

CITY COUNCIL MEETING AGENDA - VERSION 1
CITY COUNCIL CHAMBERS
AUGUST 28, 2017

7:30PM

(Sound Check)

1. **MOMENT OF SILENCE**
2. **PLEDGE OF ALLEGIANCE**
3. **CALL TO ORDER**
4. **LATE FILE ITEMS Mayor's Update**
5. **PUBLIC COMMENT**
6. **MAYOR'S COMMENT**

CONSENT AGENDA

NOTE: ALL ITEMS LISTED UNDER CONSENT AGENDA WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

7. APPROVAL OF MINUTES

August 14, 2017

(Approve)

8. TRANSFERS

- **TRAN041_08_28_17** \$40K Solid Waste Fee to \$20K Hshld Haz Waste, \$20K Chipper (B&F)

9. COMMUNICATIONS

- **COMM098_08_28_17** Ltr from Marshal Murray re: Parking Spaces for Police (PS)
- **COMM099_08_28_17** Petition re: Hales Court Parking Lot (PS)
- **COMM100_08_28_17** FY2017 Year-End Financial Report (B&F)

10. APPOINTMENTS

- **APPT053_08_28_17** Charles C. Kennedy 167 Water St Water/Sewer Comm (Alt) 8/1/2019

END OF CONSENT AGENDA

REGULAR AGENDA

11. MAYOR'S UPDATE

12. TRANSFERS

- **TRAN042EP_08_28_17** Hydraulic Oil Leak \$78,223 Emergency Preamble
- **TRAN042_08_28_17** Hydraulic Oil Leak \$78,223

13. COMMUNICATIONS

- **COMM101_08_28_17** Memorandum of Agreement - Parking Garage
- **COMM102_08_28_17** Ltr re: Request for Public Hearing on Evacuation Plan
- **COMM103_08_28_17** Table for Bake Sale Fundraiser

14. APPOINTMENTS

Second Reading

- APPT050_08_14_17 Kathryn L. Haried 100 High St Tree Comm (Alt) 5/1/2018
- APPT051_08_14_17 Christopher Zarembo 52 Longfellow Dr ZBA 8/1/2019
- APPT052_08_14_17 Maureen Louise Pomeroy 62 Boardman St ZBA 8/1/2021

15. ORDERS

- **ORDR049_08_28_17** 143A State Street Setback Driveway

16. ORDINANCES

- NONE

15. COMMITTEE ITEMS

Budget & Finance

In Committee:

- **ORDR002_01_25_16** Accept Gift of \$25,000 Repairing Brown's Wharf Culvert (**COTW**)
- **ORDR009_02_08_16** Increase Fees for Fire Dept.
- **ORDR010_02_08_16** Increase Fines Parking Violations
- **ORDR039_05_31_16** Increase Hourly Parking Rate to \$1.50
- **ORDR079_09_26_16** Movie Location Order (**L&P**)
- **ORDR032_06_12_17** Nock Parking Lot Order
- **ORDR045_07_13_17** Bond Order - Parking Garage, 3.7M (**COTW**)

General Government

In Committee:

- **ORDR044_07_13_17** Ballot Question - Parking Garage (**N&CS**)

Joint Education

In Committee:

License & Permits

In Committee:

- **COMM010_01_25_16** Licensing Commission Acoustic & Amplified Entertainment
- **ORDR079_09_26_16** Movie Location Order (**B&F**)
- **ODNC001_01_30_17** BYOB Ordinance
- **COMM091_08_14_17** A-Frames - Star Nails
- **COMM097_08_14_17** **LATE FILE** Inn Street Artisans' Market Show

Neighborhoods and City Services

In Committee:

- **ODNC001_01_11_16** Amend Ch11 Parks and Recreation (**COTW**)
- **ORDR048_06_13_16** Sidewalk Order
- **COMM048_04_24_17** Ltr from Merchants re: Downtown Events (**PS**)
- **COMM080_06_26_17** Ltr re: Dedication of Public Space to Recognize Citizens
- **ORDR044_07_13_17** Ballot Question - Parking Garage (**GG**)
- **COMM090_08_14_17** Ltr re: Parking Garage

Planning & Development

In Committee:

- **COMM023_02_27_17** Zoning Changes to Waterfront West (**COTW**)
- **COMM024_03_13_17** Newburyport's Master Plan - Final Document (**COTW**)
- **COMM030_03_28_17** Pres. Trust Ltr to City Council re: 1690 House
- **COMM038_03_28_17** Lower Custom House Way
- **ORDR015_04_10_17** Complete Streets Policy (**PU**)
- **COMM069_06_12_17** Air Quality Analysis of Intermodal Facility
- **ODNC007_06_12_17** Zoning Amendment - I2 Zone Change
- **ODNC008_06_26_17** Zoning Amendment – Bed & Breakfast Use (V-D, V-E) (**COTW**)
- **ODNC009_06_26_17** Zoning Amendment – Ag/Con District, Lot Area/Lot Cov (**COTW**)
- **ODNC010_06_26_17** Zoning Amendment – Zoning Map, R-2, Dimensional Controls (**COTW**)
- **ODNC011_06_26_17** Zoning Amendment – Inclusionary Affordable Housing (**COTW**)
- **ORDR043_07_10_17** Order of Taking - West End Sewer Access Road Project (**PU**)
- **ORDR047_08_14_17** Pilot Program for Wayfinding Signage (**PU, COTW**)

Public Safety

In Committee:

- **ORDR077_09_12_16** Parking Restricted on Daniel Lucy Way
- **COMM048_04_24_17** Ltr from Merchants re: Downtown Events (**N&CS**)
- **COMM088_07_10_17** Newburyport Half Marathon - 10/22/17
- **COMM089_07_10_17** Merrimack River Feline Rescue Society 25th Anniversary - 9/23/17
- **COMM092_08_14_17** Ltr re: Suprin's Driving School Road Test
- **COMM093_08_14_17** Bartlet Mall Day - 10/7/17
- **COMM096_08_14_17** Friends of the Poor - 9/30/17
- **COMM094_08_14_17** Ember Plinko Event - 8/26/17
- **COMM095_08_14_17** Newburyport River Run - 5/6/18
- **ORDR046_08_14_17** 88 State Street Loading Zone

Public Utilities

In Committee:

- **COMM060_05_31_16** Mobilitie, LLC Highway Access Permit
- **ORDR015_04_10_17** Complete Streets Policy (**P&D**)
- **ORDR043_07_10_17** Order of Taking - West End Sewer Access Road Project (**P&D**)
- **ORDR048_08_14_17** Scott Blood Excavation, LLC, Lic Contractor
- **ORDR047_08_14_17** Pilot Program for Wayfinding Signage (**P&D, COTW**)

Rules Committee

In Committee:

- **ORDR013_02_27_17** Amend City Council Rules Relating to Bonding Funds (**COTW**)

16. GOOD OF THE ORDER

17. ADJOURNMENT

CONSENT AGENDA

CITY COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS
AUGUST 14, 2017

7:30PM

The City Council President called the meeting to order at 7:30pm. A moment of silence was held for Susan Letourneau and the victims in Charlottesville, VA. The Council President led the Council in the Pledge of Allegiance. The City Council President then instructed the City Clerk to call the roll. The following Councillors answered present: Tontar, Vogel, Zeid, Cameron, Connell, Cronin, Devlin, Earls, Eigerman, OBrien. 10 present, 1 absent (Giunta).

(Sound Check)

1. MOMENT OF SILENCE

2. PLEDGE OF ALLEGIANCE

3. CALL TO ORDER

4. LATE FILE ITEMS Mayor's Update, COMM097_08_14_17, Agenda Version 2

Motion to waive the rules, to accept late files, by Councillor Zeid, seconded by Councillor Connell. So voted.

5. PUBLIC COMMENT

- | | | |
|-------------------------------|------------------|--------------|
| 1. Noel Ochtman/Jivonne Alley | 35 High St | March's Hill |
| 2. Ed Suprin | 96 NBPT Turnpike | Driving Test |
| 3. Chris Zaremba | 52 Longfellow Dr | ZBA |

6. MAYOR'S COMMENT

The mayor gave an update pursuant to her written communication.

CONSENT AGENDA

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7. APPROVAL OF MINUTES

- | | |
|---------------|-----------|
| July 10, 2017 | (Approve) |
| July 13, 2017 | (Approve) |

8. TRANSFERS

- NONE

9. COMMUNICATIONS

- COMM090_08_14_17 Ltr re: Parking Garage (N&CS)
- COMM091_08_14_17 A-Frames - Star Nails (L&P)
- COMM092_08_14_17 Ltr re: Suprin's Driving School Road Test (PS)
- COMM093_08_14_17 Bartlet Mall Day - 10/7/17 (PS)
- COMM096_08_14_17 Friends of the Poor - 9/30/17 (PS)

10. APPOINTMENTS

- | | | | |
|---|----------------|-----------------|----------|
| • APPT050_08_14_17 Kathryn L. Haried | 100 High St | Tree Comm (Alt) | 5/1/2018 |
| • APPT052_08_14_17 Maureen Louise Pomeroy | 62 Boardman St | ZBA | 8/1/2021 |

**END OF CONSENT AGENDA
REGULAR AGENDA**

Motion to approve the Consent Agenda by Councillor Zeid, seconded by Councillor Cameron. 9 yes, 1 present (Eigerman), 1 absent (Giunta).

11. MAYOR'S UPDATE

Motion to receive and file by Councillor Zeid, seconded by Councillor Cameron. So voted.

12. COMMUNICATIONS

- **COMM094_08_14_17** Ember Plinko Event - 8/26/17
Motion to table by Councillor Eigerman, seconded by Councillor Tontar. Withdrawn. Motion to refer to Public Safety by Councillor Cronin, seconded by Councillor Zeid. Roll call vote, 10 yes, 1 absent (Giunta). Motion passed.
- **COMM095_08_14_17** Newburyport River Run - 5/6/18
Motion to refer to Public Safety by Councillor Tontar, seconded by Councillor Zeid. So voted.
- **COMM097_08_14_17 LATE FILE** Inn Street Artisans' Market Show
Motion to refer to License & Permit by Councillor Vogel, seconded by Councillor Eigerman. So voted.

13. APPOINTMENTS

- **APPT051EP_08_14_17** Christopher Zaremba 52 Longfellow Dr ZBA 8/1/2019
Motion to approve by Councillor Cameron, seconded by Councillor Tontar. Roll call vote, 7 yes, 3 no (Zeid, Cronin, Eigerman), 1 absent (Giunta). Motion failed.

- **APPT051_08_14_17** Christopher Zaremba 52 Longfellow Dr ZBA 8/1/2019
Motion to receive and file by Councillor Cameron, seconded by Councillor Vogel. So voted.

Second Reading

- **APPT049_07_10_17** Sandy Friede 44 Ferry Rd Water/Sewer Comm 8/1/2022
Motion to approve by Councillor Tontar, seconded by Councillor Vogel. Roll call vote, 10 yes, 1 absent (Giunta). Motion passed.

14. ORDERS

- **ORDR046_08_14_17** 88 State Street Loading Zone
Motion to refer to Public Safety by Councillor Eigerman, seconded by Councillor Tontar. So voted.
- **ORDR047_08_14_17** Pilot Program for Wayfinding Signage
Change of sponsoring Councillor from Councillor Vogel to Councillor Eigerman. Motion to refer to Planning & Development, Public Utilities, and Committee of the Whole by Councillor Eigerman, seconded by Councillor Devlin. So voted.
- **ORDR048_08_14_17** Scott Blood Excavation, LLC, Lic Contractor
Motion to refer to Public Utilities by Councillor Eigerman, seconded by Councillor Zeid. So voted.

15. ORDINANCES

- NONE

15. COMMITTEE ITEMS

Budget & Finance

In Committee:

- **ORDR002_01_25_16** Accept Gift of \$25,000 Repairing Brown's Wharf Culvert (**COTW**)
- **ORDR009_02_08_16** Increase Fees for Fire Dept.
- **ORDR010_02_08_16** Increase Fines Parking Violations

- **ORDR039_05_31_16** Increase Hourly Parking Rate to \$1.50
- **ORDR079_09_26_16** Movie Location Order (**L&P**)
- **ORDR080_09_26_16 LATE FILE** Order of Taking Parking Facility (**P&D**)
- **TRAN005_02_27_17** Free Cash 25K to Dog Park Project 25K

Motion to remove **TRAN005_02_27_17** and **ORDR010_02_27_17**, jointly, from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. Motion to receive and file by Councillor Tontar, seconded by Councillor Cameron. So voted.

- **ORDR010_02_27_17** Dog Park Grant Acceptance
- **ORDR032_06_12_17** Nock Parking Lot Order
- **TRAN040_07_10_17** Revisions to March's Hill Pathway Connecting to Rail Trail
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Cameron. Motion to approve by Councillor Tontar, seconded by Councillor Cameron. So voted.
- **ORDR045_07_13_17** Bond Order - Parking Garage, 3.7M (**COTW**)

General Government

In Committee:

- **ORDR044_07_13_17** Ballot Question - Parking Garage (**N&CS**)

Joint Education

In Committee:

License & Permits

In Committee:

- **COMM010_01_25_16** Licensing Commission Acoustic & Amplified Entertainment
- **ORDR079_09_26_16** Movie Location Order (**B&F**)
- **ODNC001_01_30_17** BYOB Ordinance
- **COMM028_03_13_17 LATE FILE** Ltr from Smitten LLC re: A-Frames
Motion to remove from License & Permit by Councillor Vogel, seconded by Councillor Cameron. Motion to approve by Councillor Tontar, seconded by Councillor Vogel. Motion to amend; approval on the following two conditions: 1) that the sign be taken in at end of day, and 2) that relief expires 3/31/2018 or when Wayfinding occurs, whichever is first; by Councillor Eigerman, seconded by Councillor Devlin. Roll call vote, 9 yes, 1 no (OBrien), 1 absent (Giunta). Motion to approve as amended by Councillor Zeid, seconded by Councillor Tontar. Roll call vote, 9 yes, 1 no (OBrien), 1 absent (Giunta). Motion passed.
- **COMM085_07_10_17** A-Frames - Wellsco Realty
Motion to remove from License & Permit by Councillor Earls, seconded by Councillor Cameron. Motion to approve by Councillor Earls, seconded by Councillor Cameron. Motion to amend; approval on the following two conditions: 1) that the sign be taken in at end of day, and 2) that relief expires 3/31/2018 or when Wayfinding occurs, whichever is first; by Councillor Zeid, seconded by Councillor Cameron. Roll call vote, 9 yes, 1 no (OBrien), 1 absent (Giunta). Motion to approve as amended by Councillor Zeid, seconded by Councillor Cameron. Roll call vote, 9 yes, 1 no (OBrien), 1 absent (Giunta). Motion passed.
- **COMM086_07_10_17** A-Frames – Plum Island Coffee Roasters
Motion to remove from License & Permit by Councillor Earls, seconded by Councillor Cameron. Motion to approve with amendments (i.e. that the sign be taken in at end of day, and relief expires 3/31/2018 or when Wayfinding occurs, whichever is first) by Councillor Earls, seconded by Councillor Eigerman. Roll call vote, 8 yes, 1 no (OBrien), 1 recused (Vogel), 1 absent (Giunta). Motion passed.

Neighborhoods and City Services

In Committee:

- **ODNC001_01_11_16** Amend Ch11 Parks and Recreation (**COTW**)
- **ORDR048_06_13_16** Sidewalk Order
- **COMM048_04_24_17** Ltr from Merchants re: Downtown Events (**PS**)
- **COMM080_06_26_17** Ltr re: Dedication of Public Space to Recognize Citizens
- **ORDR044_07_13_17** Ballot Question - Parking Garage (**GG**)

Planning & Development

In Committee:

- **COMM076_07_11_16 LATE FILE** Boyd Drive Petition
Motion to remove **COMM076_07_11_16** and **COMM034_03_28_17**, jointly, from Planning & Development by Councillor Cameron, seconded by Councillor Zeid. Motion to receive and file **COMM076_07_11_16** and **COMM034_03_28_17** by Councillor Cameron, seconded by Councillor Zeid. So voted.
- **ORDR080_09_26_16 LATE FILE** Order of Taking Parking Facility (**B&F**)
Motion to remove, jointly, from Planning & Development and Budget & Finance by Councillor Cameron, seconded by Councillor Zeid. Motion to receive and file by Councillor Cameron, seconded by Councillor Zeid. So voted. Councillor Cameron announced a joint meeting with Planning Board and Committee of the Whole on Wednesday, August 16th, at 7pm.
- **COMM096_10_31_16** Draft of Newburyport's Master Plan
Motion to remove **COMM096_10_31_16** and **COMM114_12_12_16**, jointly, from Planning & Development by Councillor Cameron, seconded by Councillor Zeid. Motion to receive and file **COMM096_10_31_16** and **COMM114_12_12_16** by Councillor Cameron, seconded by Councillor Zeid. So voted.
- **COMM114_12_12_16** Memo on Master Plan - Work Plan and Appendix XX
- **COMM023_02_27_17** Zoning Changes to Waterfront West (**COTW**)
- **COMM024_03_13_17** Newburyport's Master Plan - Final Document (**COTW**)
- **COMM030_03_28_17** Pres. Trust Ltr to City Council re: 1690 House
- **COMM034_03_28_17** Evergreen Special Permit Issued by Planning Board
- **COMM038_03_28_17** Lower Custom House Way
- **ORDR015_04_10_17** Complete Streets Policy (**PU**)
- **COMM069_06_12_17** Air Quality Analysis of Intermodal Facility
- **ODNC007_06_12_17** Zoning Amendment - I2 Zone Change
- **ODNC008_06_26_17** Zoning Amendment – Bed & Breakfast Use (V-D, V-E) (**COTW**)
- **ODNC009_06_26_17** Zoning Amendment – Ag/Con District, Lot Area/Lot Cov (**COTW**)
- **ODNC010_06_26_17** Zoning Amendment – Zoning Map, R-2, Dimensional Controls (**COTW**)
- **ODNC011_06_26_17** Zoning Amendment – Inclusionary Affordable Housing (**COTW**)
- **ORDR043_07_10_17** Order of Taking - West End Sewer Access Road Project (**PU**)

Public Safety

In Committee:

- **ORDR077_09_12_16** Parking Restricted on Daniel Lucy Way
- **COMM048_04_24_17** Ltr from Merchants re: Downtown Events (**N&CS**)
- **COMM087_07_10_17** Walk Against Domestic Violence - 10/1/17
Motion to remove from Public Safety by Councillor Cronin, seconded by Councillor Zeid. Motion to approve by Councillor Cronin, seconded by Councillor Zeid. So voted.
- **COMM088_07_10_17** Newburyport Half Marathon - 10/22/17
- **COMM089_07_10_17** Merrimack River Feline Rescue Society 25th Anniversary - 9/23/17

- **ORDR042_07_10_17** Stop Sign - Independent St at Water St
Motion to remove from Public Safety by Councillor Cronin, seconded by Councillor Zeid. Motion to approve by Councillor Cronin, seconded by Councillor Zeid. So voted.

Public Utilities

In Committee:

- **COMM060_05_31_16** Mobilitie, LLC Highway Access Permit
- **ORDR015_04_10_17** Complete Streets Policy (**P&D**)
- **ORDR043_07_10_17** Order of Taking - West End Sewer Access Road Project (**P&D**)

Rules Committee

In Committee:

- **ORDR013_02_27_17** Amend City Council Rules Relating to Bonding Funds (**COTW**)

16. GOOD OF THE ORDER

Councillor Zeid announced there would be a Plum Island hydrant meeting on Wednesday, August 23rd, at 6pm at PITA Hall. Councillor Eigerman reported on the records request to the town of Newbury, noted that the first set of documents had been retrieved.

17. ADJOURNMENT

Motion to adjourn by Councillor Zeid, seconded by Councillor Tontar. So voted. 8:46pm.

TRANSFERS



City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

AUG 21 PM 3:09

Department: Sustainability
Submitted by: Molly Ettenborough **Date Submitted:** 8/21/2017

Transfer From:

Account Name	<u>Solid Waste Fee</u>	YTD Bal:	<u>\$ 318,544.06</u>
Account Number:	<u>2747-59600</u>	Trans In:	<u> </u>
Amount:	<u>\$40,000.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Available:	<u>Funded through compost and bulk sticker fees.</u>		
<u>This transfer is the standard method for moving funds from Reserve for Appropriations accounts into General Fund accounts.</u>			

Transfer To:

Account Name	<u>Household Hazardous Waste</u>	YTD Bal:	<u>\$ -</u>
Account Number:	<u>01519001-53424</u>	YTD Cat:	<u> </u>
Amount:	<u>\$20,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Required:	<u>To cover funding of hazardous waste account expeneditures at the recycling center.</u>		

Transfer To:

Account Name	<u>Chipper</u>	YTD Bal:	<u> </u>
Account Number:	<u>01519002-52813</u>	YTD Cat:	<u> </u>
Amount:	<u>\$20,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Required:	<u>Estimated costs for yard waste removal and yard waste facility costs.</u>		

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

Donna D. Holaday
Eth R. Manning

Date: 8/21/17
 Date: 8/21/17

COMMUNICATIONS



CITY OF NEWBURYPORT

POLICE DEPARTMENT

MARK R. MURRAY
CITY MARSHAL

4 GREEN STREET
NEWBURYPORT, MA 01950

TEL: 978-462-4411

FAX: 978-462-0396

August 14, 2017

Richard Jones
City Clerk
60 Pleasant St
Newburyport, Ma 01950

Dear Mr. Jones;

Pursuant to our conversation regarding parking, I am requesting that the city add 5 more dedicated police dept. parking spaces to the existing 5 already in use. These spaces are on the west end of the municipal lot running adjacent to Green St. The police dept. has 16 vehicles and parking these vehicles can be difficult, especially in the summer months and during the change of day to evening shifts. The police dept. in the past had dedicated parking until the new station was built in 1997. Since then we have been parking our vehicles on Green St or in the Municipal lot.

I appreciate your anticipated support and look forward to discussing this option.

City Marshal Mark Murray

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2017 AUG 15 PM 3:22

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

Petition to the City of Newburyport

Hales Court parking lot – Page 1

2017 AUG 11 AM 11:19

and/or business owners

We, the employees who work in the City of Newburyport, petition the city to change the regulations limiting Hales Court parking lot to resident sticker parking only.

There is insufficient parking for the number of employees who work in this area. The Tracy Place parking lot is full every day by 8:15 a.m. yet the Hales Court lot remains nearly empty all day long.

We ask that the Hales Court parking lot be changed to resident or employee sticker parking.

NAME	ADDRESS	PHONE #	SIGNATURE
Leslie Collins	61 Hampton Towne Estates, Hampton, NH	603-231-7681	[Signature]
Elaine Eastman	140 Cable Ave, Salisbury, MA	978-462-7250	[Signature]
Tom Farrell	3 Windward Drive	978-290-5909	[Signature]
Gal Mully	20 Roddy Hill Rd. Amesbury	978-388-3542	[Signature]
Catherine Coy	47 Birch Meadow Rd. Merrimac	978-462-9500	[Signature]
Jeffrey Kirpas	7 Winthorne Dr. Newburyport MA	978-462-7250	[Signature]
Sandra Morrissy	2 GREENWICH ST #40 Amesbury	978-337-1810	[Signature]
Adrienne Cook	73 Burnt Swamp Rd. E. Kingston NH	603-770-7619	[Signature]
Stephen Blumenthal	21 Pleasant St #208, NBPT, MA 01950	978-462-9500	[Signature]
Roger Foster	21 Pleasant St Npt	978-465-005	[Signature]
Tim Lawren	50 inn st.		[Signature]
Tori Arsenault	50 inn st		[Signature]
Mareen Kirpas	21 Pleasant Suite 248	978-462-7250	[Signature]
Victoria Maxon	7 Myers Lane, Buxfield MA 01922	978-376-2276	[Signature]

Return to: Jeffrey C. Kirpas & Co 21 Pleasant St., Suite 248, Newburyport, MA 01950 (978) 462-7250



CITY OF NEWBURYPORT
 FINANCE DEPARTMENT
 60 PLEASANT STREET • P.O. BOX 550
 NEWBURYPORT, MA 01950
 (978) 465-4404 • (978) 462-3257 (FAX)
 WWW.CITYOFNEWBURYPORT.COM

RECEIVED
 CITY CLERK'S OFFICE
 NEWBURYPORT, MA

2017 AUG 22 PM 3:54

DONNA D. HOLADAY
 MAYOR

ETHAN R. MANNING
 FINANCE DIRECTOR/CITY AUDITOR

To: Mayor Donna D. Holaday
 President and Members of the Newburyport City Council

From: Ethan R. Manning, Finance Director/City Auditor

Date: August 22, 2017

Subject: FY2017 Year-End Financial Report

The fiscal year 2017 year-end financial report is presented to the Mayor and City Council as a preliminary look at the City of Newburyport's financial performance over the past year prior to the release of the audited financial statements. This report compares original and revised appropriations/estimates to actual expenditures and collections for the General Fund, as well as, Water, Sewer and Harbormaster Enterprise Funds for the year-ending June 30, 2017.

FY2017 Expenditures

Expenditures within the General Fund and Enterprise Funds were made within the budgetary appropriations approved by the City Council. Remaining and unrestricted appropriations from fiscal year 2017, totaling \$1,080,674, will be a positive factor in the Free Cash and Retained Earnings calculations as of July 1, 2017. Below is a summary of the year-end expenditures by fund, which is broken out in greater detail in the reports that follow:

	REVISED BUDGET	YTD EXPENDED	FY2017 ENCUMB.	REMAINING BUDGET	% USED
001 GENERAL FUND	\$62,178,789	\$59,409,571	\$2,197,862	\$571,356	99.1%
060 WATER ENTERPRISE FUND	\$5,259,084	\$4,978,193	\$74,532	\$206,358	96.1%
061 SEWER ENTERPRISE FUND	\$6,516,527	\$6,048,863	\$178,606	\$289,058	95.6%
6520 HARBORMASTER ENTERPRISE FUND	\$430,714	\$416,812	\$0	\$13,902	96.8%
TOTAL BUDGETARY FUNDS	\$74,385,113	\$70,853,439	\$2,451,000	\$1,080,674	98.5%

FY2017 Revenue

Total revenue for the budgetary funds exceeded estimates for FY2017 with collections at 101.6% of estimated revenue. The General Fund and Enterprise Funds all exceeded their FY2017 estimates. Below is a summary of the year-end revenue by fund, which is broken out in greater detail in the reports that follow:

	ESTIMATE	ACTUAL	OVER/(BELOW)	% OF ESTIMATE
001 GENERAL FUND	\$61,610,532	\$62,481,887	\$871,354	101.4%
060 WATER ENTERPRISE FUND	\$5,144,584	\$5,286,765	\$142,182	102.8%
061 SEWER ENTERPRISE FUND	\$6,385,762	\$6,469,521	\$83,759	101.3%
6520 HARBORMASTER ENTERPRISE FUND	\$430,714	\$498,615	\$67,901	115.8%
TOTAL BUDGETARY FUNDS	<u>\$73,571,591</u>	<u>\$74,736,787</u>	<u>\$1,165,196</u>	<u>101.6%</u>

Once the Massachusetts Department of Revenue verifies and certifies the City's year-end financial results later this fall, funds will be available for any legal expenditure at the recommendation of the Mayor and approval of a majority vote of the City Council. All financial information contained in this report is presented on an unaudited basis and, as such, is subject to further adjustment until finalized. The audited financial statements will be filed with the City Clerk no later than March 1, 2018 in accordance with the City Charter.

Please feel free to contact me if you have any questions.

Attachments:

- Expenditure Summary (page 1)
- Expenditures by Budget Category (page 2)
- Revenue Summary (page 7)
- Revenue by Source (page 8)



City of Newburyport
FY2017 Year-End Expenditures by Budget Category

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	YTD EXPENDED	FY2017 ENCUMB.	REMAINING BUDGET	% USED
001 GENERAL FUND							
111 CITY COUNCIL	\$67,363	\$0	\$67,363	\$67,130	\$0	\$233	99.7%
121 MAYOR'S DEPARTMENT	\$282,168	\$0	\$282,168	\$282,031	\$0	\$137	100.0%
129 GENERAL ADMINISTRATION	\$407,032	-\$70,946	\$336,086	\$325,166	\$47	\$10,874	96.8%
135 AUDITOR'S DEPARTMENT	\$314,082	\$3,460	\$317,542	\$314,592	\$2,933	\$17	100.0%
141 ASSESSORS DEPARTMENT	\$276,517	\$26,280	\$302,798	\$279,018	\$0	\$23,780	92.1%
145 TREASURER'S DEPARTMENT	\$285,307	\$6,886	\$292,194	\$283,368	\$8,500	\$326	99.9%
151 INFO TECHNOLOGY DEPT	\$305,895	\$0	\$305,895	\$305,756	\$0	\$139	100.0%
152 HUMAN RESOURCES	\$271,813	\$1,950	\$273,763	\$253,978	\$1,061	\$18,724	93.2%
161 CITY CLERK'S DEPARTMENT	\$240,195	\$5,009	\$245,204	\$238,080	\$87	\$7,037	97.1%
163 BOARD OF REGISTRARS	\$44,131	\$4,000	\$48,131	\$46,873	\$0	\$1,257	97.4%
165 LICENSE COMMISSION	\$6,840	\$0	\$6,840	\$6,366	\$0	\$474	93.1%
171 CONSERVATION COMMISSION	\$1,800	\$0	\$1,800	\$1,800	\$0	\$0	100.0%
175 PLANNING BOARD	\$1,800	\$0	\$1,800	\$1,800	\$0	\$0	100.0%
176 ZONING BOARD	\$1,800	\$0	\$1,800	\$1,650	\$0	\$150	91.7%
182 PLANNING & DEVELOPMENT	\$311,333	\$3,324	\$314,657	\$308,275	\$6,182	\$200	99.9%
191 LEGAL DEPARTMENT	\$70,000	\$25,000	\$95,000	\$80,034	\$14,966	\$0	100.0%
210 POLICE DEPARTMENT	\$3,555,908	-\$29,000	\$3,526,908	\$3,447,506	\$0	\$79,402	97.7%
220 FIRE DEPARTMENT	\$3,537,462	\$108,920	\$3,646,382	\$3,643,029	\$2,961	\$393	100.0%
241 BUILDING DEPARTMENT	\$168,448	\$0	\$168,448	\$168,417	\$0	\$31	100.0%
291 EMERGENCY MANAGEMENT	\$28,150	\$0	\$28,150	\$23,914	\$1,053	\$3,183	88.7%
292 ANIMAL CONTROL	\$59,440	\$4,651	\$64,091	\$57,407	\$906	\$5,778	91.0%
293 PARKING CLERK DEPARTMENT	\$46,482	\$918	\$47,400	\$47,044	\$0	\$355	99.3%
300 SCHOOL DEPARTMENT	\$27,402,232	-\$42,000	\$27,360,232	\$25,257,445	\$2,102,787	\$0	100.0%
398 ESSEX NORTH SHORE TECH SCHOOL	\$55,000	\$0	\$55,000	\$36,500	\$0	\$18,500	66.4%
399 WHITTIER VO TECH SCHOOL	\$427,368	\$0	\$427,368	\$427,368	\$0	\$0	100.0%
421 PUBLIC SERVICES DEPARTMENT	\$2,682,390	\$46,855	\$2,729,245	\$2,641,652	\$45,300	\$42,293	98.5%
423 SNOW & ICE	\$200,000	\$233,604	\$433,604	\$433,604	\$0	\$0	100.0%
510 HEALTH DEPARTMENT	\$215,795	\$818	\$216,613	\$206,788	\$1,613	\$8,212	96.2%
519 SUSTAINABILITY	\$1,216,016	\$64,928	\$1,280,943	\$1,177,492	\$1,418	\$102,033	92.0%
541 COUNCIL ON AGING	\$287,204	\$793	\$287,996	\$280,707	\$1,732	\$5,557	98.1%
542 YOUTH SERVICES	\$292,051	\$0	\$292,051	\$282,913	\$930	\$8,208	97.2%
543 VETERANS' DEPARTMENT	\$304,651	\$0	\$304,651	\$299,372	\$0	\$5,279	98.3%
610 LIBRARY DEPARTMENT	\$1,314,372	\$0	\$1,314,372	\$1,306,880	\$0	\$7,492	99.4%
630 PARKS COMMISSION	\$195,708	\$0	\$195,708	\$195,419	\$288	\$0	100.0%
691 HISTORICAL COMMISSION	\$1,800	\$0	\$1,800	\$1,800	\$0	\$0	100.0%
710 DEBT EXCLUSION	\$3,237,248	\$0	\$3,237,248	\$3,237,248	\$0	\$0	100.0%
720 ORDINARY DEBT SERVICE	\$871,592	\$0	\$871,592	\$870,427	\$0	\$1,165	99.9%
911 RETIREMENT BOARD	\$3,752,884	\$26,906	\$3,779,790	\$3,779,790	\$0	\$0	100.0%
914 INSURANCE GROUP	\$8,950,403	\$63,050	\$9,013,453	\$8,788,284	\$5,099	\$220,070	97.6%
921 COMMISSION ON DISABILITY	\$2,703	\$0	\$2,703	\$2,647	\$0	\$56	97.9%
001 GENERAL FUND Total	\$61,693,385	\$485,404	\$62,178,789	\$59,409,571	\$2,197,862	\$571,356	99.1%
060 WATER ENTERPRISE FUND Total	\$5,143,412	\$115,671	\$5,259,084	\$4,978,193	\$74,532	\$206,358	96.1%
061 SEWER ENTERPRISE FUND Total	\$6,384,591	\$131,936	\$6,516,527	\$6,048,863	\$178,606	\$289,058	95.6%
6520 HARBORMASTER ENTERPRISE FUND Total	\$430,714	\$0	\$430,714	\$416,812	\$0	\$13,902	96.8%
TOTAL BUDGETARY FUNDS	\$73,652,102	\$733,011	\$74,385,113	\$70,853,439	\$2,451,000	\$1,080,674	98.5%



City of Newburyport FY2017 Year-End Expenditure Summary

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	YTD EXPENDED	FY2017 ENCUMB.	REMAINING BUDGET	% USED
001 GENERAL FUND							
111 CITY COUNCIL							
001 PERSONNEL SERVICES	\$60,863	\$0	\$60,863	\$60,767	\$0	\$96	99.8%
002 PURCHASE OF SERVICES	\$6,500	\$0	\$6,500	\$6,363	\$0	\$137	97.9%
111 CITY COUNCIL Total	\$67,363	\$0	\$67,363	\$67,130	\$0	\$233	99.7%
121 MAYOR'S DEPARTMENT							
001 PERSONNEL SERVICES	\$228,018	\$0	\$228,018	\$227,881	\$0	\$137	99.9%
002 PURCHASE OF SERVICES	\$39,150	\$0	\$39,150	\$39,150	\$0	\$0	100.0%
007 OTHER CHARGES & EXPENSES	\$15,000	\$0	\$15,000	\$15,000	\$0	\$0	100.0%
121 MAYOR'S DEPARTMENT Total	\$282,168	\$0	\$282,168	\$282,031	\$0	\$137	100.0%
129 GENERAL ADMINISTRATION							
001 PERSONNEL SERVICES	\$13,538	\$0	\$13,538	\$12,032	\$0	\$1,506	88.9%
002 PURCHASE OF SERVICES	\$147,500	\$0	\$147,500	\$139,315	\$47	\$8,139	94.5%
004 SUPPLIES	\$9,000	\$0	\$9,000	\$8,430	\$0	\$570	93.7%
007 OTHER CHARGES & EXPENSES	\$236,993	-\$70,946	\$166,047	\$165,389	\$0	\$658	99.6%
129 GENERAL ADMINISTRATION Total	\$407,032	-\$70,946	\$336,086	\$325,166	\$47	\$10,874	96.8%
135 AUDITOR'S DEPARTMENT							
001 PERSONNEL SERVICES	\$260,292	\$3,460	\$263,752	\$263,752	\$0	\$0	100.0%
002 PURCHASE OF SERVICES	\$52,000	\$0	\$52,000	\$49,068	\$2,933	\$0	100.0%
004 SUPPLIES	\$1,500	\$0	\$1,500	\$1,483	\$0	\$17	98.9%
007 OTHER CHARGES & EXPENSES	\$290	\$0	\$290	\$290	\$0	\$0	100.0%
135 AUDITOR'S DEPARTMENT Total	\$314,082	\$3,460	\$317,542	\$314,592	\$2,933	\$17	100.0%
141 ASSESSORS DEPARTMENT							
001 PERSONNEL SERVICES	\$207,692	\$1,280	\$208,973	\$189,932	\$0	\$19,041	90.9%
002 PURCHASE OF SERVICES	\$65,500	\$25,000	\$90,500	\$85,860	\$0	\$4,640	94.9%
004 SUPPLIES	\$3,325	\$0	\$3,325	\$3,226	\$0	\$99	97.0%
141 ASSESSORS DEPARTMENT Total	\$276,517	\$26,280	\$302,798	\$279,018	\$0	\$23,780	92.1%
145 TREASURER'S DEPARTMENT							
001 PERSONNEL SERVICES	\$240,157	\$6,886	\$247,044	\$247,044	\$0	\$0	100.0%
002 PURCHASE OF SERVICES	\$39,500	\$0	\$39,500	\$31,000	\$8,500	\$0	100.0%
004 SUPPLIES	\$3,800	\$0	\$3,800	\$3,674	\$0	\$126	96.7%
007 OTHER CHARGES & EXPENSES	\$1,850	\$0	\$1,850	\$1,650	\$0	\$200	89.2%
145 TREASURER'S DEPARTMENT Total	\$285,307	\$6,886	\$292,194	\$283,368	\$8,500	\$326	99.9%
151 INFO TECHNOLOGY DEPT							
001 PERSONNEL SERVICES	\$91,508	\$0	\$91,508	\$91,508	\$0	\$1	100.0%
002 PURCHASE OF SERVICES	\$212,787	\$0	\$212,787	\$212,787	\$0	\$0	100.0%
004 SUPPLIES	\$1,600	\$0	\$1,600	\$1,462	\$0	\$138	91.4%
151 INFO TECHNOLOGY DEPT Total	\$305,895	\$0	\$305,895	\$305,756	\$0	\$139	100.0%
152 HUMAN RESOURCES							
001 PERSONNEL SERVICES	\$133,593	\$0	\$133,593	\$133,593	\$0	\$0	100.0%
002 PURCHASE OF SERVICES	\$134,620	\$1,950	\$136,570	\$117,881	\$565	\$18,124	86.7%
004 SUPPLIES	\$3,000	\$0	\$3,000	\$2,504	\$496	\$0	100.0%
007 OTHER CHARGES & EXPENSES	\$600	\$0	\$600	\$0	\$0	\$600	0.0%
152 HUMAN RESOURCES Total	\$271,813	\$1,950	\$273,763	\$253,978	\$1,061	\$18,724	93.2%

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	YTD EXPENDED	FY2017 ENCUMB.	REMAINING BUDGET	% USED
161 CITY CLERK'S DEPARTMENT							
001 PERSONNEL SERVICES	\$228,095	\$4,009	\$232,104	\$226,032	\$0	\$6,072	97.4%
002 PURCHASE OF SERVICES	\$12,100	\$1,000	\$13,100	\$12,048	\$87	\$965	92.6%
161 CITY CLERK'S DEPARTMENT Total	\$240,195	\$5,009	\$245,204	\$238,080	\$87	\$7,037	97.1%
163 BOARD OF REGISTRARS							
001 PERSONNEL SERVICES	\$4,131	\$0	\$4,131	\$4,036	\$0	\$95	97.7%
007 OTHER CHARGES & EXPENSES	\$40,000	\$4,000	\$44,000	\$42,837	\$0	\$1,163	97.4%
163 BOARD OF REGISTRARS Total	\$44,131	\$4,000	\$48,131	\$46,873	\$0	\$1,257	97.4%
165 LICENSE COMMISSION							
001 PERSONNEL SERVICES	\$5,340	\$0	\$5,340	\$5,340	\$0	\$0	100.0%
007 OTHER CHARGES & EXPENSES	\$1,500	\$0	\$1,500	\$1,026	\$0	\$474	68.4%
165 LICENSE COMMISSION Total	\$6,840	\$0	\$6,840	\$6,366	\$0	\$474	93.1%
171 CONSERVATION COMMISSION							
001 PERSONNEL SERVICES	\$1,800	\$0	\$1,800	\$1,800	\$0	\$0	100.0%
171 CONSERVATION COMMISSION Total	\$1,800	\$0	\$1,800	\$1,800	\$0	\$0	100.0%
175 PLANNING BOARD							
001 PERSONNEL SERVICES	\$1,800	\$0	\$1,800	\$1,800	\$0	\$0	100.0%
175 PLANNING BOARD Total	\$1,800	\$0	\$1,800	\$1,800	\$0	\$0	100.0%
176 ZONING BOARD							
001 PERSONNEL SERVICES	\$1,800	\$0	\$1,800	\$1,650	\$0	\$150	91.7%
176 ZONING BOARD Total	\$1,800	\$0	\$1,800	\$1,650	\$0	\$150	91.7%
182 PLANNING & DEVELOPMENT							
001 PERSONNEL SERVICES	\$294,783	\$3,324	\$298,107	\$298,107	\$0	\$0	100.0%
002 PURCHASE OF SERVICES	\$12,000	\$0	\$12,000	\$5,800	\$6,000	\$200	98.3%
004 SUPPLIES	\$4,550	\$0	\$4,550	\$4,368	\$182	\$0	100.0%
182 PLANNING & DEVELOPMENT Total	\$311,333	\$3,324	\$314,657	\$308,275	\$6,182	\$200	99.9%
191 LEGAL DEPARTMENT							
002 PURCHASE OF SERVICES	\$70,000	\$25,000	\$95,000	\$80,034	\$14,966	\$0	100.0%
191 LEGAL DEPARTMENT Total	\$70,000	\$25,000	\$95,000	\$80,034	\$14,966	\$0	100.0%
210 POLICE DEPARTMENT							
001 PERSONNEL SERVICES	\$3,222,729	\$0	\$3,222,729	\$3,156,506	\$0	\$66,223	97.9%
002 PURCHASE OF SERVICES	\$157,329	\$0	\$157,329	\$157,254	\$0	\$75	100.0%
004 SUPPLIES	\$110,100	-\$23,500	\$86,600	\$73,855	\$0	\$12,745	85.3%
007 OTHER CHARGES & EXPENSES	\$14,750	\$0	\$14,750	\$14,717	\$0	\$33	99.8%
008 CAPITAL OUTLAY	\$51,000	-\$5,500	\$45,500	\$45,175	\$0	\$325	99.3%
210 POLICE DEPARTMENT Total	\$3,555,908	-\$29,000	\$3,526,908	\$3,447,506	\$0	\$79,402	97.7%
220 FIRE DEPARTMENT							
001 PERSONNEL SERVICES	\$3,264,012	\$108,920	\$3,372,932	\$3,372,649	\$283	\$0	100.0%
002 PURCHASE OF SERVICES	\$183,000	\$15,000	\$198,000	\$195,322	\$2,678	\$0	100.0%
004 SUPPLIES	\$85,000	-\$15,000	\$70,000	\$69,720	\$0	\$280	99.6%
007 OTHER CHARGES & EXPENSES	\$5,450	\$0	\$5,450	\$5,337	\$0	\$113	97.9%
220 FIRE DEPARTMENT Total	\$3,537,462	\$108,920	\$3,646,382	\$3,643,029	\$2,961	\$393	100.0%
241 BUILDING DEPARTMENT							
001 PERSONNEL SERVICES	\$168,448	\$0	\$168,448	\$168,417	\$0	\$31	100.0%
241 BUILDING DEPARTMENT Total	\$168,448	\$0	\$168,448	\$168,417	\$0	\$31	100.0%

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	YTD EXPENDED	FY2017 ENCUMB.	REMAINING BUDGET	% USED
291 EMERGENCY MANAGEMENT							
001 PERSONNEL SERVICES	\$13,050	\$0	\$13,050	\$13,038	\$0	\$12	99.9%
002 PURCHASE OF SERVICES	\$12,000	\$0	\$12,000	\$9,888	\$1,053	\$1,059	91.2%
004 SUPPLIES	\$1,100	\$0	\$1,100	\$800	\$0	\$300	72.7%
007 OTHER CHARGES & EXPENSES	\$2,000	\$0	\$2,000	\$188	\$0	\$1,812	9.4%
291 EMERGENCY MANAGEMENT Total	\$28,150	\$0	\$28,150	\$23,914	\$1,053	\$3,183	88.7%
292 ANIMAL CONTROL							
001 PERSONNEL SERVICES	\$49,010	\$4,651	\$53,661	\$50,112	\$0	\$3,549	93.4%
002 PURCHASE OF SERVICES	\$7,840	\$0	\$7,840	\$5,318	\$906	\$1,617	79.4%
004 SUPPLIES	\$2,290	\$0	\$2,290	\$1,677	\$0	\$613	73.2%
007 OTHER CHARGES & EXPENSES	\$300	\$0	\$300	\$300	\$0	\$0	100.0%
292 ANIMAL CONTROL Total	\$59,440	\$4,651	\$64,091	\$57,407	\$906	\$5,778	91.0%
293 PARKING CLERK DEPARTMENT							
001 PERSONNEL SERVICES	\$46,482	\$918	\$47,400	\$47,044	\$0	\$355	99.3%
293 PARKING CLERK DEPARTMENT Total	\$46,482	\$918	\$47,400	\$47,044	\$0	\$355	99.3%
300 SCHOOL DEPARTMENT							
002 PURCHASE OF SERVICES	\$27,402,232	-\$42,000	\$27,360,232	\$25,257,445	\$2,102,787	\$0	100.0%
300 SCHOOL DEPARTMENT Total	\$27,402,232	-\$42,000	\$27,360,232	\$25,257,445	\$2,102,787	\$0	100.0%
398 ESSEX NORTH SHORE TECH SCHOOL							
002 PURCHASE OF SERVICES	\$55,000	\$0	\$55,000	\$36,500	\$0	\$18,500	66.4%
398 ESSEX NORTH SHORE TECH SCHOOL Tot:	\$55,000	\$0	\$55,000	\$36,500	\$0	\$18,500	66.4%
399 WHITTIER VO TECH SCHOOL							
002 PURCHASE OF SERVICES	\$427,368	\$0	\$427,368	\$427,368	\$0	\$0	100.0%
399 WHITTIER VO TECH SCHOOL Total	\$427,368	\$0	\$427,368	\$427,368	\$0	\$0	100.0%
421 PUBLIC SERVICES DEPARTMENT							
001 PERSONNEL SERVICES	\$1,688,198	-\$40,145	\$1,648,053	\$1,629,845	\$0	\$18,208	98.9%
002 PURCHASE OF SERVICES	\$465,587	\$57,000	\$522,587	\$468,477	\$38,200	\$15,910	97.0%
004 SUPPLIES	\$247,865	\$30,000	\$277,865	\$262,785	\$7,100	\$7,980	97.1%
008 CAPITAL OUTLAY	\$280,740	\$0	\$280,740	\$280,545	\$0	\$195	99.9%
421 PUBLIC SERVICES DEPARTMENT Total	\$2,682,390	\$46,855	\$2,729,245	\$2,641,652	\$45,300	\$42,293	98.5%
423 SNOW & ICE							
001 PERSONNEL SERVICES	\$100,000	\$41,202	\$141,202	\$141,202	\$0	\$0	100.0%
002 PURCHASE OF SERVICES	\$100,000	\$192,402	\$292,402	\$292,402	\$0	\$0	100.0%
423 SNOW & ICE Total	\$200,000	\$233,604	\$433,604	\$433,604	\$0	\$0	100.0%
510 HEALTH DEPARTMENT							
001 PERSONNEL SERVICES	\$170,432	\$818	\$171,249	\$171,009	\$0	\$240	99.9%
002 PURCHASE OF SERVICES	\$38,364	\$0	\$38,364	\$30,546	\$1,325	\$6,493	83.1%
004 SUPPLIES	\$5,000	\$0	\$5,000	\$4,185	\$288	\$527	89.5%
007 OTHER CHARGES & EXPENSES	\$2,000	\$0	\$2,000	\$1,048	\$0	\$952	52.4%
510 HEALTH DEPARTMENT Total	\$215,795	\$818	\$216,613	\$206,788	\$1,613	\$8,212	96.2%
519 SUSTAINABILITY							
001 PERSONNEL SERVICES	\$89,766	\$12,928	\$102,693	\$97,749	\$0	\$4,945	95.2%
002 PURCHASE OF SERVICES	\$1,125,350	\$52,000	\$1,177,350	\$1,078,909	\$1,418	\$97,023	91.8%
004 SUPPLIES	\$900	\$0	\$900	\$834	\$0	\$66	92.7%
519 SUSTAINABILITY Total	\$1,216,016	\$64,928	\$1,280,943	\$1,177,492	\$1,418	\$102,033	92.0%

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	YTD EXPENDED	FY2017 ENCUMB.	REMAINING BUDGET	% USED
541 COUNCIL ON AGING							
001 PERSONNEL SERVICES	\$244,704	\$793	\$245,496	\$245,280	\$0	\$216	99.9%
002 PURCHASE OF SERVICES	\$29,500	\$0	\$29,500	\$22,427	\$1,732	\$5,341	81.9%
004 SUPPLIES	\$13,000	\$0	\$13,000	\$13,000	\$0	\$0	100.0%
541 COUNCIL ON AGING Total	\$287,204	\$793	\$287,996	\$280,707	\$1,732	\$5,557	98.1%
542 YOUTH SERVICES							
001 PERSONNEL SERVICES	\$184,721	\$0	\$184,721	\$178,133	\$0	\$6,588	96.4%
002 PURCHASE OF SERVICES	\$22,800	\$0	\$22,800	\$21,180	\$0	\$1,620	92.9%
007 OTHER CHARGES & EXPENSES	\$84,530	\$0	\$84,530	\$83,600	\$930	\$0	100.0%
542 YOUTH SERVICES Total	\$292,051	\$0	\$292,051	\$282,913	\$930	\$8,208	97.2%
543 VETERANS' DEPARTMENT							
001 PERSONNEL SERVICES	\$125,511	\$0	\$125,511	\$125,511	\$0	\$0	100.0%
002 PURCHASE OF SERVICES	\$5,720	\$0	\$5,720	\$3,309	\$0	\$2,411	57.9%
007 OTHER CHARGES & EXPENSES	\$173,420	\$0	\$173,420	\$170,552	\$0	\$2,868	98.3%
543 VETERANS' DEPARTMENT Total	\$304,651	\$0	\$304,651	\$299,372	\$0	\$5,279	98.3%
610 LIBRARY DEPARTMENT							
001 PERSONNEL SERVICES	\$1,012,482	-\$20,000	\$992,482	\$986,134	\$0	\$6,349	99.4%
002 PURCHASE OF SERVICES	\$301,890	\$20,000	\$321,890	\$320,746	\$0	\$1,144	99.6%
610 LIBRARY DEPARTMENT Total	\$1,314,372	\$0	\$1,314,372	\$1,306,880	\$0	\$7,492	99.4%
630 PARKS COMMISSION							
001 PERSONNEL SERVICES	\$147,708	\$10,000	\$157,708	\$157,708	\$0	\$0	100.0%
002 PURCHASE OF SERVICES	\$43,000	-\$10,000	\$33,000	\$32,712	\$288	\$0	100.0%
004 SUPPLIES	\$5,000	\$0	\$5,000	\$5,000	\$0	\$0	100.0%
630 PARKS COMMISSION Total	\$195,708	\$0	\$195,708	\$195,419	\$288	\$0	100.0%
691 HISTORICAL COMMISSION							
001 PERSONNEL SERVICES	\$1,800	\$0	\$1,800	\$1,800	\$0	\$0	100.0%
691 HISTORICAL COMMISSION Total	\$1,800	\$0	\$1,800	\$1,800	\$0	\$0	100.0%
710 DEBT EXCLUSION							
009 DEBT SERVICE	\$3,237,248	\$0	\$3,237,248	\$3,237,248	\$0	\$0	100.0%
710 DEBT EXCLUSION Total	\$3,237,248	\$0	\$3,237,248	\$3,237,248	\$0	\$0	100.0%
720 ORDINARY DEBT SERVICE							
009 DEBT SERVICE	\$871,592	\$0	\$871,592	\$870,427	\$0	\$1,165	99.9%
720 ORDINARY DEBT SERVICE Total	\$871,592	\$0	\$871,592	\$870,427	\$0	\$1,165	99.9%
911 RETIREMENT BOARD							
001 PERSONNEL SERVICES	\$3,752,884	\$26,906	\$3,779,790	\$3,779,790	\$0	\$0	100.0%
911 RETIREMENT BOARD Total	\$3,752,884	\$26,906	\$3,779,790	\$3,779,790	\$0	\$0	100.0%
914 INSURANCE GROUP							
001 PERSONNEL SERVICES	\$8,950,403	\$63,050	\$9,013,453	\$8,788,284	\$5,099	\$220,070	97.6%
914 INSURANCE GROUP Total	\$8,950,403	\$63,050	\$9,013,453	\$8,788,284	\$5,099	\$220,070	97.6%
921 COMMISSION ON DISABILITY							
001 PERSONNEL SERVICES	\$2,703	\$0	\$2,703	\$2,647	\$0	\$56	97.9%
921 COMMISSION ON DISABILITY Total	\$2,703	\$0	\$2,703	\$2,647	\$0	\$56	97.9%
001 GENERAL FUND Total	\$61,693,385	\$485,404	\$62,178,789	\$59,409,571	\$2,197,862	\$571,356	99.1%

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	YTD EXPENDED	FY2017 ENCUMB.	REMAINING BUDGET	% USED
060 WATER ENTERPRISE FUND							
450 WATER DEPARTMENT							
001 PERSONNEL SERVICES	\$2,050,968	\$1,171	\$2,052,139	\$1,929,559	\$0	\$122,581	94.0%
002 PURCHASE OF SERVICES	\$786,601	\$0	\$786,601	\$714,687	\$33,424	\$38,489	95.1%
004 SUPPLIES	\$212,747	\$0	\$212,747	\$163,919	\$41,108	\$7,719	96.4%
007 OTHER CHARGES & EXPENSES	\$88,220	\$114,500	\$202,720	\$191,859	\$0	\$10,862	94.6%
008 CAPITAL OUTLAY	\$150,000	\$0	\$150,000	\$135,547	\$0	\$14,453	90.4%
009 DEBT SERVICE	\$1,854,876	\$0	\$1,854,876	\$1,842,622	\$0	\$12,254	99.3%
450 WATER DEPARTMENT Total	\$5,143,412	\$115,671	\$5,259,084	\$4,978,193	\$74,532	\$206,358	96.1%
060 WATER ENTERPRISE FUND Total	\$5,143,412	\$115,671	\$5,259,084	\$4,978,193	\$74,532	\$206,358	96.1%
061 SEWER ENTERPRISE FUND							
440 SEWER DEPARTMENT							
001 PERSONNEL SERVICES	\$2,206,831	\$1,171	\$2,208,002	\$2,081,494	\$0	\$126,508	94.3%
002 PURCHASE OF SERVICES	\$1,304,717	\$0	\$1,304,717	\$1,151,532	\$124,849	\$28,336	97.8%
004 SUPPLIES	\$302,868	\$0	\$302,868	\$220,786	\$48,273	\$33,809	88.8%
007 OTHER CHARGES & EXPENSES	\$73,900	\$130,765	\$204,665	\$196,287	\$0	\$8,378	95.9%
008 CAPITAL OUTLAY	\$266,000	\$0	\$266,000	\$168,488	\$5,485	\$92,027	65.4%
009 DEBT SERVICE	\$2,230,275	\$0	\$2,230,275	\$2,230,275	\$0	\$0	100.0%
440 SEWER DEPARTMENT Total	\$6,384,591	\$131,936	\$6,516,527	\$6,048,863	\$178,606	\$289,058	95.6%
061 SEWER ENTERPRISE FUND Total	\$6,384,591	\$131,936	\$6,516,527	\$6,048,863	\$178,606	\$289,058	95.6%
6520 HARBORMASTER ENTERPRISE FUND							
295 HARBORMASTER DEPARTMENT							
001 PERSONNEL SERVICES	\$249,164	\$0	\$249,164	\$241,820	\$0	\$7,343	97.1%
002 PURCHASE OF SERVICES	\$42,900	\$0	\$42,900	\$37,039	\$0	\$5,861	86.3%
004 SUPPLIES	\$18,200	\$0	\$18,200	\$17,995	\$0	\$205	98.9%
007 OTHER CHARGES & EXPENSES	\$6,075	\$0	\$6,075	\$6,075	\$0	\$0	100.0%
008 CAPITAL OUTLAY	\$50,000	\$0	\$50,000	\$49,508	\$0	\$492	99.0%
009 DEBT SERVICE	\$64,375	\$0	\$64,375	\$64,375	\$0	\$0	100.0%
010 OTHER FINANCING USES	\$0	\$0	\$0	\$0	\$0	\$0	
295 HARBORMASTER DEPARTMENT Total	\$430,714	\$0	\$430,714	\$416,812	\$0	\$13,902	96.8%
6520 HARBORMASTER ENTERPRISE FUND Total	\$430,714	\$0	\$430,714	\$416,812	\$0	\$13,902	96.8%
TOTAL BUDGETARY FUNDS	\$73,652,102	\$733,011	\$74,385,113	\$70,853,439	\$2,451,000	\$1,080,674	98.5%



City of Newburyport FY2017 Year-End Revenue Summary

	ESTIMATE	ACTUAL	OVER/(BELOW)	% OF ESTIMATE
001 GENERAL FUND				
412 REAL ESTATE TAX REVENUE	\$51,935,736	\$51,553,233	-\$382,503	99.3%
411 PER PROP TAX REVENUE	\$682,417	\$662,533	-\$19,884	97.1%
401 MOTOR VEHICLE EXCISE	\$2,350,000	\$2,707,801	\$357,801	115.2%
402 OTHER EXCISE	\$685,000	\$920,895	\$235,895	134.4%
403 PEN/INT ON TAX & EXCISE	\$320,000	\$296,694	-\$23,306	92.7%
404 PAYMENT IN LIEU TAXES	\$60,000	\$61,351	\$1,351	102.3%
410 FEES	\$400,000	\$342,048	-\$57,952	85.5%
416 OTHER DEPARTMENT REVENUE	\$55,000	\$64,393	\$9,393	117.1%
417 LICENSES/PERMITS	\$675,000	\$1,011,209	\$336,209	149.8%
419 FINES & FORFEITS	\$10,000	\$13,994	\$3,994	139.9%
420 INVESTMENT INCOME	\$130,000	\$205,378	\$75,378	158.0%
421 MISCELLANEOUS RECURRING	\$138,000	\$159,827	\$21,827	115.8%
422 MISCELLANEOUS NON-RECURRING	\$0	\$170,574	\$170,574	
460 STATE AID	\$4,169,379	\$4,311,955	\$142,576	103.4%
001 GENERAL FUND Total	<u>\$61,610,532</u>	<u>\$62,481,887</u>	<u>\$871,354</u>	<u>101.4%</u>
060 WATER ENTERPRISE FUND Total	<u>\$5,144,584</u>	<u>\$5,286,765</u>	<u>\$142,182</u>	<u>102.8%</u>
061 SEWER ENTERPRISE FUND Total	<u>\$6,385,762</u>	<u>\$6,469,521</u>	<u>\$83,759</u>	<u>101.3%</u>
6520 HARBORMASTER ENTERPRISE FUND Total	<u>\$430,714</u>	<u>\$498,615</u>	<u>\$67,901</u>	<u>115.8%</u>
TOTAL BUDGETARY FUNDS	<u>\$73,571,591</u>	<u>\$74,736,787</u>	<u>\$1,165,196</u>	<u>101.6%</u>



**City of Newburyport
FY2017 Year-End Revenue by Source**

	ESTIMATE	ACTUAL	OVER/(BELOW)	% OF ESTIMATE
001 GENERAL FUND				
412 REAL ESTATE TAX REVENUE				
REAL ESTATE TAX REVENUE	\$51,935,736	\$51,553,233	-\$382,503	99.3%
412 REAL ESTATE TAX REVENUE Total	\$51,935,736	\$51,553,233	-\$382,503	99.3%
411 PER PROP TAX REVENUE				
PERS PROP TAX REVENUE	\$682,417	\$662,533	-\$19,884	97.1%
411 PER PROP TAX REVENUE Total	\$682,417	\$662,533	-\$19,884	97.1%
401 MOTOR VEHICLE EXCISE				
MOTOR VEHICLE REVENUE	\$2,350,000	\$2,707,801	\$357,801	115.2%
401 MOTOR VEHICLE EXCISE Total	\$2,350,000	\$2,707,801	\$357,801	115.2%
402 OTHER EXCISE				
MEALS EXCISE	\$485,000	\$591,292	\$106,292	121.9%
CO MA ROOM OCCUPANCY	\$100,000	\$220,859	\$120,859	220.9%
CO MA URBAN REDEVELOPMENT	\$100,000	\$108,744	\$8,744	108.7%
402 OTHER EXCISE Total	\$685,000	\$920,895	\$235,895	134.4%
403 PEN/INT ON TAX & EXCISE				
INT/PEN PP/RE TAX REV	\$160,000	\$140,518	-\$19,482	87.8%
CO MA REG MOTOR VEHICLES	\$60,000	\$45,893	-\$14,107	76.5%
INT/PEN MV/BT EXCISE	\$60,000	\$71,783	\$11,783	119.6%
INT ON TAX TITLES	\$40,000	\$37,024	-\$2,976	92.6%
INT/PEN SA PI - SWR	\$0	\$778	\$778	
INT/PEN SA PI - WTR	\$0	\$620	\$620	
INT/PEN DEFERRED RE TAXES	\$0	\$0	\$0	
INT/PEN SA LOW ST	\$0	\$79	\$79	
403 PEN/INT ON TAX & EXCISE Total	\$320,000	\$296,694	-\$23,306	92.7%
404 PAYMENT IN LIEU TAXES				
PAYMENT IN LIEU TAXES	\$60,000	\$61,351	\$1,351	102.3%
404 PAYMENT IN LIEU TAXES Total	\$60,000	\$61,351	\$1,351	102.3%
410 FEES				
TAX TITLE REVENUE	\$260,000	\$196,109	-\$63,891	75.4%
FIRE MASTER BOX CONNECTION FEE	\$85,000	\$83,100	-\$1,900	97.8%
OFF DUTY FEES	\$25,000	\$33,327	\$8,327	133.3%
MUNICIPAL LIENS	\$23,000	\$23,900	\$900	103.9%
REGISTRY FEES	\$7,000	\$5,577	-\$1,423	79.7%
OTHER FEES	\$0	\$35	\$35	
410 FEES Total	\$400,000	\$342,048	-\$57,952	85.5%
416 OTHER DEPARTMENT REVENUE				
COPIES/RECORDINGS	\$47,000	\$50,738	\$3,738	108.0%
BUSINESS CERTIFICATES	\$5,000	\$8,610	\$3,610	172.2%

	ESTIMATE	ACTUAL	OVER/(BELOW)	% OF ESTIMATE
ZONING/ORDINANCES	\$3,000	\$5,045	\$2,045	168.2%
416 OTHER DEPARTMENT REVENUE Total	\$55,000	\$64,393	\$9,393	117.1%
417 LICENSES/PERMITS				
BLDG DEPT ALTERATION PERMITS	\$240,000	\$510,239	\$270,239	212.6%
LICENSE FEES	\$190,000	\$210,913	\$20,913	111.0%
BUILDING PERMITS	\$80,000	\$74,597	-\$5,403	93.2%
OTHER PERMITS	\$60,000	\$58,140	-\$1,860	96.9%
CLK PASSPORT	\$30,000	\$47,735	\$17,735	159.1%
BLDG DEPT OTHER PERMITS	\$25,900	\$25,513	-\$387	98.5%
FIRE PERMITS	\$15,000	\$16,840	\$1,840	112.3%
DOG LICENSES	\$11,500	\$12,565	\$1,065	109.3%
ROAD OPENING PERMIT DPW	\$10,000	\$28,672	\$18,672	286.7%
UTILITY CONTRACTORS LIC DPW	\$8,000	\$10,200	\$2,200	127.5%
MARRIAGE LICENSES	\$3,000	\$5,040	\$2,040	168.0%
AUCTION LIC/PERMITS	\$650	\$85	-\$565	13.1%
LICENSES/PERMITS DPW	\$500	\$4,405	\$3,905	881.0%
RAFFLE PERMITS	\$400	\$375	-\$25	93.8%
UTILITY PERMITS	\$50	\$5,380	\$5,330	10760.0%
OTHER LICENSES	\$0	-\$35	-\$35	
STORM WATER PERMIT FEES	\$0	\$544	\$544	
417 LICENSES/PERMITS Total	\$675,000	\$1,011,209	\$336,209	149.8%
419 FINES & FORFEITS				
COURT FINES	\$6,000	\$12,529	\$6,529	208.8%
PARKING FINES	\$4,000	\$1,465	-\$2,535	36.6%
419 FINES & FORFEITS Total	\$10,000	\$13,994	\$3,994	139.9%
420 INVESTMENT INCOME				
CO MA DIV MEDICAL ASSISTANCE	\$85,000	\$139,110	\$54,110	163.7%
INT ON INVESTMENTS	\$45,000	\$60,015	\$15,015	133.4%
SALE OF MUNICIPAL PROPERTY	\$0	\$2,000	\$2,000	
POL INCIDENT/ACCIDENTS	\$0	\$2,128	\$2,128	
CO MA EMERGENCY MANAGEMENT	\$0	\$2,125	\$2,125	
420 INVESTMENT INCOME Total	\$130,000	\$205,378	\$75,378	158.0%
421 MISCELLANEOUS RECURRING Total	\$138,000	\$159,827	\$21,827	115.8% *
422 MISCELLANEOUS NON-RECURRING Total	\$0	\$170,574	\$170,574	**
460 STATE AID Total	\$4,169,379	\$4,311,955	\$142,576	103.4%
001 GENERAL FUND Total	\$61,610,532	\$62,481,887	\$871,354	101.4%

	ESTIMATE	ACTUAL	OVER/(BELOW)	% OF ESTIMATE
060 WATER ENTERPRISE FUND				
UTILITY BILLING/METERS	\$4,849,584	\$4,916,336	\$66,752	101.4%
MISC FEES	\$200,000	\$246,335	\$46,335	123.2%
WATER LIENS	\$70,000	\$83,265	\$13,265	119.0%
PENALTIES/INTEREST	\$25,000	\$25,806	\$806	103.2%
MISC NON-RECURRING	\$0	\$15,023	\$15,023	
060 WATER ENTERPRISE FUND Total	<u>\$5,144,584</u>	<u>\$5,286,765</u>	<u>\$142,182</u>	<u>102.8%</u>
061 SEWER ENTERPRISE FUND				
UTILITY BILLING/METERS	\$6,185,762	\$6,076,738	-\$109,023	98.2%
SEWER LIENS	\$80,000	\$112,961	\$32,961	141.2%
MISC FEES	\$75,000	\$134,454	\$59,454	179.3%
PENALTIES/INTEREST	\$30,000	\$34,143	\$4,143	113.8%
INDUSTRIAL PRETREATMNT	\$15,000	\$13,007	-\$1,993	86.7%
MISC NON-RECURRING	\$0	\$98,217	\$98,217	
061 SEWER ENTERPRISE FUND Total	<u>\$6,385,762</u>	<u>\$6,469,521</u>	<u>\$83,759</u>	<u>101.3%</u>
6520 HARBORMASTER ENTERPRISE FUND				
WATERWAY PERMITS	\$135,000	\$164,803	\$29,803	122.1%
PLUM ISLAND PARKING	\$80,000	\$93,104	\$13,104	116.4%
WATERFRONT DOCKS	\$75,000	\$81,205	\$6,205	108.3%
BOAT EXCISE	\$70,714	\$73,589	\$2,875	104.1%
CASHMAN PARK	\$40,000	\$42,776	\$2,776	106.9%
VESSEL CHARGES	\$20,000	\$32,907	\$12,907	164.5%
PENALTIES/INTEREST	\$5,000	\$4,131	-\$869	82.6%
FISH PIER	\$3,000	\$5,200	\$2,200	173.3%
SHELLFISH PERMITS	\$2,000	\$700	-\$1,300	35.0%
VIOLATIONS	\$0	\$200	\$200	
6520 HARBORMASTER ENTERPRISE FUND Total	<u>\$430,714</u>	<u>\$498,615</u>	<u>\$67,901</u>	<u>115.8%</u>
TOTAL BUDGETARY FUNDS	<u>\$73,571,591</u>	<u>\$74,736,787</u>	<u>\$1,165,196</u>	<u>101.6%</u>

* 421 Miscellaneous Recurring Revenue: Cell tower lease payments (\$29,900), Veterans Services (\$89,208), Animal Control (\$15,000), FWS Refuge Revenue Sharing (\$25,719).

** 422 Miscellaneous Non-Recurring Revenue: FEMA Reimbursement (\$86,064), Bond Premiums (\$47,015), Unemployment Reimbursement (\$13,438), Prior Year Refund (\$10,034), Claimed Funds (\$8,648), Other Small One-Time Receipts (\$5,376).

**APPOINTMENTS
FIRST READING**



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2017 AUG 21 PM 3:18

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: August 21, 2017
Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as an Alternate member of the Water/Sewer Commission. This term will expire August 1, 2019.

Charles C. Kennedy
167 Water Street
Newburyport, MA 01950

Charles C. Kennedy
167 Water Street
Newburyport, MA 01950
978-255-2386
chuckanzie@gmail.com

July 14, 2017

To: Mayor's Office

Town Hall

Newburyport, MA

Subject: Application for Water & Sewer Commission

You will note from the attached resume that I possess over 40 years' experience in a variety of management positions. I firmly believe that this experience will enable me to make a valuable contribution to my city. My background in valves and process control equipment, particularly in water distribution and wastewater treatment will make my learning curve swift and vertical in understanding the problems and opportunities.

So, why am I interested in a seat on the commission? My property overlooks the Wastewater Treatment Plant. I have become the neighborhood spokesman when problems arise. My family company, Kennedy Valve, manufactures fire hydrants and valves for water distribution. I find it hard to believe that the city must spend millions to replace fire hydrants on Plum Island. Perhaps I can be of assistance.


Chuck Kennedy

Charles C. Kennedy
167 Water Street
Newburyport, MA 01950
(978) 255-2386
chuckanzie@gmail.com

EXPERIENCE

- 167 Water Bed & Breakfast – Newburyport** 2006 – Present
- U.S. Embassy – Dakar, Senegal** 2003-2006
Real Estate Div., GSO: Responsible for finding properties, negotiating with landlords, and overseeing maintenance in French language.
- Suffolk University – Dakar, Senegal** 2003-2005
Adjunct Professor – Marketing and English
- Asahi /America Malden, MA** 1993 - 2003
District Manager - Northeast(Plastic Valves, Meters and Piping Systems)
- Responsible for over \$3 million sales for all products in New England and New York state
 - Select, train and oversee sales activities of representatives and distributors
 - Conduct educational seminars for engineering firms
- National Sales Manager: Controls Division(Valve Actuators and Control Valves)*
- Developed strategies for and launched new products to North, South and Central American markets
 - Selected and trained distributors and representatives in new product use and sales strategies
 - Developed all marketing, promotional materials and plans for these new products
- Atwood & Morrill Co., Inc. Salem, MA** 1990 - 1993
National Sales Manager(High Pressure Valves for Power Plants)
- Directed the activities of 24 manufacturer reps and 4 sales engineers
 - Designed and conducted training seminars for both internal staff and external clients
- Kentrol / Kennedy Flow Controls Ballston Spa, NY** 1985 - 1990
Owner / Manager
- Founded a representative / distributor company of Process Control Products: valves, instrumentation, systems
 - Directed annual sales activities of \$1.2 million with a staff of 4
- Kamyr-Neles, Inc. Glens Falls, NY** 1982 - 1985
Regional Sales Manager(Metal-Seated Rotary Valves for Pulp & Paper/Oil & Gas)
- Supervised 11 manufacturer reps and 5 direct salesmen
 - Designed and implemented sales and product training

Worcester Controls West Boylston, MA 1976 - 1982
Area Sales Manager(Quarter-Turn Valves)
· Worked with distributors, end users and specifying engineers to grow sales from \$255,000 to \$1.7 million in Western PA, Eastern Ohio, W VA.

Renson et Cie. Charleroi, Belgium 6/1975 - 8/1976
European Sales Manager
· Responsible for launching manufacturing and sales of product technology transferred from United States - all conducted in French
· Established representatives throughout Western Europe

Kennedy Valve Mfg. Co. Inc. Elmira, NY 1963-1975
Product Manager, Assistant Sales Manager, Western Regional Sales Manager, Systems Engineer, Manager- Industrial Relations, Manager-Human Resources, District Sales Manager

PUBLICATIONS and ASSOCIATIONS

“Failsafe Actuators”, Encyclopedia of Chemical Processing and Design, June 1997.

“Use of Thermoplastic Valves in Copper Refining”, Mining Age, April 1996.

“Emergency! Assuring Failsafe Actuation”, INTECH Magazine, July 1995.

Instrument Society of America - Past Section President

International Society for Pharmaceutical Engineering – Member

American Water Works Association - Member

EDUCATION

MBA Syracuse University
BA Hamilton College
Loomis

MILITARY

US Army

**END OF CONSENT AGENDA
BEGINNING OF REGULAR AGENDA**

TRANSFERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

EMERGENCY PREAMBLE

Pursuant to Charter Section 2-9 (b) and as further defined in Section 1-7(7) an emergency exists due to the fact that the matter referenced in TRAN042_08_28_17, a Transfer of monies to mitigate an hydraulic oil leak, is time sensitive and should be completed before the next Council meeting on September 11, 2017.

Therefore, the City Council hereby affirmatively declares that an emergency exists such that TRAN042_08_28_17 may be voted upon at its first introduction to this Council.

Councillor Charles F. Tontar



City of Newburyport
FY 2018
BUDGET TRANSFER REQUEST

RECEIVED
 CITY CLERK'S OFFICE
 NEWBURYPORT, MA

AUG 22 PM 3:04

Department: Department of Public Services

Submitted by: Anthony Furnari, Director

Date Submitted: 8/28/2017

Transfer From:

Account Name	<u>Rsv Appr - DPS Gasoline</u>	YTD Bal:	<u>\$ 139,283.49</u>
Account Number:	<u>2722-59600</u>	Category:	<u></u>
Amount:	<u>\$78,223.00</u>	Trans I/O:	<u></u>
Why are Funds Available:	<u>This receipts reserved for appropriation account is funded by charges to departments for use of the City's fuel pump. Funds are available for appropriation at the recommendation of the Mayor and with approval by the City Council.</u>		

Transfer To:

Account Name	<u>Hydraulic Oil Leak Clean-Up/Mitigation</u>	YTD Bal:	<u></u>
Account Number:	<u>New account</u>	Category:	<u></u>
Amount:	<u>\$78,223.00</u>	Trans I/O:	<u></u>
Why are Funds Required:	<u>During a planned replacement of the City's vehicle lift, a significant hydraulic oil leak was discovered, which required emergency clean-up and mitigation per MassDEP requirements. See attached explanatory memorandum.</u>		

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

Donna D. Holaday
Ethan R. Manning

Date: 8/20/17
 Date: 8/22/17



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: Mayor Donna D. Holaday
Date: August 22, 2017
Subject: DPS –Hydraulic Oil Leak Clean-Up/Mitigation Transfer

The Department of Public Services recently discovered that the City's only large truck vehicle repair lift had become inoperative. The lift, which was installed when the building was built over 27 years ago, has served DPS very well over its lifespan. Without this piece of equipment, DPS would be unable to conduct repairs on any of its larger vehicles that require lifting. The lift is an essential component of the City's garage and, without it, City vehicles would have to be sent out to private repair shops at costs 200% to 500% higher than it costs DPS to perform the repairs in-house.

Due to the age of this lift and the current state safety requirements, it would not be cost effective to repair such an old piece of equipment. As a result, DPS solicited three quotes so that the lift could be replaced.

The replacement started this spring, however during the planned replacement of the lift, it was discovered that hydraulic oil had been leaking from the lifting equipment into the ground. Upon notification of this leak from the contractor, Director Tony Furnari notified MassDEP immediately and work was halted until there was a plan of action to address the leaked oil. Due to the severity of the leak, DPS also contacted National Response Corporation (formerly Enpro) the same day for emergency assistance. NRC responded within 24 hours and over the next few weeks worked with DPS to prepare a plan of action, as well as, all MassDEP permitting required for this type of situation.

The added expense from the oil leak was not included in the scope of the lift replacement, but once discovered, DPS had no option but to address the leak without delay and gave NRC approval to start the removal and mitigation of this contaminated soil. The majority of the work has been completed with some additional monitoring wells and reporting still remaining, but overall, we believe the majority of contaminated soil has been removed. Any soil remaining will be treated by the course of action defined in our MassDEP permit.

Below is a summary of the scope of work:

Task	Amount
Oversight of Hydraulic Lift Excavation (NRC)	\$11,744
Soil Transportation and Disposal (NRC)	\$13,167
Water Disposal (NRC)	\$14,284
Monitoring Well Installation and Groundwater Sampling (NRC)	\$11,853
MCP Submittals and Project Correspondence (NRC)	\$9,525
Excavation/Contaminated Soil Removal (Lift Works Corp)	\$17,650
Total	\$78,223

As stated above, this unforeseen clean-up was not originally budgeted, but is mandated by MassDEP. To fund this emergency clean-up and pay both contractors for the work completed, I respectfully request a transfer of \$78,223 from the "Receipts Reserved for Appropriation DPS Gasoline" account. Copies of the estimate/invoices are attached to this memo, which cannot be paid until this transfer is approved.

Thank you for your consideration.

TABULATION OF ESTIMATED COST RANGE

Date: July 14, 2017

Prepared for: Mr. Anthony Furnari, Director

City of Newburyport, Department of Public Services

Scope of Service: Excavation Oversight at Hydraulic Lift

Location: Public Works Garage, 16A Perry Way, Newburyport, MA

Prepared By: Tim Warr, Senior Project Manager, NRC



Item	Description	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	ESTIMATED TOTAL PRICE		
Task One: Oversee Hydraulic Lift Excavation of 13' x 12' x 10' deep. Assumes up to five days of oversight.							
Labor and Equipment:							
	Senior Project Manager/LSP	40 to 50	HOURS	115	4,600 to 5,750		
	Travel Vehicle with Sampling Equipment	5 to 7	DAY	150	750 to 1,050		
Sub Lab:							
	Disposal Characterization Sample (rush analysis)	1 to 1	EACH	1,100	1,100 to 1,100		
	Extractable Petroleum Hydrocarbons	5 to 5	EACH	225	1,125 to 1,125		
	Volatile Petroleum Hydrocarbons	5 to 5	EACH	125	625 to 625		
	RCRA 5 Metals	5 to 5	EACH	115	575 to 575		
	PCBs	0 to 5	EACH	100	0 to 500		
	EIS Fee 9.5%	1 to 1	FEE	%	834 to 1,019		
Task One Estimated Cost:					\$9,609	to	\$11,744
Task Two: Soil Transportation and Disposal							
Mobilization of Seven Roll-Off Containers							
	Roll-Off Truck and Driver	12 to 14	HOURS	140	1,680 to 1,960		
	Roll-Off Container Rental	60 to 70	DAY	20	1,200 to 1,400		
	Roll-Off Liners	6 to 7	EACH	145	870 to 1,015		
Transportation and Disposal							
	Transportation to Disposal Facility	6 to 7	EACH	450	2,700 to 3,150		
	Disposal of Impacted Soil	90 to 100	TONS	45	4,050 to 4,500		
	EIS Fee 9.5%	1 to 1	FEE	%	998 to 1,142		
Task Two Estimated Cost:					\$11,498	to	\$13,167
Task Three: Water Disposal							
Mob/Demob of 10,000-Gallon Storage Tank							
	Roll-Off Truck and Driver	5 to 8	HOURS	140	840 to 1,120		
	Tank Rental	25 to 30	DAY	45	1,125 to 1,350		
Transportation and Disposal							
	Vacuum Truck and Driver	12 to 15	HOURS	125	1,500 to 1,875		
	Water Disposal	12,000 to 15,000	GALLONS	0.50	6,000 to 7,500		
	Tank Cleaning (Confined Space Entry)	1 to 1	EST	1,200	1,200 to 1,200		
	EIS Fee 9.5%	1 to 1	FEE	%	1,013 to 1,239		
Task Three Estimated Cost:					\$11,678	to	\$14,284

TABULATION OF ESTIMATED COST RANGE

Date: July 14, 2017

Prepared for: Mr. Anthony Fuman, Director
 City of Newburyport, Department of Public Services
 Scope of Service: Excavation Oversight at Hydraulic Lift
 Location: Public Works Garage, 16A Perry Way, Newburyport, MA
 Prepared By: Tim Warr, Senior Project Manager, NRC



Task Four: Monitoring Well Installation and 1 Round of Groundwater Sampling

Labor and Equipment:

Senior Project Manager	18	to	20	HOURS	115	2,070	to	2,300
Travel Vehicle with Sampling Equipment	2	to	2	DAY	150	300	to	300
Water Level Meter, Sample Pump, Survey Equipment	1	to	1	DAY	125	125	to	125
Sub Driller and Lab:								
Drilling Subcontractor (Cost + 15%)	1	to	1	EVENT	3,500	3,500	to	3,500
Soil: Extractable Petroleum Hydrocarbons	6	to	8	EACH	225	1,350	to	1,800
Groundwater: Extractable and Volatile Petroleum Hydrocarbons	6	to	8	EACH	350	2,100	to	2,800
EIS Fee 9.5%	1	to	1	FEE	%	897	to	1,028

Task Four Estimated Cost:	\$10,342	to	\$11,853
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Task Five: MCP Submittals and Project Correspondence

Reports and Submittals

Release Notification Form	1	to	1	LUMP SUM	250	250	to	250
Bill of Lading	1	to	1	LUMP SUM	400	400	to	400
IRA Plan	1	to	1	LUMP SUM	2,950	2,950	to	2,950
IRA Status Report	1	to	1	LUMP SUM	2,950	2,950	to	2,950

Labor

Senior Project Manager	12	to	15	HOURS	115	1,380	to	1,725
LSP	8	to	10	HOURS	125	1,000	to	1,250
EIS Fee 9.5%	1	to	1	FEE	%	848	to	905

Task Five Estimated Cost:	\$8,930	to	\$9,525
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TOTAL ESTIMATED COST	\$52,057	to	\$60,574
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Limiting Assumptions and Conditions:

1. Quote assumes excavation limits are 12 feet by 13 feet, with a depth of approximately 10 feet.
2. Quote includes the first two reports for MassDEP.
3. Invoices will be generated on a Time and Materials basis.
4. NRC is not responsible for damage to unmarked utilities.

Payment terms: All payments are due upon receipt of invoice. An interest charge of 1.5% per (18% per annum) will be charged and paid for on all outstanding balances that are over 30 days due. Should it be necessary to employ outside services to collect any amount, it is specifically agreed that the client will pay all such costs, including reasonable attorney's fees and court costs. Pricing provided herein is valid for 30 days only.

Accepted By: (Authorized Signature)

Printed Name

Title

Purchase Order No.

Date

EPA ID Number



Please Remit Payment to:

Lift Works Corp
 PO Box 370
 Rockland, MA 02370
 781-982-1550
 Credit Dept
 creditteam@sullivanfire.com

Work Order

**SCHEDULE YOUR LIFT
 INSPECTION TODAY.
 IT MAKES SENSE!**

Page 1
 Invoice Date 8/21/2017
 Invoice Number 1404675
 Service Order 1404675

S
 O 1902305
 L NEWBURYPORT MA DPW
 D 16A PERRY WAY
 NEWBURYPORT, MA 01950
 T USA
 O

J
 O
 B Newburyport DPW
 S 16A Perry Street
 I Newburyport, MA 01950
 T USA
 E

NET DUE \$45,206.45

Tech	SLS	Terms	Tax Code	Purchase Order
		30	Exempt	23242

Problem:
 REPLACE REAR CYL ASSEMBLY

Work Performed:

Item	Description	Quantity	Unit Price	Extension
LIFTPART	R10C-100EABK REAR JACK KIT	1.00 0	10,640.00	10,640.00
FREIGHT	FREIGHT CHARGE	1.00 0	626.45	626.45
LIFTLABOR	MINI EXCAVATOR / HAMMER	1.00 0	2,500.00	2,500.00
LIFTPART	CONCRETE	1.00 0	1,500.00	1,500.00
LIFTLABOR	LIFT REMOVAL / INSTALLATION LABOR	1.00 0	12,000.00	12,000.00
84	VEHICLE / FUEL CHARGE	1.00 0	40.00	40.00
802	SHOP SUPPLIES	1.00 0	250.00	250.00
LIFTLABOR	ADD ON EQUIPMENT LABOR	1.00 0	6,400.00	6,400.00
LIFTPART	ADD ON MATERIALS	1.00 0	550.00	550.00
LIFTLABOR	ADD ON MAN LABOR	1.00 0	10,700.00	10,700.00

For billing questions please call 781-982-1550 Credit Dept
 E-mail creditteam@sullivanfire.com

Taxable	Non Taxable	Sales Tax	Total	Payments	NET DUE
.00	45,206.45	.00	45,206.45	.00	45,206.45

ADDITIONAL CHARGES DUE TO CONTAMINATED
 SOIL REMOVAL TOTAL \$17,650-

We perform Automotive Lift Inspections following the procedure provided by the American Lift Institute, approved by the American National Standard (ANSI/ALI ALOIM - 2008)



Customer Copy

COMMUNICATIONS

MEMORANDUM OF AGREEMENT
 BETWEEN THE
 MERRIMACK VALLEY REGIONAL TRANSIT AUTHORITY
 AND THE
 CITY OF NEWBURYPORT
 FOR FUNDING, PROJECT MANAGEMENT, SITE CONTROL AND OPERATIONAL
 DETAILS RELATED TO THE
NEWBURYPORT INTERMODAL TRANSIT & PARKING FACILITY

This Memorandum of Agreement ("MOA") is made and entered into this 28th day of June, 2017, in accordance with the provisions of Massachusetts General Laws, Chapter 40, Section 4A, by and between the Merrimack Valley Regional Transit Authority (the "Authority"), an authority established and existing under Chapter 161B of the Massachusetts General Laws, having its principal place of business at 85 Railroad Avenue, Haverhill, MA 01835, acting by and through its Administrator; and the City of Newburyport (the "City"), a Massachusetts municipality having a place of business at 60 Pleasant Street, Newburyport, MA 01950, acting by and through its Mayor.

WITNESSETH

WHEREAS, on March 1, 2017 the Authority and the City entered into an Intermunicipal Agreement (the "Intermunicipal Agreement") to address the funding, project management, site control, and operational details related to the Newburyport Intermodal Parking Facility (the "Parking Garage"); and

WHEREAS, the Intermunicipal Agreement acknowledged the benefits to be derived from the Parking Garage by the Authority and the City; and

WHEREAS, the Federal Transit Administration ("FTA") allocated \$886,160 in grant funding to the Authority for early project related activities, including completion of National Environmental Policy Act ("NEPA") requirements, preliminary engineering and completion of preliminary design at the 30% level; and

WHEREAS, the Authority will request an additional \$1.5 million in Federal funds from the FTA for construction, project administration, and technical assistance related activities for the Parking Garage project (the "Project"); and

WHEREAS, the MassDOT Transportation Funds will serve as the 20% local match requirement for the FTA grant secured by the Authority for the Project; and

WHEREAS, the Authority and the City shall at all times comply with applicable Federal laws and regulations, including, but not limited to Federal transit laws at 49 U.S.C. Chapter 53, as amended, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA grant recipients and their FTA assisted procurements; and

WHEREAS, the Authority and the City agree that, notwithstanding any concurrence by the Federal Government in or approval of a third party contract for work involving the Parking Garage, the Federal Government is not a party to any such contract and shall not be subject to any obligations or liabilities to the parties or contractors at any level or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract; and

WHEREAS, the Authority and the City are committed to cooperate with each other to accomplish the above goals, which include the construction of the Parking Garage for transit and other mixed use purposes; and

WHEREAS, the terms of the Intermunicipal Agreement shall remain in full force and effect; and

WHEREAS, the Intermunicipal Agreement anticipated that the City will act on behalf of the Authority to implement FTA requirements applicable to the construction of the Parking Garage, and the Authority will conduct oversight of the City's efforts in this regard; and

WHEREAS, it is the intent of the parties that this MOA will serve to address implementation of FTA requirements applicable to the Parking Garage project.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the City agree as follows:

ARTICLE I: RESPONSIBILITIES OF THE PARTIES

A. AUTHORITY'S RESPONSIBILITIES

1. The Authority shall contribute an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) of FTA Section 5307 funding to be used solely for the purpose of the Project. Use of these funds are limited to eligible Federal activities, including project administration and technical assistance, construction of a minimum of 45 parking spaces available for transit riders, ticketing office, passenger waiting areas, and inter-city/commuter bus bays. In order to ensure compliance with FTA requirements, the Authority has established a budget of \$281,250 to perform project oversight/administration, provide for MVRTA legal support and provide technical assistance as needed throughout the Project. These costs shall not exceed \$225,000 in FTA funds and shall not exceed \$56,250 in non-Federal match MassDOT funds.
2. In its capacity for providing project-related oversight to ensure compliance with Federal requirements, the Authority shall review and concur in all bidding documents, including any contract drawings, technical specifications, and general provisions for construction services prior to advertisement for such services. In order to ensure timely progress in the completion of this Project, the Authority (or its designee) shall have ten (10) business days to complete its review of any such documents once provided by the City (or its designee). The Authority shall also participate in the evaluation of all bids submitted to construct the Parking Garage and selection of the Awardee.
3. On a monthly basis, the Authority shall reimburse the City for payment of construction services based on copies of approved invoices for eligible transit activities that are timely submitted by the City. The Authority shall pay the City 80% of the amount of the approved invoice no later than thirty (30) calendar days after receipt of said invoice. In no event, shall the Authority's contribution for the construction of the Parking Garage, and administration and technical assistance of the Project exceed \$1.5 million of Federal funding.
4. On a monthly basis, the Authority shall invoice the City for the 20% local match of the Project oversight/administration and technical assistance costs incurred by the Authority.

B. CITY'S RESPONSIBILITIES

1. The City shall grant a permanent access easement over its land to the Authority where such access is necessary in order for the Authority to carry out its oversight responsibilities hereunder for construction of the parking garage.
2. The City shall provide an amount not to exceed Three Hundred Seventy Five Thousand Dollars (\$375,000) to the Authority to satisfy the local match requirement for the FTA Section 5307 grant funds. The City agrees to use MassDOT Transportation Funds as the source of funding for the required 20% non-Federal match.
3. The City shall complete final (100%) design of the Parking Garage and develop all related bidding documents, including contract drawings, technical specifications, and general provisions. These documents shall be provided by the City to the Authority for their review and concurrence. In order to ensure timely progress in the completion of this Project, the Authority (or its designee) shall have ten (10) business days to complete its review of any such documents once provided by the City (or its designee).
4. The City shall undertake all aspects of the bidding process for construction services under G.L. c. 149 and any other applicable laws, rules, and regulations and involve the Authority in selection of the General Contractor selected for construction of the Parking Garage. The City agrees to include notice in each third party agreement that Federal requirements apply to the Project.
5. Upon completion of the bidding process, the City shall develop a detailed scope, schedule, and budget Project plan. This plan will be shared with the Authority for their review and concurrence.
6. The City shall, as a minimum, comply with the following FTA grant program areas. The Authority will assist the City in this effort by providing the relevant FTA guidance for each program area:
 - a. Financial Management and Capacity
 - b. Technical Capacity

- c. Maintenance
- d. Americans with Disabilities Act
- e. Procurement
- f. Disadvantaged Business Enterprise
- g. Satisfactory Continuing Control
- h. Security

Consistent with Article I (A)(2) above, the Authority (or its designee) shall provide timely guidance to the City throughout the duration of the project for the purposes of ensuring that the City remains in compliance with the above FTA program areas. .

7. The City shall oversee all aspects of construction of the Parking Garage and shall maintain records and other evidence pertaining to construction costs incurred in the Project for the longer of (a) three years after the date of completion of the Project, and (b) three years after the date of final payment of the proceeds of the Authority's Federal grant. If requested, these records shall be made available for inspection and audit at all reasonable times to representatives of the Authority.
8. The City agrees to assume all financial responsibilities to complete the project without any additional funding from the Authority beyond the committed \$1.5 million in new FTA Section 5307 grant funds.
9. On a monthly basis, the City shall submit to the Authority proof of payment for construction services completed that are eligible for Federal reimbursement. Federal reimbursement shall be limited to 80% of costs incurred for eligible transit activities.
10. On a monthly basis, the City shall reimburse the Authority for the local match of the Project oversight/administration and technical assistance costs incurred by the Authority. The City shall pay the Authority the 20% local match amount no later than thirty (30) calendar days after receipt of said invoice. The City's local match obligation to the Authority for Project

administration and technical assistance expenses shall not exceed \$56,250 in MassDOT funds.

11. Consistent with its construction responsibilities as provided herein, the City shall, to the extent permitted by law, indemnify, defend, and save harmless the Authority from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgements of any nature whatsoever, including without limitation, those resulting from the presence of oil or hazardous materials on the property covered by the Agreement that may be imposed upon or incurred by or asserted against the Authority by reason of any of the following acts occurring or arising during the term of the Agreement.
 - a. any accident, injury to, or death of any person or any damage to the property; or
 - b. any use, nonuse, condition, or occupation of the Parking Garage or any part thereof, or resulting from the condition thereof; or
 - c. the placement or accidental release of any Hazardous Materials onto the property by the City or its employees, agents, contractors, or consultants by the employees, agents or consultants of the City's contractors or subcontractors or any other party acting on behalf of the City; or
 - d. the presence or discovery of any pre-existing Hazardous Materials on any portion of the property mentioned in the Agreement; or
 - e. the failure of the City to perform or comply with any of the terms hereof or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations applicable to the Project or applicable to the ownership, occupancy or use of the Parking Garage once it is constructed.
12. The City shall include substantially similar indemnification provisions in any construction contract awarded with respect to the Project requiring substantially similar obligations of any third party contractor towards the Authority.

13. During the Term of this Agreement, the City shall maintain and shall require all contractors to maintain insurance coverage adequate to protect the Authority and the City from any claims and liabilities resulting from the Project and the operation of the Parking Garage, including but not limited to any coverage required by the state and local laws, regulations, and ordinances. The City shall provide proof of such coverage to the Authority prior to commencing construction of the Parking Garage. The Authority will be named an additional insured on this coverage.
14. The City agrees to maintain competent and adequate engineering supervision at the construction site of the Project to ensure that the completed work conforms to the approved plans and specifications.
15. The City agrees to provide progress reports and other relevant information or data to the Authority, including all City directed and contractor initiated requests for claims and change orders.
16. The City will assume full responsibility for operations and maintenance of the Intermodal Parking Facility, including rate setting. The City and Authority agree to enter into an operating agreement for use of the facility by the Authority for transit purposes prior to the official opening of the Newburyport Intermodal Parking Facility.

ARTICLE II: APPLICABLE FEDERAL CONTRACT CLAUSES

The FTA will enforce only those Federal laws, regulations, requirements, and guidance that apply to the Parking Garage Project. As a participant in the Project, on behalf of the Authority, the City will assume responsibility for the applicable Federal provisions as stated herein. Moreover, the City agrees to include notice in each third party agreement that Federal requirements apply. FTA's Best Practices Procurement & Lessons Learned Manual contains a series of model clauses that are useful for FTA funded projects. The City will include these relevant model clauses in its procurement documents for construction services.

1. Civil Rights and Equal Opportunity Requirements. The City agrees to and assures that it and each third party contractor at all levels participating in the Project will comply with all applicable Federal civil rights laws and implementing regulations, requirements, and Federal guidance, except as

the Federal Government determines otherwise in writing. The City agrees to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using exclusionary or discriminatory specifications. Under this Agreement, the City will comply with the following requirements and will stipulate in its bidding documents for the Project that the contractor and all subcontractors will similarly comply with these civil rights and equal opportunity requirements as stated herein.

- (a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the City agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- (b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the City agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The City agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the City agrees to comply with any implementing requirements FTA may issue.

- (c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the City agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the City agrees to comply with any implementing requirements FTA may issue.
- (d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the City agrees that it will not discriminate against individuals on the basis of disability. In addition, the City agrees to comply with any implementing requirements FTA may issue.
2. Disadvantaged Business Enterprise (DBE). The Parking Garage Project is subject to the provisions of 49 C.F.R. part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The City agrees to stipulate a race conscious goal for DBE participation of 3.4% in the Project bidding documents and notify the contractor that it shall carry out applicable requirements of 49 C.F.R. part 26 in the award of administration of the Project. Failure by the contractor to carry out these provisions is a material breach of the underlying contract.
3. Suspension and Debarment. The City shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement of Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. As such, the City shall verify that its principals, affiliates, contractors, and subcontractors are eligible to participate in the federally

funded Parking Garage Project and are not presently declared by a Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

4. Employee Protections. Certain employee protections apply to all FTA funded construction contracts. The City will ensure that each third party contractor complies with all Federal laws, regulations, and requirements, including:

A. Prevailing Wage Requirements

- i. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
- ii. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
- iii. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

B. "Anti-Kickback" Prohibitions

- i. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
- ii. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and

- iii. U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3.

C. Contract Work Hours and Safety Standards

- i. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and
- ii. U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

5. Bonding Requirements. The FTA requires bonds for all construction contracts that exceed \$150,000. The FTA may accept the bonding requirements of the City if the Federal interest is adequately protected. The City shall submit to the Authority its plan for bonding for the Parking Garage Project for review and concurrence. Generally, the following minimum requirements apply:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

6. Energy Conservation. The City agrees to, and assures that its contractors and subcontractors working on the Parking Garage Project, will com-

ply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 *et seq.*, and perform an energy assessment for any building constructed with Federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

7. Flood Insurance. The City agrees that it will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing Federal assistance to construct the Parking Garage. The Parking Garage and its contents will be covered by flood insurance in an amount at least equal to the Federal investment.
8. Geographic Preference. The City agrees not to use any state or local geographic preference in the procurement for construction services, except as permitted by Federal law, regulation, or guidance.
9. Standards of Conduct. The City agrees to, and assures that its contractors will establish and maintain written standards of conduct covering conflicts of interest that apply to individuals who have a present or potential financial interest or other significant interest in the selection, award, or administration of a third party contract or subcontract associated with the Project.
10. Lobbying Restrictions. The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. The City agrees that neither it nor any third party participant in the Project will use Federal assistance to influence any member of Congress, or officer or employee of Congress on matters involving the Agreement, including any extension or modification thereof. The City also agrees that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to include an officer or employee of any agency, as Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connections with this Agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11. Procurement. The City agrees to conduct all procurement actions associated with construction of the Parking Garage using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA. The City agrees that it will not enter into a procurement that involves real or apparent organizational conflict of interest. All third party contracts made by the City under this Agreement must include terms that address the following provisions:
 - a. All contracts in excess of \$150,000 shall contain administrative, contractual, or legal remedies in instances where the third party contractors violate or breach contract terms. Sanctions and penalties must also be included, as appropriate.
 - b. All contracts in excess of \$10,000 must address termination for cause and termination for convenience, including the manner by which it will be effected and the basis for settlement. These termination clauses extend to all contracts at every tier.
 - c. The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. Dot regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to the contractor's actions pertaining to the Project.

12. Preference for United States Products and Services. The City agrees to comply with FTA's U.S. domestic preference requirements and follow Federal guidance, including:
 - a. Buy America. The domestic preference procurement requirement of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j).
 - b. Cargo Preference. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference - U.S. Flag Vessels," 46 C.F.R. part 381.
 - c. Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Ser-

vices Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. § § 301-10.131 - 301-10.143.

ARTICLE III: GENERAL PROVISIONS

1. Term of Agreement. The terms of this MOA shall commence upon the execution hereof by both parties hereto and shall continue, unless sooner terminated pursuant hereto, until construction of the Parking Garage is completed and open for revenue service.
2. Default. A party shall be in default hereunder if that party fails to comply with one or more terms of this MOA and is so notified in writing by the other party of the specific term(s) of non-compliance.
3. Remedies. If after notification of a default, the defaulting party fails to commence cure within thirty (30) days of such notice or fails to pursue such cure with all due diligence, then the non-defaulting party shall have all remedies available at law or at equity, including without limitation, specific performance and payment of all damages, expenses and costs, as well as the following additional remedy:
 - a. If the City fails to complete the Project in accordance with the terms of this MOA, the City shall reimburse FTA through MVRTA an amount equal to the Federal funds expended on the Project at the time of default. The reimbursement amount shall not exceed the total Federal funding made available to the Project.
4. Right to Inspect. It is understood that authorized representatives of the Authority may inspect or review the work in progress on the Project site at any time.
5. Dispute Resolution. The City and the Authority intend to resolve all disputes under this MOA to the best of their abilities in an informal manner. To accomplish this end, the Parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the Parties contemplate the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs and, if resolution is not

reach at that level, a procedure for review and action on such disputes by appropriate management level officials within the City and the Authority.

6. Work in Harmony. The City agrees that in use of the Project premises or any work performance in or about the Project premises, it will employ only labor which can work in harmony with all elements of labor being employed at the Project.
7. Entire Agreement. This MOA, together with the Intermunicipal Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and the terms of this MOA and the Intermunicipal Agreement, as an integrated whole, supersede all prior oral or written agreements and understanding between the Parties relating to the subject matter. This MOA may only be amended or modified by a written instrument signed by both Parties hereto. .
8. Severability. If any provisions of this MOA or the application thereof in held invalid, the invalidity shall not affect other provisions or applications of the MOA, which can be given effect without the invalid provisions or applications and to this end the provision of this MOA are declared to be severable.

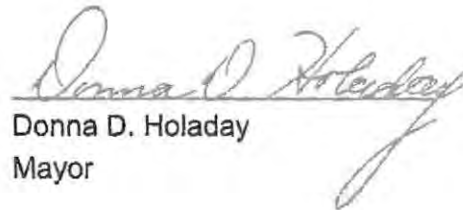
IN WITNESS, WHEREOF, the parties hereto have executed this MOA on the day and year first above written.

MERRIMACK VALLEY REGIONAL
TRANSIT AUTHORITY



Joseph J. Costanzo
Administrator

CITY OF NEWBURYPORT



Donna D. Holaday
Mayor



CITY OF NEWBURYPORT
OFFICE OF PLANNING AND DEVELOPMENT
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4400 • (978) 465-4452 (FAX)

MEMORANDUM

TO: Honorable members of the City Council

FROM: Donna D. Holaday, Mayor
Andrew Port, Director of Planning & Development

CC: Paul O'Brien, Chief Administrative Officer
Ethan Manning, Finance Director
Geordie Vining, Senior Project Manager

RE: Intermodal Transit & Parking Facility (Parking Garage) – Project Update

DATE: August 22th, 2017

Following is an update on the status of various aspects of the Parking Garage project which have been discussed in the past few weeks.

FTA Funding

On August 11, 2017 we received confirmation from Joseph Costanzo, Administrator of the Merrimac Valley Regional Transit Authority (MVRTA) that “the FTA grant in the amount of \$1.5m has been awarded to MVRTA.” Pursuant to the attached Memorandum of Agreement (MOA) between the City and MVRTA (now executed), this funding will be made available to the City, on a reimbursement basis, as construction of the facility progresses during the next year.

Parking Study

Previously we provided the Council with the Scope of Services for a comprehensive downtown parking study, which is now being undertaken by respected parking consultant John Burke. This Scope of Services will be completed during the next six months after Mr. Burke has collected adequate data regarding usage rates for street segments and surface lots within and surrounding the downtown. His analysis will also take into account new spaces constructed within the Parking Garage. His final report will provide us with recommendations for adjusting rate structures and restrictions throughout the system, including within the new parking facility as well as fringe parking restrictions to protect surrounding residential neighborhoods. In advance of this work, please see the attached letter provided by Mr. Burke to address general concerns we have heard from the Council in relation to this project.

Air Quality Analysis

Attached is a report provided to us by Epsilon Associates, Inc. addressing air quality impacts related to the proposed Parking Garage. As indicated in Epsilon's Executive Summary (page 1), they have concluded that:

"The results of this analysis demonstrate that the new intermodal parking facility will not cause or contribute to a violation of the National Ambient Air Quality Standards (NAAQS) or the Massachusetts Ambient Air Quality Standards (MAAQS) at any off-site location (including the residences adjacent to the parking facility)."

and

"...the operation of the intermodal parking facility, even at the peak predicted levels, is not anticipated to cause a condition of air pollution or endanger public health."

Why build the Proposed Parking Garage

Following are a few simple (but important) arguments for construction of the Parking Garage:

- 207 spaces, built in 2018
- Offset removal of existing parking spaces necessary for WATERFRONT PARK EXPANSION
- \$6.5 Million in Federal & State funds cover 50% of the project
- NO NEW TAXES; remaining costs PAID FOR BY DOWNTOWN VISITORS using public parking
- REDUCE DOWNTOWN TRAFFIC CONGESTION caused by poorly located waterfront parking
- Improve "walkability" of downtown by reducing traffic in Market Square
- COVERED WINTER PARKING, and RESIDENT PARKING DURING SNOW EMERGENCIES
- Demolition of unattractive building; replacement with ATTRACTIVE BUILDING FACADE
- Streetscape improvements along neglected "gateway" section of Merrimac Street
- Future expansion capacity

Thank you for your consideration.

MEMORANDUM

Date: August 11th, 2017

To: City of Newburyport
Office of Planning and Development
60 Pleasant Street
Newburyport, MA 01950
Attn: Andy Port

From: Joseph Sabato, CCM
Epsilon Associates, Inc.

Subject: Air Quality Modeling Analysis for Newburyport Intermodal Parking Facility

EXECUTIVE SUMMARY

The Merrimack Valley Regional Transit Authority (MVRTA) is proposing to erect an intermodal parking facility in downtown Newburyport, Massachusetts. The facility will consist of a 207-space parking garage for general public use. Current plans show that the intermodal parking facility will consist of a lower level, accessed via Merrimac Street, and three additional levels accessed via Titcomb Street. The facility will also consist of a dedicated turn-out for regional bus parking at curbside. The city has requested an analysis of the air quality impacts in the vicinity due to traffic and idling within the new facility.

As part of this effort, Epsilon Associates was commissioned to perform an analysis of the air quality impacts in the immediate area of the new facility. As part of this analysis, the emissions from the exhaust of vehicles moving and idling within the new facility were determined, and air quality dispersion modeling using AERMOD was performed. The results of this analysis demonstrate that the new intermodal parking facility will not cause or contribute to a violation of the National Ambient Air Quality Standards (NAAQS) or the Massachusetts Ambient Air Quality Standards (MAAQS) at any off-site location (including the residences adjacent to the parking facility). Furthermore, as the NAAQS and MAAQS are intended to be protective of sensitive subpopulations, the operation of the intermodal parking facility, even at the peak predicted levels, is not anticipated to cause a condition of air pollution or endanger public health.

This memorandum describes the emission parameters, dispersion modeling inputs, and results of the analysis. In addition, a qualitative analysis of the air quality impacts of the off-site traffic is discussed. Air dispersion modeling using AERMOD was performed in accordance with United States Environmental Protection Agency (EPA) and Massachusetts Department of Environmental Protection (MassDEP) methods.

PROJECT DESCRIPTION

The Merrimack Valley Regional Transit Authority (MVRTA) is proposing to erect an intermodal parking facility in downtown Newburyport, Massachusetts. The facility will consist of a 207-space parking garage for general public use. Current plans show that the intermodal parking facility will consist of a lower level, accessed via Merrimac Street, and three additional levels accessed via Titcomb Street. The facility will also consist of a dedicated turn-out for regional bus parking at curbside. The city has requested an analysis of the air quality impacts in the vicinity due to traffic and idling within the new intermodal parking facility. The intermodal facility is bounded by the following streets: Merrimac Street to the immediate north, Titcomb Street to the east, Pleasant Street to the south and Market Street to the west. Residential units are located adjacent to the proposed intermodal facility on the western and southern sides of the new footprint. Figure 1 shows the location of the proposed intermodal facility and the surrounding residences and streets previously mentioned.

In November of 2016, a traffic analysis was performed by Desman Associates, which assessed the baseline 2016 existing traffic conditions in the area of the proposed project as well as a 2023 No Build and 2023 Project Build conditions. The traffic analysis assessed the peak morning, peak afternoon and peak Saturday traffic impacts. This traffic analysis was utilized for the basis of determining the anticipated peak usage of the intermodal parking facility and to determine peak predicted traffic conditions under the no-build and build conditions for the qualitative analysis.

Ambient Air Quality Standards

The Clean Air Act, which was last amended in 1990, requires the U.S. EPA to set NAAQS for six criteria pollutants from numerous and diverse sources considered harmful to public health and the environment. The Clean Air Act established two types of national air quality standards. Primary standards set limits to protect public health, including the health of "sensitive" populations such as asthmatics, children, and the elderly. Secondary standards set limits to protect public welfare, including protection against visibility impairment, damage to animals, crops, vegetation, and buildings. The Clean Air Act requires periodic review of the science upon which the standards are based and the standards themselves.

EPA has set NAAQS for six principal pollutants, which are called "criteria" pollutants. They include lead (Pb), carbon monoxide (CO), particulate matter (< 10 microns and < 2.5 microns in diameter), nitrogen dioxide (NO₂), and sulfur dioxide (SO₂). The majority of the short-term standards are not to be exceeded more than once per year. The annual standards are not to be exceeded at all.

Three of the short-term standards have more probabilistic forms. The 24-hour PM_{2.5} standard, effective December 17, 2006, is based upon the 3-year average of the 98th percentile of 24-hour concentrations and must not exceed 35 µg/m³. The 1-hour NO₂ standard, effective April 12, 2010, is based upon the 3-year average of the 98th percentile of the daily maximum 1-hour

concentrations and must not exceed 100 ppb (~188 $\mu\text{g}/\text{m}^3$). A 1-hour SO_2 standard became effective on June 22, 2010. To attain this standard, the 3-year average of the 99th percentile of the daily maximum 1-hour concentrations must not exceed 75 ppb (~195 $\mu\text{g}/\text{m}^3$).

The applicable air quality standards are presented in Table 1.

Table 1 National and Massachusetts Ambient Air Quality Standards

Pollutant	Averaging Period	NAAQS ($\mu\text{g}/\text{m}^3$)		MAAQS ($\mu\text{g}/\text{m}^3$)
		Primary	Secondary	Primary & Secondary
NO ₂	Annual ¹	100	Same	100
	1-hour ⁸	188	None	320
SO ₂	Annual ¹	80	None	80
	24-hour ²	365	None	365
	3-hour ²	None	1,300	None
	1-hour ⁹	196	None	None
PM ₁₀	Annual ⁵	Revoked by EPA ⁴	N/A	50
	24-hour ³	150	Same	150
PM _{2.5}	Annual ⁵	12	Same	12
	24-hour ⁶	35	Same	35
CO	8-hour ²	10,000	Same	10,000
	1-hour ²	40,000	Same	40,000
Ozone	1-hour ²	147 applies in Limited Areas ⁷	N/A	235
	8-hour ²	150	Same	None
Pb	Rolling 3-Month	0.15	Same	None
	Quarterly ¹	1.5	Same	1.5

¹ Not to be exceeded

² Not to be exceeded more than once per year.

³ Not to be exceeded by the arithmetic average of the annual arithmetic averages from 3 successive years.

⁴ Due to a lack of evidence linking health problems to long-term exposure to coarse particle pollution, EPA revoked the annual PM₁₀ standard in 2006 (effective December 17, 2006).

⁵ Not to be exceeded more than an average of one day per year over three years.

⁶ Not to be exceeded based on the 98th percentile of data collection.

⁷ Applies only in 8-hour ozone nonattainment Early Action Compact Areas. The standard is attained when the expected number of days per calendar year with maximum hourly average concentrations above 0.12 ppm is < 1. Not Applicable at this location.

⁸ The form is the 3-year average of the 98th percentile of the daily maximum concentrations. Effective April 12, 2010.

⁹ The form is the 3-year average of the 99th percentile of the daily maximum concentrations. Effective June 22, 2010.

Source: 40 CFR 50 and 310 CMR 6.04

Source Data

The transportation analysis report was utilized for determining the peak number of vehicles anticipated to be either traveling or idling within the intermodal facility. The U.S. EPA has developed the Motor Vehicle Emission Simulator (MOVES) model which is an emissions modeling system designed to estimate air emissions for mobile sources for criteria air pollutants, air toxics and greenhouse gases.¹ The MOVES model factors in meteorology, vehicle controls (i.e. catalytic convertor), vehicle speeds, vehicle fleet mix and vehicle age mix according to parameters specific to a given location. For this effort, the Essex County specific inputs which included vehicle fleet mix, vehicle age distribution, inspection and maintenance program and locally specific fuel information was obtained from MassDEP. From this dataset, the idling emissions and emissions when vehicles are moving 10 miles per hour (MPH) were modeled for all criteria pollutants and utilized as inputs into the air dispersion modeling.

Within the AERMOD dispersion model, the intermodal facility appears as a series of area sources (one per level of the intermodal parking facility). The AERMOD modeling was then executed by conservatively assuming that the peak hour occurred every hour of each day for the entire modeled period. The idling emission factors and moving emission factors extracted from MOVES appear in Table 2 and Table 3. Table 4 contains the AERMOD source parameters utilized in the air dispersion modeling.

¹ <https://www.epa.gov/moves>, accessed 8/11/2017

Table 2 Idling Source Parameters for Intermodal Facility

Source Location	Area (m ²)	No. of Vehicles	Minutes Idling ¹	MOVES Idling Emission Factor (grams/Hour/vehicle)					Total Idling Emission Rate (grams/second/m ²) ²				
				NO ₂	CO	PM ₁₀	PM _{2.5}	SO ₂	NO ₂	CO	PM ₁₀	PM _{2.5}	SO ₂
Lower Level	1,337.6	26	10	0.7679	5.6286	0.0727	0.0652	0.0197	6.91E-7	5.07E-6	6.54E-8	5.87E-8	1.78E-8
Ground Level	2,065.9	37							6.37E-7	4.67E-6	6.03E-8	5.40E-8	1.64E-8
Second Level	2,065.9	37							6.37E-7	4.67E-6	6.03E-8	5.40E-8	1.64E-8
Roof Level	2,065.9	37							6.37E-7	4.67E-6	6.03E-8	5.40E-8	1.64E-8

¹ Conservative assumption that each vehicle spends 10 minutes idling within the intermodal parking facility

² Idling emission rate is calculated as follows: No. of vehicles * Emission Factor * Minutes Idling/60 * 1 hr/3,600 seconds * 1/Area (m²)

Table 3 Moving Source Parameters for Intermodal Facility

Source Location	Area (m ²)	No. of Vehicles	Distance Traveled (ft) ¹	MOVES Moving Emission Factor at 10 MPH (grams/mile)					Total Moving Emission Rate (grams/second/m ²) ²				
				NO ₂	CO	PM ₁₀	PM _{2.5}	SO ₂	NO ₂	CO	PM ₁₀	PM _{2.5}	SO ₂
Lower Level	1,337.6	26	150	0.2728	3.2272	0.0151	0.0135	0.0041	4.18E-8	4.95E-7	2.32E-9	2.07E-9	6.22E-10
Ground Level	2,065.9	37	300						7.71E-8	9.12E-7	4.27E-9	3.82E-9	1.15E-9
Second Level	2,065.9	37	300						7.71E-8	9.12E-7	4.27E-9	3.82E-9	1.15E-9
Roof Level	2,065.9	37	300						7.71E-8	9.12E-7	4.27E-9	3.82E-9	1.15E-9

¹ Based on measurement from entrance of intermodal parking facility to furthest parking space on each level.

² Moving emission rate is calculated as follows: No. of vehicles * Emission Factor * Distance in Miles * 1 hr/3,600 seconds * 1/Area (m²)

Table 4 AERMOD Source Parameters for Intermodal Parking Facility

Source Type	Source Location	Area (m ²)	Base Elevation (m)	Height Above Ground Level (m)	Total Emission Rate (grams/second/m ²) ¹				
					NO ₂	CO	PM ₁₀	PM _{2.5}	SO ₂
Area	Lower Level	1,337.6	7.5	0	7.33E-7	5.56E-6	6.77E-8	6.07E-8	1.84E-8
Area	Ground Level	2,065.9	7.5	2.13	7.14E-7	5.58E-6	6.45E-8	5.79E-8	1.75E-8
Area	Second Level	2,065.9	7.5	5.98	7.14E-7	5.58E-6	6.45E-8	5.79E-8	1.75E-8
Area	Roof Level	2,065.9	7.5	9.18	7.14E-7	5.58E-6	6.45E-8	5.79E-8	1.75E-8

¹ Total emission rate is the sum of the idling emission rate in Table 2, and the moving emission rate in Table 3 for each pollutant.

Background Air Quality Data

Ambient background concentrations have been added to the project impacts to obtain total concentrations, which, in turn, are compared to the NAAQS and MAAQS. To estimate background pollutant levels representative of the area, the most recent air quality monitor data reports published by MassDEP and datasets available from the Environmental Protection Agency were obtained for 2014 to 2016.^{2,3}

Background concentrations were determined from the closest available monitoring stations to the intermodal facility. The closest monitoring site is located in Newburyport, approximately 2.8 miles from the site. This site measures NO₂. PM_{2.5} concentrations are measured in Haverhill, approximately 12.6 miles from the site. SO₂ and PM₁₀ concentrations are measured in Portsmouth, NH approximately 19.1 miles from the site. Lastly, CO concentrations are measured in Lynn, MA approximately 24.6 miles from the site. A summary of the background air quality concentrations based on the 2014-2016 data are presented in Table 5.

² MassDEP, 2014-2015, Commonwealth of Massachusetts (2014 & 2015) Air Quality Report, Massachusetts Department of Environmental Protection, Lawrence, MA 01843

³ https://aqhdr1.epa.gov/aqsweb/aqstmp/airdata/download_files.html

Table 5 Observed Ambient Air Quality Concentrations and Selected Background Levels

Pollutant	Averaging Period	Station	2014	2015	2016	Background Level	NAAQS
SO ₂ (µg/m ³)	1-Hour ^(a)	Portsmouth, NH	83.1	59.7	33.3	58.7	196
	3-Hour ^(b)	Portsmouth, NH	69.4	44.5	25.4	69.4	1,300
	24-Hour ^(c)	Portsmouth, NH	17.8	17.6	12.1	17.8	365
	Annual ^(d)	Portsmouth, NH	3.9	3.0	1.7	3.9	80
CO (µg/m ³)	1-Hour ^(e)	Lynn, MA	1014.2	1721.3	821.7	1721.3	40,000
	8-Hour ^(f)	Lynn, MA	916.8	1260.6	573.0	1260.6	10,000
NO ₂ (µg/m ³)	1-Hour ^(g)	Newburyport, MA	47.0	45.1	47.0	46.4	188
	Annual ^(d)	Newburyport, MA	7.2	7.4	5.1	7.4	100
PM ₁₀ (µg/m ³)	24-Hour ^(c)	Portsmouth, NH	18.0	37.0	24.0	37.0	150
	Annual ^(d)	Portsmouth, NH	10.9	11.7	9.5	11.7	50
PM _{2.5} (µg/m ³)	24-Hour	Haverhill, MA	15.1	15.2	13.0	14.4	35
	Annual ^(h)	Haverhill, MA	6.6	5.6	5.1	5.8	15

Notes:

- ^(a)Background level for 1-hour SO₂ is the 99th Percentile of the daily maximum 1-hour average averaged over three years.
- ^(b)Background level for 3-hour SO₂ is the maximum of 2nd highest values reported for the 3-hour averaging period.
- ^(c)Background level for 24-hour SO₂ and PM₁₀ is the maximum of 2nd highest values reported for the 24-hour averaging period.
- ^(d)Background level for Annual SO₂, NO₂, PM₁₀ is the maximum annual concentration of three years.
- ^(e)Background level for 1-hour CO is the maximum of 2nd highest values reported for the 1-hour averaging period.
- ^(f)Background level for 8-hour CO is the maximum of 2nd highest values reported for the 8-hour averaging period.
- ^(g)Background level for 1-hour NO₂ is the 98th percentile of the daily maximum 1-hour average, averaged over three years.
- ^(h) Background level for annual PM_{2.5} is the average of annual reported concentration over three years.

AERMOD Modeling

Air Quality Model Selection and Options

The U.S. EPA approved air quality model utilized for this analysis was AERMOD (v16216r). The AERMOD model is a steady state plume model using Gaussian distributions that calculates concentrations at each receptor for every hour in the year. The model is designed for rural or urban applications and can be used with a rectangular or polar system of receptors that are allowed to vary with terrain. AERMOD is designed to operate with two preprocessor codes: AERMET processes meteorological data for input to AERMOD, and AERMAP processes terrain elevation data and generates receptor information for input to AERMOD.

A complete technical description of the AERMOD model may be found in the User's Guide for AERMOD.⁴

Modeling for the intermodal facility was performed with all regulatory options in AERMOD set, for NO₂ the Ambient Ratio Method (ARM) was utilized with default NO₂/NO_x ratios for 1-hour of 0.8, and 0.75 for the annual ratio.

Urban/Rural Analysis

The USGS topographic quadrangle maps in the vicinity of the intermodal facility were used to determine whether the land-use pattern in the environs of the project are urban or rural for modeling purposes. The land use within the total area circumscribed by a 3 km radius circle around the project has been reviewed and determined that the majority of the land use is rural. Therefore rural dispersion coefficients were used in the AERMOD modeling.

Meteorological Data

The regional meteorology in Newburyport was approximated with meteorological data collected by the National Weather Service (NWS) station at the Boston Logan Airport in Boston, MA with twice-daily upper air soundings from Grey, ME is used. The airport is located approximately 32 miles south-southeast of the project. The meteorological data required to run AERMOD includes five years of representative surface and upper air observations. The meteorological data for the period 2012-2016 was processed by Epsilon using the latest versions of AERSURFACE (v13016) tool, AERMINUTE (v15272), and AERMET (v16216) programs before conducting the AERMOD modeling. The U-Star option is NOT utilized. The site surface moisture was classified as follows:

2012, 2013, 2015 and 2016 were classified as 'dry', and 2014 was classified as 'average'. Based on a review of snow depth data collected from Logan Airport in Boston, Massachusetts, the following months were considered continuously covered by snow:

2012: January, February, March, November and December

2013: January, February, March, November and December

2014: January, February, March, April, November and December

2015: January, February, March, April, November and December

2016: January, February, March, April, November and December

A composite wind rose for the five years of meteorological data used in the modeling analysis is presented in Figure 2. The winds are predominantly from the western sector (SW through WSW). The profile base of 6 meters is used for the potential temperature profile.

⁴ http://www.epa.gov/ttn/scram/dispersion_prefrec.htm

Receptor Grid

A nested Cartesian grid of receptors was used for the air quality dispersion modeling. A 200 meter by 200 meter bounding box (centered on the intermodal parking facility) was established with 5 m receptor spacing; the nested grids extend in all cardinal directions out from the bounding box. They consist of 20 meter spacing out to 200 meters, 50 meter spacing out to 500 meters, 100 meter spacing out to 1 km. Lastly, fence line receptors were placed at the property boundary every 5 meters. The total number of receptors included in the modeling analysis was 3,382.

Terrain around the immediate site is relatively flat. The terrain elevation for each receptor was obtained electronically from USGS digital terrain data. The National Elevation Dataset (NED), with a resolution of one-third arc-second (approximately 10 meters) was processed using the AERMAP program. Elevations and hill heights for each receptor were determined through the AERMAP processing. The receptors are shown in Figure 3.

AERMOD Results

The modeling results using AERMOD are presented in Table 6 using the source parameters described in Table 2, Table 3 and Table 4. The modeled values are then added to the background concentrations to determine compliance with the NAAQS and MAAQS. When the background values are added to the modeling results, the impacts from the new intermodal center are below the NAAQS at all receptor locations for all pollutants for all averaging periods. Results are summarized in Table 6. All modeling files are available upon request.

Local Traffic Impact Qualitative Analysis

Based on the traffic analysis, traffic on roadways in the vicinity of the intermodal center is predicted to increase on some nearby roadways compared to 2023 no-build estimates. In order to qualitatively assess the impact of this increase in local traffic on short-term air quality concentrations, an analysis was conducted to qualitatively compare the air quality in the 2023 no-build and 2023 build scenarios.

In 2014, MassDEP installed the Von Hillern air quality monitoring station adjacent to Route 93 North in Boston, MA. The purpose of this air quality monitoring station was to assess the near-road air quality impacts associated with traffic. Given its proximity to traffic, this monitoring site is ideal for understanding the impact that traffic has on air pollution. In 2016, a week-long traffic count survey was conducted beginning on Saturday March 26th until Saturday April 2nd. The peak hour traffic occurred between the hours of 6:30am and 7:30am and consisted of 7,719 vehicles during this time period. During this same period, air quality as measured at the Von Hillern station was $443.35 \mu\text{g}/\text{m}^3$ of CO, $43.3 \mu\text{g}/\text{m}^3$ of NO₂ and $10 \mu\text{g}/\text{m}^3$ of PM_{2.5}. Dividing the total number of vehicles during the peak hour by each of the measured monitor values allows for a determination of a per vehicle contribution to air quality concentration as follows:

CO: 0.0574 $\mu\text{g}/\text{m}^3$ -vehicle

NO₂: 0.00561 $\mu\text{g}/\text{m}^3$ -vehicle

PM_{2.5}: 0.00130 $\mu\text{g}/\text{m}^3$ -vehicle

These values conservatively assume that the entire measured air quality at the Von Hillern air monitoring station is attributable to traffic. These factors were applied to the predicted AM Peak, PM Peak and Saturday Peak traffic volume summary estimates from Table 9 in the Traffic Impact and Access Study performed by Desman Associates.⁵ The results show no predicted violations of the ambient air quality standards and generally results in virtually identical air quality impacts at each of the intersections considered compared to the 2023 no build scenario. Results of this qualitative analysis appear in Table 7.

⁵ See page 20, of the Traffic Impact and Access Study, MVRTA Intermodal Parking Facility, Newburyport, Massachusetts - November 2016.

Table 6 AERMOD Modeling Results

Pollutant	Averaging ¹ Time	Modeled Impact ($\mu\text{g}/\text{m}^3$)	Modeled Impact (Date/hr end)	Receptor UTME, UTMN, Elev. (m) ²	BACKGROUND CONC ($\mu\text{g}/\text{m}^3$)	TOTAL CONC. ($\mu\text{g}/\text{m}^3$)	NAAQS ($\mu\text{g}/\text{m}^3$)	% of Standard
SO ₂	1-Hr (H4H) ³	3.7	2012-2016	346782.43, 4741663.46, 7.49	58.7	62.4	196	31.8%
	3-Hr (H2H)	3.0	3/31/13 Hr: 6	346782.43, 4741663.46, 7.49	69.4	72.4	1,300	5.6%
	24-hr (H2H)	0.83	9/28/14 Hr: 24	346786.96, 4741661.70, 7.51	17.8	18.6	365	5.1%
	Annual (H1H)	0.14	2015	346796.04, 4741658.18, 7.53	3.9	4.0	80	5.1%
CO	1-Hr (H2H)	1,647.1	11/10/14 Hr: 3	346800.58, 4741656.42, 7.54	1,721.3	3,368.4	40,000	8.4%
	8-Hr (H2H)	595.0	8/9/15 Hr: 24	346782.43, 4741663.46, 7.49	1,260.6	1855.6	10,000	18.6%
NO ₂	1-Hr (H8H) ³	95.4	2012-2016	346786.96, 4741661.70, 7.51	46.4	141.8	188	75.4%
	Annual (H1H)	4.2	2015	346796.04, 4741658.18, 7.53	7.4	11.6	100	11.6%
PM ₁₀	24-hr (H6H)	2.4	1/12/13 Hr: 24	346786.96, 4741661.70, 7.51	37.0	39.4	150	26.2%
	Annual (H1H)	0.52	2015	346796.04, 4741658.18, 7.53	11.7	12.2	50	24.4%
PM _{2.5}	24-hr (H8H) ³	1.5	2012-2016	346786.96, 4741661.70, 7.51	14.4	15.9	35	45.4%
	Annual (H1H)	0.43	2012-2016	346796.04, 4741658.18, 7.53	5.8	6.2	12	51.9%

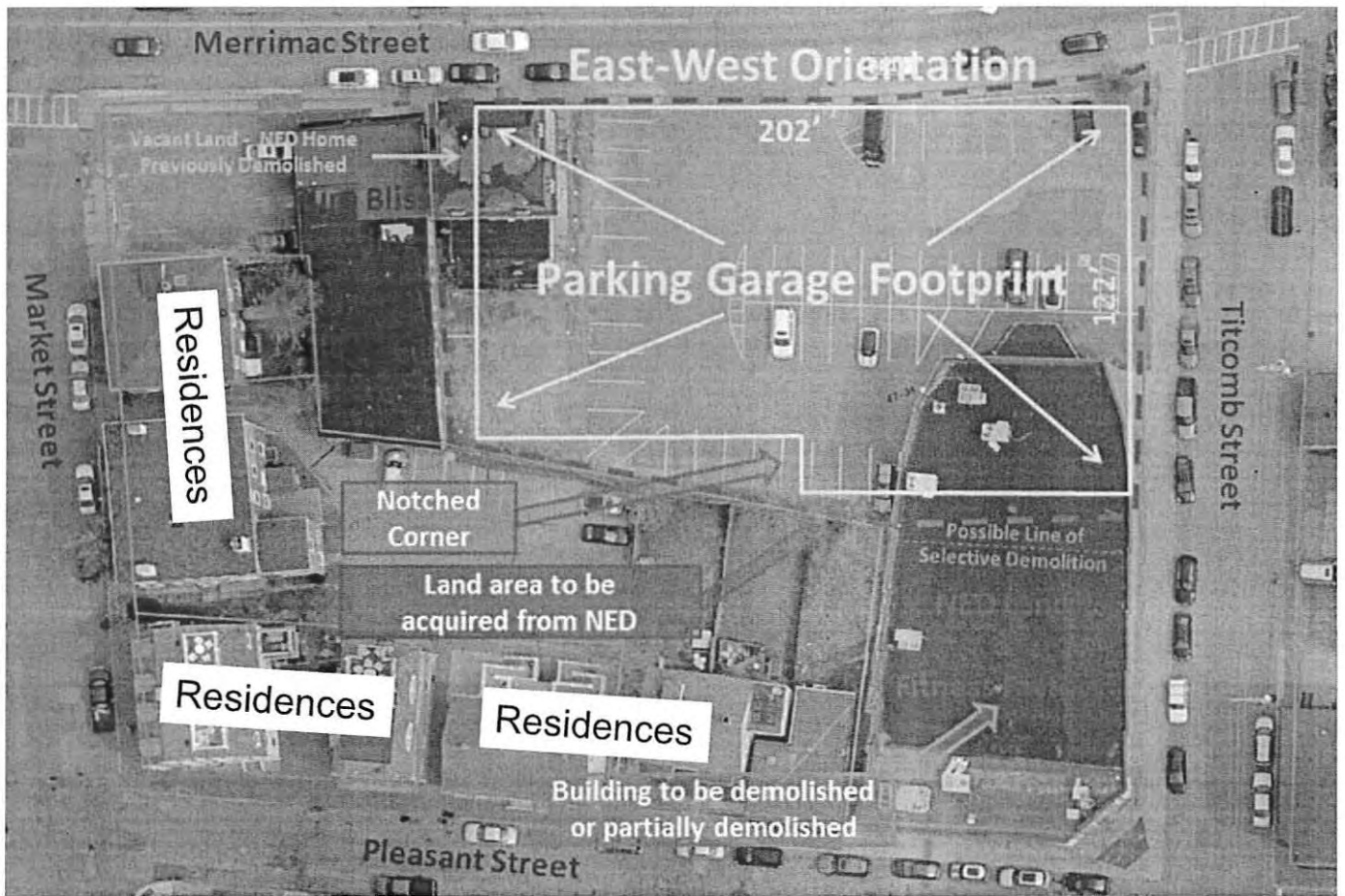
¹ H1H = High First High, H2H = High Second High, H4H = High Fourth High, H6H = High Sixth High, H8H = High Sixth High

² Coordinates are referenced to UTM Zone 19, WGS 1984. Units are in meters.

³ Impacts represent a maximum daily value averaged over five years.

Table 7 Qualitative Assessment of Local Scale Traffic Impacts by Intersection

Roadways	Traffic Volume		2023 No Build		2023 Build		2023 No Build		2023 Build		2023 No Build		2023 Build	
	2023 No-Build	2023 Build	1-hour CO	% of 1-hr NAAQS	1-hour CO	% of 1-hr NAAQS	1-hour NO2	% of 1-hr NAAQS	1-hour NO2	% of 1-hr NAAQS	1-hour PM2.5	% of 24-hr NAAQS	1-hour PM2.5	% of 24-hr NAAQS
AM Peak Hour														
Merrimac St/Market St./Tournament Wharf	1,274	1,275	73.1	0.2%	73.2	0.2%	7.1	3.8%	7.2	3.8%	1.7	4.7%	1.7	4.7%
Merrimac St/Titcomb St	1,174	1,191	67.4	0.2%	68.4	0.2%	6.6	3.5%	6.7	3.6%	1.5	4.4%	1.5	4.4%
Merrimac St/Green St/NRA Dr	1,225	1,202	70.3	0.2%	69.0	0.2%	6.9	3.7%	6.7	3.6%	1.6	4.6%	1.6	4.5%
Titcomb St/Pleasant St	205	224	11.8	0.0%	12.9	0.0%	1.2	0.6%	1.3	0.7%	0.3	0.8%	0.3	0.8%
Green St/Pleasant St.	409	415	23.5	0.1%	23.8	0.1%	2.3	1.2%	2.3	1.2%	0.5	1.5%	0.5	1.5%
Merrimac St/Site Driveway	1,198	1,191	68.8	0.2%	68.4	0.2%	6.7	3.6%	6.7	3.6%	1.6	4.4%	1.5	4.4%
Titcomb St/Site Driveway	106	168	6.1	0.0%	9.6	0.0%	0.6	0.3%	0.9	0.5%	0.1	0.4%	0.2	0.6%
PM Peak Hour														
Merrimac St/Market St./Tournament Wharf	1,641	1,639	94.2	0.24%	94.1	0.2%	9.2	4.9%	9.2	4.9%	2.1	6.1%	2.1	6.1%
Merrimac St/Titcomb St	1,518	1,542	87.1	0.22%	88.5	0.2%	8.5	4.5%	8.7	4.6%	2.0	5.6%	2.0	5.7%
Merrimac St/Green St/NRA Dr	1,573	1,527	90.3	0.23%	87.6	0.2%	8.8	4.7%	8.6	4.6%	2.0	5.8%	2.0	5.7%
Titcomb St/Pleasant St	267	301	15.3	0.04%	17.3	0.0%	1.5	0.8%	1.7	0.9%	0.3	1.0%	0.4	1.1%
Green St/Pleasant St.	495	497	28.4	0.07%	28.5	0.1%	2.8	1.5%	2.8	1.5%	0.6	1.8%	0.6	1.8%
Merrimac St/Site Driveway	1,571	1,574	90.2	0.23%	90.3	0.2%	8.8	4.7%	8.8	4.7%	2.0	5.8%	2.0	5.8%
Titcomb St/Site Driveway	115	223	6.6	0.02%	12.8	0.0%	0.6	0.3%	1.3	0.7%	0.1	0.4%	0.3	0.8%
SAT Peak Hour														
Merrimac St/Market St./Tournament Wharf	1,624	1,630	93.2	0.2%	93.6	0.2%	9.1	4.8%	9.1	4.9%	2.1	6.0%	2.1	6.1%
Merrimac St/Titcomb St	83	1,498	4.8	0.0%	86.0	0.2%	0.5	0.2%	8.4	4.5%	0.1	0.3%	1.9	5.6%
Merrimac St/Green St/NRA Dr	1,592	1,541	91.4	0.2%	88.5	0.2%	8.9	4.8%	8.6	4.6%	2.1	5.9%	2.0	5.7%
Titcomb St/Pleasant St	209	243	12.0	0.0%	13.9	0.0%	1.2	0.6%	1.4	0.7%	0.3	0.8%	0.3	0.9%
Green St/Pleasant St.	492	495	28.2	0.1%	28.4	0.1%	2.8	1.5%	2.8	1.5%	0.6	1.8%	0.6	1.8%
Merrimac St/Site Driveway	1,540	1,546	88.4	0.2%	88.7	0.2%	8.6	4.6%	8.7	4.6%	2.0	5.7%	2.0	5.7%
Titcomb St/Site Driveway	86	194	4.9	0.0%	11.14	0.0%	0.5	0.3%	1.1	0.6%	0.1	0.3%	0.3	0.7%

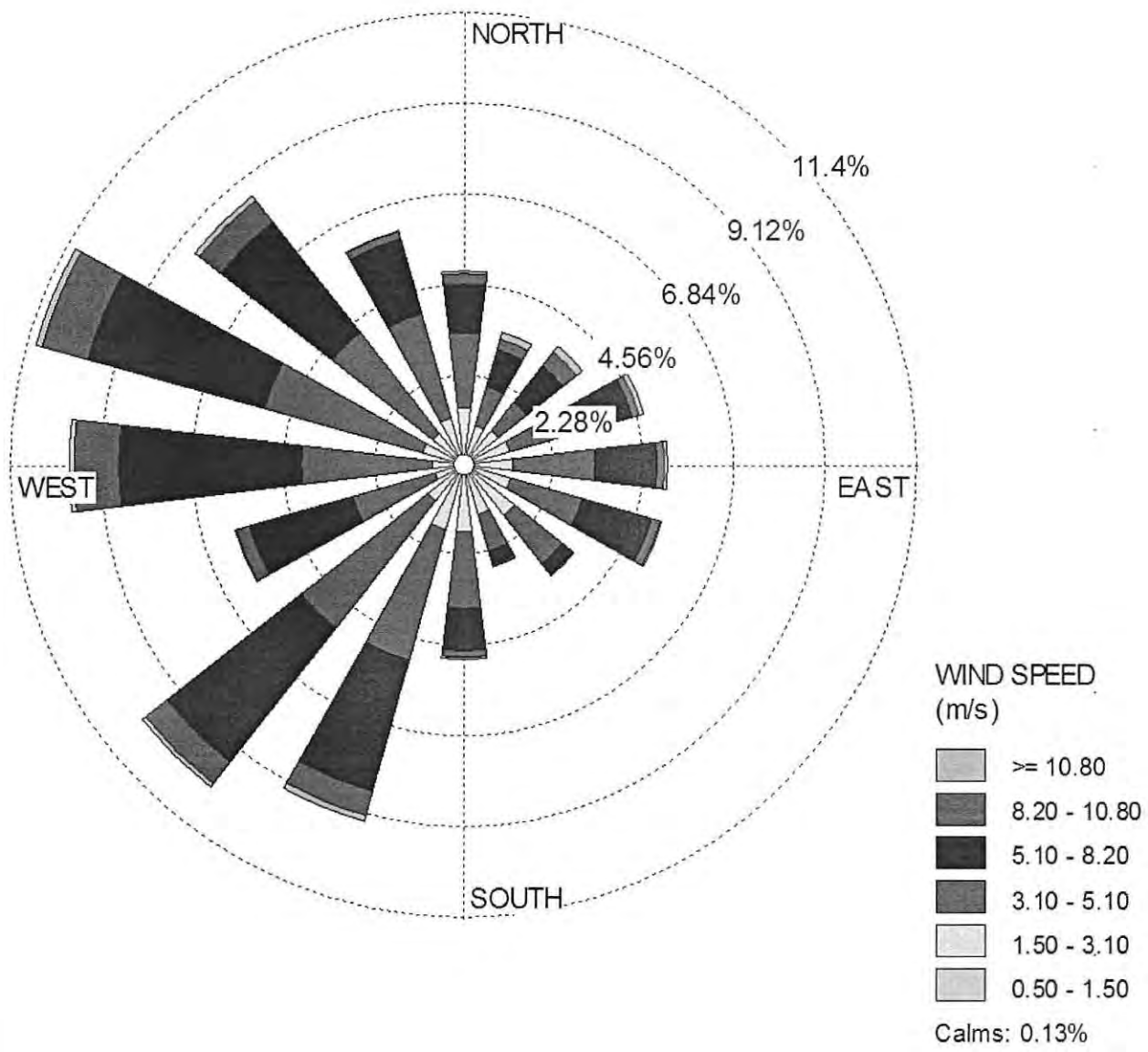


Newburyport Intermodal Parking Facility

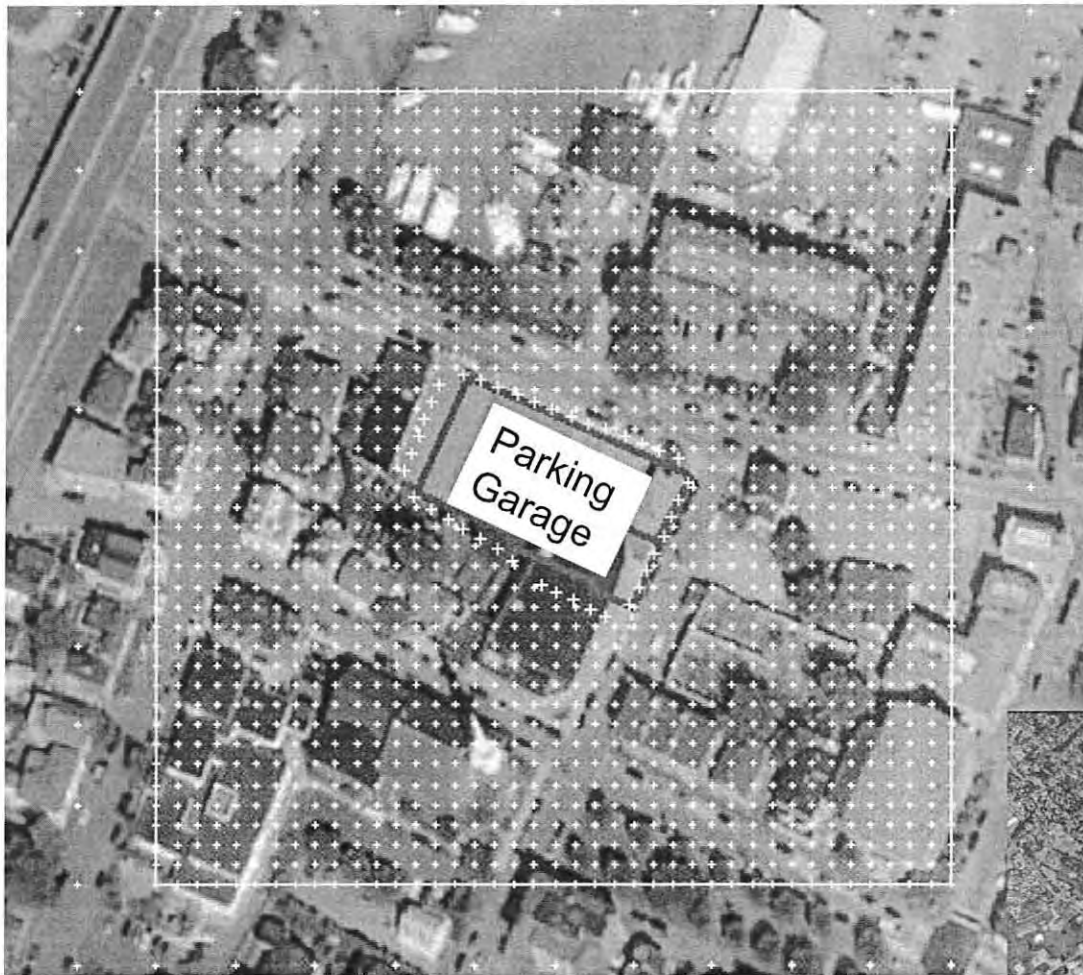


Figure 1

Parking Garage Footprint



Newburyport Intermodal Parking Facility




Newburyport Intermodal Parking Facility



Figure 3

Receptors included in modeling (denoted by white cross hatch), Map inlay displays extent of receptors included in modeling)



John M. Burke, PE, CAPP
Independent Consulting
Parking, Transit & Downtown Development

August 22, 2017

Andrew R. Port, AICP
Director of Planning & Development
City of Newburyport
City Hall, 60 Pleasant Street
Newburyport, MA 01950

SUBJECT: Newburyport Parking Garage Financial Feasibility Concerns

Dear Mr. Port:

As requested, this memorandum addresses recent concerns from members of the City Council that doubling the meter rate in 2016 did not result in doubling meter revenue, which could impact the financial viability of the planned new public parking garage in Downtown Newburyport. A related concern raised was that revenues from the overall downtown parking program and garage may be insufficient to support annual bond payments for garage construction and downtown improvements. I do not believe the financial viability of the garage is jeopardized by either the non-doubling of meter revenues resulting from the recent rate increase or optimistic projections of income from the overall parking program that will be supporting the garage.

First, meter revenues should not be expected to double within the first year of doubling the hourly meter rate (\$0.50 to \$1.00). Faced with the rate increase, some paying customers will opt to seek cheaper parking alternatives either by searching for nearby free spaces or purchasing deeply-discounted parking permits (employees & residents). Those parking less than 2 hours may hunt for available free, 2-hour time-restricted spaces on-street. Those parking more than 2 hours may search for free, unregulated, all-day on-street parking near downtown. However, both alternatives involve some level of inconvenience to the customer usually in the way of longer walks and/or more time spent finding available parking. Over time, many of these customers return to their original, more convenient, metered space or are replaced by those willing to pay the higher rate. Thus, meter use generally normalizes over time and a doubling of revenue is eventually realized – but it should not be expected to occur in the first year. It is typical for projections to reduce a straight-line doubling of meter revenue for the first year following the doubling of the meter rate with a 15% to 25% “haircut” - depending on the supply and demand characteristics of the downtown area.

Secondly, the City’s 2016 projection for annual meter revenue (after the meter rate doubling) ended up being very close to actual FY17 meter revenues. The projections included in the Downtown Paid Parking Program Spreadsheet, prepared by the Finance Department on February 8, 2016 and provided to the City Council in advance of the garage design, forecast FY meter revenue at \$465,332¹. The actual FY17 meter revenue was \$459,801, which is remarkably close (1.2%) to forecast.

Third, the City’s 2016 projections of overall parking system revenues and expenses, including those for the garage, assume that the parking program is actively managed, monitored and adjusted in

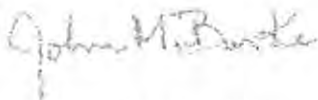
¹ Less revenue from NRA Agreement.

response to supply & demand, overall system performance, and operating/financial requirements. Program adjustments may come in the form of on- and off-street parking program policies, restrictions, regulations, rates, and enforcement levels. For example, if all-day, unregulated free parking is allowed on streets surrounding the planned new parking garage, it should be expected that many parkers will use these spaces before the garage. It is logical to expect some of this on-street parking to be changed to 2-hour parking or another type of restricted parking. It is also logical that with increased meter rates and a new paid parking garage, enforcement levels in the 2-hour and residential permit zones may need to increase. Further, if deeply-discounted, long-term, permit parkers were to begin consuming large percentages of the off-street lots in retail areas and retail customers were unable to find convenient parking, then adjustments to the permit program may be warranted in the form of use restrictions and/or pricing changes. These are just a few examples of the type of ongoing program review needed.

Fortunately, we will be reviewing each of these factors in our upcoming Parking Program Review to determine the adjustments needed to maximize balanced use and financial stability of the current paid parking lots, the planned new parking garage and overall parking system. We will be identifying additional areas where on-street time or use restrictions are needed, where enforcement levels may need to be adjusted, and where permit program modifications may be warranted. These adjustments will also be targeted at maximizing use of the new garage. To that end, we will also be establishing a parking garage rate structure with appropriate hourly, daily, monthly and promotional/discount rate structures. We will be reviewing and recommending violation fine and fee levels, paid hours of operation, parking time limits, wayfinding and signage, regulations, management actions and alternative revenue enhancements.

In conclusion, I do not believe the financial viability of the garage is jeopardized by either the non-doubling of meter revenues realized from the recent rate increase or by optimistic projections of income from the overall parking program that will support the garage. I believe that with active management and warranted/timely adjustments to pricing and regulation, the City's Downtown Parking Program will be self-sustaining generating sufficient revenue to cover overall operating costs, bond obligations for garage construction, and some ongoing downtown improvements.

Sincerely,



John M. Burke, P.E., CAPP
Parking & Transit Consultant
P.O. Box 1177
Marion, MA 02738



CITY OF NEWBURYPORT

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2017 AUG 21 PM 3:29

CITY COUNCIL

NEWBURYPORT CITY HALL

60 PLEASANT STREET

P.O. BOX 550

NEWBURYPORT, MA 01950

TEL: 978-465-4407

FAX: 978-462-7936

August 28, 2017

E. Roy Hawkens, Chairman
Administrative Judge
Atomic Safety & Licensing Board
U.S. Nuclear Regulatory Commission, MSC: T-3F23
Washington, DC 20555-001

Dear Chairman Hawkins,

In the interest of public safety, we are writing you to respectfully request that you hold a public hearing on your evacuation plan. Newburyport is within the 10-mile radius of the nuclear power plant known as 'Seabrook Station' and according to the 2010 U.S. Census the population within 10 miles was no less than 118,000. Actually the population with 50 miles of the plant was 4,315,000 as of 2010.

Mr. Stephen B. Comley Sr. (founder of "We the People", a non-profit whistleblower protection organization) alleges that the evacuation plan is ineffective and that his public safety concerns have been ignored. Although we do not have substantive information to support Mr. Comley's allegations we remain very concerned about the plant and safety.

In 2012 the Newburyport City Council unanimously passed a resolution which contained, in pertinent part, the following requested remedial steps:

- Immediately halt all relicensing activities related to Seabrook Station;
- Conduct peer-reviewed studies of the reactor's ability to withstand seismic activity with compromised structural concrete, and publicly report the results of these studies;
- Fully investigate the causes of the unabated groundwater infiltration and resulting concrete degradation, and publicly report the results of such investigation;
- Devise a corrective action program to address both groundwater infiltration and concrete degradation throughout the facility;
- Require the owner and operator of Seabrook Station to take corrective measures to stop groundwater infiltration and related concrete degradation;
- Inspect and monitor the results of those corrective measures over a

sustained (multiyear) period of time to ensure that corrective measures are effective;

- If, following corrective measures and sustained monitoring, the Nuclear Regulatory Commission determines that degradation of safety structures has not abated, that it suspend the license to operate Seabrook Station until safe operation of this reactor can be assured.

We did not hear back from the Nuclear Regulatory Commission on this request.

We believe that a public hearing on the issue of the effectiveness of the evacuation plan will, at the very least, explain to the public how the plan is designed to work and hopefully this explanation will reduce the concern that persists among our residents.

On behalf of the Newburyport City Council

Barry N. Connell, Councillor at Large

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

August 21, 2017

To Newburyport City Council,

2017 AUG 22 PM 2: 18

We're writing to you in the hope that we'd be allowed to have a table with bakesale items and printed cards in order to raise money for my daughter Alissa's surgery costs. We're hoping for a table during an active Newburyport public event — possibly on September 2nd, during the Riverfront Music Festival, or on September 3rd at the Bartlett Mall Lamp Lighting — and we're open to any suggestions or thoughts.

My daughter Alissa has suffered daily from migraines for thirteen years. Attached, you'll find her full story on her GoFundMe page. To date, she has raised enough for the first of three or four migraine surgeries, the first of which has been extremely helpful in eliminating pain in the back area of her head. It would be wonderful if we could meet our goal, and schedule the second and third surgeries together by late September/early October. We're lifelong Amesbury residents. In the past Alissa had volunteered at Anna Jaques hospital, and had played several gigs there with her band, Merrimac Hat Company. We often drive through Newburyport in the evening to lift Alissa's spirits!

We are currently in touch with the Newburyport Health Department to be sure that if we may proceed we are in line with any directives.

Thank you very much for your kind consideration!



Gail Heitmann

978-270-9218

45 Glen Devin Dr.,
Amesbury, MA
01913



Help Support Alissa's Journey gofundme.com/goalissa

Alissa is my beautiful, smart, sweet, kind, talented and silly 22-year old niece. When she was only ten years old, she began experiencing terrible pain from non-stop, daily headaches. Alissa was soon diagnosed with chronic headaches and migraines; thirteen years later, she has suffered with migraine pain every day.

Alissa and her family have spent the past thirteen years searching for an answer. Under the constant care of Boston neurologists, surgeons, and pediatricians, pain therapists and counselors, pain clinics, chiropractors,

acupuncturists; various homeopaths, naturopaths, nutritionists, and allergists, her pain has still persisted. All norms of medicine, therapies and treatment options have utterly failed to help.

In spite of the pain, Alissa had always done her best to push through, and do the things she loves: playing the cello in youth orchestras and ensembles, singing in her indie-folk band, playing sports, volunteering with children in medical and classroom settings, reading, writing, studying and laughing.

Now, Alissa's pain is so intense, she spends about 90% of her days in her

room with the shades drawn, mostly alone. Light, smell and sound can be a trigger. She is desperate for relief from the overwhelming daily pain, and hoping for the chance to lead a normal life. For those who know and love Alissa, seeing her in pain, and being powerless to help, is heart wrenching.

A few years ago, we found out about migraine surgery, and our hopes soared. Over the past decade, it was determined that a routine procedure for plastic surgery significantly decreased, or even completely eliminated migraine pain for 50 to 90% of chronic migraine sufferers.

Alissa excitedly and extensively consulted with several migraine surgeons, including Dr. William G. Austen, Chief of Plastic and Reconstructive Surgery at Mass General; Alissa is the perfect candidate for the procedure! The surgery, in Alissa's case, will target four separate sites (\$5,000 per site), at a total cost of \$20,000. Insurance will not cover it. Though her parents have been trying for years to fund the surgery, they're struggling financially, and have simply been unable to do it.

Even with the tremendous pain, Alissa is taking college courses towards a degree in the medical field, maintaining a 3.95 GPA. Ever-determined and always optimistic, she is hoping to use the experience of her pain and hardship to bring compassion and help to others.

So many of the things Alissa used to do when she could get a break from the pain of her migraines — things that brought great joy to those around her, and purpose to her own life — seem more and more out of reach. Wouldn't it be absolutely wonderful if we could help this beautiful young woman get her life back?

With deepest gratitude and thanks -
Denise Prescott, Alissa's aunt

**APPOINTMENTS
SECOND READING**

SECOND READING APPOINTMENTS

- **APPT050_08_14_17** Kathryn L. Haried 100 High St Tree Comm (Alt) 5/1/2018
 - **APPT052_08_14_17** Maureen Louise Pomeroy 62 Boardman St ZBA 8/1/2021
- Motion to approve the Consent Agenda by Councillor Zeid, seconded by Councillor Cameron. 9 yes, 1 present (Eigerman), 1 absent (Giunta).

- **APPT051_08_14_17** Christopher Zaremba 52 Longfellow Dr ZBA 8/1/2019
- Motion to receive and file by Councillor Cameron, seconded by Councillor Vogel. So voted.

Maureen Louise Pomeroy
62 Boardman St.
Newburyport, MA 01950
978.886.4642
mpomeroy@pomeroy-law.com

EXPERIENCE:

Attorney/Owner *Pomeroy Law, Amesbury, Massachusetts, 2014 to the Present*

- Provide counseling and litigation services to businesses for corporate, contracts, real estate, employment and other matters

Attorney, *Soule, Leslie, Kidder, Sayward and Loughman, PLLC* August 2008 to August 2014

- Appear and defend municipal and business clients in court and administrative agency hearings related to civil claims, discrimination, landlord tenant, collective bargaining agreement disputes, unemployment, whistleblower and, and unfair labor practice claims in New Hampshire and Massachusetts
- Conducting investigations and interviewing witnesses regarding employee misconduct and discrimination
- Draft legal opinions and other legal documents
- Negotiate and draft contracts, corporate documents, leases
- Prepare employment related material, including personnel policies and handbooks

Attorney, *Suloway & Hollis, PLLC* January 2006 to August 2008

- Counsel businesses in general employment, litigation and real estate matters
- Represent clients in state and federal courts in New Hampshire and Massachusetts
- Prepare and review employment policies and handbooks for employers
- Manage litigation for businesses, insurance companies and individuals
- Negotiate, review and prepare employment and separation agreements
- Defend employers in workers' compensation matters

Attorney, *Pierce, Davis & Perritano, LLP*, 2002 to 2006

- Defend municipalities, schools, and businesses for general liability, employment and product liability matters in Massachusetts courts
- Appearances on behalf of clients for litigation matters, including trials and administrative hearings
- Manage all aspects of litigation from initial complaint to trial of case

Attorney, *Murphy & Riley, P.C.*, 2000 to 2002

- Defense of businesses and individuals in general liability matters, including professional liability, product liability, construction cases and premise liability in Massachusetts state and federal courts

Law Clerk, *Justices of the Massachusetts Superior Court*, 1999 to 2000

- Assist the Justices in their preparation for trials and hearing (Newburyport, Lawrence, Salem and Nantucket Superior Courts)

ORDERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 28, 2017

AN ORDER PURUSANT TO SECTION 166 OF CHAPTER 13 (TRAFFIC AND MOTOR VEHICLES) OF THE MUNICIPAL CODE PURSUANT

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 13-168	Parking restricted on certain streets.

Amend the table to insert a new row, as follows, with deletions ~~double-stricken-through~~, and additions double-underlined:

State	<u>No parking on the easterly side at 143A State Street (Map 034, Lot 018), beginning at the northeasterly corner of the driveway at 143A State Street, and extending northeasterly for a distance of 10'-0"</u>
-------	--

Councillor Jared J. Eigerman

COMMITTEE ITEMS

August 28, 2017

BUDGET & FINANCE COMMITTEE ITEMS-

ORDR045_07_13_17 – Bond Order – Parking Garage.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

July 13, 2017

THAT, \$3,704,072 is appropriated to pay costs of constructing a new intermodal parking facility, 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(l) 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.

Councillor Charles F. Tontar
Chair, Budget & Finance Committee

GENERAL GOVERNMENT COMMITTEE ITEMS

August 28, 2017

- **ORDR044_07_13_17** Ballot Question - Parking Garage (N&CS)

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

THAT, the City Council of the City of Newburyport hereby approves the following question to be placed on the November 7, 2017 local election ballot.

“Does the City of Newburyport support authorization by the City Council of funding for construction and operation of a new Parking Garage to be located at 90 Pleasant Street and 83 Merrimac Street in Newburyport, to be more commonly known as the “Intermodal Transit and Parking Facility”?”

Yes/No

Councillor Thomas F. O’Brien

LICENSE & PERMIT COMMITTEE ITEMS

August 28, 2017

COMM091_08_14_17

A-Frame – Star Nails

COMM097_08_14_17

Inn Street Artisans Market Show - 9/2-4 2017

APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY

LHP

Application Fee \$100.00

Date: 8/2/17

FOR CITY CLERK'S OFFICE ONLY	
Date Recorded	_____
Amount Paid	_____

To the City Council of the City of Newburyport:

The undersigned requests that he/she may be granted permission to place one (1) movable sign on public property. This permission will only be effective for the listed location, and will be subject to all of the terms, conditions, and limitations set forth in the Newburyport Code of Ordinances, and any applicable State and Federal laws and any condition prescribed by the City Council and/or City Departments, including, but not limited to, those conditions appearing below.

Name of applicant THAI NINH

Home address of applicant 5 MICHELLE DR

City, State, Zip of applicant SANDSBURY MA 01912

Telephone of applicant 978 417 2908

Name of business STAR NAIL

Address of business 18 Liberty St Newburyport

Telephone of business 978 462 4444

RECEIVED
 CITY CLERK'S OFFICE
 NEWBURYPORT, MA
 011 AUG -2 AM 9:46

Description of the location and movable sign to placed on the Public Way.

* Corner of Starbucks at Liberty and State *
(currently has one A-frame in front of storefront)

RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY

I, the undersigned Applicant or Duly Authorized Agent, hereby agree to RELEASE, discharge and hold harmless, the City of Newburyport, a municipal corporation of the Commonwealth of Massachusetts, and its officers, employees, agents and servants from all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation associated with the undersigned's use of the public way as described herein.

Signature of Applicant or Duly Authorized Agent  Date 08/02/17



STARN-1

OP ID: MB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2017

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 have ADDITIONAL INSURED provisions or 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 Francis Provencher Insurance Agency, Inc. 530 Rogers Street Lowell, MA 01852	978-459-8681	CONTACT NAME:	
		PHONE (A/C, No, Ext): 978-459-8681	FAX (A/C, No): 978-454-9343
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: The Hartford	30104
INSURED Star Nails Thai Ninh 18 Liberty Street Newburyport, MA 01950	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X		08SBMIX1228	03/06/2017	03/06/2018	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER 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)
City of Newburyport listed as named additional insured per written contract as it pertains to the general liability.

CITY OF NEWBURYPORT City Clerk's office 60 Pleasant Street Newburyport, MA 01950	CANCELLATION 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

NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED CITY CLERK'S OFFICE NEWBURYPORT, MA

Tel.

Fax.

2017 AUG 14 PM 3:24

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

NAME OF EVENT: Inn Street Artisans Market Show

Date: September 2nd, 2017 - 4th Time: from 9 A.M. to 6 P.M.

Rain Date: Time: from to

2. Location: Inn Street Newburyport Public

3. Description of Property: 10x10 tents no Craft Goods Merchandise Public [checked] Private

4. Name of Organizer: John Brown City Sponsored Event: Yes [?] No

Contact Person

Address: 47 Federal Street, Npt Telephone: 978-417-1987

E-Mail: John@SpiritofNewburyport.com Cell Phone:

Day of Event Contact & Phone: Same

5. Number of Attendees Expected: two - three thousand

6. MA Tax Number: 11085866

7. Is the Event Being Advertised? possibly Where? local newspaper & radio

8. What Age Group is the Event Targeted to? 25-55

9. Have You Notified Neighborhood Groups or Abutters? Yes [checked] No Who? Chamber of Commerce Letter of Recommendation From local Retailers

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

A. Vending: Food Beverages Alcohol Goods [checked] Total # of Vendors 10-12

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 [checked] No

* * *

M to L & P BU NE Art

If yes:

- a) How many trash receptacles will you be providing? two
- b) How many recycling receptacles will you be providing? two
- c) Will you be contracting for disposal of: Trash Yes No Recycling Yes No
- i. If yes, size of dumpster(s): Trash _____ Recycling _____
- ii. Name of disposal company: Trash _____ Recycling _____
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes No
- iv. If no, where will the trash & recycling be disposed? _____

If no:

- a) # of trash container(s) to be provided by DPS _____
- b) # of recycling container(s) to be provided by Recycling Office _____
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City of Newburyport.

E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR 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 _____ 4 Green St. FIRE CHIEF _____ 0 Greenleaf St.

DEPUTY DIRECTOR _____ 16A Perry Way CITY CLERK _____ 60 Pleasant St.

DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

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: <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: John Brown Date: 8/14/17

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

8.14.17

2017 AUG 14 PM 3:24

To Whom It May Concern,

After many years of complaining about the benign neglect of Inn Street I believe that we at long last have our renaissance man to create the activity and art that I have always thought would be of great value to our Street. I think Mr. Brown has proven that he is a man of his word and therefore; I highly recommend he be awarded a license during for the Inn Street Artisans Market for the Riverfront Festival and Labor Day weekend.

Sincerely,
Claudia S. Harris, President and CEO
Elephant's Trunk, Inc.

PLANNING & DEVELOPMENT COMMITTEE ITEMS

August 28, 2017

ODNC009 06_26_17 Zoning Amendment - Ag/Con District, Lot Area/Lot Cov
(COTW)

pt 10 / 1010

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 26, 2017

A ZONING ORDINANCE REGARDING AGRICULTURAL AND/OR CONSERVATION DISTRICTS

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

APPENDIX A: ZONING ORDINANCE OF THE CITY OF NEWBURYPORT

SECTION VI. - DIMENSIONAL CONTROLS

Section VI-A – General regulations.

THAT the Table of Dimensional Requirements of Section VI-A be amended as to Use Number 101 as follows, with deletions ~~double stricken through~~, and additions double-underlined:

Use	Num.	District	Lot Area	Street Frontage	Height	% Lot Cov.	Open Space	Yard Requirements		
								Front	Side	Rear
Single-family	101	Ag/Con	130,000 <u>400,000</u>	300	30	40 <u>1</u>	NA	50	50	50

Councillor Jared J. Eigerman

write rules sponsor no protest

PUBLIC SAFETY COMMITTEE ITEMS

August 28, 2017

- **COMM088_07_10_17** Newburyport Half Marathon - 10/22/17
- **COMM089_07_10_17** Merrimack River Feline Rescue Society 25th Anniversary - 9/23/17
- **COMM094_08_14_17** Ember Plinko Event - 8/26/17
- **COMM095_08_14_17** Newburyport River Run - 5/6/18

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

PS

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. 978 270 2026

Fax:

2017 JUN 30 AM 10:15

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

NAME OF EVENT: Newburyport Half Marathon

Date: 10/22/17 Time: from 6:00am to 2:00pm

Rain Date: 10/29/17 Time: from 6:00am to 2:00pm

2. Location: Cashman Park - Softball Field / Boat Ramp Area

3. Description of Property: _____ Public Private _____

4. Name of Organizer: Green Stride City Sponsored Event: Yes _____ No

Contact Person Eli Bailin

Address: 55 Prospect St Amesbury Telephone: 978 270 2026

E-Mail: elibailin@hotmail.com Cell Phone: _____

Day of Event Contact & Phone: same

5. Number of Attendees Expected: 3,000

6. MA Tax Number: 47-0987984

7. Is the Event Being Advertised? yes Where? online to runners network

8. What Age Group is the Event Targeted to? 18-70+

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

We notify leading into event

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? 10
- 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** 30 yard **Recycling** _____
- ii. Name of disposal company: **Trash** GMello **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)

60 Standard # 2 ADA accessible

Name of company providing the portable toilets: D.A. Wilkinson

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE X

WALKATHON _____

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

Green Stride

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

Eli Bailin
55 Prospect St Amesbury 978 270 2026

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

Eli Bailin
55 Prospect St Amesbury 978 270 2026

4. Date of Event:

10/22/17

Expected Number of Participants:

3,000

5. Start Time:

9:00 am

Expected End Time:

2:00 pm

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

See attached plan

7. Locations of Water Stops (if any):

See attached

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

see attached

9. Formation Location & Time for Participants:

Merrimac + Kent St for start

10. Dismissal Location & Time for Participants:

11. Additional Parade Information:

• Number of Floats:

N/A

• Locations of Viewing Stations:

N/A

• 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] 6/30/17

0 Greenleaf St.

DEPUTY DIRECTOR

[Signature]

16A Perry Way

CITY CLERK

[Signature]

60 Pleasant St.

DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

<i>Approval Required</i>	Date: _____	Signature _____
_____	1. Special Events:	_____
_____	2. Police:	_____
	Is Police Detail Required: _____	# of Details Assigned: _____
_____	3. Traffic, Parking & Transportation:	_____
_____	4. ISD/Health:	_____
_____	5. Recycling:	_____
_____	6. ISD/Building:	_____
_____	7. Electrical:	_____
_____	8. Fire:	_____
	Is Fire Detail Required: _____	# of Details Assigned: _____
_____	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	<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: 6/30/17

COURSE DESCRIPTION

START: Merrimac & Kent St intersection

Continue Merrimac St- 1 mile Jefferson St before Atkinson Common

Left on Spofford St- 2 miles

Right on Ferry Rd

Across bridge over Route 95

Continue to Pine Hill Rd- 3miles

Bear right onto Curzon Mill Rd

Left on Hoyts Ln

Left on Storey Ave, Route 113- 4 miles

Right on Dennette DR

Left on Everett DR

Right on Turkey Hill Rd

Right on Plummer Spring Rd- 5 miles

Continues to Middle St

Left on Garden St- 6 miles

Left on Rogers St- 7 miles

Left on Turkey Hill Rd- 8 miles

Right on Hale St- 8.34 miles; 9 miles after RT 95 overpass

Right on Malcolm K Hoyt Rd- 10 miles

Left on Milliken Way to reverse direction at turn around point

Left on Malcolm K Hoyt Rd -10.84 miles; 11 miles before Parker St turn

Left on Parker St

Continue right on Parker St

Left on Clipper City Rail Trail- 11.8 miles; 12 miles on Trail

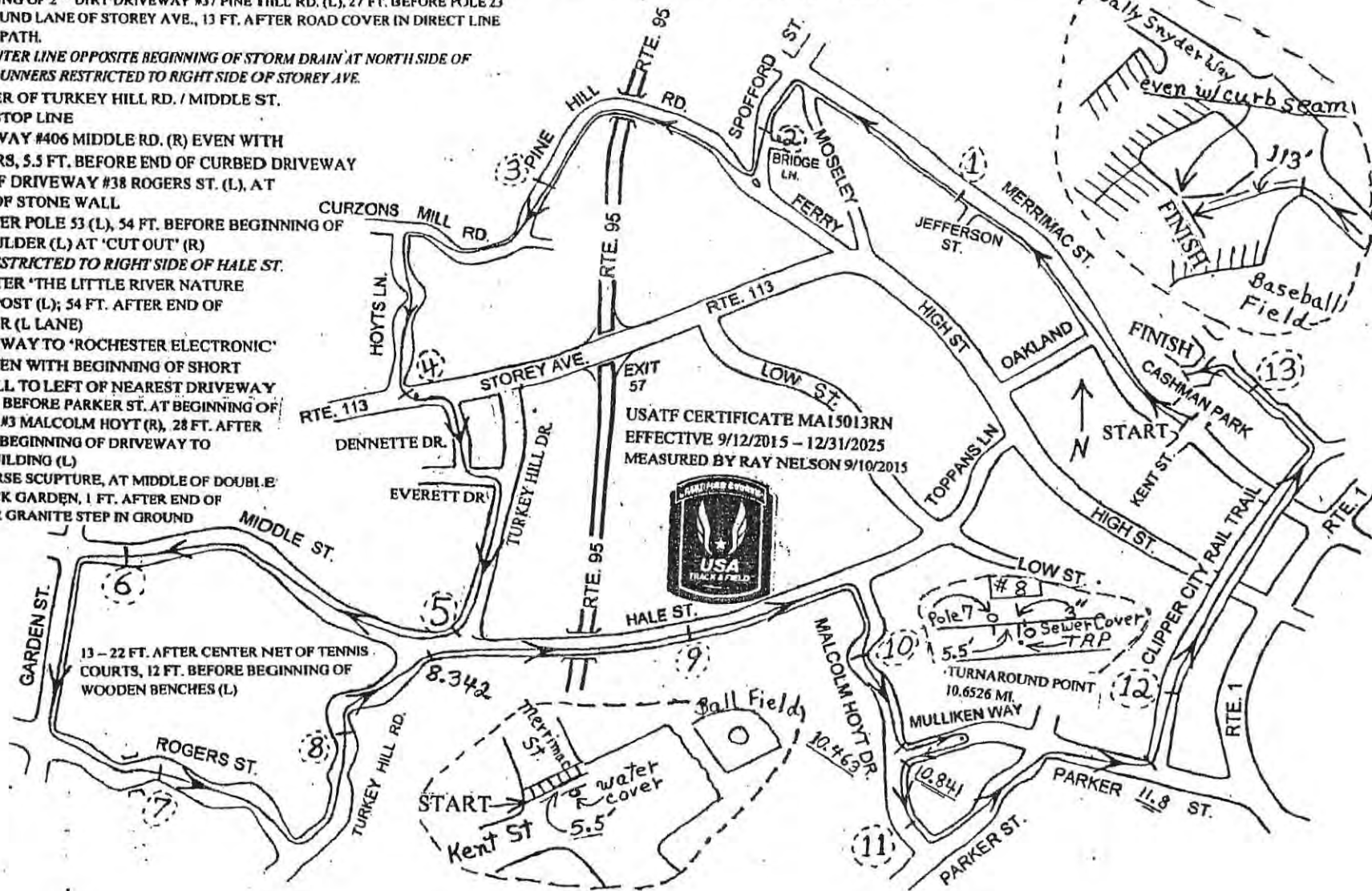
Continue Trail to before boat ramp & left to

Finish: adjacent to Cashman Park parking lot

GREEN STRIDE NEWBURYPORT HALF MARATHON

NEWBURYPORT, MASSACHUSETTS

- 1 - ON MERRIMAC ST., @ 50 YD. AFTER JEFFERSON ST., AT BEGINNING OF DRIVEWAY #420 (R), 16 FT. AFTER POLE 91 (R)
- 2 - 3 FT. AFTER END OF DRIVEWAY #52 SPOFFORD ST. (R) - EVEN WITH GRANITE LAMPPOST IN YARD, 33 FT. BEFORE BEGINNING OF BRIDGE LN. (L)
- 3 - AT BEGINNING OF 2ND DIRT DRIVEWAY #37 PINE HILL RD. (L), 27 FT. BEFORE POLE 23
- 4 - IN WESTBOUND LANE OF STOREY AVE., 13 FT. AFTER ROAD COVER IN DIRECT LINE OF RUNNERS' PATH.
*CONE ON CENTER LINE OPPOSITE BEGINNING OF STORM DRAIN AT NORTH SIDE OF STOREY AVE. RUNNERS RESTRICTED TO RIGHT SIDE OF STOREY AVE.
- 5 - AT CORNER OF TURKEY HILL RD. / MIDDLE ST.
- 6 - 6 FT. AFTER STOP LINE
- 6 - IN DRIVEWAY #406 MIDDLE RD. (R) EVEN WITH END OF DOORS, 5.5 FT. BEFORE END OF CURBED DRIVEWAY
- 7 - AT END OF DRIVEWAY #38 ROGERS ST. (L), AT BEGINNING OF STONE WALL
- 8 - 69 FT. AFTER POLE 53 (L), 54 FT. BEFORE BEGINNING OF BIGGEST BOULDER (L) AT 'CUT OUT' (R)
*RUNNERS RESTRICTED TO RIGHT SIDE OF HALE ST.
- 9 - 86 YD. AFTER 'THE LITTLE RIVER NATURE TRAIL' SIGNPOST (L); 54 FT. AFTER END OF SEWER COVER (L LANE)
- 10 - IN DRIVEWAY TO 'ROCHESTER ELECTRONIC' BLDG. (L); EVEN WITH BEGINNING OF SHORT CEMENT WALL TO LEFT OF NEAREST DRIVEWAY
- 11 - @ 0.1 MILE BEFORE PARKER ST. AT BEGINNING OF DRIVEWAY TO #3 MALCOLM HOYT (R), 28 FT. AFTER POLE 4 (R); AT BEGINNING OF DRIVEWAY TO BLUE/GRAY BUILDING (L)
- 12 - AFTER HORSE SCULPTURE, AT MIDDLE OF DOUBLE CIRCULAR ROCK GARDEN, 1 FT. AFTER END OF RECTANGULAR GRANITE STEP IN GROUND





Newburyport Half Marathon

Sunday, ~~October 25th, 2015~~

COURSE MAP

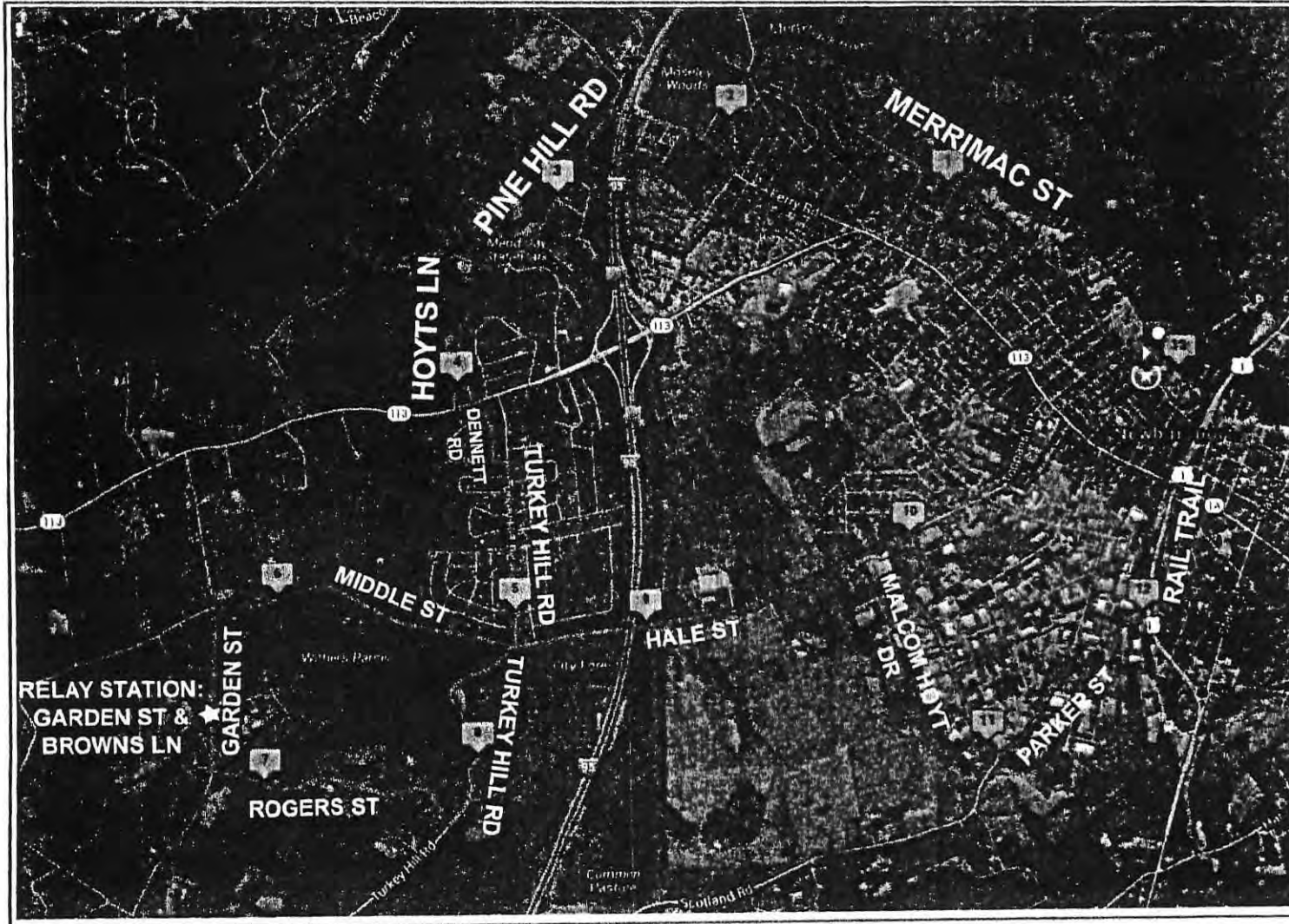
*Oct. 22nd
2017*

Prepared by:

DMSE
DAVE MCGILLIVRAY SPORTS ENTERPRISES
SPORTS

START: ON MERRIMAC ST @ KENT ST
FINISH: IN PARKING LOT AT CASHMAN PARK

v. 10/13/2015



Attn!

New Start Time is 9:00am!

This page should reconsider the one hour difference.

RUNNER PACE TIMELINE		PACE: 4:59/MILE	PACE: 10:00/MILE	PACE: 18:19/MILE
MILE	LOCATION	Cross start line: LEAD	Plus 2 min MIDDLE PACK	Plus 4 min. LAST
START	MERRIMAC ST & KENT ST INTERSECTION	10:00:00	10:02:00	10:04:00
1	MERRIMAC ST AFTER JEFFERSON ST	10:04:59	10:12:00	10:22:19
1.8	MERRIMAC ST & SPOFFORD ST INTERSECTION	10:09:00	10:20:00	10:37:00
2	#32 SPOFFORD ST	10:10:00	10:22:00	10:40:38
2.2	SPOFFORD ST & FERRY RD	10:12:00	10:24:00	10:41:18
3	#37 PINE HILL RD	10:14:57	10:32:00	10:58:57
3.4	CURZONS MILL RD & HOYTS LN	10:16:00	10:36:00	11:06:17
4	ON STOREY AVE/RTÉ 113 JUST AFTER HOYTS LN TURN	10:19:56	10:42:00	11:17:16
4.1	STOREY AVE & DENNETTE DR	10:20:26	10:43:00	11:19:06
4.3	DENNETTE DR & EVERETT DR	10:21:26	10:43:00	11:22:46
4.5	EVERETT DR & TURKEY HILL RD	10:23:56	10:47:00	11:26:26
4.6	EVERETT DR & TURKEY HILL RD	10:24:26	10:48:00	11:28:16
5	TURKEY HILL RD & MIDDLE ST	10:24:55	10:52:00	11:35:35
6	3406 MIDDLE ST BEFORE GARDEN ST TURN	10:29:54	11:02:00	11:53:54
7	#38 ROGERS ST	10:34:53	11:12:00	12:12:13
8	ON TURKEY HILL RD BEFORE HALE ST	10:39:52	11:22:00	12:30:45
8.34	TURKEY HILL & HALE ST INTERESECTION	10:40:30	11:22:40	12:30:32
9	ON HALE ST AFTER "LITTLE RIVER NATURE CENTER SIGNPOST	10:44:51	11:32:00	12:48:51
9.8	HALE ST & MALCOLM HOYT DR INTERSECTION	10:48:51	11:40:00	12:52:30
10	AFTER CURVE ADJACENT TO ROCHESTER ELECTRONIC BLDG	10:49:50	11:42:00	1:07:10
10.5	MALCOML HOYT DR & MULLIKEN WAY	10:52:20	11:47:00	1:16:20
10.84	TURNAROUND ON MULLIKEN WAY	10:53:20	11:51:00	1:22:00
11	0.1 BEFORE LEFT TURN ON PARKER ST	10:54:49	11:52:00	1:25:29
11.5	RIGHT TURN ON PARKER ST	10:56:30	11:54:30	1:34:40
11.8	PARKER ST & ENTRANCE TO CLIPPER CITY RAIL TRAIL	10:58:50	11:56:00	1:40:10
12	ON CLIPPER CITY RAIL TRAIL AFTER HORSE SCULPTURE	10:59:48	12:02:00	1:43:48
13	AFTER LEFT TURN ON TRAIL ALONG THE MERRIMAC RIVER	11:04:57	12:22:00	2:02:07
13.1	PARKING LOT BEFORE THE BOAT RAMP	11:05:20	12:13:05	2:04:00

POLICE ASSIGNMENTS

1. OIC
2. Lead vehicle
3. Merrimac and Carter
4. Merrimac and Kent
5. Merrimac and Oakland
6. Merrimac & Route 1
7. Merrimac & Route 1
8. Merrimac and Ashland (beer tent)
9. Merrimac and Jefferson (beer tent)
10. Merrimac and Spofford
11. Merrimac and Spofford
12. 113 & Hoyts Lane
13. Dennett & 113
14. Turkey Hill & 113
15. Turkey Hill & Crow
16. Turkey Hill & Hale
17. Turkey Hill & Hale
18. High & Mosely
19. High & Ferry
20. Low & Hale
21. Hale and Malcolm Hoyt
22. Mullikan & Parker
23. Malcolm Hoyt and Parker
24. Malcolm Hoyt & Parker
25. Parker and Parker
26. Rail Trail Parker
27. Rail Trail Washington

Barricades Locations List for ½ Marathon Sunday 1000 hrs

1. Pine Hill & Hallisey
2. Pine Hill & Daniel Lucey
3. Hale & Toppans
4. Hale & Turkey Hill
5. Hale & Lavalley
6. Parker & Malcolm Hoyt
7. Graf & Parker
8. Rt1 & Parker by Haley's

COURSE MONITOR PLAN

LOCATION	RACE MONITORS	NEWBURYPORT POLICE	
Merrimac & Route 1		2	
Merrimac & Kent [Race start]	2	1	
Merrimac & Carter	1	1	
Merrimac & Oakland	1	1	
Merrimac & Ashland	1	1	Beer Tent
Merrimac & Jefferson	1	1	Beer Tent
Merrimac & Spofford	1	2	
Spofford & Ferry	1		
High & Mosely		1	
High & Ferry		1	
Ferry & Briggs	1		
Ferry & Laurel	1		
Pine Hill & Whitcomb Ln	1		
Pine Hill & Curzon Mill	1		
Curzon Mill & Daniel Lucy Way	1		
Curzon Mill & Hoyts Ln	1		
Hoyts Ln & Drew	1		
113 & Hoyts Ln	1	1	
113 & Dennett Dr	1	1	
113 & Turkey Hill		1	
Dennett & Everett	1		
Turkey Hill & Everett Dr	2		
Turkey Hill & Bourbeau Terrace	2		
Turkey Hill & Windward Dr	2		
Turkey Hill & Longfellow Dr	2		
Turkey Hill & Newhall Ln	2		
Turkey Hill & Marquard Ln	2		
Turkey Hill & Longfellow Dr	2		
Turkey Hill & Crow		1	
Turkey Hill & Hale		2	
Low & Hale		1	
Middle & Garden	1		
Garden & Browns Ln	2		
Garden & Rogers	1		
Garden & Turkey Hill	1		
Hale & Malcolm Hoyt	1	1	
Malcolm Hoyt & Parker		2	
Mulliken & Parker		1	
Parker & Parker		1	
Parker & Rail Trail	2	1	
Rail Trail & Washington	1	1	
	41	25	

Newburyport Fall Marathon
Start/Finish Equipment

Qty	Item	Location	Provided	Comments
2	2 Wheeler	Start/Finish	DMSE	Ballfield-1, Start-1
1	Airhorn	Start	DMSE	
1	American Flag	Start	DMSE	
1	Announcer Platform	Start	DMSE/IRS	Ron to pick up from IRS
2	Ballast Water Barrel	Start	DMSE	NEED COAT HANGER
2	Banner	Start	ELI	2 - Single Sided Start Banners, back to back
1	Bullhorn	Start	DMSE	
2	Garden Hose	Start	DMSE	
2	Scaffolding Tower Scrim Set	Start	DMSE	Blue/White
2	Scaffolding Towers (4' x 7' x 12')	Start	DMSE	
150	Steel Barricade - Feet	Start	DMSE	All on trailer plus 30 from warehouse
120	Steel Barricade (10' x 44")	Start	DMSE	Start-80, Finish-20, Ballfield-20
4	Straps	Start	DMSE	
30	Traffic Cones (18")	Start	DMSE	
9	Veratruss System (Per Meter)	Start	DMSE	3 - 3M
1	Zip Ties - 8" (bag)	Start	DMSE	

Water Station Equipment

Qty	Item	Location	Provided By	Comments
8	UCAN Concentrate Mix (case)	Water Stations	Eli	
4	UCAN Cups (case)	Water Stations	Eli	
4	UCAN Stirrers	Water Stations	DMSE	
8	Gloves	Water Stations	DMSE	
4	Gotts	Water Stations	DMSE	
1	Pallet Jack	Water Stations	DMSE	
4	Pitchers	Water Stations	DMSE	
16	Rakes	Water Stations	DMSE	
16	Shovels	Water Stations	DMSE	
32	Tables	Water Stations	Eli	
28	Trash Barrels	Water Stations	DMSE	
105	Trash Liners	Water Stations	DMSE	
132	Water - Gallon (case)	Water Stations	Eli	
15	Water Cups (case)	Water Stations	Eli	

Newburyport Half Marathon
DMSE Equipment

Qty	Item	Location	Provided By	Comments	Truck
2	Wheeler	Start/Finish	DMSE	Ballfield-1, Start-1	DMSE
1	Airhorn	Start	DMSE		DMSE
1	American Flag	Start	DMSE		DMSE
1	Announcer Platform	Start	DMSE/IRS	Ron to pick up from IRS	DMSE
2	Ballast Water Barrel	Start	DMSE	NEED COAT HANGER	DMSE
1	Bullhorn	Start	DMSE		DMSE
2	Garden Hose	Start	DMSE		DMSE
8	Gloves	Water Stations	DMSE		16' Water
4	Gotts	Water Stations	DMSE		16' Water
1	Pallet Jack	Water Stations	DMSE		26' Water
30	Parking Flags	Course	DMSE	Aaron to give to volunteers Thurs before	
4	Pitchers	Water Stations	DMSE		16' Water
16	Rakes	Water Stations	DMSE		16' Water
45	Safety Vests	Course	DMSE	One for every course monitor	
33	Sandwich Boards (2'x3')	Course	DMSE	20 Directional, 13 Mile Markers	16' Course
2	Scaffolding Tower Scrim Set	Start	DMSE	Blue/White	DMSE
2	Scaffolding Towers (4' x 7' x 12')	Start	DMSE		DMSE
16	Shovels	Water Stations	DMSE		16' Water
20	Signs - Course Directional	Course	DMSE		16' Course
150	Steel Barricade - Feet	Start	DMSE	All on trailer plus 30 from warehouse	26' Water
120	Steel Barricade (10' x 44")	Start	DMSE	Start-80, Finish-20, Ballfield-20	26' Water & TRAILER
4	Straps	Start	DMSE		DMSE
32	Tables	Water Stations	Eli		26' Water
30	Traffic Cones (18")	Start	DMSE		DMSE
100	Traffic Cones (18")	Course	DMSE		16' Course
28	Trash Barrels	Water Stations	DMSE		16' Water
105	Trash Liners	Water Stations	DMSE		16' Water
2	Velcro	Course	DMSE		16' Course
9	Veratruess System (Per Meter)	Start	DMSE	3 - 3M	DMSE
1	Zip Ties - 8" (bag)	Start	DMSE		DMSE

MEDICAL PROGRAM

10/22/17

Medical Plan and Layout: Sunday ~~10/25/15~~ 1/2 Marathon and Relay

Medical staff arrival: ~~9:30 AM~~ 8:30
Start time: ~~10:00 AM~~ 9:00 am
Orthopedic support
Staff arrival: ~~10:30 AM~~ 9:30 am
Estimated end time: ~~2:00 PM~~ 1:00 pm

Medical Plan Details:

- Dedicated BLS ambulance at finish line next to tent
 - With AEDx2
- Tent staff including:
 - Medical
 - NP (Pam)
 - 3 BLS EMTs
 - (possibly) PA (Dixie)
 - Musculoskeletal
 - DC (Adam) – orthopedic complaints
 - PT (Chris)
 - PT (James)
- 1/2 way tent staff including:
 - 2 EMTs with bags and truck
- 5 Volunteer spotters on course at following intervals from finish (equipped with cell phone and/or radio)
 - 1/4 mile
 - 1/2 mile
 - 3/4 mile
 - Finish (2)

Tent contents:

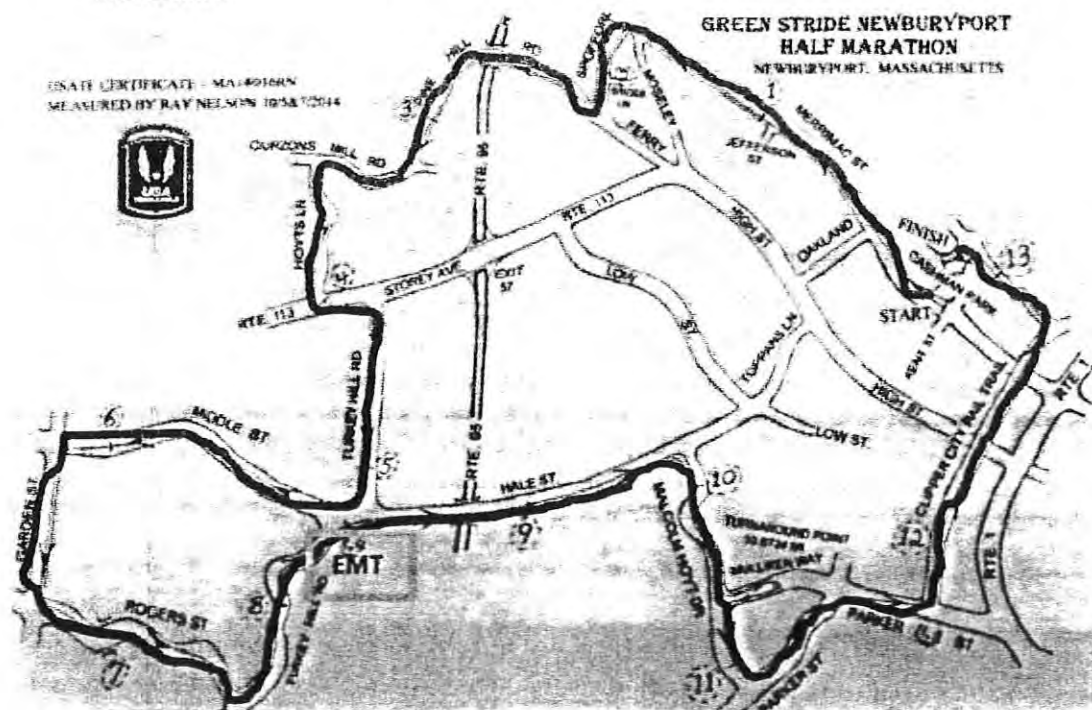
1. 4-6 medical cots
2. 2 portable massage tables
3. 5 25ct boxes instant ice packs
4. Mueller M tape, White athletic tape
5. Ace wraps
6. Vaseline
7. 5 EMS bags (red)
 - a. Contents include:
 - i. Airway & CPR mask
 - ii. Wound care bandages
 1. Various sized band aids
 2. Sterile gauze pads
 3. Sterile gauze wraps
 4. Waterproof tape

MEDICAL PROGRAM

- iii. Wound cleaning supplies
 - 1. Iodine swabs
 - 2. Alcohol prep swabs
 - 3. Bacitracin
- iv. SAM splint
- v. Moleskin
- vi. Sunscreen
- vii. Glucose tabs
- viii. Acetaminophen tabs
- 8. Nitrile gloves size L
- 9. Nitrile gloves size M
- 10. Glucometer
 - a. Lancets
 - b. Test strips
- 11. 10 gallons concentrated electrolyte solution (Gatorade)

Medical Tent Organization:

- 1. Prior to entering tent, all conscious, ambulatory patients sign consent form
 - 2. Adam and/or Pam triages complaint to either staff accordingly
 - i. ** suspicion of EAC or non-ambulatory persons are priority
 - 1. EAC with LOC requires immediate transport via ambulance
 - a. Assume hyponatremia unless otherwise indicated
 - ii. ** all staff are required to dawn personal protection (i.e. gloves and/or glasses) when human blood is visible
 - iii. ** all staff are to practice hand sanitization when in contact with bodily fluids
 - b. Medical
 - c. Orthopedic
3. Event encounter form completed by tent staff as patient is discharged with documented instructions

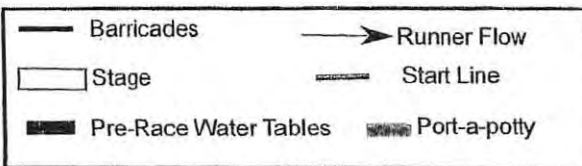


Newburyport Half Marathon

Sunday,
October 25th, 2015

10/22/17

Start Area



Prepared by:

DMISE
DAVE MCGILLIVRAY SPORTS ENTERPRISES
SPORTS

v.10/13/2015



DRAFT

Revised 10/31/16

DMSE
DAVE MCGILLIVRAY SPORTS ENTERPRISES
SPORTS





CERTIFICATE OF LIABILITY INSURANCE

GREEN-9

OP ID: KQ

DATE (MM/DD/YYYY)
06/26/2017

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 have ADDITIONAL INSURED provisions or 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 Arthur S Page Insurance Agency 57 State St. Newburyport, MA 01950 None	978-465-5301	CONTACT NAME: None PHONE (A/C, No, Ext): 978-465-5301 FAX (A/C, No): 978-462-0890 E-MAIL ADDRESS: 														
		<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: Mesa Underwriters</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</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: Mesa Underwriters		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																
INSURER F:																
INSURED Green Stride Eli Bailin 55 Prospect St. Amesbury, MA 01950																

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 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MP0020003003560	10/22/2017	10/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER 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)
City of Newburyport is Additional Insured

CERTIFICATE HOLDER <p style="text-align: center;">CITY001</p> City of Newburyport 60 Pleasant Street Newburyport, MA 01950	CANCELLATION 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
---	--



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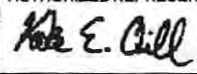
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INSURED Green Stride Eli Bailin 55 Prospect St. Amesbury, MA 01950	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER 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)
Town Of West Newbury is Additional Insured

CERTIFICATE HOLDER WESTN01 Town Of West Newbury 381 Main Street West Newbury, MA 01985	CANCELLATION 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 
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NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

PS

Tel. _____

Fax. _____

(For Parades, Road Races and Walkathons Only - Please complete page 5 of this application)

(Memmack River Feline Rescue Society)

NAME OF EVENT: MRFRS's 25th Anniversary Celebration

Date: Saturday, September 23rd Time: from 1 PM to 4 PM

Rain Date: Sunday, September 24th Time: from 1 PM to 4 PM

2. Location: Market Square

3. Description of Property: The "bull nose", downtown NBPT Public Private _____

4. Name of Organizer: Liz Pease + Steph Lyon City Sponsored Event: Yes _____ No

Contact Person _____
Address: 63 Elm St., Salisbury, MA Telephone: (978) 465-1948

E-Mail: liz@mrfrs.org Cell Phone: (978) 457-2067

Day of Event Contact & Phone: Liz Pease - (978) 457-2067

5. Number of Attendees Expected: 100+

6. MA Tax Number: 04-3172322

7. Is the Event Being Advertised? Yes Where? press release sent to local outlets, MRFRS contact emailed, mrfrs.org

8. What Age Group is the Event Targeted to? all ages

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 >5

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? 5-6 (can provide more if needed)
- b) How many recycling receptacles will you be providing? 1-2 (can provide more if needed)
- 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? _____

If no:

- a) # of trash container(s) to be provided by DPS _____
- b) # of recycling container(s) to be provided by Recycling Office _____
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City of Newburyport.

E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

1 Standard # 1 ADA accessible

Name of company providing the portable toilets: P.A. Wilkinson

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 _____ 4 Green St. FIRE CHIEF _____ 0 Greenleaf St.

DEPUTY DIRECTOR _____ 16A Perry Way CITY CLERK _____ 60 Pleasant St.

DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

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: <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

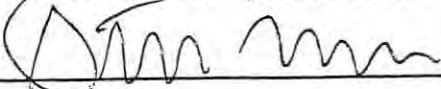
- (a) *"Procedure"* All road racing, walkathon, bicycle, or swimming events shall, through that event's organizer, board of directors, charity foundation or designee apply for authorization to hold the event through the Office of the City Clerk. The City Clerk upon review of the completed form will place 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: 6/20/17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2017

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 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:	
INSURED MERRIMACK RIVER FELINE RESCUE SOCIETY, INC. 63 ELM ST SALISBURY MA 01952	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Insurance Co.	22292
	INSURER B: Safety Insurance Group	
	INSURER C: Ace American Insurance Company	
	INSURER D:	
	INSURER E:	


COVERAGES CERTIFICATE NUMBER: REV: 16 AUTO 17 GL/WC 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. SUBR INSD 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"/> PROJECT <input type="checkbox"/> LOC OTHER:		0BN8990251	3/25/2017	3/25/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Veterinarian Professional \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6224867	8/28/2016	8/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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	Y/N N/A	4477P96417	2/15/2017	2/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Newburyport is additional insured for General Liability if required by written contract for the 25th Anniversary Celebration to be held Sept. 23, 2017. (Rain date Sept. 24, 2017).

CERTIFICATE HOLDER**CANCELLATION**

City of Newburyport 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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NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

PS

Tel.

Fax.

(For Parades, Road Races and Walkathons Only - Please complete page 3 of this application): 32

NAME OF EVENT: Ember Plinko Event. Gather

Date: 8/26/17 Time: from 11 Am to 3 pm

Rain Date: 9/2/17 Time: from 11 Am to 3 pm

2. Location: 59 State St

3. Description of Property: Building facade /sidewalk Public Private

4. Name of Organizer: Ember City Sponsored Event: Yes No

Contact Person David Dziemian /cassandra Ruff

Address: dave@Emberbrand Fire.com Telephone: 603 793-6317

E-Mail: 59 State St Cell Phone: " "

Day of Event Contact & Phone: David Dziemian 603 793-6317

5. Number of Attendees Expected: hoping public participation 100-200

6. MA Tax Number: _____

7. Is the Event Being Advertised? yes Where? Facebook / Instagram

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

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

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

A. Vending: Food _____ Beverages _____ Alcohol _____ Goods _____ Total # of Vendors 0

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music _____ DJ _____ Radio/CD MC YES
Performers _____ Dancing _____ Amplified Sound _____ Stage _____

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games YES Raffle _____
Other _____ Total # 1 Plinko Game/w prizes

Name of Carnival Operator: Ember (in house)

Address: 59 State St. Newbury Port MA 01950

Telephone: 781-587-1440

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes No

If yes:

a) How many trash receptacles will you be providing? (2)

b) How many recycling receptacles will you be providing? (0)

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? through our own

Trash via Newburyport
city works

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)

N/A Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

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]* 8/8/17 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: <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.
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- (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.
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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 bin 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: _____

8/8/17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2017

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 D.B. Warlick & Co. PO Box 1260 North Hampton NH 03862	CONTACT NAME: Kathleen M. Flibotte, CISR PHONE (A/C, No, Ext): 603-964-6065 x101 FAX (A/C, No): 603-964-9029 E-MAIL ADDRESS: kflibotte@dbwarlick.com PRODUCER CUSTOMER ID #: _____ INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hanover Insurance Company INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED Ember, LLC 59 State Street 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	ADDITIONAL INSURER	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ODV5481915	04/26/2017	04/26/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ODV5481915	04/26/2017	04/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0		ODV5481915	04/26/2017	04/26/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WDV5482029	04/26/2017	04/26/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 100,000 E.L DISEASE - EA EMPLOYEE \$ 100,000 E.L DISEASE - POLICY LIMIT \$ 500,000
A	Misc. Professional Liability		ODV5481915	04/26/2017	04/26/2018	\$1,000,000 \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Workers Compensation: Statutory State: MA. No members are excluded.
 Date: Saturday, August 26 from 11am - 3pm, Event: Public life-sized Plinko game. With respects to the General Liability & if required by written contract, agreement or permit the City of Newburyport is included as an Additional Insured.

CERTIFICATE HOLDER City of Newburyport 59 State Street Newburyport, MA 01950	CANCELLATION 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 Edward Young/KF
--	---

NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED
SPECIAL EVENTS OFFICE
NEWBURYPORT, MA
Tel. 781.412.07

Fax.

ps

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

NAME OF EVENT: THE NEWBURYPORT RIVER RUN 1/2 MARATHON + 5K

Date: MAY 6TH 2018 Time: from 9:15 to 1:00

Rain Date: / Time: from _____ to _____

2. Location: CASHMAN PARK

3. Description of Property: _____ Public Private _____

4. Name of Organizer: JULIE BOKAT / JEAN CARTER City Sponsored Event: Yes _____ No _____

Contact Person _____

Address: 75 MERIDIAN ST Telephone: 978-270-0020

E-Mail: JJC@FULLTRAININGSTUDIO.COM Cell Phone: 617-694-5489

Day of Event Contact & Phone: 617-694-5489

5. Number of Attendees Expected: 1000

6. MA Tax Number: _____

7. Is the Event Being Advertised? YES Where? ACTIVE.COM

8. What Age Group is the Event Targeted to? 12- ADULTS

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 12

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? 8 W/A DUMPSTER
- b) How many recycling receptacles will you be providing? 8
- c) Will you be contracting for disposal of: Trash Yes No Recycling Yes No
- i. If yes, size of dumpster(s): Trash 1 SMALL Recycling _____
- 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 6
- 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)

20 Standard # 1 ADA accessible

Name of company providing the portable toilets: WILKINSON & SON

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:

FUEL TRAINING STUDIO

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

JULIE BOKAT / JEAN CAUTER

75 MERRIMAC ST.

NEWBURYPORT MA 01950

617-694-5489 JULIE

978-270-0020 JEANNE

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

SAME AS ABOVE

4. Date of Event: MAY 10th, 2018 Expected Number of Participants: 1000

5. Start Time: 9:15 Expected End Time: 1:00

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

7. Locations of Water Stops (if any): ON MAP

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

9. Formation Location & Time for Participants: 9:00 AM MERRIMAC ST. &

10. Dismissal Location & Time for Participants: 9:15 AM

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 _____ 4 Green St.

FIRE CHIEF Christopher Pelletier 0 Greenleaf St.

DEPUTY DIRECTOR [Signature] 16A. Perry Way

CITY CLERK [Signature] 60 Pleasant St.

[Signature]
[Signature]
(NOTE dt. SIEMASKO (H₃))

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	_____	
	<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

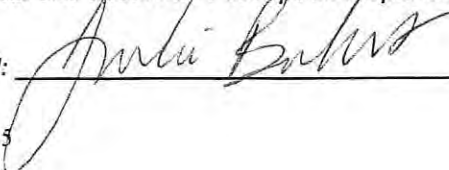
- (a) *"Procedure"* All road racing, walkathon, bicycle, or swimming events shall, through that event's organizer, board of directors, charity foundation or designee apply for authorization to hold the event through the Office of the City Clerk. The City Clerk upon review of the completed form will place 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.

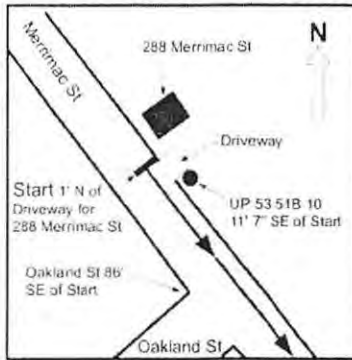
Signed:  Date: 7/5/17

newburyport

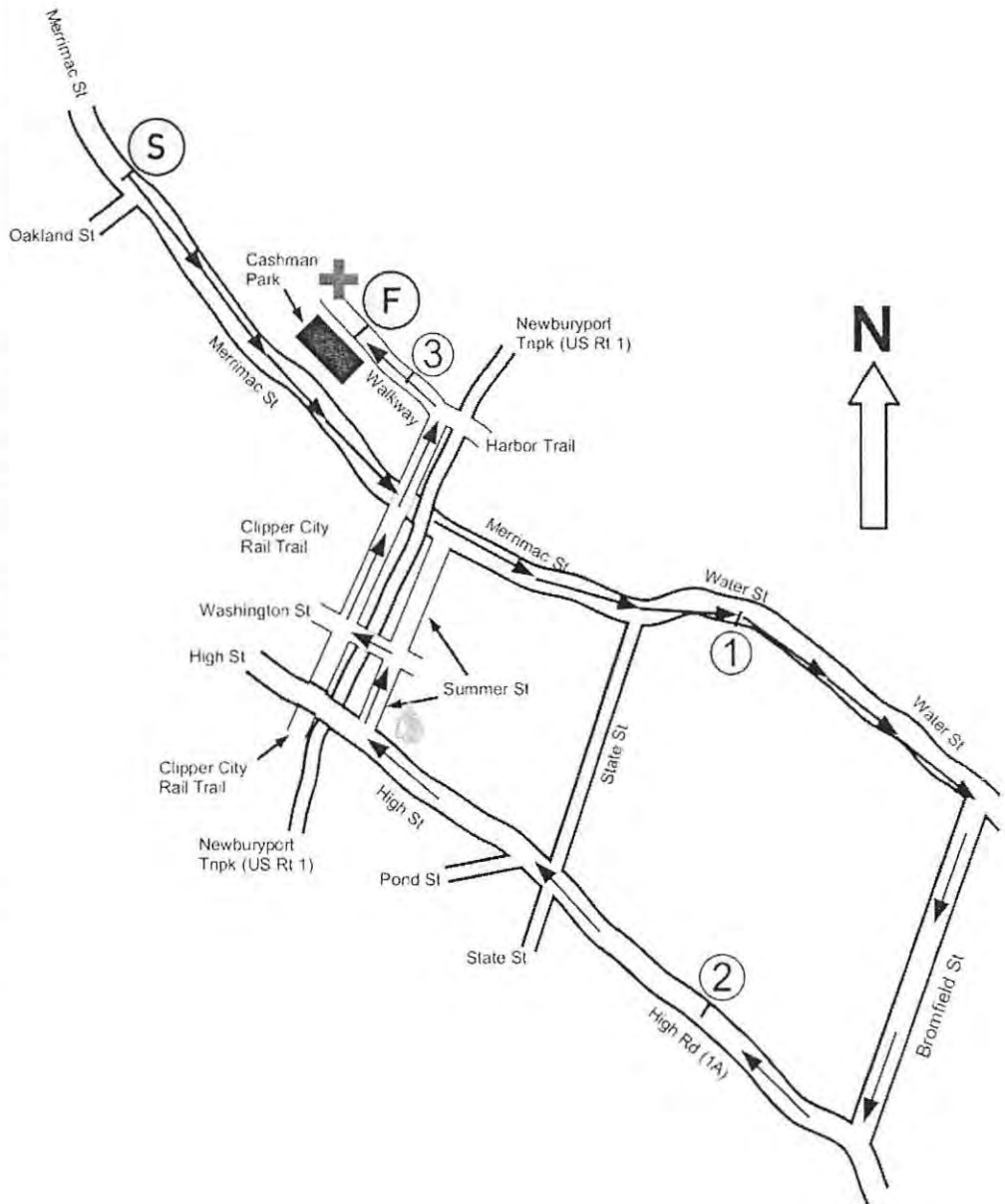
13.1 & 5K

USATF Certificate MA15007BK
Effective Nov 27, 2015 - Dec 31, 2025

Start Detail



Finish Detail



① — ③ MILE MARKERS

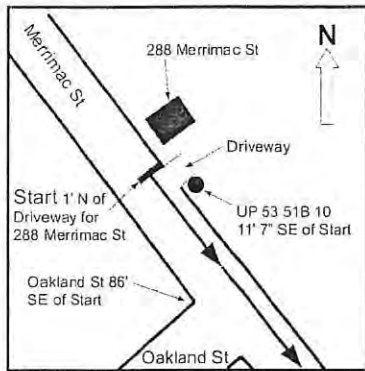
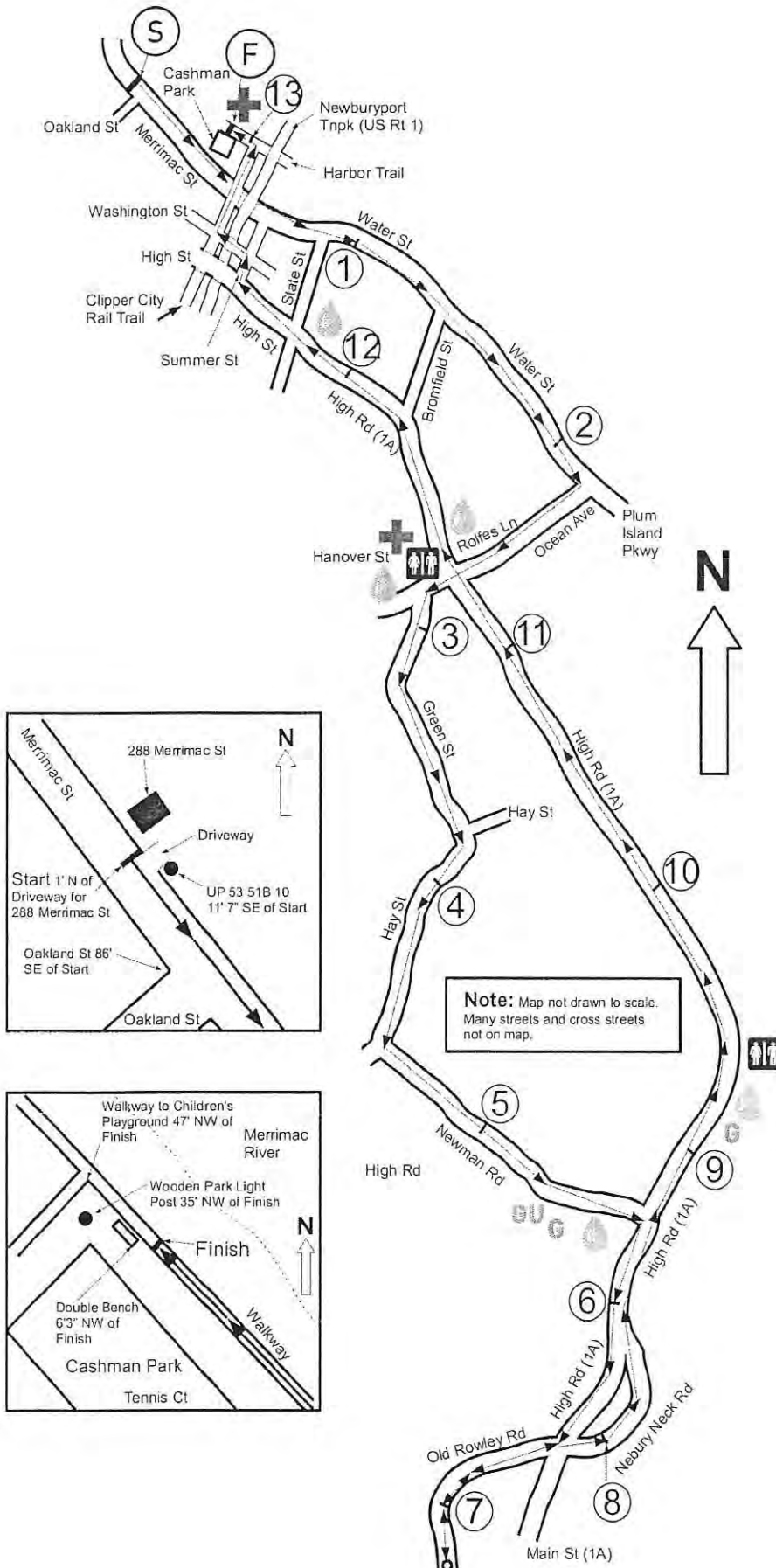
RED CROSS +
Finish line, Cashman Park

WATER STAND
Mile 2.25 High St.

newburyport

13.1 & 5K

USATF Certificate MA15008BK
Effective Nov 27, 2015 - Dec 31, 2025



①—⑬ MILE MARKERS

RED CROSS +

Finish line, Cashman Park
Corner of Hanover St. and High Rd.

WATER STANDS

- Mile 2.75 Corner of High Rd. and Hanover St.
- Mile 5.8 Corner of High Rd. and Newman Rd.
- Mile 9 High Rd.
- Mile 11.25 Corner of High Rd. and Rolfes Lane
- Mile 12 High Rd.

RELIEF STOPS

- Mile 2.75 Corner of High Rd. and Hanover St.
- Mile 9 High Rd.
- Mile 11.25 Corner of Hanover St. and High Rd.

GU

- Mile 5.5 Newman Rd.

GATORADE

- Mile 5.5 Newman Rd.
- Mile 9 High Rd.



CITY OF NEWBURYPORT

POLICE DEPARTMENT

MARK MURRAY
CITY MARSHAL

RICHARD J. SIEMASKO
SENIOR LIEUTENANT

4 GREEN ST
NEWBURYPORT, MA
01950

TEL: 978-462-4411

To Whom it May Concern,

Regarding the Fuel ½ Marathon and 5k I cannot approve the application.

Having 2 races go through the downtown and later State and High St's cause major traffic congestion and delays.

Especially a ½ Marathon which goes through State and High near the end of the race, it is necessary to hold up traffic for extended lengths of time causing traffic to back up significantly. Traffic cannot be detoured as there is no re-routing option.

The only way to deal with this traffic is to stop it and only allow traffic to proceed when gaps in the runners occur.

The out and back section on Olde Rowley Rd is also concerning. The lead motorcycle had great difficulty negotiating this section last year as he was leading the race back into the race. The road is quite narrow and the number of runners exceeds the capacity of the road.

I highly recommend that the race organizers find an alternate route which takes the runners away from the congested areas of the City, not directly into them.

These are not new concerns. These were all made to race organizers 2 years ago. The race organizers have failed to address any of my concerns or take any corrective action.

Sincerely,

Richard J. Siemasko
Senior Lieutenant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2017

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 Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Alex Campbell PHONE (A/C, No, Ext): 978-225-6361 FAX (A/C, No): E-MAIL ADDRESS: acampbell@easterninsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** 17 GL **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 INSP	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:			PHPK1650824	6/25/2017	6/25/2018	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 1000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY <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) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)
 City of Newburyport is additional insured with respect for General Liability if required by written permit, contract or agreement.

CERTIFICATE HOLDER City of Newburyport City Hall, PO Box 550 Newburyport, MA 01950	CANCELLATION 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/SCAMPB
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