalk Improvements	\$375,000.00	Additional funding for roadway and sidewalk improvements. Funded \$300,000 Nov. 2017. Additional \$375,000 will bring total funding to \$675,000 for FY18 plus Chapter 90 (\$517,057) and Meals Tax revenue (\$293,287) for grand total FY18 funding of \$1,485,344.
DPS - Highway	Two (2) Mack Dump Trucks with Plowing Equipment	\$135,000.00	Purchase of two 2019 Mack Dump Trucks w/ Snow Plow Equipment. Replaces 1999 and 1969 dump trucks that need to be taken out of service. These are front line trucks used to haul materials to/from job sites and for snow plowing. First payment of three (lease to purchase).
DPS - Highway	Phillips Drive Drainage Improvements	\$75,000.00	The first phase of drainage improvements to the Phillips Drive area will address the icing issue on the hill this spring. We will also contract with a surveyor to complete the extensive surveying needed for project design. Once that work is complete, additional funding will be requested for the design and engineering phase. Ultimately the construction will require borrowing given the cost (est. \$2M for Phase 1 and \$2M for Phase 2).
DPS - Highway	Hale Street Fence Replacement	\$23,000.00	Funding is requested to replace the discolored and rusty green fence that runs along Hale Street near Port Rehab. It will be replaced with a 5' high chained link black vinyl fence.
DPS - Highway	Frances Drive Trees	\$13,000.00	The Whittier Bridge/I-95 Improvement Project has created a noise impact on the Frances Drive neighborhood. As the project comes to a close, funding is requested to plant trees between the neighborhood and the highway.
Finance	Compensated Absences Fund	\$150,000.00	To fund anticipated retirements for FY19.
Finance	Stabilization Trust Fund	\$50,000.00	Infusing our Stabilization Trust Fund with free cash will bring us in line with our financial policy target of maintaining 5% of the General Fund budget.

Department	Need	Amount	Rationale
Finance	Other Post-Employment Benefits (OPEB) Trust Fund	\$50,000.00	An annual appropriation to the OPEB Reserve Fund is recommended as financial best practice and closely monitored by financial rating agencies. Current balance is \$571,053.
Fire	Station 2 Design/Feasibility Study	\$75,000.00	The District 2 fire station, built in the early 1970's, is undersized, overcrowded, and is in violation of current building and life safety codes. It is an unsafe, unsanitary and inappropriate place to house our personnel. It is imperative that the station remain in District 2 to ensure appropriate response times and staffing. A design/feasibility study is needed for a total replacement of the building, which is anticipated to cost approx. \$5-7 million based on preliminary estimates.
Fire	New Front Entryway / Rear Door for HQ	\$20,000.00	The front door assembly at Fire Headquarters is rotted and not weather or rodent/insect resistant any longer. Additionally, there is no security at this entryway. This project would allow a double-door, foyer entry way with the ability to hold visitors inside but on the outside of a locked door until escorted through the building. Additionally, as the rear yard is reconfigured at HQ for recreation/living/storage area, a rear door configuration is needed.
Information Technology	IT Hardware	\$42,835.00	2018 (20) Computers to be replaced + 2 multifunction psf + 4 HP Procurve Switches
Police	Locker Replacement	\$30,000.00	The existing lockers that the officers use to store their duty gear and weapons are desperately in need of repair. The current lockers are 21 years old. The existing locker doors and locking mechanisms are failing and are irreparable. The officers store department issued firearms and Tasers in the lockers. It is required by state law as well as department policy and accreditation standards that all firearms and Tasers must be stored in a locked and secured location.

Department	Need	Amount	Rationale
Police	Garage Doors	\$25,000.00	Replace 3 garage doors and automatic door openers. The garage doors and automatic openers for the police station are 21 years old and are in need of replacement. The 2 garage doors that are used daily are the doors labeled 1 and 2. These doors are where prisoners are transported in and out of the station. These 2 doors have been malfunctioning over the last year, and are very important to the security of the building.
Schools	Nock/Molin Parking Lot Repaving & Lighting Improvements	<p>\$400,000</p> <p><u>\$480,000</u></p>	<p>Parking lot is in extremely poor condition and needs a total replacement. Potholes, excessive cracking and poor drainage pose a safety hazard to drivers and pedestrians. Lighting is also poor in most areas of the parking lot and needs to be improved for safety and security reasons. <del>The cost estimate was prepared in June 2017 by DPS in consultation with their paving contractor and the City Electrician. DPS received an updated quote from Allied Paving for the</del> <u>Nock/Molin Parking lot at \$415,000 and the lighting would be \$65,000.</u></p>
Schools	High School Projector Upgrade	\$166,503.00	Projector removal and replace with new cabling @\$125,766; replace monitors @\$7,647; Replace electrical work @\$18,090; Replace audio amps @\$15,000.
Schools	High School Computer Upgrade	\$80,716.50	New desktops @\$903.55 x 54, Chromebooks @\$385.21 x 80.

Department	Need	Amount	Rationale
Schools	High School Masonry Repairs	\$65,000.00	<p>In the summer of 2012 we made repairs to the masonry at the front of the building to prevent the infiltration of water into the brick walls on the front terrace and the formation of efflorescence on that brick. The Stadium project, completed in 2015, addressed similar issues along the south facade of the building that was allowing water to infiltrate into the locker room and gym areas on the ground floor. In the fall of 2017 the brick planter on the East Terrace was removed and that area will be sealed and filled with concrete in the spring of 2018 to stop water infiltration into the mechanical space below. The next phase would be to remove the brick planter on the West Terrace before it begins to leak into the underlying storage and mechanical rooms. The remaining work after that would involve concrete and brick repairs around the stairways and facades of both the East &amp; West Terraces.</p>
Schools	High School-Concrete/Sidewalk Repairs	\$15,000.00	<p>Concrete sidewalks have deteriorated in many areas and need to be repaired in order to provide safe walking surfaces and to meet ADA requirements. Costs are budget number. Areas would be prioritized and projects would be planned to fit within the available budget each year.</p>
Schools	High School-Front Walkway Extension	\$15,000.00	<p>The front walkway from the main entrance toward High Street ends abruptly. It has become obvious over the years due to the wear pattern that has developed in the grass that the walkway should be continued around the corner of the building to meet up with the sidewalk in that location. This will provide a safer more even path of travel than what is currently there. Cost includes installation of a railing to meet ADA requirements.</p>
Schools	Nock-Walkway/Sidewalk Repairs and Repaving	\$15,000.00	<p>The walkways, including the fire road around the back of the school are in poor condition in some areas. This project would prioritize the areas in most urgent need of repair and resurfacing, and then move on to other areas until all walkways are in good condition and meet the requirements of the Americans with Disabilities Act. Costs are budget numbers. Each year's project would be designed to fit within the available budget for that year.</p>

Department	Need	Amount	Rationale
Schools	High School Boiler #2 Interior Brickwork	\$14,000.00	The brick lining the inside of Boiler #2 is leaning away from the sidewalls of the boiler and needs to be replaced. If the brick gets to the point that it falls, the boiler will be unusable eliminating the redundancy in the heating system at the high school. This in turn could result in a closure of the school if an issue arose with Boiler #1 at the same time.
<b>Total Funding</b>		<b>\$1,894,054.50</b>	





# City of Newburyport

## FY 2018

### BUDGET TRANSFER REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2018 MAY 22 PM 12: 21

**Department:** Mayor's Office

**Submitted by:** Donna D. Holaday, Mayor

**Date Submitted:** 5/29/2018

**Transfer From:**

Account Name	Water Retained Earnings	YTD Bal:	\$ 1,769,560.00
Account Number:	60-35920	Trans In:	\$ -
Amount:	\$1,065,000.00	Trans Out:	\$ -
Why are Funds Available:	<i>The Massachusetts Department of Revenue certified Retained Earnings for the Water Enterprise Fund for FY2018 at \$1,769,560. These funds are available for any legal expenditure with the approval of the Mayor and a majority vote of the City Council.</i>		

**Transfer From:**

Account Name	Sewer Retained Earnings	YTD Bal:	\$ 1,131,128.00
Account Number:	61-35920	Trans In:	\$ -
Amount:	\$557,975.00	Trans Out:	\$ -
Why are Funds Available:	<i>The Massachusetts Department of Revenue certified Retained Earnings for the Sewer Enterprise Fund for FY2018 at \$1,131,128. These funds are available for any legal expenditure with the approval of the Mayor and a majority vote of the City Council.</i>		

**Transfer To:**

Account Name	Multiple Accounts (see attached)	YTD Bal:	\$ -
Account Number:	See attached	Category:	\$ -
Amount:	\$1,622,975.00	Trans I/O:	\$ -
Why are Funds Required:	<i>See attached spreadsheet.</i>		

Donna D. Holaday, Mayor  
Ethan R. Manning, Auditor  
City Council Approval: (Stamp)

Date: 5/22/18  
Date: 5/22/18

**Transfer Requests to Fund FY2018 Water/Sewer Capital and Reserves  
May 29, 2018**

**Transfer From:**

**Transfer To:**

<b>Account Name</b>	<b>Account Number</b>	<b>Amount</b>	<b>Account Name</b>	<b>Account Number</b>	<b>Amount</b>
Water Retained Earnings	60-35920	\$1,065,000.00	Budget Reserve (Rate Stabilization)	60-32801	\$100,000.00
			Meter Replacement Program	3409-49700	\$50,000.00
			Water Main Replacement Program	3204-49700	\$325,000.00
			Route One Water Main Project	New	\$350,000.00
			Public Water Supply Protection	New	\$50,000.00
			Replace 9500 Linear Feet of 12-Inch Water Supply Line leaving WTP	New	\$100,000.00
			Replace Water Supply Line Leaving the Water Treatment Plant (WTP)	New	\$50,000.00
			Public Water Supply Resiliency Plan	New	\$40,000.00
Sewer Retained Earnings	61-35920	\$557,975.00	Budget Reserve (Rate Stabilization)	61-32801	\$375,000.00
			One-½ Ton Diesel Dump Truck with Plow	New	\$60,000.00
			10-Wheel Dump Truck - 3 year lease/purchase	New	\$47,975.00
			Feasibility Study – WWTF & Sewer System Resiliency P	New	\$75,000.00
<b>Total</b>		<b>\$1,622,975.00</b>	<b>Total</b>		<b>\$1,622,975.00</b>





CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR

DONNA D. HOLADAY  
60 PLEASANT STREET • P.O. BOX 550  
NEWBURYPORT, MA 01950  
(978) 465-4413 • (978) 465-4402 (FAX)  
WWW.CITYOFNEWBURYPORT.COM

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: May 29, 2018  
Subject: FY18 Water/Sewer Capital & Reserve Funding Requests

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I am pleased to submit a FY2018 funding request to address high priority needs for the city's Water and Sewer Enterprise Funds. The request totals \$1,622,975 making key investments in infrastructure, equipment, and long-term planning for resiliency and water supply protection. Also included is a recommendation to utilize a portion of retained earnings to ease the rate increases needed for FY19. These funding items have been fully vetted and approved by the Water and Sewer Commission.

Enclosed hereto is a transfer request, along with detail on the sources and uses of funds. The funding request utilizes \$1,065,000 in Water Enterprise Fund Retained Earnings, leaving a balance of \$704,560. Likewise, this request draws down \$557,975 in Sewer Enterprise Fund Retained Earnings, leaving a balance of \$573,153. In addition to funding \$1,147,975 in high priority capital needs, this request earmarks \$475,000 for the purposes of mitigating the increases to water and sewer rates going into FY19.

In addition to the previously submitted capital funding requests, I feel that this FY18 funding request keeps us right on track with the FY18-22 CIP. I look forward to discussing these important needs in further detail when this request has been referred to the Budget and Finance Committee for their review.

Thank you for your consideration.

Department	Need	Amount	Rationale
DPS - Water	Budget Reserve (Rate Stabilization)	\$100,000.00	The proposed FY19 budget for the Water Enterprise Fund is an increase of \$352,144 driven primarily by the inclusion of a mini-excavator with hydraulic hammer. In light of the budgetary increase combined with decreased water consumption, the Water and Sewer Commission recommends reserving \$100,000 in retained earnings for the purpose of stabilizing rates. The last rate increase was effective July 1, 2015 for FY16.
DPS - Water	Meter Replacement Program	\$50,000.00	The city conducted a system-wide meter replacement program in 2008 at a cost of over one million dollars. Given that the meters have a life expectancy of 12 – 15 years; it is recommended that \$50,000.00 be funded from the Water Enterprise Funds. New technology will also provide better tracking of water use by both the City and customers.
DPS - Water	Water Main Replacement Program	\$325,000.00	The Water Division continues its goal of making improvements to the aging water distribution infrastructure. In order to achieve this goal, the Division has developed a schedule of planned distribution replacements. In an effort to minimize the effect on the annual operating budget, funds are designated each year into Water Main Replacement Capital Project Fund.
DPS - Water	Route One Water Main Project	\$350,000.00	In order to maintain water quality and improve flow in the Route One traffic circle area, water mains on either side of the traffic circle must be connected. In order to accomplish this, trench work across Route One will be required to tie-in the two mains. This will result in the looping of the water mains. In addition, due to the location of the mains, state permitting will be required.
DPS - Water	Public Water Supply Protection	\$50,000.00	Work with West Newbury and Newburyport Engineering to update existing protection plan, review contributing tributaries and develop long term goals and plans as recommended by the Newburyport Reservoir Water Quality Study dated February 2016 and the January 2005 Artichoke Watershed Protection Plan.

Department	Need	Amount	Rationale
DPS - Water	Replace 9500 Linear Feet of 12-Inch Water Supply Line leaving WTP	\$100,000.00	Survey and design replacement of 9,500 linear feet of water main supplying the neighborhoods of Hoyt's Lane, Pine Hill Road and Spring Lane. This line is over 100 years old and originally supplied water from the Artichoke Pump Station to the Water Treatment Plant.
DPS - Water	Replace Water Supply Line Leaving the Water Treatment Plant (WTP)	\$50,000.00	Survey and design replacement of the City's main water supply line leaving the water treatment plant which was originally constructed in the 1800's. The Whittier Bridge Project constructed a new section from the WTP to a point just east of Route 95. This project will connect to that new line and replace the 120+ year old line that runs through Moseley Woods, approximately 2,000 linear feet.
DPS - Water	Public Water Supply Resiliency Plan	\$40,000.00	Bartlett Spring Pond, Lower Artichoke Reservoir Dam, and the Artichoke Pumping Station are vulnerable to flooding, storm surge, rising seas, and floodwaters from the Merrimack River. Preparations must be made to protect these vital systems from flood damage, especially in light of climate change impacts which bring more intense storms. Phases I and II would be the Resiliency Plan and Feasibility Study and Design phases.
DPS - Sewer	Budget Reserve (Rate Stabilization)	\$375,000.00	The proposed FY19 budget for the Sewer Enterprise Fund is an increase of \$333,239 driven by new debt service from the Hale/Graf Force Main Project, Odor Control Improvements Project and Graf Road Pump Station Project. In light of the increasing debt service for FY19, the Water and Sewer Commission recommends reserving \$375,000 in retained earnings for the purpose of stabilizing rates. The last rate increase was effective July 1, 2015 for FY16. In addition to the debt service increase, the consumption of water which is used to calculate both the water and sewer rates has decreased over the last several years.
DPS - Sewer	One-½ Ton Diesel Dump Truck with Plow	\$60,000.00	The purchase of the new one-½ ton diesel dump truck with plow will replace a 2006 Ford F550 which is in very poor condition. This vehicle is used daily for moving equipment, tools and plowing. Due to the current condition, this vehicle may need to be removed from service.

Department	Need	Amount	Rationale
DPS - Sewer	10-Wheel Dump Truck - 3 year lease/purchase	\$47,975.00	<p>The 10-wheel dump truck is used to haul sludge from the Wastewater Treatment Facility almost daily. The current vehicle is from 2004 and has exceeded its normal life due to the environment and the material being transported. Due to the replacement cost, a three-year lease/purchase plan of \$47,972.08/year is requested rather than the one-time full purchase price.</p>
DPS - Sewer	Feasibility Study – WWTF & Sewer System Resiliency Plan	\$75,000.00	<p>The request for funding the Feasibility Study and Design phase of the Wastewater Treatment Facility and Sewer System Resiliency Plan is considered a high priority. The Wastewater Treatment Facility and many of the City’s sewer pumping stations are vulnerable to flooding, storm surge and rising seas. Preparations must be made to protect the facilities from flood damage especially in light of climate change impacts which bring more intense storms. The City has been working with other communities, as well as, with State and Federal agencies on this important issue.</p>
<b>Total Funding</b>		<b>\$1,622,975.00</b>	





# City of Newburyport

## FY 2018

### BUDGET TRANSFER REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2018 MAY 22 PM 12: 21

**Department:** Harbormaster

**Submitted by:** Paul Hogg

**Date Submitted:** 5/29/2018

**Transfer From:**

Account Name	<u>Retained Earnings</u>	YTD Bal:	\$	536,265.00
Account Number:	<u>6520-35920</u>	Category:	\$	-
Amount:	<u>\$4,494.32</u>	Trans I/O:	\$	-
Why are Funds Available:	<u>The Massachusetts Department of Revenue certified Retained Earnings for the Harbormaster Enterprise Fund for FY2018 at \$536,265. These funds are available for any legal expenditure at the recommendation of the Mayor and a majority vote of the City Council.</u>			

**Transfer To:**

Account Name	<u>HBR Debt Service</u>	YTD Bal:	\$	-
Account Number:	<u>652009-59100</u>	Category:	\$	-
Amount:	<u>\$4,494.32</u>	Trans I/O:	\$	-
Why are Funds Required:	<u>We did the final borrowing for the new Transient Boaters Facility in late April 2017, right around the time the FY18 budget was submitted, therefore we did not have final FY18 debt service figures at that time. We budgeted \$70,041.00; total FY18 debt service is \$74,535.32.</u>			

Donna D. Holaday, Mayor  
Ethan R. Manning, Auditor  
City Council Approval: (Stamp)

Donna D. Holaday  
Ethan R. Manning

Date: 5/22/18  
Date: 5/22/18



# City of Newburyport

## FY 2018

### BUDGET TRANSFER REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

MAY 22 PM 12: 22

**Department:** Youth Services

**Submitted by:** Andrea Egmont, Director

**Date Submitted:** 5/29/2018

**Transfer From:**

Account Name	Recreational Services Revolving Fund	YTD Bal:	\$	106,057.30
Account Number:	01-35910	Trans In:	\$	-
Amount:	\$15,000.00	Trans Out:	\$	-
Why are Funds Available:	<i>Funds are generated from the operation of Youth Services programming, as well as, renting out space at the Brown School for functions and events.</i>			

**Transfer To:**

Account Name	YTH Brown School Expenses	YTD Bal:	\$	(11,822.68)
Account Number:	01542007-57843	Trans In:	\$	-
Amount:	\$15,000.00	Trans Out:	\$	-
Why are Funds Required:	<i>The Brown School Expenses line item was budgeted at \$40,000 for FY18; we are anticipating a deficit of approximately \$15,000 by year-end to pay open invoices for oil deliveries, as well as, electricity costs. In addition to utility expenses, \$3,441 was spent over the winter in order to keep the boiler functional. Additionally, over the winter, \$3,143 was spent to replace a fence that had fallen down between the playground and an abutting property.</i>			

Donna D. Holaday, Mayor  
Ethan R. Manning, Auditor  
City Council Approval: (Stamp)

Date: 5/22/18  
Date: 5/22/18

*BoF*

CITY OF NEWBURYPORT



\_\_\_\_\_  
IN CITY COUNCIL

ORDERED:

May 29, 2018

**THAT, The CITY COUNCIL of the City of Newburyport** hereby approves the contract by and between the City of Newburyport and G. Mello Disposal Corp. of 95 Tenney Street, Georgetown, MA for a five-year collection and hauling agreement commencing on July 1, 2018 and terminating on June 30, 2023.

Said contract is attached hereto and incorporated herewith and marked 'Exhibit A'.

\_\_\_\_\_  
Councillor Barry N. Connell



# ***CITY OF NEWBURYPORT***

**Contract Agreement**  
with  
G. Mello Disposal Corp.  
95 Tenney St.  
Georgetown, MA 01833

July 1, 2018 through June 30, 2023  
Five-year Collection and Hauling

(full text available in the Clerk's Office)

## ATTACHMENT A

### Municipality Liquidated Damages

- |   |                             |
|---|-----------------------------|
| 1. Failure to immediately pick up material spilled by Contractor during collection.   | \$250.00 per occurrence     |
| 2. Failure to promptly pick up waste spilled during haul in Municipality or out-side Municipality boundaries if the Municipality receives a complaint of such spill   | \$500.00 per occurrence     |
| 3. Willful mishandling of waste barrels/receptacles or recycling containers.  | \$100.00 per occurrence     |
| 4. Failure to place waste barrels/receptacles in an upright position at approximately the same location upon emptying or failure to place recycling containers upside-down at approximately the same location upon emptying.              | Verbal/Warning              |
| 5. Placement of barrels, recycling bins, or lids such that they obstruct road, driveways or mailboxes.  | \$50.00 per occurrence      |
| 5. Following notice of complaint by municipality, failure to collect waste from an occurrence specific location on the same day as the regular collection Route or by 9:00 am. Of the following day if so authorized by the Municipality. | \$150.00 per occurrence     |
| 7. Failure to collect appropriate materials properly set out from two (2) or more residents on the same day of the regular Collection Route, or by 9:00 am. Of the following day if so authorized by the Municipality.                    | \$100.00 per occurrence     |
| 8. Failure to pick up from any single address more than one time in a given month or three time in a six month period when the driver or Contractor is at fault, requested specifically by the Municipality.                              | \$100.00 per missed pick up |
| 9. Continued violation of traffic laws, ordinance, regulation or policy during collection and haul, after written notice to correct from the Municipality.  | \$500.00 per occurrence     |
| 10. Beginning any single collection route prior to 7:00 am. Or finishing after 5:00 pm. Without the prior consent of the Municipality   | \$500.00 per day            |
| 11. Use of unmarked on uninspected collection vehicles.   | \$500.00 per occurrence     |
| 12. Failure to clean vehicle or conveyances as provided for in this Contract.   | \$250.00 per occurrence     |
| 13. Failure to repair or neglect barrels, carts and bins damaged by Contractor at its sole cost and expense within seventy two (72) hours of receiving notice from the City of Newburyport.   | \$200.00 per occurrence     |

14. Collecting solid waste from bags/barrels that do not comply with municipal policies, rules, regulation, ordinances, law etc.	\$500.00 per occurrence
15. Disposing of as trash, those recyclable materials appropriately set out for recycling, unless dictated by Municipality and MassDEP.	\$1,000 per occurrence \$5,000 per truckload
16. Failure to report a G. Mello truck accident within 24 hours.	\$100.00 per occurrence
17. Failure to maintain direct phone links between the municipality and the lead trash and recycling drivers, as well as their supervisor. Also failure to maintain direct phone or radio contact between all vehicles.	\$250.00 per occurrence
18. Failure or neglect to furnish a schedule or revise schedule of collection and disposal.	\$1,000 per occurrence
19. Delivering any waste other than described in this Contract to disposal sites that will be billed to the City.	\$5,000 per ton
20. Failure to submit weight slips for materials not collected through this Contract, if not rectified in 10 days	\$50.00 per missing slip
21. Submitting weight slips for materials not collected through this Contract, if not rectified in 10 days	\$5,000 per occurrence
22. Failure to correct billing error within one week after notification by Municipality.	\$100.00 per occurrence
23. Failure to maintain 1-800 or local phone service for service recipient.	\$250.00 per 4 hours out of service
24. Use of collection vehicle dedicated to the Municipality for the collection and/or haul of waster other than provided for under the provision of this Contract	\$5,000 per occurrence
25. Failure to report & cleanup a truck leakage.	\$100 per occurrence
26. Failure to leave non-compliance/non collection notices for Trash that is over the limit	\$50 per occurrence
27. Failure to leave non-compliance/non collection notices for Trash comingled with recycling or for unacceptable recycling.	\$50 per occurrence
28. Failure to have a small truck available to get down tight streets and to be available within twenty four (24) hours.	\$250 per occurrence
29. Failure to pay Educational and Culture Funding (See Section 3-M and See Section 3-Q)	Deducted from Payment

ALL DAMAGES REFERRED TO ABOVE MAY BE DEDUCTED BY THE MUNICIPALITY FROM ANY PAYMENT THEN OR THEREAFTER DUE TO THE CONTRACTOR.

**ATTACHMENT B**  
**\* Municipality Specifications**  
**City of Newburyport**

	<u>Newburyport</u>
Definition of Eligible Residences	1 to 6 family Households growth no more than 5%, per year,
# of Eligible Residential Units	8,300
# of Businesses served	250 – CBD contractor to provide one 35 gal cart to each business
FY 18 contract cost	\$744,876
Population	18,001
Roadway Lanes	144
Sq Miles (Area)	10.58
Solid Waste Tonnage (CY17)	5,350
SS Recycling Tonnage(CY17)	2,502
Recycling Contamination	< 10%
Frequency of Service - Trash	Weekly – 5 days
Frequency of Service – Recycling	EOW, 5 days
Frequency of Service – CBD (Central Business District)	Friday pickup for Trash and Recycling
Trash Limit – currently, subject to change	3 35 gallon containers or 5 bags up to 96 gallons
Collection type – trash,	currently manual, subject to change
Collection type – recycling, currently	Automated single stream
Carts Needed (not new)	Trash-No, Recycling-Yes
Bulky waste	One per HH per week limit. Sticker required, curbside, Muni sells – keeps \$
Yard Waste Collection	5 Saturday collections –Municipality Compost Site or designated drop off
Christmas Tree collection	Weekly pickup in January, Municipality to designate drop off
E-Waste	NA
White Goods,	Contractor services roll-off, Resident drop off
Scrap Metal	Contractor picks up monthly at no charge
Stickers	Contractor provides Bulk Waste, and Sorry stickers
Enforcement	Contractor and muni
Education funding	\$10,000.00 annually
CuItural funding	\$4,000.00 annually
Customer Service	Contractor
Trash Disposal	Facility within 25 miles
Observed Holidays	CBD collection is not delayed unless holiday falls on Friday
	New Year's Day
	Memorial Day
	Fourth of July
	Labor Day
	Thanksgiving Day
	Christmas Day

\*Subject to Change

## Container Locations - TRASH Collection

\*Size and Frequency

<b>Newburyport</b>
DPW 1 x month One 10 yd. trash dumpster One 30 yd. C & D dumpster
High School One 10 yd. dumpster 1 x week
Middle School One dumpster 1 x week
Bresnahan Elementary One 10 yd. dumpster 1 x week
Senior / Community One 8 yd. dumpster 1 x week
Waste Water Plant One 6 yd. dumpster 1 x week
Fire Station 1 One 4 yd. dumpster 1 x week
Fire Station 2 One 2 yd. dumpster 1 x week
Recreation Center One 2 yd. dumpster
City Hall / Police One 6 yd. dumpster As needed
Library 3 Trash barrels 1 x week
Riversedge Condos Two 10 yd. 1 x week
Kelleher Park Two 10 yd. dumpsters 1 x week
Beacon Condos – one 8 yd. 1 x week
Sullivan Building 1 x week Two 2 yd. dumpsters
Horton Terrace One 8 yd. dumpster
Courtyard Condos 1 x week Two 2 yd. compactor
East Row 1 x week One 10 yd. dumpster
Public Space Containers Collection
City Sponsored Events: Contractor to provide containers and collection at no additional fee, if required by Health Dept.

\*Subject to Change

## Municipal Locations - RECYCLING Collection

\*Size and Frequency

<u>Newburyport</u>
DPW One 10 yd. recycling dumpster One 15 yd. metal 3 carts recycling carts 1 x week
High School One 10 yd. recycling dumpster 1 x week
Middle School One 10 yd. dumpster 1 x week
Bresnahan Elementary One 10 yd. dumpster 1 x week
Water Plant No Container
Waste Water Plant No Container
Fire Station 1 Two carts 1 x week
Fire Station 2 Two carts 1 x week
Recreation Center Two carts 1 x week
City Hall / Police Three carts 1 x week
Library Five carts 1 x week One cardboard dumpster 2 x per year for book sale
Senior / Community Center One 10 yd. dumpster 1 x week
Public space containers Fifteen 1 x week
Plum Island Point 4 recycling carts 1 x week
Sullivan Building ten carts 1 x week
Horton Yard One 8 yd. dumpster 1 x week
Courtyard Condos Fifteen carts 1 x week
East Row One 8 yd. dumpster 1 x week
Riversedge Eight recycling carts 1 x week
City Sponsored Events: Contractor to provide containers and collection at no additional fee, if required by Health Dept.
Recycling Ctr. Five 8 yd. - 1 x week & one 30 yd. metal - 1 x month

**\*Subject to Change**

**Attachment C**  
**City of Newburyport**  
**List of Streets**

2018



**Attachment D**  
**Contract Agreement**

**AGREEMENT By and Between the  
CITY of NEWBURYPORT  
and  
G. Mello Corp.**

**SOLID WASTE COLLECTION AND TRANSPORTATION  
RECYCLABLES COLLECTION, TRANSPORTATION AND PROCESSING  
LEAF AND YARD WASTE, BULK ITEMS, WHITE GOODS  
COLLECTION, TRANSPORTATION AND PROCESSING  
Fiscal Year 2018 through Fiscal Year 2023**

This agreement is made and entered into this day, \_\_\_\_\_, 2018 by and between the CITY OF NEWBURYPORT, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "City", by and through its Mayor, Donna Holaday, and \_\_\_\_\_, the "Contractor". A corporation duly organized and existing under the laws of the Commonwealth of Massachusetts or as a D/B/A duly registered at:

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**ARTICLE I. DEFINITION.** "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the bid documents," which include without limitation, the instructions to bidders, the CONTRACTOR'S bid, proposal or estimate, the scope of work, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms. In the event there is a conflict among any of the contract documents, the interpretation most favorable to the CITY shall govern. .

**ARTICLE II. DURATION.** The CONTRACTOR shall commence the performance of THIS CONTRACT **July 1, 2018** and end on or before, **June 30, 2023**. At the City's discretion, it may opt to renew this contract two (2) times at five (5) years each time, upon mutual agreement with the CONTRACTOR.

**ARTICLE III. TERMS.** The CONTRACTOR agrees to furnish and deliver services, supplies and/or equipment to Newburyport, MA (Delivery Point), in accordance with the bid documents of November 8, 2017.

**ARTICLE IV. PAYMENT.** The CITY agrees to pay to the CONTRACTOR the sum set forth in the CONTRACTOR'S bid or proposal.

**ARTICLE V. TERMINATION.** The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following:

(i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the CONTRACTOR'S reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR'S reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the CONTRACTOR'S reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

**ARTICLE VI. DAMAGES.** From any sums due to the CONTRACTOR for services, supplies or equipment delivered, the CITY may keep for its own the whole or any part of the amount for expenses, losses and liquidated damages as directed by the Purchasing Agent,

incurred by the CITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering services, supplies or equipment as provided in THIS AGREEMENT. Furthermore, the contractor shall provide a certificate of insurance showing insurance coverage for the type of risks associated with the work.

ARTICLE VIII. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the CITY, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof. **Further, this CONTRACT shall terminate if funds are not appropriated or otherwise made available to support continuation of performance hereunder at any time during the Term and any extension of this Agreement pursuant to the terms of G.L. Chapter 30B, section 12 and Chapter 44, section 31.**

ARTICLE IX: PERFORMANCE BOND. Not Required.

ARTICLE X. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work, after award and prior to completion of the contract, work the Contractor will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The CITY may cancel, terminate, or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XI. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract, or transfer any interest in THIS CONTRACT without prior written consent of the CITY.

ARTICLE XII: INSURANCE AND INDEMNIFICATION. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees from any suits, causes of action, claims, judgements or other liability that may arise as a result of Contractor's action or failure to act.

A Certificate of Insurance shall be filed with the City in accordance with the Insurance Requirements set forth in the General Conditions and shall be subject to approval of the City.

ARTICLE XIII: ENTIRE AGREEMENT

This AGREEMENT may only be changed by a written amendment executed by the authorized representatives of both parties listed on the signature page of this AGREEMENT, or their lawful successors in office or title.

IN WITNESS WHEREOF, the parties have hereunto set their hand effective as of the date of the last signatory written here.

**THE OWNER**  
**City of Newburyport**

Board of Health, Approval

\_\_\_\_\_  
Donna Holaday, Mayor

\_\_\_\_\_  
Chair

Date Signed: \_\_\_\_\_

City Council Order#: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Order Approved: \_\_\_\_\_

Certified as to Availability of Funding Pursuant to M.G.L. Ch. 44 §31  
City of Newburyport

\_\_\_\_\_  
CFO

Date Signed: \_\_\_\_\_

**THE CONTRACTOR:**

\_\_\_\_\_  
Signature

Contract Value: \$ 898,750.00 FY19  
U.S. Dollars

\_\_\_\_\_  
Print Name

Contract Value: \$ 925,712.50 FY20  
U.S. Dollars

\_\_\_\_\_  
Title

Contract Value: \$ 953,483.87 FY21  
U.S. Dollars

\_\_\_\_\_  
Company Name

Contract Value: \$ 982,088.38 FY22  
U.S. Dollars

\_\_\_\_\_  
Street Address

Contract Value: \$ 1,011,551.00 FY23  
U.S. Dollars

\_\_\_\_\_  
City, State, Zip Code

Contract Duration: July 1, 2018 through June 30, 2023  
Dates

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Dated \_\_\_\_\_, 2018.

\_\_\_\_\_  
Signature  
By \_\_\_\_\_  
Title \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

\_\_\_\_\_ (Name) being duly sworn, deposes and says that he/she is the  
\_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Company) and that

the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission expires (notary stamp):

**SIGNATURE PAGE**

**- END -**

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CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

May 29, 2018

**THAT, The CITY COUNCIL of the City of Newburyport** hereby approves the Amendment #1 entitled "Contract for Municipal Solid Waste Disposal" to the contract originally dated July 18, 2013 by and between the City of Newburyport and Wheelabrator North Andover, Inc., a Delaware Corporation.

Said contract is attached hereto and incorporated herewith and marked 'Exhibit A'.

---

Councillor Barry N. Connell



**AMENDMENT #1 TO CITY OF NEWBURYPORT  
CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

This Amendment #1 to the City of Newburyport Contract for Municipal Solid Waste Disposal is entered into as of May \_\_, 2018, by and between the City of Newburyport, Massachusetts, a political subdivision of the Commonwealth of Massachusetts (the "Municipality") and Wheelabrator North Andover, Inc., a Delaware corporation ("Wheelabrator").

**WHEREAS**, the Municipality and Wheelabrator are parties to that Contract for Municipal Solid Waste Disposal dated July 18, 2013 (the "Contract"); and

**WHEREAS**, the parties now wish to amend the Contract on the terms and conditions contained herein;

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Contract.
2. Cover Page and Heading. The "July 1, 2013 through June 30, 2018" dates set forth on the cover page of the Contract and the subtitle on the page 1 of the Contract shall be amended and replaced with "July 1, 2013 through June 30, 2023."
3. Preamble. The June 30, 2018 expiration date in the preamble of the Contract shall be amended and replaced with June 30, 2023.
4. Section 2. Term of Contract. Section 2 of the Contract is hereby deleted in its entirety and replaced with the following:

The Contract shall commence work on July 1, 2013 and the Work shall continue through June 30, 2023.

The Municipality and the Contractor may by mutual consent renew the Contract for two (2) additional one (1) year terms. The renewal option shall be exercised by mutual consent, in writing within ninety (90) days of the expiration date of this Contract. The rate for each additional year will be subject to a 3.5% increase over the prior years' rate.

5. Section 15. A. Payment. The second paragraph of Section 15.A. of the Contract is hereby deleted in its entirety and replaced with the following:

The tipping fee shall be paid within thirty (30) days of the Municipality's receipt of a proper semi-monthly invoice and accompanying materials, as described below that includes the total tons of material delivered for the semi-monthly period, fee per ton, and total semi-monthly fee (tons X fee= total fee). The invoice shall also include the daily tonnage report of Acceptable Solid Waste delivered and accepted by the Contractor for the semi-monthly period invoiced.

6. Appendix A Contract Cost. Appendix A to the Contract is hereby deleted in its entirety and replaced by Appendix A attached hereto.
7. Appendix C Incentive. Appendix C to the Contract is hereby deleted in its entirety. Currently under review.
8. Appendix F Educational Programs, Tours and Community Outreach. Appendix F to the Contract is hereby deleted in its entirety.
9. No Other Changes. Except as specifically amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

*[Signature Page Follows]*

WITNESS the execution hereof as of the date first above written.

**WHEELABRATOR NORTH ANDOVER, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**CITY OF NEWBURYPORT**

By: \_\_\_\_\_  
Name:  
Title:



**Appendix A**  
**Contract Cost**

<b>Year</b>	<b>Annual Tons</b>	<b>Tip Fee per Ton</b>
7/1/2018-6/30/2019	5,000	\$67.35

<b>Year</b>	<b>Annual Tons</b>	<b>Tip Fee per Ton</b>
7/1/2019-6/30/2020	5,000	\$68.70

<b>Year</b>	<b>Annual Tons</b>	<b>Tip Fee per Ton</b>
7/1/2020-6/30/2021	5,000	\$71.25

<b>Year</b>	<b>Annual Tons</b>	<b>Tip Fee per Ton</b>
7/1/2021-6/30/2022	5,000	\$73.50

<b>Year</b>	<b>Annual Tons</b>	<b>Tip Fee per Ton</b>
7/1/2022-6/30/2023	5,000	\$75.75

## CITY OF NEWBURYPORT

### CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL

#### APPENDIX B MERCURY RECOVERY PROGRAM

##### **1. Community based collection program/thermometer exchange**

Each community has at least one and often two collection locations in the community. These locations are normally located at the Health Department and/or the Recycling Center on Crow Lane. A five-gallon plastic pail is at each location. Resident are encourage to bring items such as mercury thermometers, thermostats, switches, sphygmomanometers (blood pressure units) and other devices that contain mercury (Universal Waste) to these locations for safe disposal.

Each location is supplied with digital thermometers. When a resident brings in a mercury thermometer, they are given a new digital thermometer in exchange.

When the pail is full, the 800 number on the pail is called and the service provider, Enviro Safe, will come and pick up the pail and leave an empty.

##### **2. School Clean Sweeps**

Each school system is offered the Clean Sweeps Program in an effort to remove mercury and items containing mercury from the schools. Mercury items will be removed free of charge. Certain devices, such as lab thermometers, sphygmomanometers and barometers, will be replaced on a one to one basis.

##### **3. Fluorescent Lamp Reimbursement Program**

The fluorescent lamp reimbursement program is offered to each community. The program coordinator will assist the community in establishing a collection program for fluorescent lamps in the municipal buildings and schools. Some communities offer the program to small businesses and residents as well. All the bulbs are collected and shipped to a processor. The community is reimbursed 100% of the invoiced amount for the recycling of the fluorescent lamps.

Each community is offered an 8 foot by 10 foot storage shed for the storage of fluorescent lamps and other Universal Wastes. These sheds are valued at approximately \$2,300 each.

##### **4. Button-Cell Battery Fund Raising Opportunity**

Each community is offered a program for the collection of button-cell batteries. A local organization is identified. That group would place small collection boxes at appropriate locations in the community for the collection of button-cell batteries. Button-cell batteries are the small batteries commonly found in watches, hearing aides, cameras, etc. The local group will periodically collect the batteries from the collection sites and place them in the pail at the Health Department office. These batteries will be weighed when the pail is picked up and the group will received \$100 per pound, up to a maximum of \$500 in any calendar year.

## CITY OF NEWBURYPORT

### CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL

#### **APPENDIX B**

#### **Continued**

##### **5. Thermostat Program**

Each community is offered a program to notify contractors concerning the need to safely dispose of thermostats. This program is operated in conjunction with the Health and the Building Department. All costs of printing and mailing are covered by the program.

##### **6. Bulk Collection**

If a large quantity of elemental mercury is found in the City, the Mercury Recovery Program will remove the mercury free of charge.

##### **7. Advertising**

The Mercury Recovery Program conducts regional advertising on area radio stations such as WBZ and WEEI. Advertisements are also placed in the local newspapers promoting each community's specific program. Ads are also available in support of local Household Hazardous Waste Programs.

##### **8. Additional Shed**

Wheelabrator will supply an additional shed for each city for the use in collection and storage of mercury containing items or to be used during the Hazardous Waste Collection process. These sheds are supplied by Wheelabrator, used by the municipalities and replaced as needed by Wheelabrator.

**CITY OF NEWBURYPORT**

**CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

**APPENDIX C**

**Hazardous Waste Clean Up Day**

Wheelabrator will support one Hazardous Waste Clean Up Day in Newburyport each year for the duration of the contract. (Up to \$5000 per year). Advertising for this event will be included as part of the advertising for the Mercury Source Separation Program (see below).

From:

**APPENDIX B**

**MERCURY RECOVERY PROGRAM**

**7. Advertising**

The Mercury Recovery Program conducts regional advertising on area radio stations such as WBZ and WEEL. Advertisements are also placed in the local newspapers promoting each community's specific program. Ads are also available in support of local Household Hazardous Waste Programs.

**CITY OF NEWBURYPORT**

**CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

**APPENDIX D**

**Sharps Collection Program**

Wheelabrator will sponsor a sharps collection program in Newburyport. Wheelabrator will provide one kiosk per city and collect the sharps on an as needed basis. The cost of the Contract is inclusive of this program and the Municipality shall have the option each year to participate in this Program. Typically the kiosk will be located in a secure location at a local pharmacy, the fire station, the police station or the City's Health Department where it can be monitored. Location is to be determined and agreed upon by the Health Department and the Public Health Nurse.

## CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

May 14, 2018

THAT, \$1,040,000 is appropriated to pay costs of roof replacement projects at the Department of Public Services Building, Public Library, and Greenleaf Street Fire Headquarters, including the payment of all costs incidental and related thereto, which amount shall be expended in addition to amounts previously appropriated to pay costs of this project, and that to meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, s. 7(1) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

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Councillor Charles F. Tontar





CITY OF NEWBURYPORT  
 OFFICE OF THE MAYOR  
 DONNA D. HOLADAY

60 PLEASANT STREET • P.O. BOX 550  
 NEWBURYPORT, MA 01950  
 (978) 465-4413 • (978) 465-4402 (FAX)  
 WWW.CITYOFNEWBURYPORT.COM

RECEIVED  
 CITY CLERK'S OFFICE  
 NEWBURYPORT, MA

2018 MAY -8 PM 2:23

*Donna D. Holaday*

To: President and Members of the City Council  
 From: Donna D. Holaday, Mayor  
 Date: May 14, 2018  
 Subject: Roof Replacement Projects Loan Order

I respectfully request your approval of the enclosed loan order appropriating \$1,040,000 for roof replacement projects at the Department of Public Services Facility, Greenleaf Street Fire Headquarters and the Newburyport Public Library.

All three of the roofs were identified as being problematic during routine annual roof inspections, as well as, internal leaking experienced by the departments. As a result, the city hired an architect in Fall 2017 to conduct more in-depth investigations at those three sites. Those Investigative Roof Reports, attached hereto, were prepared by Raymond Guertin of RTG Architects.

In summary, the current DPS building roof is original to the building (29 years) and is failing. Over the past 29 years, sealing and caulking repairs have been completed as needed. However, at this time, the roof needs to be replaced. The Greenleaf Fire Headquarters roof was replaced in 1999, however the roof shingles have deteriorated and are in need of replacement. Lastly, the Public Library roof is in need of repairs consisting of replacing the modified bitumen membrane roofing and slate roof shingle repairs.

The estimated project costs and funding sources (for debt service) are as follows:

Location	General Fund	Water Enterprise Fund	Sewer Enterprise Fund	Total
DPS Building	\$220,000	\$220,000	\$220,000	\$660,000
Public Library	\$250,000			\$250,000
Fire Headquarters	\$130,000			\$130,000
<b>Total</b>	<b>\$600,000</b>	<b>\$220,000</b>	<b>\$220,000</b>	<b>\$1,040,000</b>

We look forward to discussing these projects in more depth once sent to committee.

Thank you for your consideration.

**NEWBURYPORT DEPARTMENT OF PUBLIC SERVICES  
16A PERRY WAY, NEWBURYPORT, MA**

## **Investigative Roof Report**



**Raymond T. Guertin, Architect  
89 Turnpike Road, Suite 207  
Ipswich, Massachusetts 01938  
Tel: 978-356-2749 Fax: 978-356-2409  
Email: Ray@RTGArchitect.com**

**November 9, 2017**

## EXISTING CONDITIONS

We visited the Newburyport Department of Public Services Building on September 14<sup>th</sup> and November 21<sup>st</sup> to survey the roof. We reviewed the Roof Survey Report prepared by The Garland Company, dated June 14, 2015.

The pre-engineered metal building, built in 1990, consists of clear-span, steel framed structure with exterior metal roof and wall panels as manufactured by Star Building Systems. Roof pitch is ½:12 with aluminum gutters and downspouts. Thermal blanket insulation is provided between the roof purlins, with a typical R-Value of 19.

The existing 24-gauge, double-lock 360 standing seam metal roof panels are in fair to good condition; however, we did observe some damaged trapezoidal panels, particularly at the eaves, and many missing and/or "backed-out" fasteners due to corrosion and expansion and contraction. We also noted that many fasteners are of the wrong type, that is, not stainless steel or without self-sealing EPDM washers. The original metal gutter system has been replaced with 6" standard K-style aluminum gutters and downspouts with corroded and loose gutter straps. The "Dek-Tite" type pipe boot flashings at vent pipes and stacks are poorly installed. The rubber cone is not pulled up the pipe appropriately, improper or missing fasteners, and missing stainless steel clamps. Flashings appear to be a source of water infiltration evidenced by a variety of mastic repairs over the years.

Repairs include a variety of products such as asphaltic and acrylic mastics and other coatings which may not be compatible. We also observed many open seams at ridge cap joints and rake edge flashing. Roof penetrations consist of plumbing vent stacks, fan curbs, and gooseneck vents. The fan curbs appear to have been installed after the roof/building was built. The curbs do not appear to be properly installed, that is, integrated within the metal roof panel system, and do not appear to be properly reinforced below the panels. Many fasteners are missing and/or of the wrong type.

A solar photovoltaic system was installed on the roof in March of 2009 in accordance with a Power Purchase Agreement with Ameresco Solar Newburyport LLC (Provider). The term of the agreement is 20 years or through March of 2029. According to Section 4.5 Outages, "*Customer shall be entitled to one thirty (30) day Scheduled Outage per Delivery Site during the Term for the purpose of roof repair and/or replacement following proper written notice to Provider at least thirty (30) days in advance of the commencement of such Scheduled Outage, during which days Customer shall not be obligated to accept or pay for energy.*"

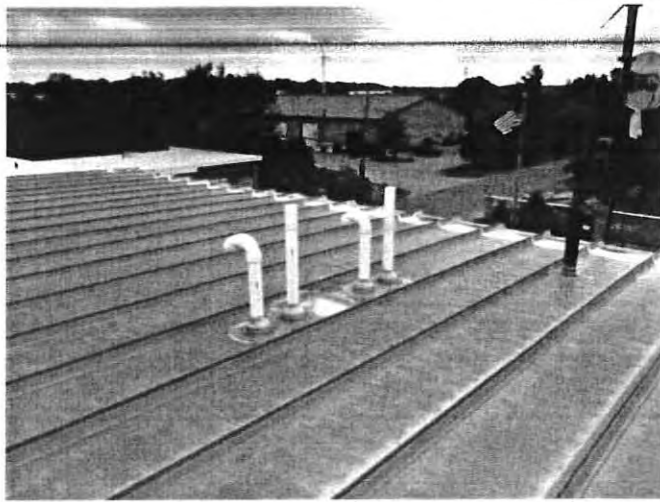
Therefore, any roof repair/replacement work requires careful coordination with the Ameresco for temporary removal and re-installation of the solar photovoltaic system and must be completed within 30 days to avoid charges from the Provider.



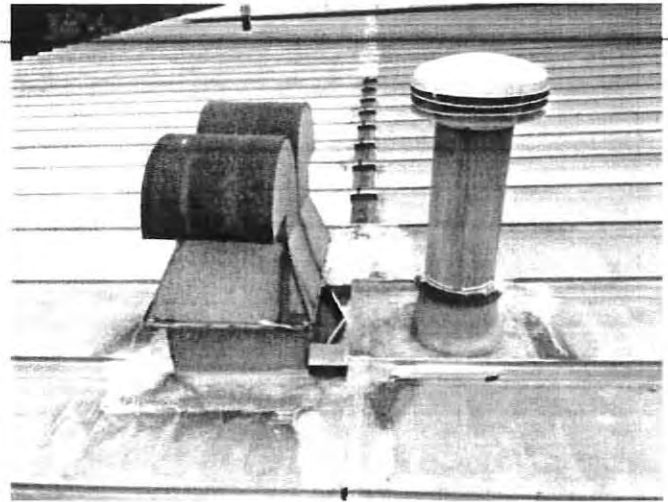
Overview looking east



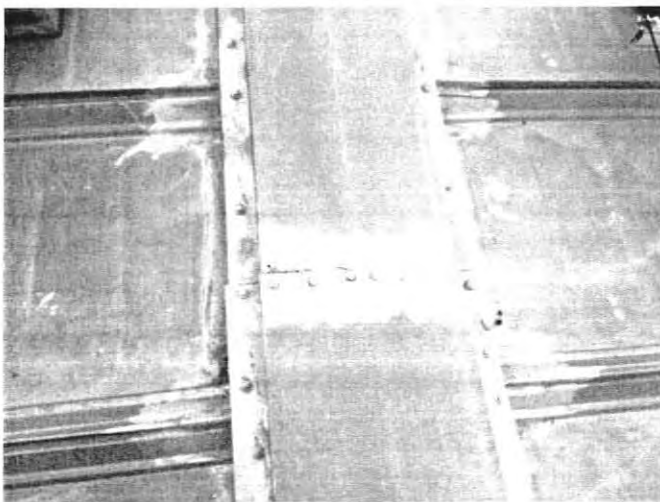
Overview looking north



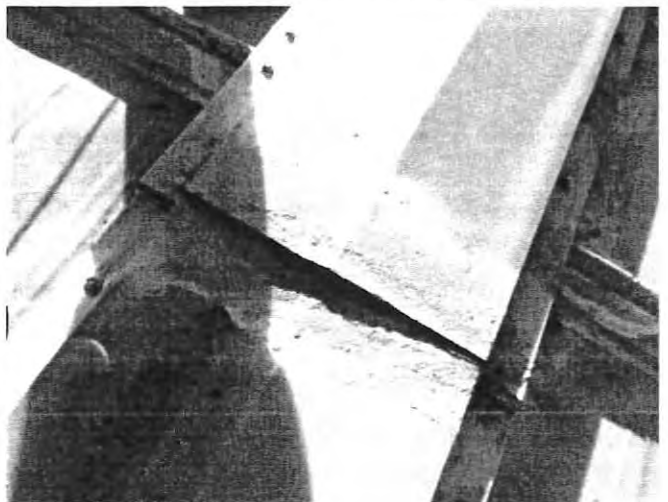
Flashing repairs at vent stacks



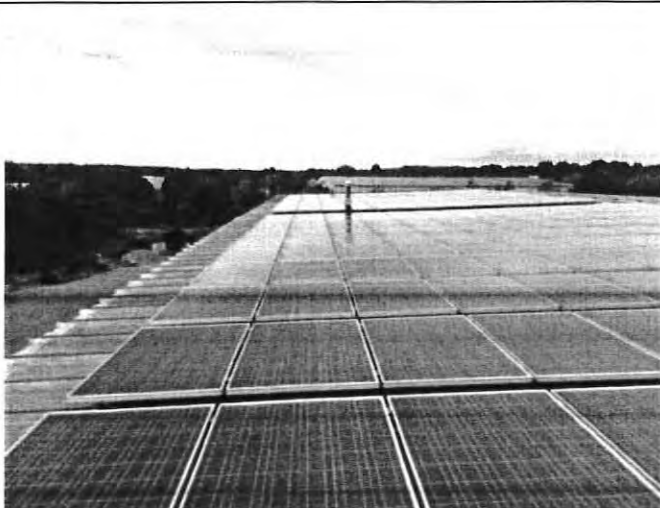
Flashing repairs at various roof penetrations - curbs appear to have been installed after the roof was completed



Seam repairs at ridge caps - fasteners are backing out and many do not have EPDM washers



Open seams at ridge cap - no fasteners

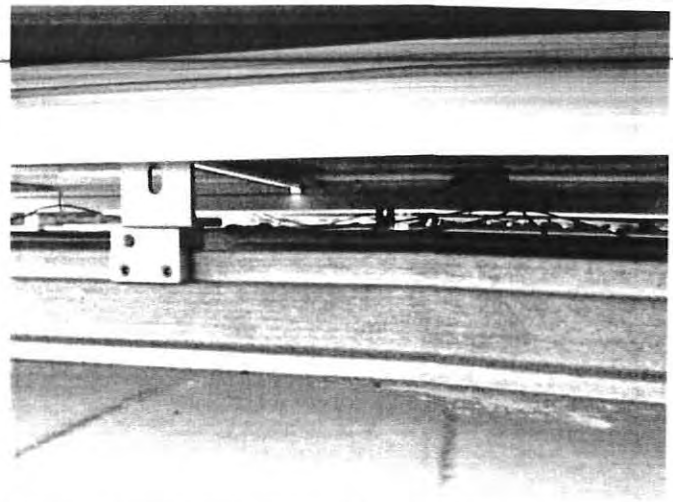
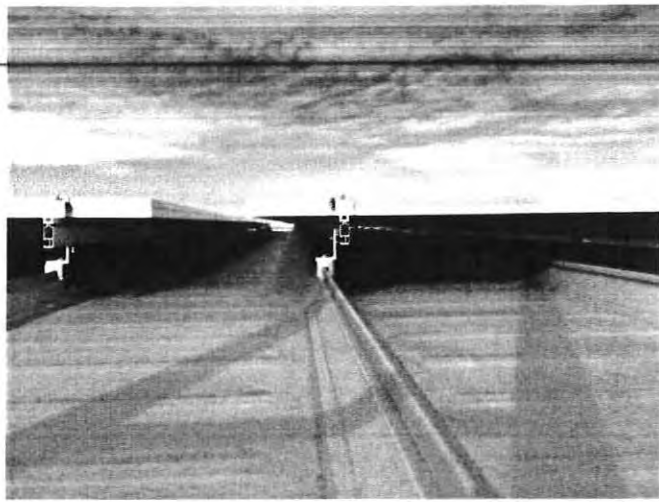


Overview of solar photovoltaic system

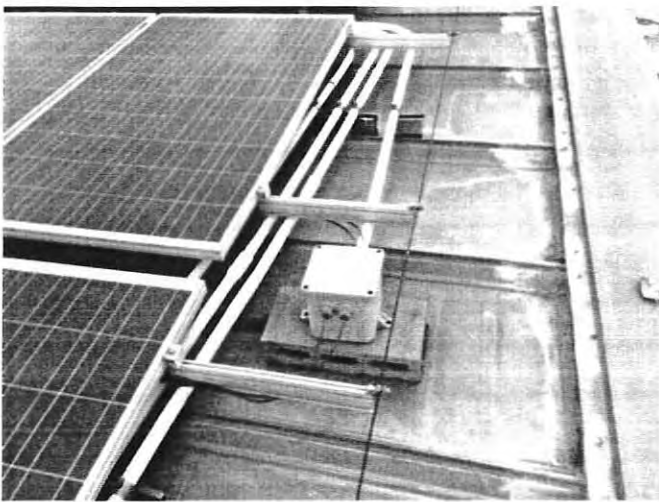


Solar photovoltaic system equipment & cabling - cabling should be secured to roof panels

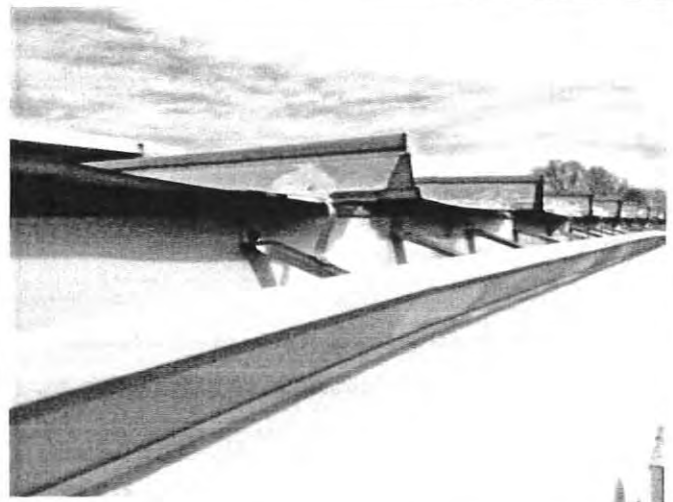




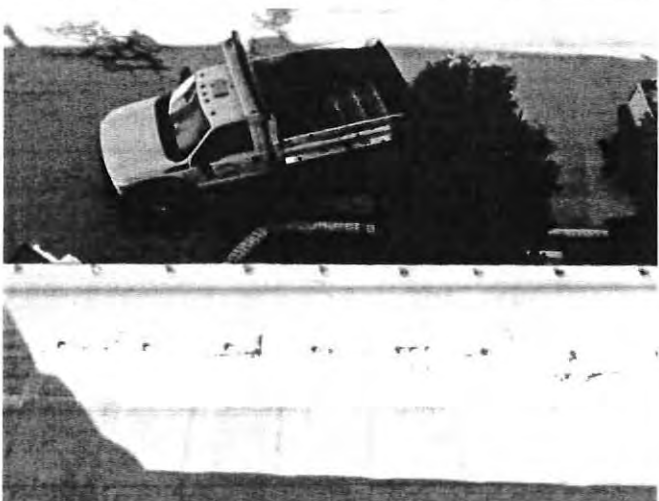
Attachment of solar photovoltaic panels on existing standing seam metal roof – minimal clearance



Concrete blocks used as rooftop supports at equipment directly on metal roof



Standard K-style aluminum gutters and hangers - original metal gutter system must have been replaced



Rusting fasteners at rake trim - should be stainless steel fasteners.



Interior steel frame with insulation blankets at roof purlins



Dek-Tite pipe flashing poorly installed - missing stainless steel clamps, fasteners, and mastic repairs

## RECOMMENDATIONS

Although the existing standing seam metal roof panels are in fair to good condition, the improper and missing fasteners, poor flashing details, and questionable quality control during installation, in our opinion, have resulted in a roof system nearing the end of its useful life.

We recommend a 30-year warranted retrofit roof system rather than a tedious repair/restoration of the existing metal roof system that would most assuredly result in a roofing system requiring constant maintenance and ongoing water infiltration issues.

A retrofit roofing system, requiring minimal alterations, consists of installing a new standing seam metal roof directly over the existing roof system, including the following:

- Remove and dispose of all existing aluminum gutters and downspouts;
- Mechanically install new engineered hat channels and clips over the existing standing seam panels;
- Installation of new rigid roof insulation in the cavity between the new and existing roofs increasing the overall R-value of the entire roof;
- Installation of new one-piece standing seam metal panels from ridge to eaves without exposed fasteners;
- Installation of new non-penetrating snow retention system;
- Installation of a new metal gutter and downspout system to match the new roof system color;
- This work would need to be closely coordinated with the solar photovoltaic system provider, Ameresco, for the temporary removal and re-installation of the solar panels within 30 days to avoid charges from the Provider.

Typically, a new retrofit roof system can add approximately 1½ to 2 pounds per square foot to the existing roof structure. A registered professional engineer would be consulted to determine if the existing structure can safely support the additional loads and/or make structural reinforcement recommendations.

We would estimate the cost of the above Retrofit Roofing System at \$591,198.00 - refer to attached Cost Estimate.



# RETROFIT METAL ROOF SYSTEM

## NEWBURYPORT DEPARTMENT OF PUBLIC SERVICES

COST ESTIMATE - November 9, 2017

Raymond T. Guertin, Architect

NEWBURYPORT DEPARTMENT OF PUBLIC SERVICES	QTY	UNIT PRICE	COST	TOTAL
* Coordinate with vendor of solar photovoltaic system to remove & reinstall system for roof replacement:				
Remove & dispose of existing aluminum gutters and downspouts:	830 LF	\$2.50 /LF	\$2,075	
Supply & install new rigid roof insulation between existing trapezoidal metal roof panels:	25,000 SF	\$2.50 /SF	\$62,500	
Supply & install new one-piece standing seam metal roof panels, including hat channels, clips, fasteners, and snow rails:	25,000 SF	\$16.50 /SF	\$412,500	
Supply & install new roof curb flashing kits and plumbing vent flashing:	1 LS	\$9,000 EA	\$9,000	
Supply & install new metal gutters and downspouts:	830 LF	\$18 /LF	\$14,940	
TOTAL CONSTRUCTION:				\$501,015
Contractor's Overhead & Profit (15%):				\$75,152
Bonds & Insurance (3%):				\$15,030
<b>TOTAL PROJECT COST - DPS BUILDING:</b>				<b>\$591,198</b>

\* Costs to remove & reinstall the solar photovoltaic system is not included in the above estimate. It appears these costs are borne by the system provider.

**NEWBURYPORT PUBLIC LIBRARY  
94 STATE STREET, NEWBURYPORT, MA**

**Investigative Roof Report**



**Raymond T. Guertin, Architect  
89 Turnpike Road, Suite 207  
Ipswich, Massachusetts 01938  
Tel: 978-356-2749 Fax: 978-356-2409  
Email: Ray@RTGArchitect.com**

**November 9, 2017**

## BRIEF HISTORY



A renovated and expanded 18th century Federalist mansion houses the Newburyport Public Library. In the period of the Revolutionary War it was the most notable mansion of Newburyport, owned by the Tracy's, the leading family of the times. The Tracy Mansion was built in 1771 by Patrick Tracy for his son Nathaniel.

Among its visitors were the first president of the United States, George Washington, Thomas Jefferson, John Quincy Adams, Benedict Arnold, Lafayette, Talleyrand, Louis-Phillipe and others. When the family no longer had an interest in remaining there, they sold it as a hotel.

The Tracy Mansion was for sale and was purchased as the new home for the library. Any building converted for library use must be reinforced to bear the weight of the books. The Tracey home was totally redesigned, internally, externally and grounds, by Arthur Gilman of Boston, a native of Newburyport, "making no charge for his services." A time capsule was placed in a cornerstone, stating that the building was a "free gift to the city." The date was April 6, 1865.

The final deed of conveyance specified among other conditions that the building must be used "exclusively for the city library," and that it "shall not be open for public use on the Lord's Day." The Board of Aldermen accepted the gift by vote on September 4, 1865, and passed the appropriate ordinances.

By the early 1990's the need for a larger and improved facility became evident. After a successful community effort, the Library moved forward with a \$6.8 million-dollar building project to renovate and expand the Tracy Mansion. In October 1999, the Library moved to a temporary location, the Anvil Rock Farm in the industrial park, providing library services during construction. With great anticipation, the newly renovated and expanded facility at 94 State Street reopened on May 6, 2001.

## EXISTING CONDITIONS

We visited the Newburyport Public Library on September 14<sup>th</sup> and 21<sup>st</sup> to survey the roof, and reviewed the original construction drawings of the 2001 addition, dated September 10, 1999, prepared by Finegold Alexander + Associates Inc. Architects & Preservation Planners of Boston, MA. We have also reviewed the Infrared Scans performed by The Garland Company on September 29, 2015.

The Roof Scans identified areas of the flat roof with wet insulation and multiple punctures in the single ply membrane. We confirmed the wet insulation during our site visit, noting the areas in question are soft and crunchy, indicating deteriorated roof insulation. We also observed many water stains on the suspended ceilings and walls inside the building.

The original building consists of a large slate shingle hip roof with a smaller raised hip roof over the Tracy Mansion Attic. A small flat roof at the raised hip consists of a wood deck and fully adhered EPDM roof membrane. Main roof features include copper ridge, hip, and valley flashings, two brick chimneys with copper chimney flashings and crickets, and copper gutters at the northwest end of the original building.

The 2001 addition at the southwest side of the original building, consists of a flat roof with a pitched roof along the perimeter similar to a mansard roof. We obtained test cores of the flat roof - the existing roof construction consists of 60 mil EPDM roof membrane on tapered polyisocyanurate roof insulation, vapor barrier, plywood sheathing, and metal deck.

The pitched roofs are clad in slate shingles with the exception of a lead coated copper roof over the main entrance of the building. There are numerous areas of broken or missing slate at both the original building and new addition roofs, including loose slate resting on the flat roof. The lead coated copper roofing over the main entrance appears to be in good condition.

Roof penetrations include plumbing vent pipes, roof drains, exhaust fan roof caps, brick chimney, roof hatch, HVAC equipment, and elevator penthouse.

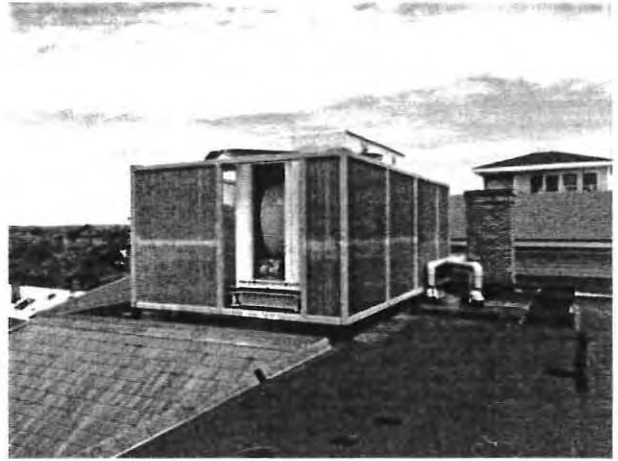
Many roof edges are protected with snow guards in typical arrangement (3 rows, staggered) and a 3-pipe style snow fence along a portion of the northwest (rear) of the addition.

There are four low flat roofs at entrances below at the front and sides of the building consisting of EPDM membrane roofing.

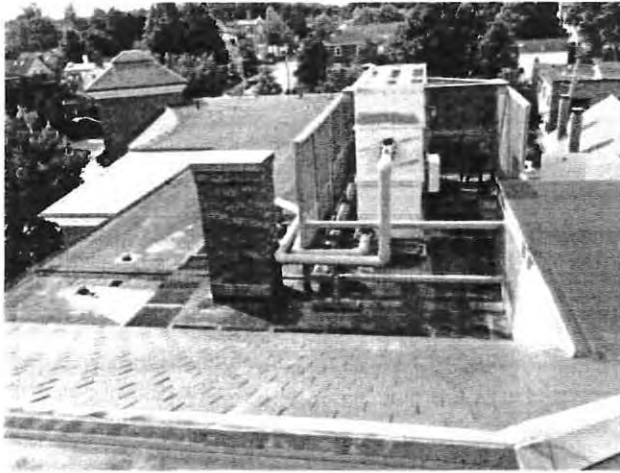




2001 Addition - Field of roof looking northeast



Equipment Screen at Mechanical Unit



Looking southwest at Mechanical Unit



Elevator Penthouse tying into original pitched roof



Roof Hatch



Chimney at original building with copper flashing



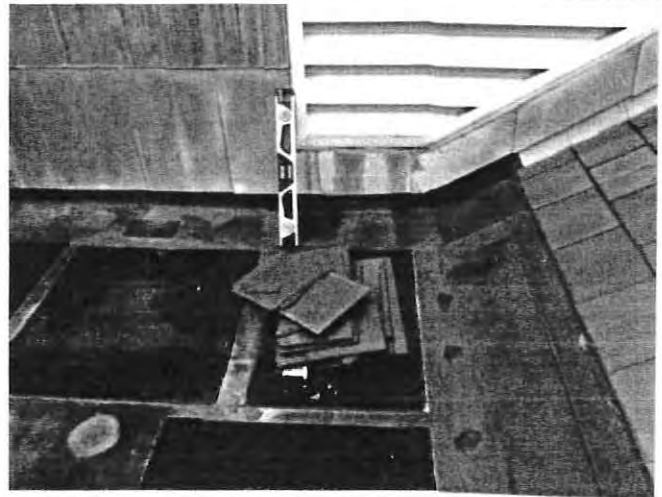
Typical snow guards, 3 rows, staggered



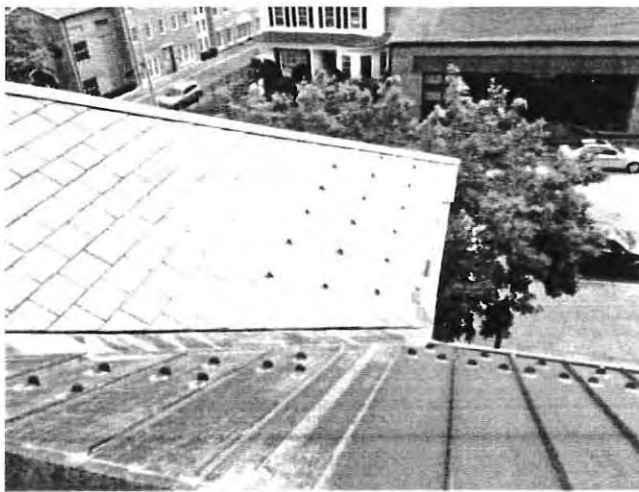
Damaged snow fence at the northwest side



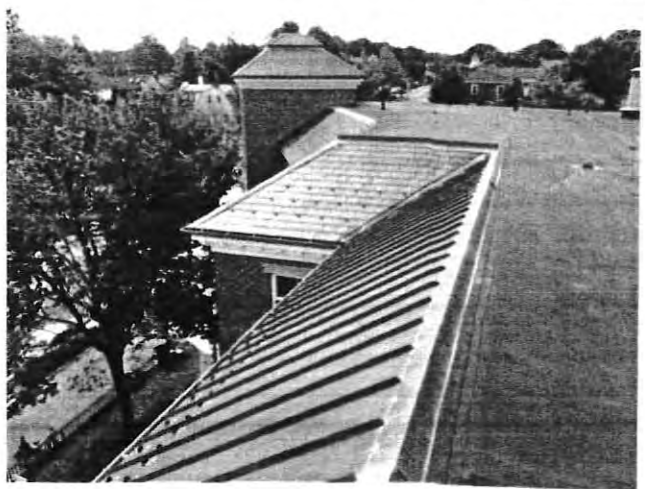
Hip slate roof tower at southeast corner of the 2001 addition



Miscellaneous slates stacked on membrane roofing



Damaged and missing slate shingles at original building roof



Lead coated copper standing seam roof over main entrance



## RECOMMENDATIONS

The existing single ply EPDM roof membrane is more than 17 years old and at the end of its life expectancy evidenced by multiple punctures, fasteners backing-out, and damp roof insulation. All membrane roofing and flashing should be replaced with either a similar single-ply EPDM roof membrane or preferably a multi-ply modified bitumen roof system. New R-30 flat and tapered insulation would be included with either membrane system.

The existing slate, also installed in 2000, appears to be in good condition with the exception of some missing, loose, and broken slate in various areas at both the original building and new addition roofs. Slate is an excellent material, often showing no wear after 120 years. According to the National Slate Association, "*slate is a stone material which has an indefinite life...slate roofs, with proper maintenance, can last indefinitely.*"

If less than 25% of the slates on a roof are damaged or sliding down from worn out nails, slate repairs are in order. Such roofs should be maintained, not replaced. We have estimated approximately 120 missing, broken, or cracked slate to be replaced or slightly less than 1 percent of all slate.

We recommend the following two options for consideration:

### OPTION 1 - LOW-SLOPE ROOF REPLACEMENT MULTI-PLY SBS MODIFIED BITUMEN ROOFING SYSTEM

Introduced to the U.S. in the mid 1970s, modified bitumen membranes are roofing sheets made of asphalt that has been modified with either rubber (SBS) or plastic (APP) that offer greater stretch and flexibility.

Modified bitumen is installed in multiple plies, typically up to 3. Hot-air welding machines or cold-process adhesives are used to join material seams, creating a watertight system.

Benefits of modified bitumen as detailed by the National Roofing Contractors Association (NCRA) include:

- Uniformity - Modified bitumen sheets are manufactured under tight quality control, resulting in consistent thickness.
- Broader temperature range - The modified material can handle high and low temperature extremes.
- Easy Maintenance - Greater tensile strength and flexibility - Modified bitumen can withstand greater levels of fatigue for longer periods of time, negating the need for constant maintenance to repair brittle roofing.
- Multiple plies equal multiplied strength - Whereas single-ply roofing tends to break under pressure, using two or three layers of a compound like polyester offers more resistance to punctures and elongation. Multi-ply systems can be as thick as 300 millimeters, much more than even the thickest single-ply membranes.

We recommend the installation of a new multi-ply SBS modified bitumen roofing assembly with a mineral surface, in cold adhesive, with new 1/4" per foot tapered polyisocyanurate R-30 roof insulation/coverboard. This system is recommended based on its high quality, reasonable installation cost, reasonable annual cost of ownership, and estimated service life of 30 to 40 years.

We would estimate the cost of a new multi-ply SBS modified bitumen roof system between \$33-35 per square foot. This is due to many factors including small roof size and configuration, limited access/staging areas and debris removal via crane pan/chute, and required tapered roof insulation. Refer to attached Cost Estimate.

## OPTION 2 - LOW-SLOPE ROOF REPLACEMENT SINGLE-PLY 60 MIL EPDM ROOFING SYSTEM (similar to existing)

Single-ply roofing systems or membrane roofs include EPDM, TPO and PVC roofing. These roofing products are designed to protect flat roofs and come in a variety of colors to match exterior features. They can be installed by mechanically fastening, fully adhering, and wind vented, and generally last between 10 and 20 years.

Benefits of single-ply roofs include:

- Consistent product quality - manufactured in a factory, single-ply roofing materials are designed to meet strict quality controls.
- Easy installation - often faster and cleaner than built-up and modified bitumen roofing systems.
- Lightweight - materials work well on modern building designs that require material flexibility.

The biggest drawback to single-ply roofs is that they only have one layer, whereas modified bitumen roofs have multiple layers. Therefore, if the single-ply membrane punctures or tears, the entire underlying structure is at risk.

We recommend the installation of a new 60 mil thick EPDM roofing assembly, fully adhered, with new 1/4" per foot tapered polyisocyanurate R-30 roof insulation/coverboard. This system has an estimated service life of 10 to 20 years.

We would estimate the cost of a new single-ply 60 mil EPDM roofing system between \$21-24 per square foot. This is due to many factors including small roof size and configuration, limited access/staging areas and debris removal via crane pan/chute, and required tapered roof insulation. Refer to attached Cost Estimate.

## SELECTIVE SLATE ROOF SHINGLE REPAIRS AND MISCELLANEOUS REMEDIAL WORK

The missing and broken slate is almost certainly allowing water to access the substrate and will result in active leaks if not already. All existing loose and free slate on the roof should be removed and replaced using copper slate hooks. We recommend replacement of approximately 120 pieces throughout the field of the roof – recommend including Unit Price of \$75 per slate to be used for adjustments to the total amount of slate replaced.

Miscellaneous repairs include selective repairs and re-soldering of existing copper gutters, replacement of damaged snow fence, and installation of new snow guards where loose or missing.

We would estimate the cost of the above selective repairs at \$22,450.00 - refer to attached Cost Estimate.

**MEMBRANE ROOFING REPLACEMENT & SELECTIVE SLATE  
SHINGLE REPAIRS - OPTION 1**

**MULTI-PLY MODIFIED BITUMEN ROOFING SYSTEM**

**NEWBURYPORT PUBLIC LIBRARY**

**COST ESTIMATE - November 9, 2017**

**Raymond T. Guertin, Architect**

<b>NEWBURYPORT PUBLIC LIBRARY - OPTION 1</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>COST</b>	<b>TOTAL</b>
Remove & dispose of existing EPDM membrane roofing, flashing, and roof insulation down to existing deck:	4,100 SF	\$1.50 /SF	\$6,150	
New Flat & 1/4" Tapered Polyisocyanurate Roof Insulation:	4,100 SF	\$6 /SF	\$24,600	
Supply and install new 2 Ply Modified Bitumen Roofing System - Cold Applied:	4,100 SF	\$22 /SF	\$90,200	
Perimeter Wood Blocking:	1 LS	\$1,200 EA	\$1,200	
Drains & Associated Plumbing:	7 EA	\$1,100 EA	\$7,700	
Crane Service:	1 LS	\$5,000 EA	\$5,000	
Dumpster & disposal costs:	1 LS	\$5,000 EA	\$5,000	
<b>TOTAL LOW-SLOPE ROOFS:</b>				<b>\$139,850</b>
Selective Slate Roof Shingle Repairs:	120 PCS	\$75 EA	\$9,000	
Copper Gutter Repairs:	40 LF	\$85 /LF	\$3,400	
Replacement of damaged snow fence:	26 LF	\$225 EA	\$5,850	
Installation of new snow guards where missing/damaged:	1 LS	\$1,200 EA	\$1,200	
Aerial-Lift Rental:	1 LS	\$3,000 EA	\$3,000	
<b>TOTAL SLATE ROOF &amp; MISCELLANEOUS REPAIRS:</b>				<b>\$22,450</b>
<b>TOTAL CONSTRUCTION:</b>				<b>\$162,300</b>
Contractor's Overhead & Profit (15%):				\$24,345
Bonds & Insurance (3%):				<u>\$4,869</u>
<b>TOTAL PROJECT COST - OPTION 1:</b>				<b>\$191,514</b>

**MEMBRANE ROOFING REPLACEMENT & SELECTIVE SLATE  
SHINGLE REPAIRS - OPTION 2**

**60 MIL EPDM MEMBRANE ROOFING SYSTEM**

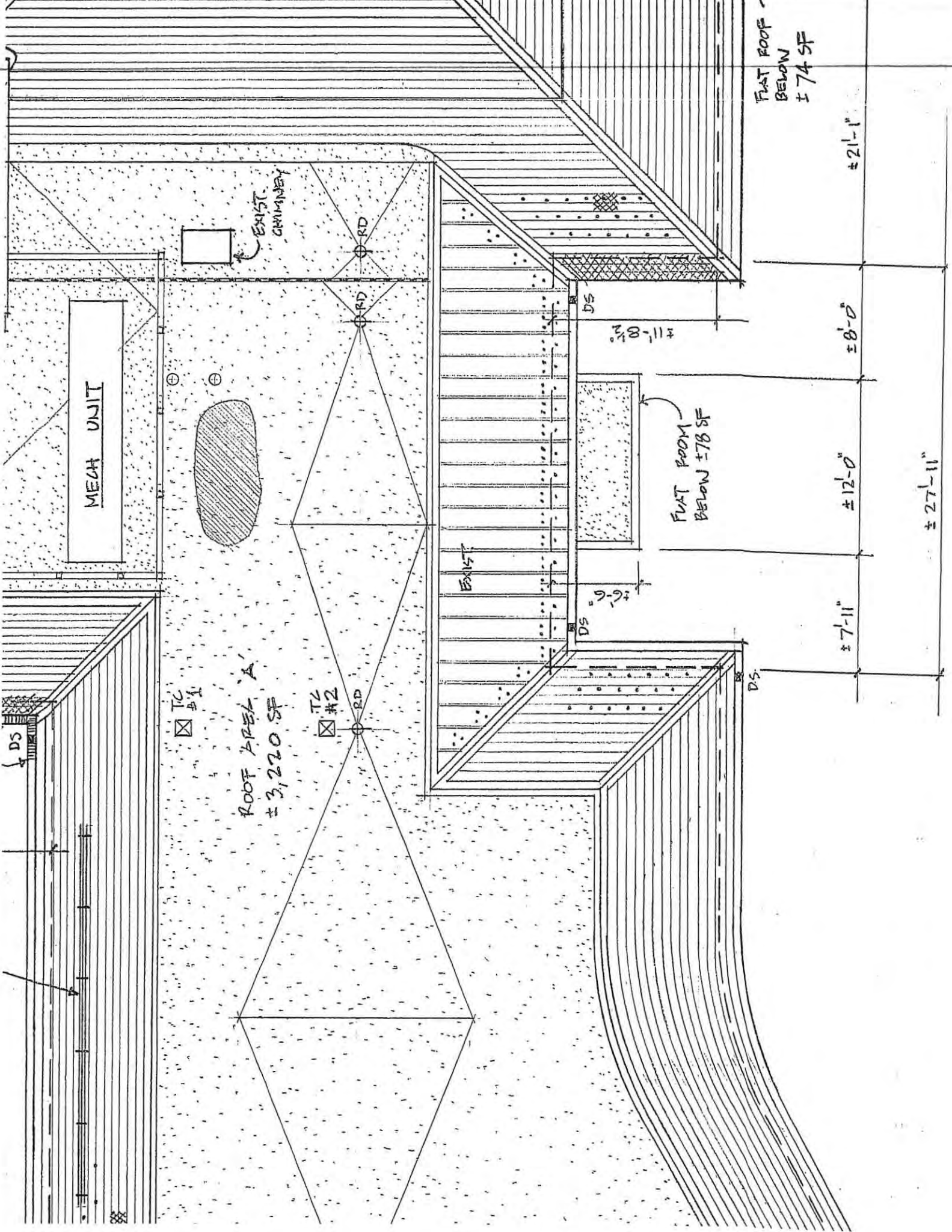
**NEWBURYPORT PUBLIC LIBRARY**

**COST ESTIMATE - November 9, 2017**

**Raymond T. Guertin, Architect**

<b>NEWBURYPORT PUBLIC LIBRARY - OPTION 2</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>COST</b>	<b>TOTAL</b>
Remove & dispose of existing EPDM membrane roofing, flashing, and roof insulation down to existing deck:	4,100 SF	\$1.50 /SF	\$6,150	
New Flat & 1/4" Tapered Polyisocyanurate Roof Insulation:	4,100 SF	\$6 /SF	\$24,600	
Supply and install new 60 mil EPDM Membrane Roofing:	4,100 SF	\$10 /SF	\$41,000	
Perimeter Wood Blocking:	1 LS	\$1,200 EA	\$1,200	
Drains & Associated Plumbing:	7 EA	\$1,100 EA	\$7,700	
Crane Service:	1 LS	\$5,000 EA	\$5,000	
Dumpster & disposal costs:	1 LS	\$5,000 EA	\$5,000	
<b>TOTAL LOW-SLOPE ROOFS:</b>				<b>\$90,650</b>
Selective Slate Roof Shingle Repairs:	120 PCS	\$75 EA	\$9,000	
Copper Gutter Repairs:	40 LF	\$85 /LF	\$3,400	
Replacement of damaged snow fence:	26 LF	\$225 EA	\$5,850	
Installation of new snow guards where missing/damaged:	1 LS	\$1,200 EA	\$1,200	
Aerial-Lift Rental:	1 LS	\$3,000 EA	\$3,000	
<b>TOTAL SLATE ROOF &amp; MISCELLANEOUS REPAIRS:</b>				<b>\$22,450</b>
<b>TOTAL CONSTRUCTION:</b>				<b>\$113,100</b>
Contractor's Overhead & Profit (15%):				\$16,965
Bonds & Insurance (3%):				<u>\$3,393</u>
<b>TOTAL PROJECT COST - OPTION 2:</b>				<b>\$133,458</b>





# **NEWBURYPORT FIRE HEADQUARTERS GREENLEAF STREET, NEWBURYPORT, MA**

## **Investigative Roof Report**



**Raymond T. Guertin, Architect  
89 Turnpike Road, Suite 207  
Ipswich, Massachusetts 01938  
Tel: 978-356-2749 Fax: 978-356-2409  
Email: [Ray@RTGArchitect.com](mailto:Ray@RTGArchitect.com)**

**November 9, 2017**



## EXISTING CONDITIONS

We visited the Newburyport Fire Headquarters building on September 14<sup>th</sup> to survey the roof and reviewed the original construction drawings, dated December 6, 1977, prepared by Palmiter and Hutchinson Architects of Newburyport, MA. We have also reviewed the Roof Survey Report prepared by The Garland Company, dated February 8, 2017.

The building, built in 1978, consists of steel frame and masonry wall construction. Roof construction includes structural steel roof trusses, wood rafters, plywood deck, and asphalt roof shingles. Roof insulation includes 6" batt insulation in the roof rafters and ceiling joists. R-values appear to be R-19 over the Apparatus Room and Hose Tower and nearly R-38 over the second floor living and office spaces including the ceiling insulation.

The original roof shingles were replaced nearly 20 years ago in 1999. Roof configuration consists of a broken gable roof intersecting at approximately 30 degrees and a small shed roof at the Hose Tower. Roof pitch is approximately 4:12 and there is approximately 11,200 square feet of roofing. The roof shingles have deteriorated, severely in many locations, including areas where shingles have been repaired/replaced. Shingle deterioration observed includes curling, cracks, granule loss, exposed felts, as well as several missing and broken shingles.

Curling occurs as the asphalt hardens and the surface granules are eroded from the shingles. As the asphalt continues to harden, the layers contract. As a result, the shingle is placed under stress as it resists the contraction of the coating at the top as well as the bottom. This will eventually cause the shingles to curl at the edges.

Surface cracks develop as the heat and other elements leach the oils from the asphalt and the shingle becomes less flexible. As a result, when it is subjected to stress from thermal shock or movement of the roof deck, cracks may develop in the surface.

Roof penetrations are minimal, consisting of plumbing vent stacks, antennas, guy wires, and 6 skylights at the rear of the building over the Apparatus Room. The skylights are in poor condition with mastic repairs along the flashings and should either be replaced or removed and roofed over. Exterior wood fascia and rake boards and soffits are deteriorating in many locations with open joints and signs of rot. There are no gutters on the building.



Overview - west side



Existing copper thru-wall flashing at Hose Tower



Deteriorated shingles - granule loss & curling



Deteriorated shingles at intersection of hip, valley & ridge



Skylights at the rear of the building



Deteriorated fascia boards and soffits

## RECOMMENDATIONS

The existing roof shingles have reached the end of their useful life and should be replaced with new 50-year architectural asphalt roof shingles. All roof shingles, underlayment, ridge vents, metal flashing, and drip edges should be removed down to the existing wood deck. The existing copper through wall flashing at the Hose Tower appears to be in good condition and can be re-used. All plumbing vent stack flashing should be replaced.

The existing skylights at the rear of the building do not seem to have great value in the Apparatus Room and are a potential source of water infiltration. We recommend removing the skylights, framing in the openings, and roofing over.

Miscellaneous repairs include repair/replacement of damaged wood fascia and rake boards and soffits. We recommend replacing 150 linear feet of the approximate 475 linear feet of fascia/rakes with new PVC trim rather than painted wood for durability and minimal maintenance. Unit Prices can be included in the contract to be used for adjustments to the total amount of fascia replacement required.

Due to the condition of the existing shingles and the potential of water damaged roof sheathing, we recommend including approximately 5 percent of roof sheathing replacement in the base bid along with Unit Prices for determining adjustments to the Contract Sum during the work.

We would estimate the cost of the above Asphalt Shingle Roofing Replacement at \$92,418.00 - refer to attached Cost Estimate.

# ASPHALT SHINGLE ROOFING REPLACEMENT

## NEWBURYPORT FIRE HEADQUARTERS

COST ESTIMATE - November 9, 2017

Raymond T. Guertin, Architect

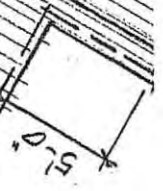
NEWBURYPORT FIRE HEADQUARTERS	QTY	UNIT PRICE	COST	TOTAL
Remove & dispose of existing roofing & flashing down to existing deck:	11,200 SF	\$1.50 /SF	\$16,800	
Remove existing deteriorating skylights, fill-in openings & roof over:	6 EA	\$900 EA	\$5,400	
Replace deteriorated roof sheathing - (allowance 5%):	560 SF	\$7 /SF	\$3,920	
Supply & install new 50 year Architectural Grade Roof Shingles, Ice & Water Sheet, Aluminum Drip Edges, and Metal Flashing:	11,200 SF	\$4.50 /SF	\$50,400	
Miscellaneous repairs including fascia, soffits and rake boards:	150 LF	\$12 /LF	\$1,800	
TOTAL CONSTRUCTION:				\$78,320
Contractor's Overhead & Profit (15%):				\$11,748
Bonds & Insurance (3%):				<u>\$2,350</u>
<b>TOTAL PROJECT COST - FIRE STATION:</b>				<b>\$92,418</b>



VALLEY



RIDGE



EXISTING SKYLIGHTS TYPICAL

±53'-0"

*BT*

CITY OF NEWBURYPORT



\_\_\_\_\_  
IN CITY COUNCIL

ORDERED:

May 14, 2018

THAT the General Fund budget for the City of Newburyport for **Fiscal Year 2019** (July 1, 2018 through June 30, 2019) be approved in the amount of \$ \_\_\_\_\_, and \$ \_\_\_\_\_ of this amount is established as a School Department Budget for Fiscal Year 2019.

The following Enterprise Fund budgets for Fiscal Year 2019 are also approved as follows:

Water Enterprise Fund                   \$ \_\_\_\_\_

Sewer Enterprise Fund                   \$ \_\_\_\_\_

Harbormaster Enterprise Fund       \$ \_\_\_\_\_

The above approved budget represents the budget submitted by Mayor Holaday on May 14, 2018 as amended.

\_\_\_\_\_  
President Barry N. Connell

\_\_\_\_\_  
Councillor Joseph H. Devlin

\_\_\_\_\_  
Councillor Gregory D. Earls

\_\_\_\_\_  
Councillor Jared J. Eigerman

\_\_\_\_\_  
Councillor Larry G. Giunta, Jr.

\_\_\_\_\_  
Councillor Afroz Khan

\_\_\_\_\_  
Councillor Thomas F. O'Brien

\_\_\_\_\_  
Councillor Heather L. Shand

\_\_\_\_\_  
Councillor Charles F. Tontar

\_\_\_\_\_  
Councillor Bruce L. Vogel

\_\_\_\_\_  
Councillor Sharif I. Zeid

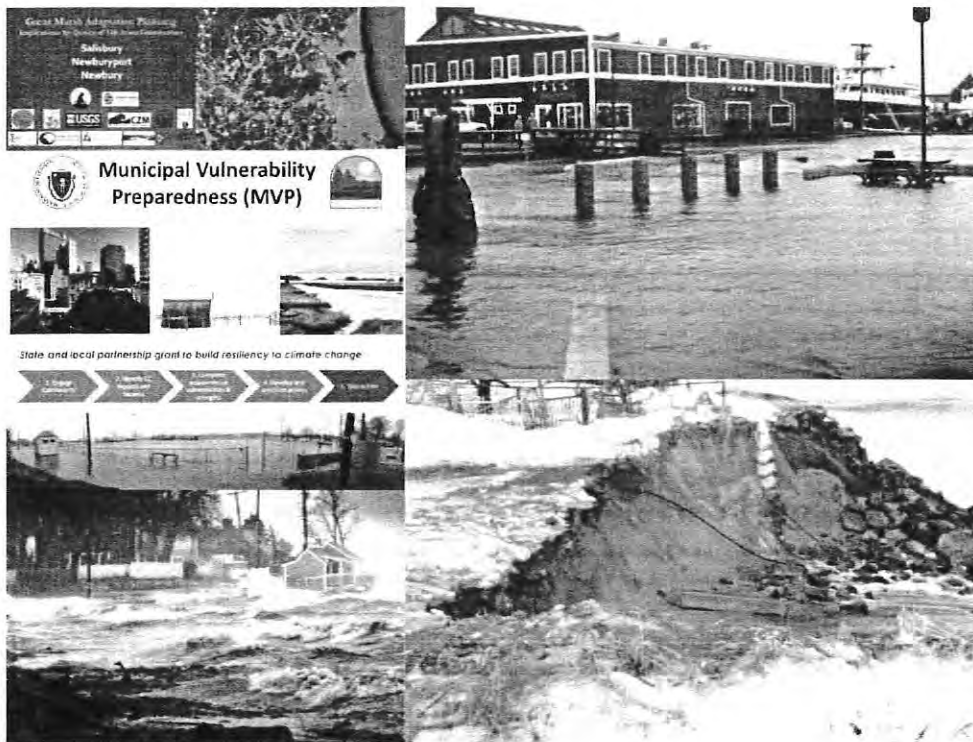




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# CITY OF NEWBURYPORT, MASSACHUSETTS

## Fiscal Year 2019 Proposed Budget



**DONNA D. HOLADAY, MAYOR**

# CITY OF NEWBURYPORT MASSACHUSETTS



## PROPOSED FISCAL YEAR 2018 BUDGET

GENERAL AND ENTERPRISE FUNDS  
JULY 1, 2018 TO JUNE 30, 2019

### MAYOR

**DONNA D. HOLADAY**

### CITY COUNCIL

<b>Barry N. Connell</b>	<b>President, Councillor At-Large</b>
<b>Sharif I. Zeid</b>	<b>Ward 1 Councillor</b>
<b>Jared J. Eigerman</b>	<b>Ward 2 Councillor</b>
<b>Heather L. Shand</b>	<b>Ward 3 Councillor</b>
<b>Charles F. Tontar</b>	<b>Ward 4 Councillor</b>
<b>Larry G. Giunta Jr.</b>	<b>Ward 5 Councillor</b>
<b>Thomas F. O'Brien</b>	<b>Ward 6 Councillor</b>
<b>Joseph H. Devlin</b>	<b>Councillor At-Large</b>
<b>Gregory D. Earls</b>	<b>Councillor At-Large</b>
<b>Afroz Khan</b>	<b>Councillor At-Large</b>
<b>Bruce L. Vogel</b>	<b>Councillor At-Large</b>

**June 11, 2018**  
**Committee Items-License & Permits**

ODNC023\_05\_29\_18 An Ordinance to Amend The Boats, Docks and Waterways of the City of Newburyport, MA

CITY OF NEWBURYPORT



\_\_\_\_\_  
IN CITY COUNCIL

ORDERED:

May 29, 2018

**AN ORDINANCE TO AMEND THE BOATS, DOCKS, AND WATERWAYS  
ORDINANCE OF THE CITY OF NEWBURYPORT, MASSACHUSETTS**

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

**CHAPTER IV: BOATS, DOCKS, AND WATERWAYS OF THE CITY OF  
NEWBURYPORT Article II, Division IV, Subdivision A, Section 4-73 -- Fees.**

*(e) Waterways fee.*

1. Waterway and Mooring Permits are based upon the footage appearing on your registration or documentation. For all boats 17 feet or greater: Waterway permits are \$4.00 per foot and Mooring permits are \$3.00 per foot.
2. Boats under 17 feet are charged a flat rate of \$20.00.
3. Boats 20 feet or greater will also be charged a clean water surcharge of \$10.00.
4. All vessels in rack storage or stored on trailers in Newburyport Marinas must procure and display a waterways permit sticker. However, any vessel that will not be used during the current boating season may apply for an exemption from the harbormaster with written proof on non-usage.

\_\_\_\_\_  
Councillor Joseph H. Devlin

\_\_\_\_\_  
Councillor Gregory D. Earls

## **Neighborhoods and City Services**

- **ODNC001\_01\_11\_16** Amend Ch11 Parks and Recreation (**COTW**)
- **COMM028\_04\_09\_18** Essex Coastal Scenic Byway Visitor Center Kiosk
- **ODNC020\_05\_14\_18** Amendment to Chapter 11, Parks & Recreation



DCS  
 RULE 7-C  
 10/11/17

## CITY OF NEWBURYPORT




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 IN CITY COUNCIL

ORDERED:

August 10, 2015

**AN ORDINANCE TO AMEND CHAPTER 11 OF THE MUNICIPAL CODE REGARDING PARKS AND RECREATION**

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

Chapter 11                      Parks and Recreation

*Delete Section 11-1. – Names of parks and squares; establishing and changing names.” in its entirety and replace it with the following text:*

**Sec. 11-1. – Names of city’s public parks and playgrounds.**

All of the city’s public parks and playgrounds shall retain the names by which they are listed in Section 11-2 of this article, unless the city council, by a two-thirds supermajority vote of the council, votes to adopt an ordinance to change such name in Section 11-2.

*Delete Section 11-2 – “Drug free parks and playgrounds; designation” in its entirety and replace it with the following text:*

**Sec. 11-2. – City’s public parks and playgrounds.**

The following real property, identified by name, and listed by assessor’s map and lot numbers, or other reference, constitute the city’s public parks and playgrounds under the meaning of Chapter 45 of the General Laws, Chapter Section 32J of Chapter 94C of the General Laws, and the city’s code of ordinances.

Name	Map #	Lot #
Patrick Tracy Square	001	022
Market Square	004	Not numbered
Inn Street Playground	004	002
Inn Street Mall	004	030 (portion)
Market Landing Park; Mayor Peter J. Mathews Memorial Boardwalk	011	001-B
Atwood Park	019	030
Brown School Playground	021	003
	021	026 (portion)
Joppa Park	026	Not numbered
Perkins Park	031	030

March's Hill	033	006
	033	007 (portion)
	034	020 (portion)
Bartlet Mall (including Frog Pond)	035	160
Washington Park (Eppa Way, Pond Street, High Street)	035	Not numbered
Bradley Fuller Park	037	001
Brown Square	047	004
Cushing Park (including Ayer Playground)	051	042
Cashman Park	052	068
	052	083
Atkinson Common (includes so-called Pioneer Park)	069	028
Moseley Avenue and Ferry Road Park	070	086
Moulton Square	071	023
Moseley Woods	072	014
Jason Sawyer Playground	077	125-A
Woodman Park	094	004
	100	001
Cherry Hill Athletic Fields	107	001-A
Clipper City Rail Trail – Phase 1	All locations depicted on a plan in ___ sheets entitled “_____,” dated _____, as revised on _____, on file with the City Clerk	
Clipper City Rail Trail – Phase 2	All locations depicted on a plan in 17 sheets entitled “Newburyport/Newbury Clipper City Rail Trail - Phase 2, Preliminary Right of Way Property Plans,” dated June 8, 2015, as revised on June 22, 2015, on file with the City Clerk	

*Delete Section 11-3 – “Parking limited.” in its entirety and replace it with the following text:*

**Sec. 11-3. – Limited parking at certain public parks and playgrounds.**

(a) No person shall park any vehicle or trailer in the area known as Cushing Park for a period in excess of seventy-two (72) hours, except upon declaration of a snow emergency, or as authorized by an individual license or permit issued by the board of parks commissioners. In the case of a declared snow emergency, vehicles may remain for the duration of the snow emergency and for twenty-four (24) hours after the declaration of the end of the snow emergency.

(b) No person shall park any vehicle or trailer in the playground area of the Bartlet Mall, located at the corner of Auburn Street and High Street, except upon declaration of a snow emergency. In the case of such declared snow emergency, vehicles may remain for the duration of the snow emergency and for no more than twenty-four (24) hours after the declaration of the end of the snow emergency.

(c) No person shall park any vehicle or trailer in any portion of Bartlet Mall other than the playground area, even upon declaration of a snow emergency, with the sole exception of the presiding justice of the superior court, who may park on the high street side of the building between the bollards which define the property lines between the city and the courthouse.

*Add Section 11-4 – “Board of Parks Commissioners,” to read as follows:*

**Sec. 11-4. – Board of parks commissioners.**

(a) A board of parks commissioners for the city is hereby established according to the authorization set forth under Section 5 of Chapter 45 of the General Laws (hereinafter referred to as the parks commission).

(b) The parks commission shall consist of five persons, who shall hold office for terms of one (1), two (2), three (3), four (4), and five (5) years, respectively, from the first Monday in May next following such appointment, or until their successors are qualified; and thereafter the mayor shall annually, before the first Monday in May, with like approval appoint one such commissioner for a term of five years from said first Monday in May. Such commissioners shall serve without compensation. A vacancy in the parks commission shall be filled in like manner for the residue of the unexpired term. A commissioner may be removed by a vote of two thirds of all the members of the city council.

(c) The parks commission may lay out and improve public parks and playgrounds, make rules for their use and government, appoint all necessary engineers, surveyors, clerks, and other officers, including a police force, to act in such parks and playgrounds, define their powers and duties, and fix their compensation, and do all acts needful for the proper execution of its powers and duties. In places under its jurisdiction, the commission shall have the authority given to the mayor, aldermen, selectmen, road commissioners and tree warden respectively by Section 7 of Chapter 84, and by Chapter 87. Subject to appropriation, the commission shall also have the power to conduct park programs and recreation activities at places other than public parks and playgrounds.

(d) The parks commission shall make reports of its doings, and detailed statements of all receipts, expenditures, and liabilities for the preceding fiscal year of the city, to the city council annually, within thirty (30) days after the end of the city's fiscal year.

*Add Section 11-5 – "Rules and regulations.," to read as follows:*

**Sec. 11-5. – Rules and regulations.**

(a) All other city ordinances applying to public areas also apply to the public parks and playgrounds listed in Section 11-2, including but not limited to the following:

(1) Dogs shall be leashed and animal waste cleaned up and disposed of pursuant to chapter 3, article II of the code of ordinances; provided, however, that pursuant to sections 3-26(d) and 3-26(e) of article II, dogs are permitted off leash at Cashman Park, Moseley Woods, and March's Hill, subject to both the exclusions and restrictions, off leash hours and seasonal restrictions in the "Table of Designated Off Leash Areas" and the "Rules" as set forth in sections 3-26(d) and 3-26(e) of article II, respectively. The city marshal is expressly authorized to enforce these rules by issuing citations for civil infractions.

(2) No littering is permitted.

(3) No vandalism, damage or defacement or other acts of willful destruction of public property is permitted.

(4) Loud noise, music, and other sounds are prohibited from 10:00 p.m. to 7:00 a.m. pursuant to Section XI-G of the zoning ordinance.

(5) No snowmobiles, motorcycles, motorbikes or other motorized vehicles, with the exception of wheelchairs, are permitted unless specifically authorized by city council vote.

(6) For other activities regulated by city ordinances, additional authorization may be required from the designated city authority.

(7) No activities are permitted that would potentially endanger members of the public.

(b) No activities are permitted that would disturb the quiet use and enjoyment of the city's public parks and playgrounds, without prior written authorization from the designated permitting body.

(c) No commercial activities, including, without limitation, soliciting, are permitted without prior written authorization from the designated permitting body.

(d) No commercial activities of any nature is permitted on any portion of the Bartlet Mall unless for specific, nonprofit events that benefit the Newburyport community, unless it is approved in advance by a

majority vote of the Bartlet Mall commission, and also with prior written authorization from the designated permitting body.

(e) No vehicular parking is permitted in areas other than designated parking lots, in accordance with posted signs. No unauthorized vehicles are allowed in areas other than designated driveways and parking lots.

(f) No alcoholic beverages are permitted without prior written authorization from the designated permitting body.

(g) Horses are not allowed except as expressly authorized by rules and regulations promulgated under Section 11-6, and with prior written authorization from the designated permitting body.

(h) No dogs are permitted on tennis courts, in fountains, or in other restricted park areas.

(i) No bicycling, rollerblading, snowboarding, or skateboarding is permitted on play equipment or site furnishings, including, without limitation, benches, curbs, walls, statuary, handrails, fountains, ponds, tennis courts, playing fields, etc. Within some public parks and playgrounds, as indicated by signage, bicycling, rollerblading, and skateboarding are prohibited entirely.

(j) Trash receptacles in public parks and playgrounds are intended for the collection of refuse related to public use of such facilities, and the disposal of other items in park trash receptacles is not permitted. Dumping of private yard waste is not permitted.

(k) No unauthorized posting of bills, signs, or any other materials is permitted.

(l) No fires are permitted except in specific locations expressly authorized by rules and regulations promulgated under Section 11-6, or with prior written authorization from the designated permitting body.

(m) No fireworks are permitted without prior written authorization from the fire chief.

(n) No firearms are permitted.

(o) No camping is permitted, unless specifically authorized by city council vote.

(p) No unauthorized change of any sort to the property, vegetation, equipment, or structures is permitted, including, without limitation, trimming, pruning, removal or harming of plantings.

(q) No use of water or electrical receptacles is permitted with the specific exception of public drinking fountains and as authorized under an individual license or permit issued by the parks commission.

(r) Athletic field lighting shall be turned off by 10:00 p.m.

(s) Fines for violation of these rules and regulations, or any rules and regulations promulgated under Section 11-6, shall be established by city ordinances.

(u) With the sole exception of Market Landing Park and other property controlled by the Waterfront Trust, the parks commission shall be the authorizing agency for all of the city's public parks and playgrounds, and applications for activities therein shall be made to the parks commission.

(v) For Market Landing Park and other Newburyport Waterfront Trust property, the Newburyport Waterfront Trust shall be the authorizing agency, and applications for activities therein shall be made to the Newburyport Waterfront Trust.

(w) Applications for authorization made pursuant to the rules and regulations of this Section 11-5, or Section 11-6, shall be processed in the order of their receipt. The authorizing body shall determine whether to grant or deny an application within thirty (30) days of receipt, unless the applicant provides written consent to extend such period for not more than an additional fifteen (15) days.

(x) A granted application for authorization made pursuant to the rules and regulations of this Section 11-5, or Section 11-6, may permit the applicant an exclusive right to use designated areas of the relevant public park or playground, in which case others shall not disrupt such activity, nor intrude upon the designated areas.

(y) Denial of an application for authorization shall be in writing, and shall set forth clearly the grounds upon which the permit was denied. Where feasible, the relevant authorizing body shall suggest in such



written denial those measures by which the applicant may cure any defects in its permit application, or otherwise procure a permit in a subsequent application.

- (z) An application for authorization may be denied on any of the following grounds:
  - (1) The application (including any required attachments and submissions) is not fully completed and executed;
  - (2) The application contains a material falsehood or misrepresentation;
  - (3) The applicant is legally incompetent to contract, or to sue and be sued;
  - (4) The applicant has on a prior occasion damaged public park or playground property, and has not paid full compensation for such damage, or has other outstanding and unpaid debts to the relevant authorizing agency;
  - (5) A fully completed and executed application for an activity at the same time and place has been received, and authorization has been or will be granted to such prior applicant authorizing uses or activities that do not reasonably permit multiple occupancy of the particular public park or playground, or part thereof;
  - (6) The use or activity intended by the applicant would conflict with previously planned programs organized and conducted by the parks commission, or another city agency, with approval of the parks commission, and previously scheduled for the same time and place; or
  - (7) The proposed use or activity is prohibited by or inconsistent with any rules and regulations of this Section 11-5, or promulgated under Section 11-6, or with the classifications and uses of the relevant public park or playground.

*Add Section 11-6 – “Parks Commission—Promulgation of rules,” to read as follows:*

**Sec. 11-6. – Parks Commission—Promulgation of rules.**

(a) Provided they are not in conflict with the rules and regulations provided in Section 11-5, the parks commission may promulgate such additional, reasonable rules and regulations for the use of the city’s public parks and playgrounds, as it deems appropriate. Such additional rules and regulations may include, but are not limited to, hours of use, conduct of persons, and the manner of use of particular facilities or areas within any public parks or playgrounds.

(b) Such additional rules and regulations, or any repeal or amendment thereof, shall become effective only after they have been published in each of not less than two (2) weeks in a newspaper of local circulation, posted in one (1) or more prominent places in the public park or playground to which they are proposed to pertain, without the need for further action by the city council.

*Delete Article II. – “ATKINSON COMMON AND MOSELEY WOODS AND BARTLET MALL.” in its entirety and replace it with the following text:*

**ARTICLE II. – ATKINSON COMMON, MOSELEY WOODS, AND BARTLET MALL**

**Sec. 11-26. – Promulgation of rules for the Atkinson Common or the Bartlet Mall.**

When promulgating rules for the Atkinson Common or the Bartlet Mall, the parks commission shall consult with the boards of commissioners of the Atkinson Common or of the Bartlet Mall, as the case may be.

**Sec. 11-27. - Atkinson Common—Board of commissioners designated; Duties of same; To serve without pay.**

The mayor and the president of the city council, *ex officio*, together with three (3) persons to be chosen as hereinafter designated, shall constitute a board of commissioners of the Atkinson Common (hereinafter the Atkinson Common commission), to advise the parks commission in carrying out the provisions and limitations



of the will of Mrs. Eunice Atkinson Currier, dated March 23, 1867, granting the Atkinson Common to the city for use as a common public and free to all the inhabitants of the city, and in exercising the proper care, management and supervision of the Atkinson Common as well as the adjacent land purchased from Merrill Estate by Belleville Improvement Society and given to the city. Such board may be known as the Atkinson Common commission. The members of the Atkinson Common commission shall serve without pay.

**Sec. 11-28. - Atkinson Common —Annual appointment to board.**

Annually in the month of March, the mayor shall appoint, subject to the approval of the city council, from the citizens at large, one (1) member of the Atkinson Common commission to hold office for three (3) years from the last Monday in April following.

**Sec. 11-29. - Atkinson Common —Financial matters; Capital improvements**

The money annually appropriated by the city for the upkeep of Atkinson Common, together with such sums as may be received for such purposes from other sources, including, without limitation, the Belleville Improvement Society, shall be available for expenditure only upon an affirmative vote of a majority of the parks commission, and only for the upkeep of Atkinson Common. Moreover, all capital improvements at Atkinson Common, regardless of their scale or cost to the city, shall be approved in advance by an affirmative vote of the parks commission, and only after consultation with the Atkinson Common commission.

**Sec. 11-30. - Atkinson Common — Monthly meetings; Records; Annual report of board.**

The Atkinson Common commission shall meet monthly, and maintain records of its doings, organized by fiscal year. Not later than the date required by the parks commission, Atkinson Common commission shall submit to the parks commission a written report of such board's doings for the previous fiscal year.

**Sec. 11-31. – Moseley Woods—Acceptance of provisions of Charles W. Moseley will.**

The city hereby accepts the provisions of paragraph 7 of the will of Charles W. Moseley, dated September 3, 1918, granting Moseley Woods to the city, to be held as a public park. Accordingly, the city shall annually appropriate and spend to the satisfaction of the trustees of the Charles W. Moseley Trust not less than five hundred dollars (\$500.00) for the care of Moseley Woods, and especially for the policing thereof.

**Sec. 11-32. – Moseley Woods—Board of commissioners abolished.**

The board of commissioners of Moseley Woods are hereby abolished and dissolved, upon the effective date of this new Section 11-32.

**Sec. 11-33. – Moseley Woods—Financial matters; Capital improvements**

The money annually appropriated by the city for the upkeep of Moseley Woods, together with such sums as may be received from other sources, including, without limitation, the trustees of the Charles W. Moseley Trust, shall be available for expenditure only upon an affirmative vote of a majority of the parks commission, and only for the upkeep of Moseley Woods. Moreover, all capital improvements at Moseley Woods, regardless of their scale or cost to the city, shall be approved in advance by an affirmative vote of the parks commission.

**Sec. 11-34. - Bartlet Mall—Board of commissioners; duties; term of office.**

The mayor shall appoint five (5) residents of the city to constitute the board of commissioners of Bartlet Mall (hereinafter referred to as the Bartlet Mall commission). The Bartlet Mall commission shall advise the parks commission in exercising the proper care, management, and supervision of the Bartlet Mall. Each commissioner of said board shall be appointed for a term of not in excess of three (3) years, and the appointments shall be so made that the terms of not more than two (2) commissioners shall expire in any single year. All members shall hold office until their respective successors are appointed, and shall serve without pay.

**Sec. 11-35. - Bartlet Mall—Annual appropriation for upkeep.**

The mayor and city council shall annually appropriate a sum of not less than five hundred dollars (\$500.00) for the general care and policing of Bartlet Mall, including the maintenance of public ice skating on the pond.

**Sec. 11-36. - Bartlet Mall—Financial matters; Capital improvements.**

The money annually appropriated by the city for the upkeep of Bartlet Mall, together with such sums as may be received for such purposes from other sources, including, without limitation, the City Improvement Society, shall be available for expenditure only upon an affirmative vote of a majority of the parks commission, and only for the upkeep of Bartlet Mall. Moreover, all capital improvements at Bartlet Mall, regardless of their scale or cost to the city, shall be approved in advance by an affirmative vote of the parks commission, and only after consultation with the Bartlet Mall commission.

**Sec. 11-36. - Bartlet Mall— Monthly meetings; Records; Annual report of board.**

The Bartlet Mall commission shall meet monthly, and maintain records of its doings, organized by fiscal year. Not later than the date required by the parks commission, the Bartlet Common commission shall submit to the parks commission a written report of such board's doings for the previous fiscal year.

**Secs. 11-37—11-50. - Reserved.**

*Delete Article III. – "RECREATION AREAS." in its entirety.*

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Councillor Charles F. Tontar

**In City Council August 10, 2015**

Motion to refer to Neighborhood and City Services and Committee of the Whole by Councillor Tontar, seconded by Councillor Vogel. Roll call vote, 11 yes.

**In City Council December 14, 2015**

Motion to remove by Councillor Connell, seconded by Councillor Cameron. So voted. Motion to move to the next session per Rule 7C by Councillor Connell, seconded by Councillor Cameron. 10 yes, 1 no (O'Brien). So voted.

NAC

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RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

101 APR -3 PM 3:24

TO: Council President Barry Connell  
Councilor Jared Eigerman, Ward 2

FROM: Ghlee E. Woodworth  
Coordinator of the Essex Heritage Coastal Scenic Byway Kiosk  
for Newburyport  
978 462-2010; <pcbahati@yahoo.com>

DATE: March 1, 2018

RE: Seeking Sponsors and City Council Approval

The Essex National Heritage Commission is a nonprofit organization that promotes the saving of the unique character of Essex County: "the thousands of historic, cultural, and natural places that were crucial in shaping our nation and the places that led to this region's designation as a National Heritage Area by an act of Congress in 1996."

Essex Heritage is proposing an Essex Coastal Scenic Byway Visitor Center Kiosk System which will be located in fourteen communities in Essex County. The kiosk signage for public benefit will assist locals and visitors with maps and photographs of places of interests as well as promote Newburyport in thirteen other communities.

Attached is a letter from CEO Annie Harris explaining the project with kiosk and information panel concepts. Survey maps show the city property location on Merrimack Street in front of the NRA pop up park. Essex Heritage is responsible for all costs, installation and maintenance of the kiosk.

Newburyport has met all deadlines. The next step is for City Council approval.

I will be happy to meet with you to answer any questions.

Thank you.





ESSEX NATIONAL HERITAGE COMMISSION

10 Federal Street, Suite 12 Salem, MA 01970  
978.740.0444 tel ~ 978.744.6473  
www.essexheritage.org

February 20, 2018  
City of Newburyport  
60 Pleasant Street  
Newburyport, MA 01950

Re: Newburyport City Council Kiosk Project Review

On behalf of the Essex National Heritage Commission, Inc., I would like to request the following building permit application be added to the next agenda for the City Council. The following is a proposal for the construction of an outdoor wayfinding kiosk in Newburyport downtown area, as a part of the Essex Coastal Scenic Byway Visitor Center Kiosk System.

The project entails the fabrication and installation of an outdoor wayfinding kiosk to provide local information to the general public. Our goal is to enhance the visitor experience by providing byway travelers with local information on arts, culture, and recreation in a standardized format that is welcoming, attractive, and easy to understand. Please see the enclosed submission packet for more information.

The project is fully funded by the Federal Highway Administration and the Massachusetts Department of Transportation (MassDOT). Once installed, the kiosk will be owned by MassDOT and maintained by Essex Heritage.

Newburyport is one of 14 communities linked together by the 90-mile, state-designated Essex Coastal Scenic Byway. For over a decade Essex Heritage has provided leadership to a coalition of byway stakeholders who are working in partnership to develop, brand and market the byway as a means of directing tourists to our coastal communities. To this end, Essex Heritage has managed the preparation of a federally required Corridor Management Plan (2011) and the installation of wayfinding signage (2016). The development and installation of kiosks in byway communities is the next phase of this initiative.

Thank you for your consideration of this design and please notify our office if there is additional information you would like to review.

Sincerely,

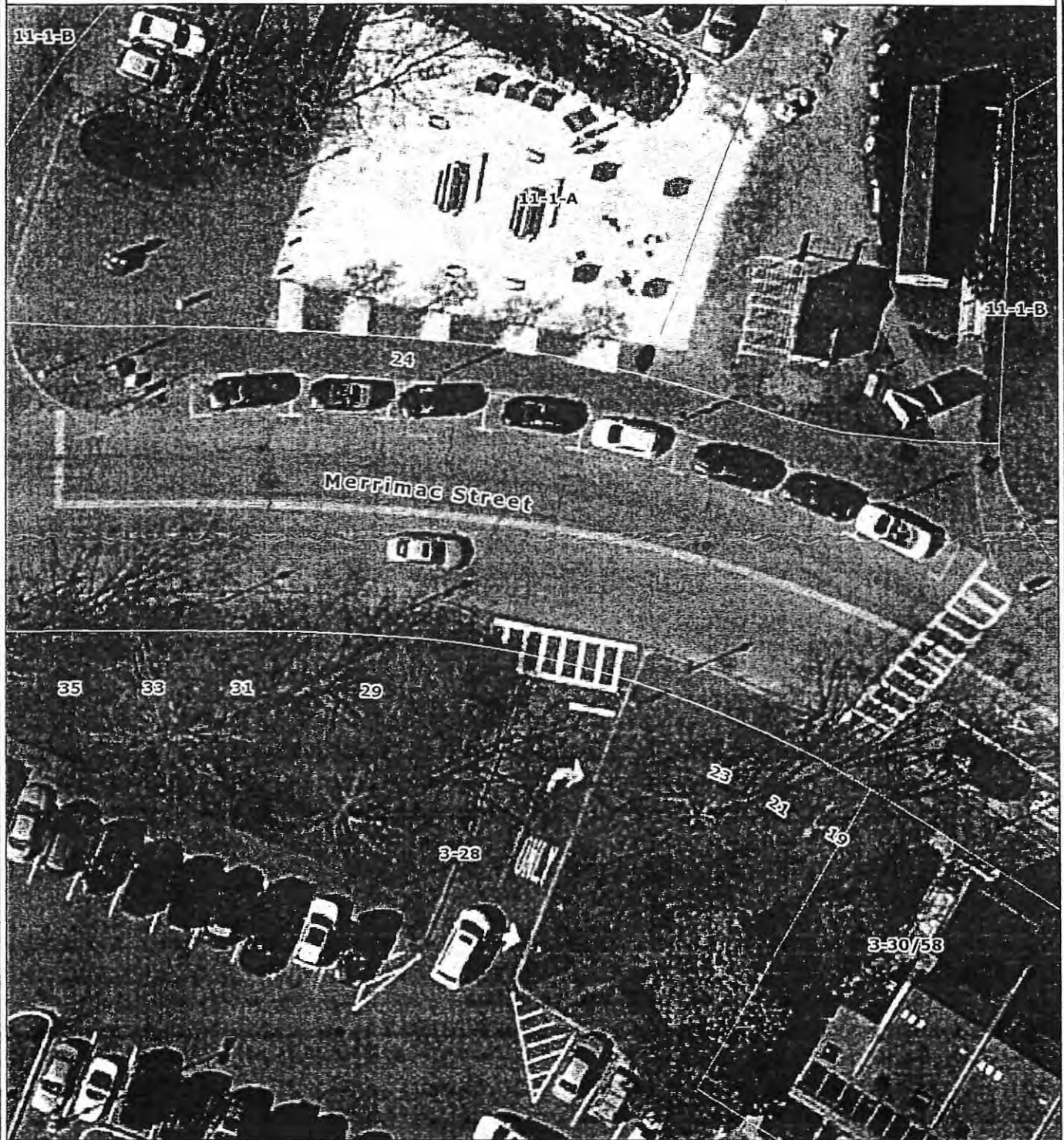
Annie Harris, CEO  
Essex National Heritage Commission, Inc.



# Kiosk-Location

Newburyport MIMAP

February 26, 2018



- MVPC Bo
- Trees
  - Immediate Action Needed
  - No Action Needed
  - Unknown
- Parcels
- Hydrographic Features
- Streams
  - Stream
  - Intermittent Stream
- Wetlands
  - City
  - City and State
  - State

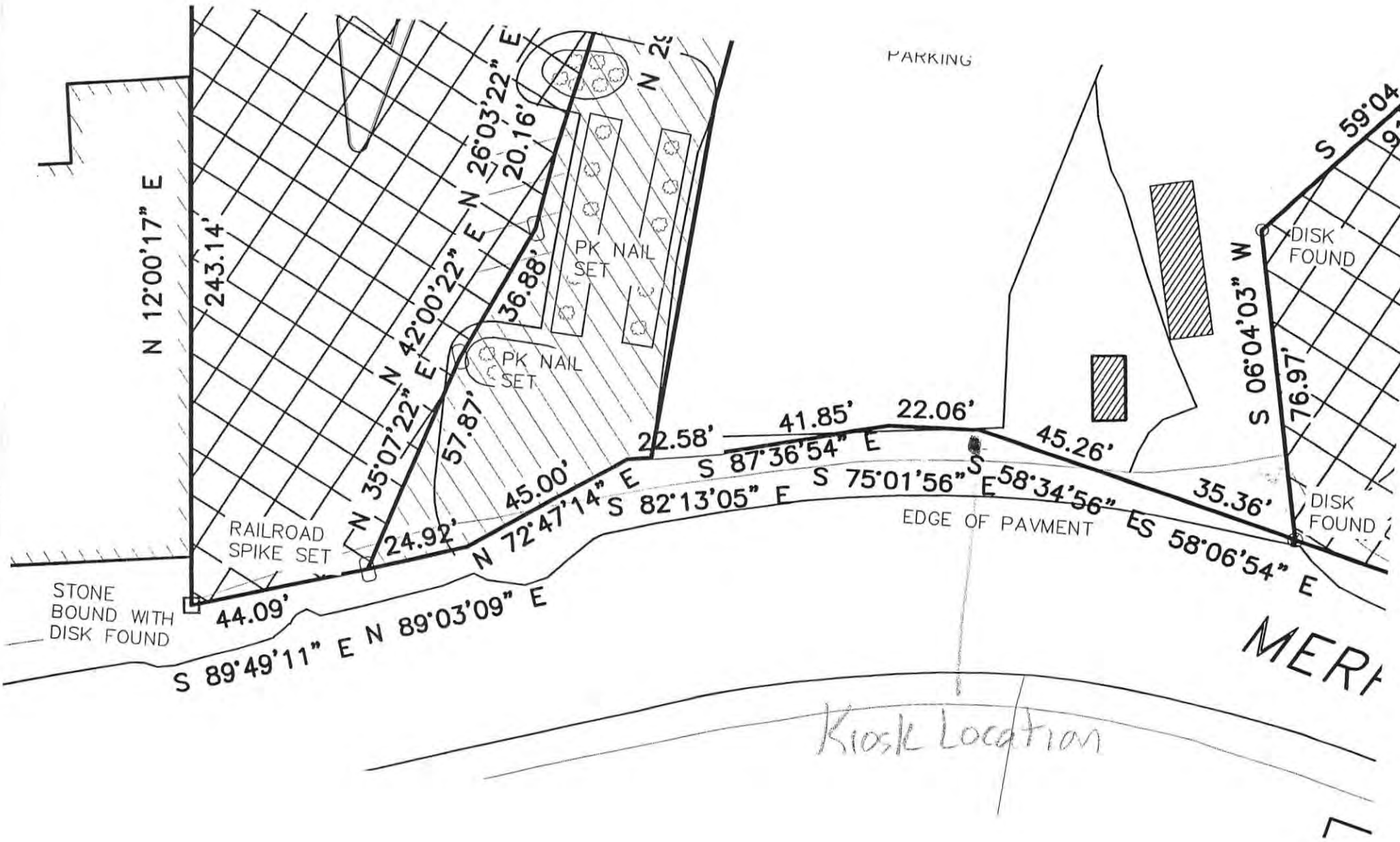


Horizontal Datum: MA Stateplane Coordinate System, Datum NAD83, Meters. Data Sources: The data for this map was produced by Merrimack Valley Planning Commission (MVPC) using data provided by the City of Newburyport. Additional data provided by the Executive Office of Environmental Affairs/MassGIS. The information depicted on this map is for planning purposes only. It may not be adequate for legal boundary definition or regulatory interpretation. THE CITY OF NEWBURYPORT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE CITY OF NEWBURYPORT DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION.

1" = 29 ft





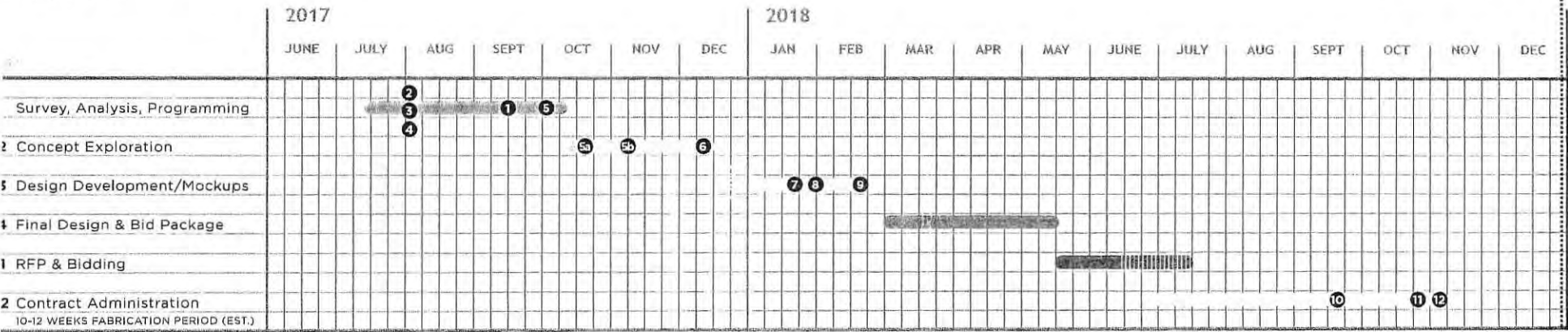


# PROJECT SCHEDULE



ESSEX COASTAL SCENIC BYWAY  
VISITOR CENTER KIOSK SYSTEM  
Project Workplan

Dec 31, 2018 end





**Essex Coastal Scenic Byway**  
Essex National Heritage Commission  
Salem, MA

# BYWAY KIOSK **NEWBURYPORT SITE**

**Conceptual Design Overview**

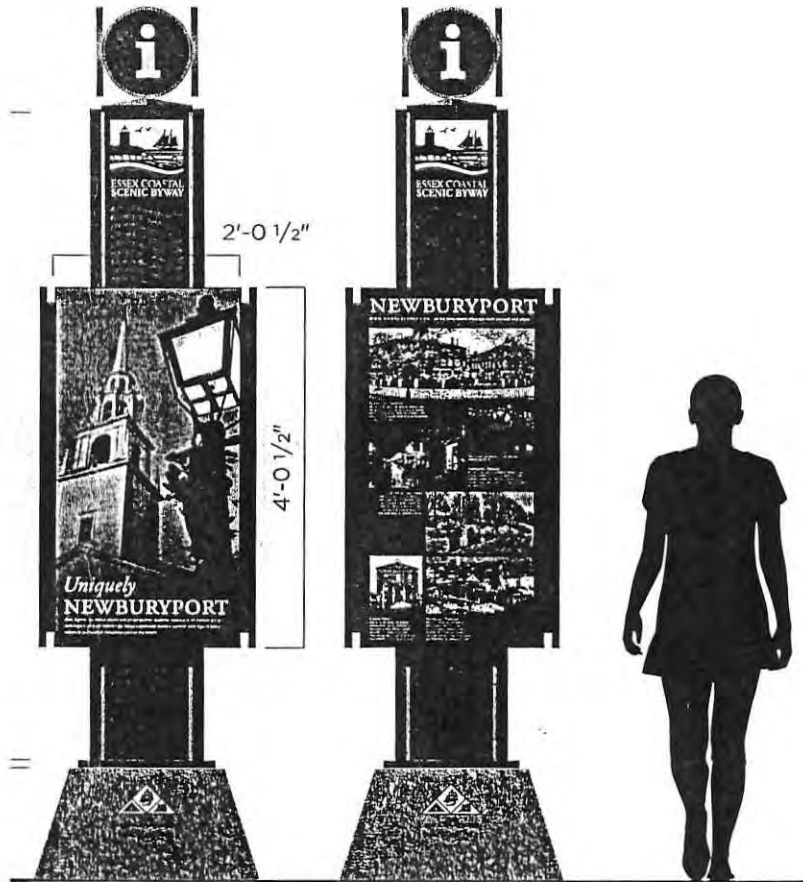
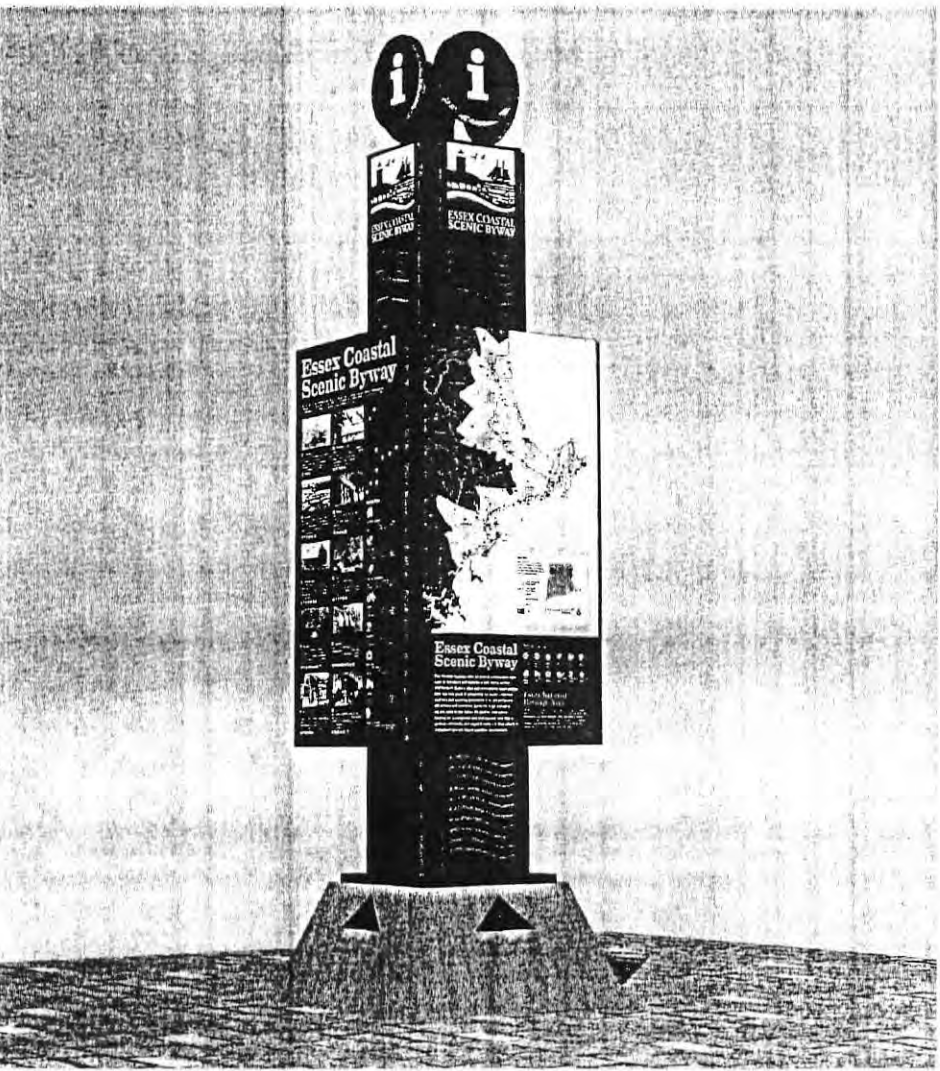
**PROGRESS SET**

02.19.18

**omloop**  
It's all connected.

ign Details: Panels 1 & 2, Byway Map and Byway Information

Panels 3 & 4, Newburyport-specific information (DRAFTS)



el 1

**ESSEX COASTAL SCENIC BYWAY**

**Getting Around**

**Essex National Heritage Area**

ESSEX COASTAL SCENIC BYWAY

ESSEX NATIONAL HERITAGE AREA

ESSEX COASTAL SCENIC BYWAY

ESSEX NATIONAL HERITAGE AREA

Panel 2

# ESSEX COASTAL SCENIC BYWAY

ESSEXHERITAGE.ORG | Situated along the scenic coastline, this scenic byway features numerous historic landmarks and scenic views. This scenic byway is a great way to explore the coastal region of Essex.

**HIGHLIGHTS:**

- BIKE:** Essex Coastal Scenic Byway is a great way to explore the coastal region of Essex.
- WALKING:** Essex Coastal Scenic Byway is a great way to explore the coastal region of Essex.
- WHEELCHAIR ACCESS:** Essex Coastal Scenic Byway is a great way to explore the coastal region of Essex.
- ARTIST ENCLAVES:** Essex Coastal Scenic Byway is a great way to explore the coastal region of Essex.

Panel 3

**Uniquely NEWBURYPORT**

Abbo Agnini, qui nonse volorer estium vernaturem quatamp ossaque si res minium qui ipsum fugia il rime odii doliam fuga. Nequi cupationel sturibus comisit, omni Aquil re eatie saerro id qui repedicii miltatuaa padi od mo blatam.

Working draft, to be finalized with Newburyport

Panel 3

# NEWBURYPORT

WWW.NEWBURYPORT.COM | Ius dua, incilla dolandi officio quo lusan entonsardi vobis adurga

**Newburyport: Then town**

**Old 18th Century Cottages**

**Newburyport Wharf**

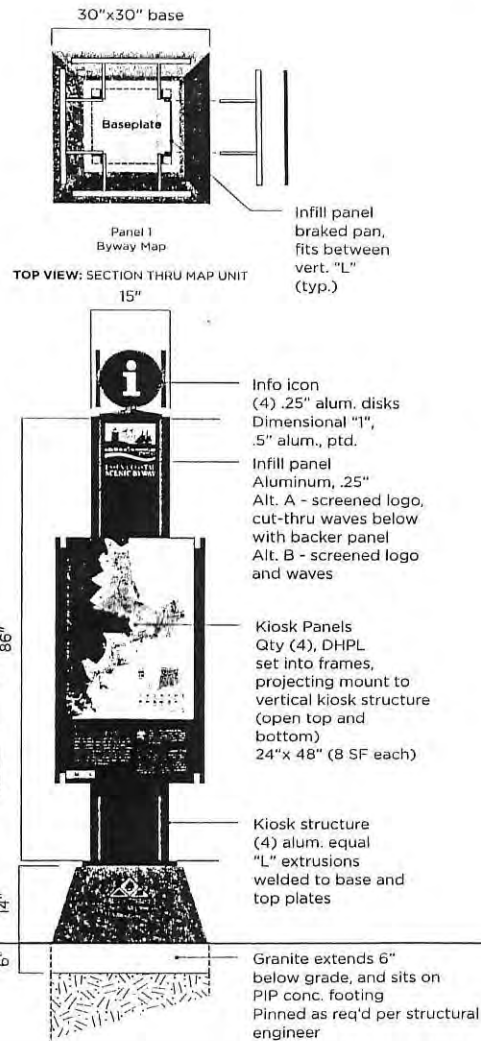
**Essex National Heritage Area**

Working draft, to be finalized with Newburyport



ails (in progress)

Proposed lighting (in progress)

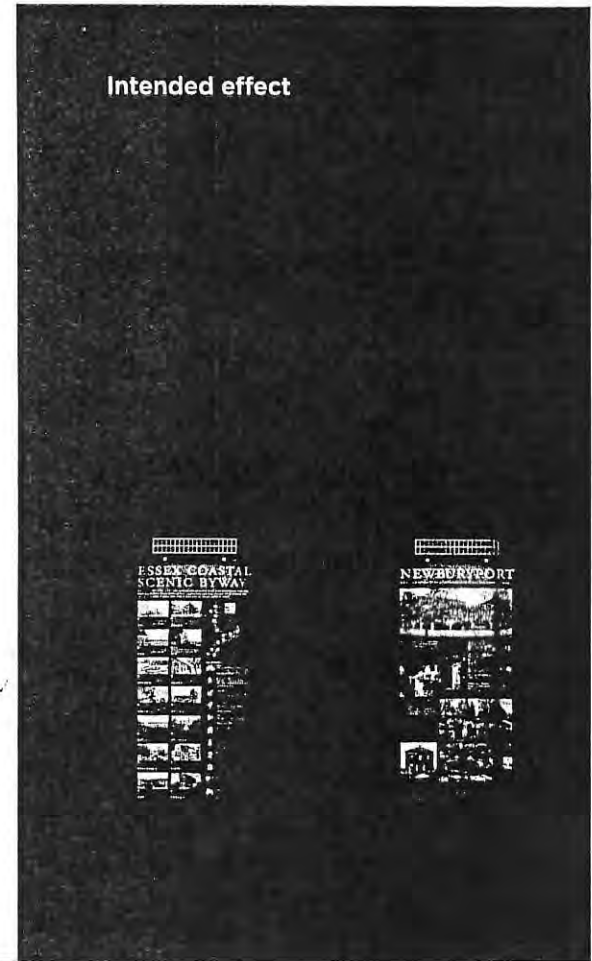


We think the lighting of the panels is important, and are hoping to fit it into the budget.

The lights are solar-powered and the kiosk requires no external power connection.

Solar powered self-contained panel downlights  
Qty. (4) per kiosk

Intended effect



08 Newburyport: Merrimack Street (approximate placement)



p+CS

## CITY OF NEWBURYPORT

May 14, 2018



IN CITY COUNCIL

**ORDERED:  
AN ORDINANCE TO AMEND CHAPTER 11 OF THE MUNICIPAL CODE REGARDING  
PARKS AND RECREATION**

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

*Delete Section 11-1. – Names of parks and squares; establishing and changing names.” in its entirety and replace it with the following text:*

**Sec. 11-1. – Names of city’s public parks and playgrounds.**

All of the city’s public parks and playgrounds shall retain the names by which they are listed in section 11-2 of this chapter 11, unless the city council, by a two-thirds supermajority vote of the council, votes to adopt an ordinance to change such name in section 11-2.

*Delete Section 11-2 – “Drug free parks and playgrounds; designation” in its entirety and replace it with the following text:*

**Sec. 11-2. – City’s public parks and playgrounds.**

The following real property, identified by name, and listed by assessor’s map and lot numbers, or other reference, constitute the city’s public parks and playgrounds under the meaning of Chapter 45 of the General Laws, Chapter Section 32J of Chapter 94C of the General Laws, and the city’s code of ordinances.

Name	Map #	Lot #
Patrick Tracy Square	001	022
Market Square Bullnose	004	Not numbered
Inn Street Playkround	004	002
Inn Street Mall	004	030 (portion)
Market Landing Park; Mayor Peter J. Mathews Memorial Boardwalk	011	001-B
Atwood Park	019	030
Brown School Playground	021	003
	021	026 (portion)
Joppa Park	026	(Unnumbered)
Perkins Park	031	030
March's Hill	033	006
	033	007 (portion)
	034	020 (portion)

Bartlet Mall (including Frog Pond)	035	160
Washington Park (Eppa Way, Pond Street, High Street)	035	Not numbered
Bradley Fuller Park	037	001
Brown Square	047	004
Cushing Park (including Ayer Playground)	051	042
Cashman Park	052	068
	052	083
Atkinson Common (includes so-called Pioneer Park)	069	028
Moseley Avenue and Ferry Road Park	070	086
Moulton Square	071	023
Moseley Woods	072	014
Jason Sawyer Playground	077	125-A
Woodman Park	094	004
	100	001
Cherry Hill Athletic Fields	107	001-A
Clipper City Rail Trail – Phase 1	All locations depicted on a plan in __ sheets entitled “_____”, dated _____, as revised on _____, on file with the City Clerk	
Clipper City Rail Trail – Phase 2	All locations depicted on a plan in 17 sheets entitled “Newburyport/Newbury Clipper City Rail Trail - Phase 2, Preliminary Right of Way Property Plans,” dated June 8, 2015, as revised on June 22, 2015, on file with the City Clerk	

*Delete Section 11-3 – “Parking limited.” in its entirety and replace it with the following text:*

**Sec. 11-3. – Limited parking at certain public parks and playgrounds.**

(a) No person shall park any vehicle or trailer in the area known as Cushing Park for a period in excess of seventy-two (72) hours, except upon declaration of a snow emergency, or as authorized by an individual license or permit issued by the Parks Commission. In the case of a declared snow emergency, vehicles may remain for the duration of the snow emergency and for twenty-four (24) hours after the declaration of the end of the snow emergency.

(b) No person shall park any vehicle or trailer in the playground area of the Bartlet Mall, located at the corner of Auburn Street and High Street, except upon declaration of a snow emergency. In the case of such declared snow emergency, vehicles may remain for the duration of the snow emergency and for no more than twenty-four (24) hours after the declaration of the end of the snow emergency.

(c) No person shall park any vehicle or trailer in any portion of Bartlet Mall other than the playground area, even upon declaration of a snow emergency, with the sole exception of the presiding justice of the superior court and, in addition, no more than two (2) of his or her designee, who may park in proximity to the superior courthouse.



*Add Section 11-4 – “Board of Parks Commissioners,” to read as follows:*

**Sec. 11-4. – Board of Parks Commissioners.**

(a) A board of parks commissioners for the city is hereby established but with powers more limited than those set forth under Section 5 of Chapter 45 of the General Laws (hereinafter referred to as the Parks Commission).

(b) The Parks Commission shall consist of five persons, who shall hold office for terms of one (1), two (2), three (3), four (4), and five (5) years, respectively, from the first Monday in May next following such appointment, or until their successors are qualified; and thereafter the mayor shall annually, before the first Monday in May, with like approval appoint one such commissioner for a term of five years from said first Monday in May. Such commissioners shall serve without compensation. A vacancy in the Parks Commission shall be filled in like manner for the residue of the unexpired term. Any commissioner may be removed by a vote of two thirds of all the members of the city council.

(c) Subject to appropriation, the Parks Commission may lay out and improve public parks and playgrounds, make rules for their use and government, and define the powers and duties (but shall neither appoint nor fix the compensation) of all necessary engineers, surveyors, clerks, and other officers, including a police force, to act in such parks and playgrounds. At parks and playgrounds under its jurisdiction, the Parks Commission shall have the authority given to the mayor, aldermen, selectmen, road commissioners and tree warden respectively by Section 7 of Chapter 84, and by Chapter 87. Subject to appropriation, the Parks Commission shall also have the power to conduct park programs and recreation activities at places throughout the city of Newburyport other than public parks and playgrounds.

(d) The Parks Commission shall make reports of its doings, and detailed statements of all receipts, expenditures, and liabilities for the preceding fiscal year of the city, to the city council annually, within thirty (30) days after the end of the city’s fiscal year.

*Add Section 11-5 – “Rules and regulations.,” to read as follows:*

**Sec. 11-5. – Rules and regulations for all Public Parks and Playgrounds.**

(a) All other city ordinances applying to public areas also apply to the public parks and playgrounds listed in section 11-2, including but not limited to the following:

(1) Dogs shall be leashed and animal waste cleaned up and disposed of pursuant to chapter 3 of the code of ordinances; provided, however, that pursuant to such chapter 3 dogs are permitted off leash at Cashman Park, Moseley Woods, and March's Hill, subject to both the exclusions and restrictions, off leash hours and seasonal restrictions in the "Table of Designated Off Leash Areas" and the "Rules" as set forth therein. Both the city marshal and the health director, and their designees, including, without limitation, the animal control officer, are expressly authorized to enforce these rules by issuing citations for civil infractions pursuant to Section 21D of Chapter 40 of the General Laws.

(2) No littering is permitted.



~~(3) No vandalism, damage or defacement or other acts of willful destruction of public property is permitted.~~

(4) Loud noise, music, and other sounds are prohibited from 10:00 p.m. to 7:00 a.m. pursuant to chapter 8 of the code of ordinances.

(5) No snowmobiles, motorcycles, motorbikes or other motorized vehicles, with the exception of wheelchairs, are permitted unless specifically authorized by city council vote.

(6) No smoking pursuant to chapter 8 of the code of ordinances.

(7) For other activities regulated by city ordinances, additional authorization may be required from the city officer or department designated under this code.

(8) No activities are permitted that would potentially endanger members of the public.

(b) No activities are permitted that would disturb the quiet use and enjoyment of the city's public parks and playgrounds, without prior written authorization from the appropriate board of commissioners designated under this chapter 11.

(c) No commercial activities, including, without limitation, soliciting, are permitted without prior written authorization from the appropriate board of commissioners designated under this chapter 11.

(d) No commercial activities of any nature is permitted on any portion of the Bartlet Mall unless for specific, nonprofit events that benefit the Newburyport community, unless it is approved in advance by a majority vote of the City Council.

(e) No vehicular parking is permitted in areas other than designated parking lots, in accordance with posted signs. No unauthorized vehicles are allowed in areas other than designated driveways and parking lots.

(f) No alcoholic beverages are permitted without prior written authorization from the appropriate board of commissioners designated under this chapter 11.

(g) Horses are not allowed except as expressly authorized by rules and regulations promulgated under this chapter 11, and with prior written authorization from the appropriate board of commissioners designated under this chapter 11.

(h) No dogs are permitted on tennis courts, in fountains, or in other restricted park areas.

(i) No bicycling, rollerblading, snowboarding, or skateboarding is permitted on play equipment or site furnishings, including, without limitation, benches, curbs, walls, statuary, handrails, fountains, ponds, tennis courts, playing fields, etc. Within those public parks and playgrounds, as indicated by signage approved by the appropriate board of commissioners designated under this chapter 11, bicycling, rollerblading, and skateboarding are prohibited entirely.

(j) Trash receptacles in public parks and playgrounds are intended for the collection of refuse related to public use of such facilities, and the disposal of other items in park trash receptacles is not permitted. Dumping of private yard waste is not permitted.

(k) No unauthorized posting of bills, signs, or any other materials is permitted.

~~(l) No fires are permitted except in specific locations expressly authorized by rules and regulations promulgated under this chapter 11, or with prior written authorization from the designated permitting body.~~

(m) No fireworks are permitted without prior written authorization from the fire chief.

(n) No firearms are permitted.

(o) No camping is permitted, unless specifically authorized by city council vote.

(p) No unauthorized change of any sort to the property, vegetation, equipment, or structures in is permitted, including, without limitation, trimming, pruning, removal or harming of plantings.

(q) No use of water or electrical receptacles is permitted with the specific exception of public drinking fountains and as authorized under an individual license or permit issued by the Parks Commission.

(r) Athletic field lighting shall be turned off by 10:00 p.m.

(s) Fines for violation of any rules and regulations promulgated under this chapter 11 shall be established by ordinance of the city council.

(u) Except where another board of commissioners is designated under this chapter 11, the Parks Commission shall be the authorizing agency for all of the city's public parks and playgrounds, and applications for activities therein shall be made to such commission. The Parks Commission may vote to delegate some or all of its authority to the parks director.

(v) For Market Landing Park and other Newburyport Waterfront Trust property, the Newburyport Waterfront Trust shall be the authorizing agency, and applications for activities therein shall be made to the Newburyport Waterfront Trust.

(w) For the Atkinson Common, but expressly excluding so-called Pioneer Park, the Atkinson Common Commission shall be the authorizing agency, and applications for activities therein shall be made to such commission. The Atkinson Common Commission may vote to delegate some or all of its authority to the parks director.

(x) For the Bartlet Mall (including the Frog Pond), the Bartlet Mall Commission shall be the authorizing agency, and applications for activities therein shall be made to such commission. The Bartlet Mall Commission may vote to delegate some or all of its authority to the parks director.

(y) Applications for authorization made pursuant to the rules and regulations of this chapter 11 shall be processed in the order of their receipt. The designated board of commissioners (or the parks director as its delegate) shall determine whether to grant or deny an application within thirty (30) days of receipt, unless the applicant provides written consent to extend such period for not more than an additional fifteen (15) days.

(z) A granted application for authorization made pursuant to the rules and regulations of this chapter 11 may permit the applicant a revocable license with a duration of no more than one (1) year to use designated areas of the relevant public park or playground. All other rights of use to any public park or playground, whether by revocable license, lease, or otherwise, shall be invalid unless approved by the City Council pursuant to all applicable laws. Notwithstanding the foregoing, the Newburyport Waterfront

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Trust may grant rights of use at Market Landing Park, and other property held by it in public trust, pursuant to its declaration of trust, as amended.

(aa) All fees for use of any public park or playground, regardless of type or duration, shall be established by ordinance of the city council. Notwithstanding the foregoing, the Newburyport Waterfront Trust may grant rights of use at Market Landing Park, and other property held by it in public trust, pursuant to its declaration of trust, as amended.

(bb) Denial of an application for authorization shall be in writing, and shall set forth clearly the grounds upon which the permit was denied. Where feasible, the designated board of commissioners (or the parks director as its delegate) shall suggest in such written denial those measures by which the applicant may cure any defects in its permit application, or otherwise procure a permit in a subsequent application.

(cc) An application for authorization may be denied on any of the following grounds:

(1) The application (including any required attachments and submissions) is not fully completed and executed;

(2) The application contains a material falsehood or misrepresentation;

(3) The applicant is legally incompetent to contract, or to sue and be sued;

(4) The applicant has on a prior occasion damaged public park or playground property, and has not paid full compensation for such damage, or has other outstanding and unpaid debts to the relevant authorizing agency;

(5) A fully completed and executed application for an activity at the same time and place has been received, and authorization has been or will be granted to such prior applicant authorizing uses or activities that do not reasonably permit multiple occupancy of the particular public park or playground, or part thereof;

(6) The use or activity intended by the applicant would conflict with a program or activity previously planned by the parks department, or by another city department or city official, for the same time and place; or

(7) The proposed use or activity is prohibited by or inconsistent with any rules and regulations of this chapter 11, or with the classifications and uses of the relevant public park or playground.

***Add Section 11-6 – “Parks Commission—Promulgation of rules,” to read as follows:***

**Sec. 11-6. – Parks Commission—Promulgation of rules.**

(a) Provided they are not in conflict with the rules and regulations provided in this chapter 11, the Parks Commission may, as it deems appropriate, promulgate such additional, reasonable rules and regulations for the use of the city’s public parks and playgrounds under its oversight, rather than under that of the Newburyport Waterfront Trust, Bartlet Mall Commission, and Atkinson Common Commission. Such additional rules and regulations may include, but are not limited to, hours of use, conduct of persons, and the manner of use of particular facilities or areas within any public parks or playgrounds.

(b) Such additional rules and regulations, or any repeal or amendment thereof, shall become effective only after they have been published in each of not less than two (2) weeks in a newspaper of local circulation, and posted for a period of two (2) weeks in one (1) or more prominent places in the public park or playground to which they are proposed to pertain, without the need for further action by the city council.

*Delete Article II. – “ATKINSON COMMON AND MOSELEY WOODS AND BARTLET MALL.” in its entirety and replace it with the following text:*

**ARTICLE II. – MARKET LANDING PARK, ATKINSON COMMON, AND BARTLET MALL**

**Sec. 11-26. – Promulgation of rules for Market Landing Park, Atkinson Common, and Bartlet Mall.**

(a) Provided they are not in conflict with the rules and regulations provided in this chapter 11, the Newburyport Waterfront Trust, Atkinson Common Commission, and Bartlet Mall Commission may, as they deem appropriate, promulgate such additional, reasonable rules and regulations for the use of those city’s public parks and playgrounds under their oversight. Such additional rules and regulations may include, but are not limited to, hours of use, conduct of persons, and the manner of use of particular facilities or areas within any public parks or playgrounds.

(b) Such additional rules and regulations, or any repeal or amendment thereof, shall become effective only after they have been published in each of not less than two (2) weeks in a newspaper of local circulation, and posted for a period of two (2) weeks in one (1) or more prominent places in the public park or playground to which they are proposed to pertain, without the need for further action by the city council.

(c) At those public parks and playgrounds under their oversight, the Newburyport Waterfront Trust, Atkinson Common Commission, and Bartlet Mall Commissions shall have the authority given to the mayor, aldermen, selectmen, road commissioners and tree warden respectively by Section 7 of Chapter 84, and by Chapter 87.

**Sec. 11-27. - Atkinson Common—Board of commissioners designated; Duties of same; To serve without pay.**

The mayor and the president of the city council, *ex officio*, together with three (3) persons to be chosen as hereinafter designated, shall constitute a board of commissioners of the Atkinson Common (hereinafter the Atkinson Common Commission), to advise the Parks Commission in carrying out the provisions and limitations of the will of Mrs. Eunice Atkinson Currier, dated March 23, 1867, granting the Atkinson Common to the city for use as a common public and free to all the inhabitants of the city, and in exercising the proper care, management and supervision of the Atkinson Common as well as the adjacent land purchased from Merrill Estate by Belleville Improvement Society and given to the city. Such board may be known as the Atkinson Common Commission. The members of the Atkinson Common Commission shall serve without pay.



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**Sec. 11-28. - Atkinson Common —Annual appointment to board.**

Annually in the month of March, the mayor shall appoint, subject to the approval of the city council, from the citizens at large, one (1) member of the Atkinson Common Commission to hold office for three (3) years from the last Monday in April following.

**Sec. 11-29. - Atkinson Common —Financial matters; Capital improvements**

The money annually appropriated by the city for the upkeep of Atkinson Common, together with such sums as may be received for such purposes from other sources, including, without limitation, the Belleville Improvement Society, shall be available for expenditure only upon an affirmative vote of a majority of the Atkinson Common Commission, and only for the upkeep of Atkinson Common. Moreover, all capital improvements at Atkinson Common, regardless of their scale or cost to the city, shall be approved in advance by an affirmative vote of the Atkinson Common Commission.

**Sec. 11-30. - Atkinson Common — Monthly meetings; Records; Annual report of board.**

The Atkinson Common Commission shall meet monthly, and maintain records of its doings, organized by fiscal year. The Atkinson Common Commission shall make reports of its doings, and detailed statements of all receipts, expenditures, and liabilities for the preceding fiscal year of the city, to the city council annually, within thirty (30) days after the end of the city's fiscal year.

**Sec. 11-31. - Moseley Woods—Acceptance of provisions of Charles W. Moseley will.**

The city hereby accepts the provisions of paragraph 7 of the will of Charles W. Moseley, dated September 3, 1918, granting Moseley Woods to the city, to be held as a public park. Accordingly, the city shall annually appropriate and spend to the satisfaction of the trustees of the Charles W. Moseley Trust not less than five hundred dollars (\$500.00) for the care of Moseley Woods, and especially for the policing thereof.

**Sec. 11-32. - Moseley Woods—Board of commissioners abolished.**

The board of commissioners of Moseley Woods are hereby abolished and dissolved, upon the effective date of this new Section 11-32.

**Sec. 11-33. - Moseley Woods—Financial matters; Capital improvements**

The money annually appropriated by the city for the upkeep of Moseley Woods, together with such sums as may be received from other sources, including, without limitation, the trustees of the Charles W. Moseley Trust, shall be available for expenditure only upon an affirmative vote of a majority of the Parks Commission, and only for the upkeep of Moseley Woods. Moreover, all capital improvements at Moseley Woods, regardless of their scale or cost to the city, shall be approved in advance by an affirmative vote of the Parks Commission.

**Sec. 11-34. - Bartlet Mall—Board of commissioners; duties; term of office.**

The mayor shall appoint five (5) residents of the city to constitute the board of commissioners of Bartlet Mall (hereinafter referred to as the Bartlet Mall Commission). The Bartlet Mall Commission shall oversee the proper care, management, and supervision of the Bartlet Mall. Each commissioner of said board shall be appointed for a term of not in excess of three (3) years, and the appointments shall be so



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made that the terms of not more than two (2) commissioners shall expire in any single year. All members shall hold office until their respective successors are appointed, and shall serve without pay.

**Sec. 11-35. - Bartlet Mall—Annual appropriation for upkeep.**

The mayor and city council shall annually appropriate a sum of not less than five hundred dollars (\$500.00) for the general care and policing of Bartlet Mall, including the maintenance of public ice skating on the pond.

**Sec. 11-36. - Bartlet Mall—Financial matters; Capital improvements.**

The money annually appropriated by the city for the upkeep of Bartlet Mall, together with such sums as may be received for such purposes from other sources, including, without limitation, the City Improvement Society, shall be available for expenditure only upon an affirmative vote of a majority of the Bartlet Mall Commission, and only for the upkeep of Bartlet Mall. Moreover, all capital improvements at Bartlet Mall, regardless of their scale or cost to the city, shall be approved in advance by an affirmative vote of the Bartlet Mall Commission.

**Sec. 11-36. - Bartlet Mall— Monthly meetings; Records; Annual report of board.**

The Bartlet Mall Commission shall meet monthly, and maintain records of its doings, organized by fiscal year. The Bartlet Mall Commission shall make reports of its doings, and detailed statements of all receipts, expenditures, and liabilities for the preceding fiscal year of the city, to the city council annually, within thirty (30) days after the end of the city's fiscal year.

**Secs. 11-37—11-50. - Reserved.**

*Delete Article III. - "RECREATION AREAS." in its entirety.*

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Councillor Jared J. Eigerman

**June 11, 2018**  
**Committee Items-**  
**Planning & Development**

- **APPT043\_05\_29\_18** Rishi (Surajit) Nandi 14 Spring St Planning B 08/31/2021

Appt 043-05-29-18



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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT MA  
2018 MAY 21 PM 1:40

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: May 21, 2018  
Subject: Appointment

*Donna D. Holaday*

I hereby appoint, subject to your approval, the following  
named individual as a member of Planning Board to fulfill  
the unexpired term of Joseph Lamb. This term will expire  
on August 31, 2021.

Rishi (Surajit) Nandi  
14 Spring Street  
Newburyport, MA 01950

**JUNE 11, 2018**  
**Committee Items-Public Safety**

ODN012-3-26-18 Amend Ch. 13, 13-26

Comm41-5-14-18 Lion's Club Bed Race

Comm43-5-14-18 Greek Food Festival

Comm45-5-29-18 Block Party - Tyng Street

Comm46-5-29-18 Block Party - Chestnut Street

Comm47-5-29-18 Jeanne Geiger 27th Walk

## CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

March 26, 2018

**AN ORDINANCE AMENDING CHAPTER 13 – TRAFFIC AND MOTOR VEHICLES,  
SEC 13-26 DATA TO BE PURGED IN A TIMELY FASHION**

BE IT ORDERED, that:

The following double underlined text shall be inserted at the end of Sec.13-26 - Enforcement

It shall be the duty of officers designated by the city marshal to enforce the provisions of these regulations. Such officers are hereby authorized to direct all traffic either in person or by means of visible or audible signals in conformance with the provisions of these regulations, provided that in the event of a fire or other emergency to expedite traffic or safeguard pedestrians, officers of the police or fire departments may direct traffic, as conditions may require, notwithstanding the provisions of these regulations.

Additionally, it shall be the duty of parking enforcement officers designated by the parking clerk to enforce any parking regulations provided herein.

Finally, any Personally Identifiable Information (“PII”, e.g. license plate data) collected in the course of parking regulation enforcement via any means that does not result in a violation or warning shall be discarded within 24 hours of collection.

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Councillor Sharif I. Zeid



6:11

PS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 9, 2018

AN ORDER TO ADD CERTAIN STREETS TO THE TWO-HOUR RESIDENTIAL PARKING PROGRAM

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

Chapter 13	Traffic and Motor Vehicles
Article 4	Specific Street Schedules
Division 6	Stopping, Standing and Parking
Section 13-180	Resident parking.

*Amend subsection (g)(3) regarding the designation of streets within two-hour residential parking permit zones, as follows, with deletions ~~italicized and double-stricken through~~, and additions italicized and double-underlined:*

- (3) Zone 4: Includes the following streets or portions thereof designated:
  - a. Arlington Street, both sides from Highland Avenue to the northerly end of those properties known as #23 and #24 on each side of the street respectively.
  - b. Lafayette Street, both sides from Highland Avenue to the northerly end of those properties known as #18 and #25 on each side of the street respectively.
  - c. Cherry Street.
  - d. Hill Street.
  - e. Bricher Street.
  - f. Titcomb Street, ~~both sides from the way known as Brown Square to Washington Street.~~
  - g. Green Street, on the west side running in a northerly direction from Washington Street for a distance of one hundred (100) feet.

- h. Washington Street, on the north~~erly~~ side running in a westerly direction from Green Street ~~to Market Street for a distance of one hundred twenty (120) feet, and on the southerly side from Court Street to Market Street.~~
- i. Pleasant Street, both sides from the property at 66 Pleasant Street to ~~Titcomb~~ Market Street.
- j. Winter Street, beginning at the corner of Washington Street and proceeding southerly on Winter Street to High Street.
- k. State Street, beginning at 184 State Street and proceeding southerly to the end of said State Street on the westerly side.
- l. Market Street, from Merrimac Street to Washington Street.
- m. Court Street.

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Councillor Jared J. Eigerman

**NEWBURYPORT SPECIAL EVENT APPLICATION**

PS

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

Tel.

(For Parades, Road Races and Walkathons Only - Please complete page 3 of this application)

2018 MAY -2 AM 10:07

NAME OF EVENT: Bed Race

Date: August 02, 2018 Time: from 6:00 pm to 7:00 pm  
 Rain Date: August 03, 2018 Time: from 6:00 pm to 7:00 pm

2. Location: Federal Street

3. Description of Property: Federal Street Public  Private

4. Name of Organizer: Lions Club City Sponsored Event: Yes  No   
 Contact Person Chad McDonald  
 Address: 33 Low St Newburyport Telephone: 978-314-9000  
 E-Mail: cem2070@gmail.com Cell Phone: \_\_\_\_\_  
 Day of Event Contact & Phone: Same

5. Number of Attendees Expected: ≈ 2000

6. MA Tax Number: 47-3532870

7. Is the Event Being Advertised? Yes Where? Yankee Homecoming & Banners

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

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: \_\_\_\_\_  
 Address: N/A  
 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? 0
- b) How many recycling receptacles will you be providing? 0
- c) Will you be contracting for disposal of : **Trash** Yes \_\_\_ No X **Recycling** Yes \_\_\_ No X
  - 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 X No \_\_\_
  - iv. If no, where will the trash & recycling be disposed? Watts Eye Associates  
Trash & Recycling Dumpsters

**If no:**

- a) # of trash container(s) to be provided by DPS 0
- b) # of recycling container(s) to be provided by Recycling Office 0
- 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      # N/A ADA accessible

Name of company providing the portable toilets: \_\_\_\_\_

**FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY**

PARADE \_\_\_\_\_ ~~BED~~ ROAD RACE X WALKATHON \_\_\_\_\_

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:  
Newburyport Lions Club

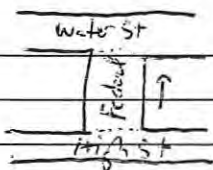
2. Name, Address & Daytime Phone Number of Organizer:  
Chad McDonald  
Watts Eye Associates, 33 Low St Newburyport  
(W) 978-462-2020 (C) 978-314-9000

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up \_\_\_\_\_  
(same as above)

4. Date of Event: August 02, 2018 Expected Number of Participants: ~ 2000

5. Start Time: 6:00 pm Expected End Time: 7:00 pm

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



7. Locations of Water Stops (if any): Ø

8. Will Detours for Motor Vehicles Be Required? Yes If so, where? All access streets

9. Formation Location & Time for Participants: Upper Federal St 5:30 pm

10. Dismissal Location & Time for Participants: Lower Federal St 7:00 pm

11. Additional Parade Information:
- Number of Fleets: <sup>Beds</sup> 20-30
  - Locations of Viewing Stations: Federal St side walks
  - Are Weapons Being Carried: Yes \_\_\_\_\_ No X
  - Are Marshalls Being Assigned to Keep Parade Moving: Yes X No \_\_\_\_\_

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

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 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.

Approval Required \_\_\_\_\_ 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: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*  
Yes: \$ \_\_\_\_\_ due on \_\_\_\_\_ No Fee for Special Events applies  
Other requirements/instructions per DPS \_\_\_\_\_

\_\_\_\_\_ 10. Recreation 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**

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

★ (6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

*I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

4/25/18

**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,





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	FAX (A/C. No): 1-888-467-2378	
	PHONE (A/C. No. Ext): 1-800-316-6705	E-MAIL ADDRESS: lionsclubs@dspins.com	
INSURED  Newburyport Newburyport Massachusetts	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDOG27867431	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH09061046	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION S						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Bed Race August 02, 2018

City of Newburyport is included as an Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the Insured shown above and not out of the sole negligence of said additional insured.

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

## CERTIFICATE HOLDER

## CANCELLATION

City of Newburyport  
60 Pleasant Street  
Newburyport Massachusetts 01950

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Jim Sperelakis <jim.sperelakis@dsm.com>

PS

Cover letter for Harris St. closure proposal - GFF

EMAIL CONTACT

To: mariaconnor@comcast.net <mariaconnor@comcast.net> Copy Jim Sperelakis <jim.sperelakis@dsm.com>

Maria, here is the letter I read at the last GFF meeting. Please add the City Clerk's name (I forgot it, but attached it to the application). Feel free, of course, to make edits, as you see fit. Thanks again for preparing and submitting this application. It's much appreciated.

Dear City Clerk Mr. xxxx, in celebration of our Parish's 100th anniversary this year, we would like to respectfully request that a portion of Harris Street which directly abuts our Church property (approx. 50 ft. east of Green to Park Streets), be closed for festivities on Saturday evening July 28 between the hours of 5 and 9 PM.

Our intention is to sponsor a live band playing Greek music, accompanied by dancers in traditional Greek costumes. This is a way of celebrating and sharing our culture with the local community.

As you know, we have proudly and successfully participated in the first weekend of Yankee Homecoming for over 30 years, with our annual Greek food festival. We respect our neighbors and those in the community and will obviously do our utmost to ensure the event is safe, fun and enjoyable for all.

Our intention is to continue to offer our outdoor carry-out menu, as we do every year. During the specific time the band is playing Sat. evening, we also hope to sell beer and wine outside, as long as that is agreeable with the City of Newburyport. We, of course, have an insurance waiver and will abide by all ordinances.

The rest of the weekend from Friday July 27 at 9 AM through Sunday afternoon July 29 at 3 PM we would also like to respectfully request that the entire (one car width) parking lane (approx. 10 spots) on the south lane of Harris Street directly in front of our Church property, be cordoned off (we will handle that), so that we can install vendors selling cultural products as well as Greek food in that space.

We are thrilled to have played a vibrant role in the wonderful City of Newburyport for 100 years. We thank you and the City administration for continuing to work collaboratively with us. Thank you for your kind consideration and we look forward to your feedback and guidance.

Respectfully submitted,

Maria Andriotakis-Connor & Jim Sperelakis  
 478-462-2232 / 978-462-6352 (Lynch Pharmacia)  
 Parish Council members and Chair Greek Food Festival

Annunciation Greek Orthodox Church  
 7 Harris St., Newburyport, MA

Sent from my iPhone

**The Daniel L. Lynch Pharmacy**  
 Traditional Pharmacy,  
 Professional Grade Vitamin Supplements,  
 Homeopathic and Herbal Remedies,  
 Compression Stockings & More

173 High Street, Newburyport MA 01950  
 Tel: 978 462-2232 / 978 462-6352 — Fax: 978-463-0432  
 Email: mariaconnor@comcast.net

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# NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

(For Parades, Road Races and Walkathons Only - Please complete page 3 of this application)

NAME OF EVENT: Greek Food

Date: July 27-29, 2018 Time: from 11:00am to 9:00pm

Rain Date: \_\_\_\_\_ Time: from \_\_\_\_\_ to \_\_\_\_\_

2. Location: Annunciation Greek Church, 7 Harris St, Newburyport

3. Description of Property: Church Grounds Public \_\_\_\_\_ Private \_\_\_\_\_

4. Name of Organizer: Greek Church Festival Committee City Sponsored Event: Yes \_\_\_\_\_ No

Contact Person Jim Sperelakis - Maria Andriatakis Co-ord

Address: 173 Haven St, NBPT Telephone: 978-462-6352

E-Mail: Maria.Coord@contact.net Cell Phone: 978-270-9121

Day of Event Contact & Phone: Jim Sperelakis

5. Number of Attendees Expected: in 300

6. MA Tax Number: 04-3039927

7. Is the Event Being Advertised? Yes Where? Banner (Fuller Field), Radio, Flyers (Local Business)

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

9. Have You Notified Neighborhood Groups or Abutters? Yes \_\_\_\_\_ No \_\_\_\_\_, Who? Appleton Eye, P In Process

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

A. Vending: Food  Beverages  Alcohol  Goods  Total # of Vendors 4-5 10

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? 3
- 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 30 gallon Recycling 30 gallon
- ii. Name of disposal company: Trash Mello 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: \_\_\_\_\_

Requesting Street Closure ~~outside~~ in front of Greek Church - Harris Street during Festival - From Beginning of church to Park Street.

**FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY**

PARADE \_\_\_\_\_ ROAD RACE \_\_\_\_\_ WALKATHON \_\_\_\_\_

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon: \_\_\_\_\_

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

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

4. Date of Event: \_\_\_\_\_ Expected Number of Participants: \_\_\_\_\_

5. Start Time: \_\_\_\_\_ Expected End Time: \_\_\_\_\_

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

7. Locations of Water Stops (if any): \_\_\_\_\_

8. Will Detours for Motor Vehicles Be Required? \_\_\_\_\_ If so, where? \_\_\_\_\_

9. Formation Location & Time for Participants: \_\_\_\_\_

10. Dismissal Location & Time for Participants: \_\_\_\_\_

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 [Signature] 5/7/18 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.

<b>Approval Required</b>	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>	
	<input type="checkbox"/> Yes: \$ _____ due on _____	<input type="checkbox"/> No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
_____	10. Recreation 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.

### Limitations

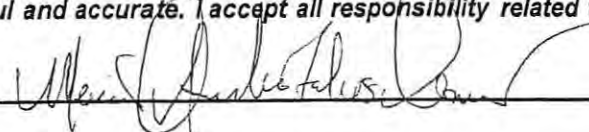
- (a) *"Procedure"* All road racing, walkathon, bicycle, or swimming events shall, through that event's organizer, board of directors, charity foundation or designee apply for authorization to hold the event through the Office of the City Clerk. The City Clerk upon review of the completed form will place the application on the regular City Council agenda. 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 event will name one person responsible on the application and shall provide contact information to include name, address and telephone number.
- (b) *"Exemptions"* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.
- (c) *"Course map"*, All applications shall be accompanied by a course map showing the event route, water stops, refreshment stops, and so-called "porta-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 Harbormasters Departments prior to submission to the City Clerk.
- (d) *"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 be used for public address announcements or music before 9:00 AM. This shall be deemed a requirement for all permitted events regardless of type or location.

- (e) **"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 ten (10) days in advance that neighborhood roads will be closed if no alternate route is available to those residents.
- (f) **"Insurance"** All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an insured. The policy shall be no less than two million dollars (\$2,000,000.00).
- (g) **"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.
- (h) **"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 oversee the safety and security of the event. All special duty assignments will be paid by the event organizers.
- (i) **"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.

**13-101 Enforcement**

- (a) **"Regulations"** Consistent with this ordinance, the city shall promulgate regulations to enforce and otherwise implement the provisions of this ordinance upon passage by the City Council. Any event previously approved by City Council shall be deemed permitted.
- (b) **"Warning"** In the circumstance that this ordinance 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.
- (c) **"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 Subsection 1-17 of Chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in 13-101(d)
- (d) **"Violation"** The non-criminal violation shall be \$100.00 for the first offense and \$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.

**I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.**

**Signed:**  **Date:** \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eastern Insurance Group LLC 233 West Central St  Natick MA 01760	<b>CONTACT NAME:</b> Select <b>PHONE (A/C, No, Ext):</b> (800) 333-7234 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Selective Ins Co of Southeast</td> <td>39926</td> </tr> <tr> <td>INSURER B: Selective Insurance Co of SC</td> <td>19259</td> </tr> <tr> <td>INSURER C: Hartford Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D: ACE Commercial Risk Services</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Selective Ins Co of Southeast	39926	INSURER B: Selective Insurance Co of SC	19259	INSURER C: Hartford Insurance Co		INSURER D: ACE Commercial Risk Services		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
<b>INSURED</b> GREEK ORTHODOX CHURCH OF THE ANNUCIATION 7 HARRIS ST  NEWBURYPORT MA 01950															

**COVERAGES**      **CERTIFICATE NUMBER:** 17-18 Master      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2069660	8/6/2017	8/6/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			A 9099276	8/6/2017	8/6/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SEGP \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			08WECLG8895	8/31/2017	8/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Liquor Liability			LQRMAG277770904003	8/15/2017	8/15/2018	Per Occ 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City of Newburyport is named as additional insured with respect to general liability for Greek Food Festival to be held July 27-29, 2018.

<b>CERTIFICATE HOLDER</b>  City of Newburyport PO Box 550 City Hall Newburyport, MA 01950	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  John Koegel/CADMAM
--	--

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2018 MAY 17 AM 8:50



CITY OF NEWBURYPORT  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950

**BLOCK PARTY APPLICATION**

Please fill out the application below and obtain the approving signatures for the street closure. Mail or drop off the completed signed application at: City Clerk's Office, City Hall, 60 Pleasant St., Newburyport, MA 01950 at least 8 business days prior to a City Council meeting. The requested Block Party needs approval by the City Council. For any questions, please contact The City Clerk's Office at (978)465-4407.

**DATE OF REQUEST:** 5.8.18

**CONTACT INFORMATION**

**FIRST AND LAST NAME:** Lori McIntosh

**MAILING ADDRESS:** 10 Tyng Street

**PHONE NUMBER:** (414) 303-2341

**E-MAIL ADDRESS:** lorimcintosh2010@hotmail.com

**BLOCK PARTY INFORMATION**

**BLOCK PARTY DATE:** Friday June 22, 2018

**DESIRED STREET CLOSING LOCATION:** Tyng @ Merrimac + Tyng @ Monroe  
Please indicate cross streets when requesting the closing of street sections

**STREET TO BE BARRICADED:** Lower Tyng St.

**DESIRED STREET CLOSING TIME:** 5pm.  
Block Parties should run no later than 10:00 p.m.

**REGULATIONS**

By signing, I agree that I am a legal adult 18 years of age or older and understand this permit does not release me of any liability for damages that may result from the conducting of this Block Party. Further, I agree to comply with all requirements listed below:

I understand that applications for block party permits may take up to four weeks to process.

Block parties will be conducted only on low-volume residential streets, dead-end streets, or cul-de-sacs, No thoroughfares or collector streets may be used.

It is hereby agreed that, by signing and presenting this application, signer(s) represents to the City of Newburyport that the following statements are true and correct, and agrees to and will abide by the following:

1. All residents living on the street or block for which the party is planned request the Block party, or have been contacted and do not object to the Block Party.
2. To be responsible for placement, maintenance and removal of barricades.
3. A block party permit does not allow the sale of alcohol or the consumption of alcohol on public property (in city streets, sidewalks, parks, etc.) alcohol is allowed only on private property. All state and city alcohol laws still apply during Block Parties.
4. Amplified music shall be permitted with permission of the City Council.
5. To leave **AT LEAST a TWELVE (12) FOOT AISLE** in the street to permit passage of emergency vehicles or vehicles of residents. Failure to maintain a ten foot aisle during the entire period of the party will necessitate denial of requests for subsequent block parties. **Public safety personnel will monitor the party for strict adherence to this rule.**
6. To maintain adult supervision at all times during the party.
7. Applicant(s) shall be responsible for the pick-up of trash and garbage within 2 hours of the end the party.
8. Streets may not be barricaded later than 10:00 P.M.
9. No residents of the area designated shall be prohibited from attending the party.
10. No such activity may be conducted within 500 feet of any school, church, hospital, nursing home or similar operation unless endorsed by the management of such institution e
11. Only approved readily removable Barricades will be permitted such as, orange cones and sawhorses with a sign. No vehicles will permitted to be used as a Barricade.
12. Block parties are permitted 10AM-10PM

Applicant Signature

Date

5.8.18

**APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE**

CITY MARSHALL  
 4 Green Street  
 FIRE CHIEF  
 Greenleaf Street  
 DEPUTY DIRECTOR  
 1 Perry Way  
 CITY CLERK  
 60 Pleasant St.

City use only:

Approved \_\_\_\_\_

-Denied \_\_\_\_\_

Date \_\_\_\_\_



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2018 MAY 14 PM 3:22

CITY OF NEWBURYPORT  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950

### BLOCK PARTY APPLICATION

Please fill out the application below and obtain the approving signatures for the street closure. Mail or drop off the completed signed application at: City Clerk's Office, City Hall, 60 Pleasant Street, Newburyport, MA 01950 **at least eight (8) business days prior** to a City Council meeting. The requested Block Party needs approval by the City Council. For any questions, please contact The City Clerk's Office at (978) 465-4407.

DATE OF REQUEST: 5/14/18

CONTACT INFORMATION

FIRST AND LAST NAMES: BRUCE CAMPBELL

MAILING ADDRESS: 10 CHESTNUT ST.

PHONE NUMBER: 978 462 2054 - 978-457-3935

E-MAIL ADDRESS: bassuet138@gmail.com

BLOCK PARTY INFORMATION

BLOCK PARTY DATE: JUNE 23, 2018

DESIRED STREET CLOSING LOCATION: ~~Brownfield St~~, CHESTNUT @ ~~BRADDOCK~~  
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: CHESTNUT St.

DESIRED STREET CLOSING TIME: 4:00 PM - 10:00pm  
Block Parties should run no later than 10:00 p.m.

Atty Chestnut - from Bradford to ~~Battle~~ Barton



**REGULATIONS**


By signing, I agree that I am a legal adult 18 years of age or older and understand this permit does not release me of any liability for damages that may result from the conducting of this Block Party. Further, I agree to comply with all requirements listed below:

I understand that applications for block party permits may take up to four (4) weeks to process.

Block parties will be conducted only on low-volume residential streets, dead-end streets, or cul-de-sacs. No thoroughfares or collector streets may be used.

It is hereby agreed that, by signing and presenting this application, signer(s) represents to the City of Newburyport that the following statements are true and correct, and agrees to and will abide by the following:

1. All residents living on the street or block for which the party is planned request the block party, or have been contacted and do not object to the Block Party.
2. To be responsible for placement, maintenance and removal of barricades.
3. A block party permit does not allow the sale of alcohol or the consumption of alcohol on public property (in city streets, sidewalks, parks, etc.) alcohol is allowed only on private property. All state and city alcohol laws still apply during Block Parties.
4. Amplified music shall be permitted with permission of the City Council.
5. To leave **AT LEAST A TWELVE (12) FOOT AISLE** in the street to permit passage of emergency vehicles or vehicles of residents. Failure to maintain a ten (10) foot aisle during the entire period of the party will necessitate denial of requests for subsequent block parties. **Public safety personnel will monitor the party for strict adherence to this rule.**
6. To maintain adult supervision at all times during the party.
7. Applicant(s) shall be responsible for the pick-up of trash and garbage within two (2) hours of the end of the party.
8. Streets may not be barricaded later than 10:00 P.M.
9. No residents of the area designated shall be prohibited from attending the party.
10. No such activity may be conducted within five hundred (500) feet of any school, church, hospital, nursing home or similar operation unless endorsed by the management of such institution.
11. Only approved readily removable Barricades will be permitted such as orange cones and sawhorses with a sign. No vehicles will be permitted to be used as a Barricade.
12. Block parties are permitted 10 A.M. - 10 P.M.

Applicant signature:  Date: 5/14/18

**APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE**

CITY MARSHALL

4 Green Street

FIRE CHIEF

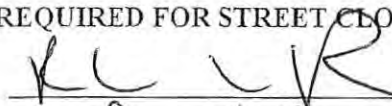
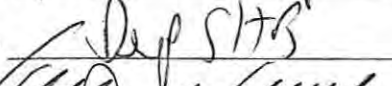
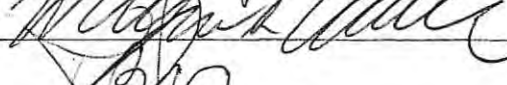
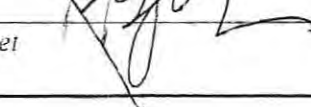
Greenleaf Street

DEPUTY DIRECTOR

1 Perry Way

CITY CLERK

60 Pleasant Street

 5/14/18  
 5/11/18  
  


City use only:

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_



Jeanne Geiger  
CRISIS CENTER



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2018 MAY 22 AM 9:00

May 21, 2018

Barry N. Connell, President  
Newburyport City Council  
City Hall  
60 Pleasant Street  
Newburyport, MA 01950

Dear Mr. Connell and City Council Members,

On behalf of the Jeanne Geiger Crisis Center, I am writing to ask for City Council's approval of our plans for the 27<sup>th</sup> Annual Walk Against Domestic Violence, scheduled for Sunday, October 7<sup>th</sup> again this year at Waterfront Park, situated directly behind the Firehouse Theater located at 1 Market Square, Newburyport, MA from 8:00 AM (registration) – noon.

For your review, I have enclosed a copy of our walk route that we used last year and will again for this upcoming walk. As in the past, we have an army of volunteers who are stationed along the route to direct walkers and we will have officers stationed at crossing points. If you have any questions, please call our Development Associate, Ashley Selfridge, at 978-465-0999.

I hope you will look favorably upon this request, and please let us know if you have any questions.

Thank you for your immediate attention to this matter. We look forward to your earliest response so that we may publicize this exciting event.

Thank you for your consideration.

Sincerely,

Suzanne C. Dubus  
Chief Executive Officer

Cc: Richard B. Jones, City Clerk

enclosure

### NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. \_\_\_\_\_

Fax. \_\_\_\_\_

2018 MAY 22 AM 9:00

(For Parades, Road Races and Walkathons Only - Please complete page 3 of this application)

NAME OF EVENT: Jeanne Geiger Crisis Center Walk Against Domestic Violence

Date: 10/17/18 Time: from 8 AM to 11 AM

Rain Date: \_\_\_\_\_ Time: from \_\_\_\_\_ to \_\_\_\_\_

2. Location: Waterfront Park (please see attached map for walk route)  
East trail and walk route

3. Description of Property: \_\_\_\_\_ Public  Private \_\_\_\_\_

4. Name of Organizer: Jeanne Geiger Crisis Center City Sponsored Event: Yes \_\_\_\_\_ No

Contact Person Ashley Selbridge

Address: 2 Harris St. NBPT, MA Telephone: 978-465-0999

E-Mail: Aselbridge@jeannegeiger.org Cell Phone: 603-486-7150

Day of Event Contact & Phone: Ashley Selbridge, 603-486-7150

5. Number of Attendees Expected: 500

6. MA Tax Number: 22-2474823

7. Is the Event Being Advertised? YES Where? local media, radio, social media

8. What Age Group is the Event Targeted to? 25-60

9. Have You Notified Neighborhood Groups or Abutters? Yes  No \_\_\_\_\_, Who? Newburyport Parks  
Newburyport Waterfront Trust

**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? None. we use the parks and empty them
- b) How many recycling receptacles will you be providing? 10
- 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? trash in the parks cars, recycling in the bins we bring

**If no:**

- a) # of trash container(s) to be provided by DPS none
- 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)

# 0 Standard # 0 ADA accessible

Name of company providing the portable toilets: We use the public toilets at waterfront Park and provide extra toilet paper.

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE \_\_\_\_\_

ROAD RACE \_\_\_\_\_

WALKATHON

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

Jeanne Geiger Crisis Center

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

2 Harris Street Newburyport, MA 01950

978-465-0999

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

Ashley Sefridge - JBCC  
2 Harris Street NBPT, MA  
603-486-7150

4. Date of Event: 10/7/18 Expected Number of Participants: 500

5. Start Time: 8am registration Expected End Time: 11:00 AM

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

Waterfront Park, rail trail, High Street,  
Merrimac Street

7. Locations of Water Stops (if any): \_\_\_\_\_

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

9. Formation Location & Time for Participants: Waterfront Park - 8am

10. Dismissal Location & Time for Participants: Waterfront Park - 11am

11. Additional Parade Information:

• Number of Floats: n/a

• Locations of Viewing Stations: n/a

• Are Weapons Being Carried: Yes \_\_\_ No \_\_\_ n/a

• Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_ No \_\_\_ n/a

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

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 5/17/18 0 Greenleaf St.

DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.

(4 Somerset Co detail officers required)

## 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.

**Approval Required**      **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: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*  
 Yes: \$ \_\_\_\_\_ due on \_\_\_\_\_       No Fee for Special Events applies  
Other requirements/instructions per DPS \_\_\_\_\_

\_\_\_\_ 10. Recreation 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.

### Limitations

- (a) "Procedure" All road racing, walkathon, bicycle, or swimming events shall, through that event's organizer, board of directors, charity foundation or designee apply for authorization to hold the event through the Office of the City Clerk. The City Clerk upon review of the completed form will place the application on the regular City Council agenda. 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 event will name one person responsible on the application and shall provide contact information to include name, address and telephone number.
- (b) "Exemptions" Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.
- (c) "Course map", All applications shall be accompanied by a course map showing the event route, water stops, refreshment stops, and so-called "porta-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 Harbormasters Departments prior to submission to the City Clerk.
- (d) "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 be used for public address announcements or music before 9:00 AM. This shall be deemed a requirement for all permitted events regardless of type or location.

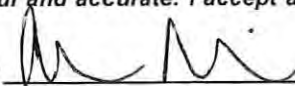


- (e) *"Road Closure"* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents ten (10) days in advance that neighborhood roads will be closed if no alternate route is available to those residents.
- (f) *"Insurance"* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an insured. The policy shall be no less than two million dollars (\$2,000,000.00).
- (g) *"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.
- (h) *"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 oversee the safety and security of the event. All special duty assignments will be paid by the event organizers.
- (i) *"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.

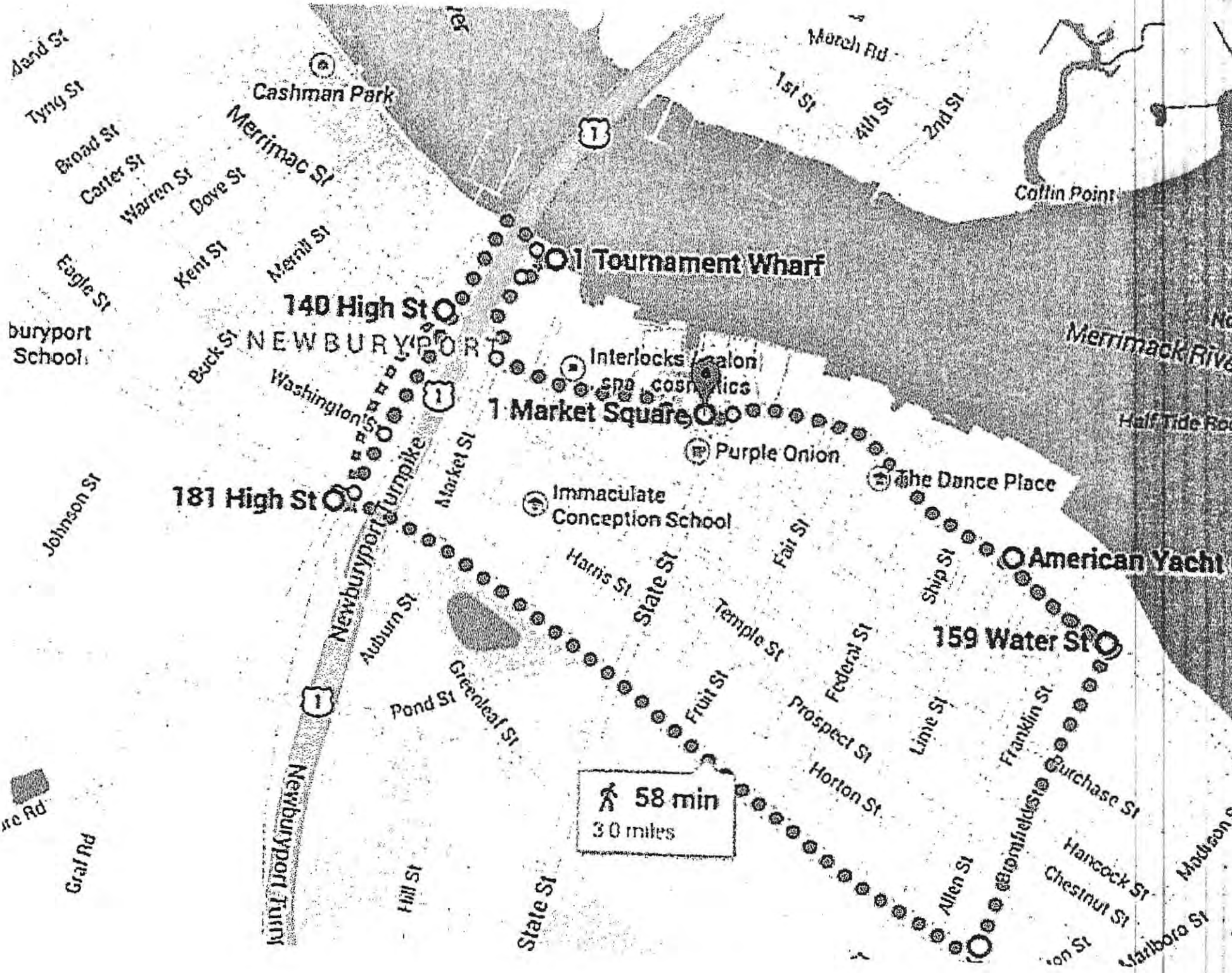
**13-101 Enforcement**

- (a) *"Regulations"* Consistent with this ordinance, the city shall promulgate regulations to enforce and otherwise implement the provisions of this ordinance upon passage by the City Council. Any event previously approved by City Council shall be deemed permitted.
- (b) *"Warning"* In the circumstance that this ordinance 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.
- (c) *"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 Subsection 1-17 of Chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in 13-101(d)
- (d) *"Violation"* The non-criminal violation shall be \$100.00 for the first offense and \$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.

***I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.***

Signed: 

Date: 4/23/18



Cashman Park



March Rd

1st St

4th St

2nd St

Coffin Point

Tournament Wharf

140 High St

NEWBURYPORT

Interlocks Salon  
spa cosmetics

1 Market Square

Purple Onion

The Dance Place

181 High St

Immaculate  
Conception School

American Yacht

159 Water St

58 min  
3.0 miles

And St

Tyng St

Broad St

Carter St

Warren St

Dove St

Eagle St

Kent St

Merrill St

Newburyport  
School

Buck St

Washington St



Newburyport Turnpike

Market St

Johnson St

Auburn St

Harris St

State St

Fair St

Ship St

Pond St

Greenleaf St

Fruit St

Temple St

Federal St

Lime St

Franklin St

Purchase St

Ice Rd

Graf Rd

Hill St

State St

Prospect St

Horton St

Allen St

Stromfield St

Hancock St

Chestnut St

Mathison St

Marlboro St

Merrimack River

Half Tide Rock



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Eastern Insurance Group LLC 233 West Central St  Natick MA 01760	<b>CONTACT NAME:</b> Lori Keiffer <b>PHONE (A/C, No, Ext):</b> (800) 333-7234 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> LKeiffer@easterninsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Jeanne Geiger Crisis Center, DBA: Attn: Liz Morin 2 Harris Street  Newburyport MA 01950	<b>INSURER A:</b> Philadelphia Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 18 GL UMB **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1793704	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB621977	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Walk Against Domestic Violence**  
 Location: Water Front Park, Newburyport, MA  
 located behind the Firehouse Center for Arts,  
 1 Market Square, Newburyport, MA 01950  
 Date: October 7, 2018, from 8:00AM - Noon  
 The City of Newburyport is additional insured for general liability

<b>CERTIFICATE HOLDER</b>  City of Newburyport 60 Pleasant Street Newburyport, MA 01950	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  John Koegel/LKEIFF 
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## Additional Named Insureds

### Other Named Insureds

Attn: Liz Morin

Other

Attn: Liz Morin

Doing Business As

S.A.F.E. Studio Inc





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2018

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PRODUCER Eastern Insurance Group LLC 233 West Central St  Natick MA 01760	CONTACT NAME: Lori Keiffer	
	PHONE (A/C, No, Ext): (800) 333-7234	FAX (A/C, No):
	E-MAIL ADDRESS: LKeiffer@easterninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
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COVERAGES CERTIFICATE NUMBER: 18 GL UMB REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK1793704	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						Professional Liability \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB621977	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Walk Against Domestic Violence

Location: Water Front Park, Newburyport, MA located behind the Firehouse Center for Arts, 1 Market Square, Newburyport, MA 01950

Date: October 7, 2018, from 8:00 AM - Noon

The Newburyport Waterfront Trust is additoinal insured for General Liability

## CERTIFICATE HOLDER

## CANCELLATION

The Newburyport Waterfront Trust  
City Hall  
60 Pleasant Street  
Newburyport, MA 01950

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Koegel/LKEIFF

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## Additional Named Insureds

### Other Named Insureds

Attn: Liz Morin

Other

Attn: Liz Morin

Doing Business As

S.A.F.E. Studio Inc