

**CITY OF NEWBURYPORT
PUBLIC HEARING**

In accordance with section 1 of chapter 369 of the acts of 1982,
the City Council of the City of Newburyport will hold a
public hearing on the determination of the **Percentage of Tax
Levy** to be borne by each **Class of Real and Personal
Property for Fiscal Year 2018**. The hearing will be held in **the
Council Chambers at Newburyport City Hall at 7:15 P.M.,
Monday, November 13, 2017** At which time all interested
parties may be heard.

Councillor Thomas O'Brien

A true copy attest:

Richard B. Jones, City Clerk

**CITY OF NEWBURYPORT
FISCAL YEAR 2018
CLASSIFICATION**



November 13, 2017

MINIMUM RESIDENTIAL FACTOR

- A Residential Factor of 1 and raising the levy by 1.75% as opposed to 2.50% would yield a single tax rate of \$13.26 per thousand of value.
- Tax Levy: \$54,807,252 / Value: \$4,132,346,602 = (0.01326) X 1000 = Single Tax Rate of \$13.26
- Chapter 200 allows Newburyport to select a factor less than 1 thereby shifting more of the tax burden onto the CIP classes or properties.
- Since 1918 Newburyport has chosen to adopt a MRF of 1 except for Fiscal Year 1986 when a shift to 1.50 of the CIP class was adopted.

TAX LEVY NOTES

- The Mayor has proposed raising the Levy by 1.75% instead of the full 2.5%.
- By not raising this additional \$373,762 of tax levy, the tax rate is reduced by \$0.09
- It translates into a \$50.43 savings for the average single family residential taxpayer.

AVG TAX BILL FY 2017 – FY 2018

	2017	2018
Avg. Single Family Value	\$540,300	\$560,300 (+3.7%)
Res Tax Rate	\$13.45	\$13.26 (-\$0.19)
Avg. Res Tax Bill	\$7,267.03	\$7,429.58 (+\$162.55 or 2.20%)
Avg. Commercial Value	\$1,177,200	\$1,211,800 (+2.9%)
CIP Tax Rate	\$13.45	\$13.26 (-\$0.19)
Avg. Comm. Tax Bill	\$15,833.34	\$16,068.46 (+\$235.12 or 1.48%)

TAX LEVY BY CLASS

CLASS	VALUE	%	
Residential	3,603,421,309	87.2004	R & O %
Open Space	256,100	0.0062	87.2066
Commercial	304,860,091	7.3774	
Industrial	173,737,400	4.2043	C I P %
Personal Property	50,071,702	1.2117	12.7934
Total	4,132,346,602	100.0000	

Levy	54,807,252
Single TaxRate	13.26

Estimated Tax Rates

CIP Shift	Residential	Open Space	Comm.	Ind.	PP
0.00	13.26	13.26	13.26	13.26	13.26
0.05	13.17	13.17	13.93	13.93	13.93
0.10	13.07	13.07	14.59	14.59	14.59
0.15	12.97	12.97	15.25	15.25	15.25
0.20	12.87	12.87	15.92	15.92	15.92
0.25	12.78	12.78	16.58	16.58	16.58
0.30	12.68	12.68	17.24	17.24	17.24
0.35	12.58	12.58	17.91	17.91	17.91
0.40	12.48	12.48	18.57	18.57	18.57
0.45	12.39	12.39	19.23	19.23	19.23
0.50	12.29	12.29	19.89	19.89	19.89

CITY COUNCIL MEETING AGENDA - VERSION 1
CITY COUNCIL CHAMBERS
NOVEMBER 13, 2017

7:15PM
Tax Classification Hearing

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

October 30, 2017

(Approve)

8. TRANSFERS

- **TRAN044_11_13_17** Free Cash \$20K to High School Roof Repairs \$20K (B&F)
- **TRAN045_11_13_17** Free Cash \$35K to Rail Trail Phase 2 Capital Project \$35K (B&F)
- **TRAN046_11_13_17** Free Cash \$373,762 to General Fund Budget Reserve \$373,762 (B&F)
- **TRAN047_11_13_17** Free Cash \$300K to Roadway Reconstruction Program \$300K (B&F)

9. COMMUNICATIONS

- **COMM116_11_13_17** Retirement Board Expense Budget CY2018 (B&F)
- **COMM117_11_13_17** Ltr re: Morrill Foundation Funding Directive (B&F)
- **COMM118_11_13_17** Plum Fest - 5/19/2018 (R&F)
- **COMM119_11_13_17** Ltr re: Towle Project / Samuel Morse House (P&D)

10. APPOINTMENTS

- **NONE**

END OF CONSENT AGENDA
REGULAR AGENDA

11. MAYOR'S UPDATE

12. APPOINTMENTS

Second Reading

- **APPT063_10_30_17** Karina Moltz 15 Summit Pl Disabilities Comm 11/30/20
- **APPT064_10_30_17** Lisa Rowan 17 Boardman St Disabilities Comm 11/1/20
- **APPT065_10_30_17** Keith R. Carter 13 Monarch Wy, Kingston NH Spec Pol Officer N/A

Re-Appointments

- APPT066_10_30_17 Crispin S. Miller 1 Parker Ridge Way Tree Comm 11/1/20
- APPT067_10_30_17 Constance Preston 18 Atwood St Tree Comm 11/30/20

13. ORDERS

- ORDR059_11_13_17 Order Authorizing Acceptance of Samuel Morse ("1690") House
- ORDR060_11_13_17 Order Authorizing Acceptance of Towle Building
- ORDR061_11_13_17 Home Rule Petition re: Special Election to Accept Clause 41C1-2
- ORDR062_11_13_17 Residential Factor FY2018
- ORDR063_11_13_17 Tax Rate FY2018
- ORDR064_11_13_17 Newburyport Parks Conservancy Gift Acceptance \$1689.77
- ORDR065_11_13_17 Senior Tax Work-Off Income Limit

14. ORDINANCES

- ODNC013_09_11_17 Zoning – High Street Residential Districts (2nd Reading)
- ODNC014_09_25_17 No Smoking at Certain Municipal Facilities (2nd Reading)
- ODNC016_10_10_17 Update Rules for Special Events (2nd Reading)

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
- ORDR057_10_30_17 Parks Gift Acceptance

General Government

In Committee:

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
- COMM109_09_11_17 A-Frames - Ivy Lane
- COMM114_10_30_17 A-Frames - Metzy's Cantina

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**)
- **COMM111_10_10_17** Petition for Road Repairs and Repaving – Squires Glen

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
- **ODNC008_06_26_17** Zoning Amendment – Bed & Breakfast Use (V-D, V-E) (**COTW**)
- **ORDR047_08_14_17** Pilot Program for Wayfinding Signage (**PU, COTW**)
- **ODNC012_09_11_17** Zoning Amendment – Off-Street Parking Regulations (**COTW**)
- **COMM115_10_30_17** **LATE FILE** Memo re: Proposed Zoning Amendments on Council Agenda
- **ODNC017_10_30_17** Zoning Amendment – No Use Variances (**COTW**)
- **ODNC018_10_30_17** Zoning Amendment – Zoning Map R3 to R2 Expanded 10/30/2017 (**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**)
- **COMM112_10_10_17** Walk MS: Newburyport – 4/28/2018
- **ORDR055_10_10_17** No Parking - 59th Street
- **COMM113_10_30_17** Harborside Half Marathon - 11/19/2017

Public Utilities

In Committee:

- **COMM060_05_31_16** Mobilitie, LLC Highway Access Permit
- **ORDR015_04_10_17** Complete Streets Policy (**P&D**)
- **ORDR047_08_14_17** Pilot Program for Wayfinding Signage (**P&D, COTW**)
- **ODNC015_10_10_17** Amend Sec. 12-1.3 Signs in Public Ways (**COTW**)
- **ORDR056_10_30_17** Swazy Alexander Landscaping, LLC - Lic Contractor

Rules Committee

In Committee:

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

16. GOOD OF THE ORDER

17. TABLED – EXECUTIVE SESSION – To Discuss the Minutes and possible release thereof relating to four Executive Sessions called to discuss the Purchase and Sale Agreement for the Intermodal Transit and Parking Facility located at 90 Pleasant Street and 83 Merrimac Street in Newburyport. The four meetings referenced were held on April 10, 2017, January 9, 2017, December 12, 2016, and October 31, 2016.

18. ADJOURNMENT

CONSENT AGENDA

CITY COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS
OCTOBER 30, 2017

7:30PM

The City Council President called the meeting to order at 7:30pm. A moment of silence was held for William (“Bill”) Melanson and Barbara Ann Doyle. 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: Connell, Cronin, Devlin, Earls, Eigerman, Giunta, Tontar, Vogel, Zeid, Cameron, OBrien. 11 present.

(Sound Check)

1. MOMENT OF SILENCE

2. PLEDGE OF ALLEGIANCE

3. CALL TO ORDER

4. LATE FILE ITEMS Mayor’s Update, v2 ODNC018 (plus new map), COMM115

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

5. PUBLIC COMMENT

1. Andrew Port	61 Water St	NRA Site Work
2. Richard Goulet	25 Phillips Dr	Drainage Issues
3. Tom Kolterjahn	64 Federal St	Zoning Amendments
4. Bill Harris	56 Lime St	Ferry Wharf Way
5. Bonnie Sontag	10 Upland Rd	Zoning Amendments
6. Karina Moltz	15 Summit Pl	Disabilities Comm
7. Constance Preston	18 Atwood St	Tree Comm
8. Stephanie Niketic	93 High St	Zoning Amendments
9. Philip Cootey	22 Phillips Dr	OBrien
10. Pam Kipp	11 Tremont St	Tremont St R2

6. MAYOR’S COMMENT

CONSENT AGENDA

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7. APPROVAL OF MINUTES

October 10, 2017

(Approve)

8. TRANSFERS

- NONE

9. COMMUNICATIONS

- **COMM113_10_30_17** Harborside Half Marathon - 11/19/2017 (PS)
- **COMM114_10_30_17** A-Frames - Metzys Cantina (L&P)

10. APPOINTMENTS

- **APPT063_10_30_17** Karina Moltz 15 Summit Pl Disabilities Comm 11/30/20
- **APPT064_10_30_17** Lisa Rowan 17 Boardman St Disabilities Comm 11/1/20
- **APPT065_10_30_17** Keith R. Carter 13 Monarch Wy, Kingston NH Spec Pol Officer N/A

Re-Appointments

- **APPT066_10_30_17** Crispin S. Miller 1 Parker Ridge Way Tree Comm 11/1/20
- **APPT067_10_30_17** Constance Preston 18 Atwood St Tree Comm 11/30/20

END OF CONSENT AGENDA REGULAR AGENDA

Motion to approve the Consent Agenda by Councillor Zeid, seconded by Councillor Connell. So voted.

11. MAYOR'S UPDATE

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

12. COMMUNICATIONS

- **COMM115_10_30_17 LATE FILE** Memo re: Proposed Zoning Amendments on Council Agenda
Motion to refer to Planning & Development by Councillor Zeid, seconded by Councillor Tontar. So voted.

13. APPOINTMENTS

Second Reading

- **APPT062_10_10_17** Harrison L. Whitney, Jr. 23 Low St, Newbury Spec Pol Officer N/A
Motion to approve second reading appointments by Councillor Connell, seconded by Councillor Cameron.
Roll call vote, 11 yes. Motion passed.

14. ORDERS

- **ORDR056_10_30_17** Swazy Alexander Landscaping, LLC - Lic Contractor
Motion to refer to Public Utilities by Councillor Eigerman, seconded by Councillor Cameron. So voted.
- **ORDR057_10_30_17** Parks Gift Acceptance
Motion to refer to Budget & Finance by Councillor Tontar, seconded by Councillor Cameron. So voted.
- **ORDR058_10_30_17** Handicapped Parking Space - 24 Ship St
Motion to approve in one reading, as an emergency exists pursuant to Charter Section 2-9(b), by Councillor Zeid, seconded by Councillor Cameron. Roll call vote, 11 yes. Motion passed. Motion to approve by Councillor Zeid, seconded by Councillor Cameron. Roll call vote, 11 yes. Motion passed.

15. ORDINANCES

- **ODNC010_06_26_17** Zoning Amendment – Zoning Map, R-2, Dimensional Controls (**2nd Reading**)
Motion to approve second reading by Councillor Zeid, seconded by Councillor Tontar. Roll call vote, 11 yes. Motion passed.
- **ODNC011_06_26_17** Zoning Amendment – Inclusionary Affordable Housing (**2nd Reading**)
Motion to approve second reading by Councillor Cronin, seconded by Councillor Vogel. Roll call vote, 11 yes. Motion passed.
- **ODNC017_10_30_17** Zoning Amendment – No Use Variances
Motion to refer to Planning & Development and Committee of the Whole by Councillor Eigerman, seconded by Councillor Cameron. So voted.
- **ODNC018_10_30_17** Zoning Amendment – Zoning Map R3 to R2 Expanded 10/30/2017
Motion to refer to Planning & Development and Committee of the Whole by Councillor Earls, seconded by Councillor Cameron. Councillor Eigerman recused.

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

General Government

In Committee:

Joint Education

In Committee:

Councillor Giunta stated the next meeting would be held November 6th at 5:30pm at the Senior/Community Center.

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
- **COMM109_09_11_17** A-Frames - Ivy Lane

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
Motion to remove from Neighborhood & City Services by Councillor Connell, seconded by Councillor Giunta. Motion to receive and file by Councillor Connell, seconded by Councillor Giunta. So voted.
- **COMM090_08_14_17** Ltr re: Parking Garage
Motion to remove from Neighborhood & City Services by Councillor Connell, seconded by Councillor Giunta. Motion to receive and file by Councillor Connell, seconded by Councillor Zeid. So voted.
- **ODNC014_09_25_17** No Smoking at Certain Municipal Facilities (**COTW**)
Motion to remove from Neighborhood & City Services by Councillor Connell, seconded by Councillor Vogel. Motion to approve by Councillor Connell, seconded by Councillor Eigerman. Roll call vote, 11 yes. Motion passed.
- **COMM111_10_10_17** Petition for Road Repairs and Repaving – Squires Glen

Planning & Development

In Committee:

- **COMM023_02_27_17** Zoning Changes to Waterfront West (**COTW**)
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- **ORDR047_08_14_17** Pilot Program for Wayfinding Signage **(PU, COTW)**
- **ODNC012_09_11_17** Zoning Amendment – Off-Street Parking Regulations **(COTW)**
- **ODNC013_09_11_17** Zoning – High Street Residential Districts **(COTW)**
Motion to remove from Planning & Development by Councillor Cameron, seconded by Councillor Tontar. Motion to approve as amended per COMM115_10_30_17 by Councillor Cameron, seconded by Councillor Tontar. Roll call vote, 10 yes, 1 recused (Eigerman). Motion passed.

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)**
- **COMM095_08_14_17** Newburyport River Run - 5/6/18
Motion to remove from Public Safety by Councillor Cronin, seconded by Councillor Tontar. Motion to receive and file by Councillor Cronin, seconded by Councillor Tontar. So voted.
- **COMM112_10_10_17** Walk MS: Newburyport – 4/28/2018
- **ORDR054_10_10_17** Stop Intersection - Marlboro and High Street
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.
- **ORDR055_10_10_17** No Parking - 59th Street
- **ODNC016_10_10_17** Update Rules for Special Events
Motion to remove from Public Safety by Councillor Cronin, seconded by Councillor Zeid. Motion to approve by Councillor Cronin, seconded by Councillor Zeid. Roll call vote, 11 yes. Motion passed.

Public Utilities

In Committee:

- **COMM060_05_31_16** Mobilitie, LLC Highway Access Permit
- **ORDR015_04_10_17** Complete Streets Policy **(P&D)**
- **ORDR047_08_14_17** Pilot Program for Wayfinding Signage **(P&D, COTW)**
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In Committee:

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17. TABLED – EXECUTIVE SESSION – To Discuss the Minutes and possible release thereof relating to four Executive Sessions called to discuss the Purchase and Sale Agreement for the Intermodal Transit and Parking Facility located at 90 Pleasant Street and 83 Merrimac Street in Newburyport. The four meetings referenced were held on April 10, 2017, January 9, 2017, December 12, 2016, and October 31, 2016. Motion to remove from the table by Councillor Earls, seconded by Councillor Tontar. So voted. Motion to table by Councillor Earls, seconded by Councillor Tontar. Roll call vote, 11 yes. Motion passed.

18. ADJOURNMENT

Motion to adjourn by Councillor Cameron, seconded by Councillor Zeid. So voted. 8:45pm.

TRANSFERS



City of Newburyport
FY 2018
BUDGET TRANSFER REQUEST

RECEIVED
 CITY CLERK'S OFFICE
 NEWBURYPORT, MA

2017 NOV -7 AM 9:19

Department: Mayor's Office

Submitted by: Donna D. Holaday, Mayor

Date Submitted: 11/13/2017

Transfer From:

Account Name	General Fund - Free Cash	YTD Bal:	\$ 2,493,539.00
Account Number:	01-35910	Trans In:	\$ -
Amount:	\$20,000.00	Trans Out:	\$ -
Why are Funds Available:	<i>The Massachusetts Department of Revenue certified Free Cash for FY2018 at \$2,493,539. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council.</i>		

Transfer To:

Account Name	High School Roof Repairs	YTD Bal:	\$ -
Account Number:	New Capital Project	Trans In:	\$ -
Amount:	\$20,000.00	Trans Out:	\$ -
Why are Funds Required:	<i>To make much needed repairs to the roof at the High School until funds are available to replace the deteriorated sections of the roof, potentially with support from the Mass. School Building Authority (MSBA). See attached explanatory memo.</i>		

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

Donna D. Holaday
Ethan R. Manning

Date: 11/6/17
 Date: 11/13/17



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2017 NOV -7 AM 9:19

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: November 13, 2017
Subject: Newburyport High School Roof Repairs

I respectfully request the appropriation of \$20,000 from Free Cash to fund much needed repairs to the roof at the High School. In discussions with Superintendent Susan Viccaro and Director of Facilities, Steve Bergholm, we feel that this is a sufficient amount of funding to make immediate repairs, while we attempt to get back into the Massachusetts School Building Authority (MSBA) pipeline to fund the larger roof replacement that is needed.

The scope of work for immediate repairs that need to be made include:

- Replace approximately 50' of copper flashing along roof edge
- Repair/replace flashing around air intake and exhaust vents on Building A sloped roof
- Replace missing and damaged asphalt shingles on Building A sloped roof (blown off in various wind storms)
- Troubleshoot and repair leak in north-east corner of cafeteria roof
- Troubleshoot and repair leaks in the tiered roofing between Buildings A&B
- Replace several loose patches
- Inspect all flat roof sections for loose seams, punctures and tears

As you are aware, we attempted to get into the MSBA Repair Program in the last fiscal year, however our application was denied. We intend to re-apply to the MSBA Repair Program and are hopeful that partial funding for the roof replacement can be secured in the coming years.

Thank you for your consideration.



City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

NOV -7 AM 9:19

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 11/13/2017

Transfer From:

Account Name	General Fund - Free Cash	YTD Bal:	\$ 2,493,539.00
Account Number:	01-35910	Trans In:	\$ -
Amount:	\$35,000.00	Trans Out:	\$ -
Why are Funds Available:	<i>The Massachusetts Department of Revenue certified Free Cash for</i>		
	<i>FY2018 at \$2,493,539. These funds are available for any legal expenditure with the approval of the</i>		
	<i>Mayor and a vote of the City Council.</i>		

Transfer To:

Account Name	Rail Trail Phase 2 Capital Project	YTD Bal:	\$ 252,032.25
Account Number:	3608-49730	Trans In:	\$ 74,153.46
Amount:	\$35,000.00	Trans Out:	\$ -
Why are Funds Required:	<i>For assessment of the contaminated soils found in the old rail corridor and</i>		
	<i>final construction administration of the Rail Trail project. A transfer was made over the summer from the NHS</i>		
	<i>Stadium balance; now that Free Cash is certified, we are requesting the additional funding needed.</i>		
	<i>See attached explanatory memo from the Senior Project Manager.</i>		

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

<u><i>Donna D. Holaday</i></u>	Date: <u>11/7/17</u>
<u><i>Ethan R. Manning</i></u>	Date: <u>11/7/17</u>



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)

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2017 NOV -7 AM 9:19

DONNA D. HOLADAY
MAYOR

MEMORANDUM

TO: NEWBURYPORT CITY COUNCIL

FROM: GEORDIE VINING, SENIOR PROJECT MANAGER

SUBJECT: TRANSFER REQUEST TO SUPPORT CONTAMINATED SOIL ASSESSMENT FOR CLIPPER CITY RAIL TRAIL PHASE II

DATE: 11/7/17

We are writing to respectfully request the City Council's approval of a transfer of \$35,000 from Free Cash to the Rail Trail Capital Project account for assessment of the contaminated soils found in the old rail corridor and final construction administration of the Rail Trail project.

As discussed in a previous City Council committee meeting as well as a recent project public meeting, additional funding is required to complete the assessment phase regarding the soil contamination so that the City can be in compliance with DEP and EPA regulations. The project's existing contingency funding has been consumed by additional funding required for the March's Hill spur pathway revision as well as evaluation and reporting of the soil contamination to date. Please note that the City is receiving significant financial and logistical support from MassDOT's Environmental Services Section and MassDOT's rail trail project budget for the evaluation and remediation of the contaminated soil. In addition, the City has received a brownfields grant that is anticipated to cover the City's share of the upcoming soil remediation phase costs.

Earlier in the year, the rail trail contractor found polychlorinated biphenyls (PCBs) in a stretch of soil in the old rail corridor behind the wastewater treatment facility above applicable regulatory standards. These PCBs had not been identified in the earlier environmental site assessment conducted and the soil sampling done along the corridor. However, all railroad corridors are presumed to have some level of soil contaminants and it is not uncommon to find additional contaminants during development of rail trails. The origin of these particular PCBs is not certain and is presumed to be old railroad operations (e.g., hydraulic fluid) which ceased circa 1972. The City needed to immediately make reports to the regulatory authorities about the discovery of this PCB contamination and accordingly hired a Licensed Site Professional (LSP). Working with MassDOT and the rail trail contractor, and in consultation with state and federal regulatory authorities, we have conducted several rounds of soil sampling in order to characterize the full extent of contamination to the satisfaction of DEP and EPA. The most recent soil samples are currently being analyzed in a laboratory, and our consultants are developing a remediation plan this month to be sent to the EPA and DEP for confirmation.

The regulatory risk thresholds are conservative, and the area is thoroughly fenced off to the public until a remediation plan can be implemented. PCBs are not volatile, do not migrate, and the LSP's have indicated that the soil contamination is confined to the former railroad bed and does not affect the intertidal zone or river. Please note that the regulations do not allow the City to indefinitely fence off the area as is without remediation. Multiple remedial action alternatives have been reviewed, and the best feasible alternative will involve excavation; live-loading and removal of the impacted soils; disposal in an off-site licensed facility; replacement with clean fill to a depth of approximately 2-4 feet in targeted areas; and capping the inaccessible soils above the high voltage direct-buried electrical cables (located four to five feet below grade) and underground duct

bank (three feet below grade) along with an Activity and Use Limitation that would run with the property's deed. Once approved, the actual remediation work will be quick. The contractor will then be able to go back and finish construction of the rail trail in this vicinity in the spring of 2018.

LSP services needed for the assessment phase of this effort include: developing reports such as an Immediate Response Action (IRA) plan for the DEP under the Massachusetts Contingency Plan (MCP) including requirements under the federal Toxic Substance Control Act (TSCA); oversight of the soil sampling including coordination and mapping of the soil boring locations, oversight of the sampling procedures, collation and review of the soil sampling data; written and oral communication with the regulatory authorities; meetings with the City, MassDOT, contractor and other consultants; and development of alternative remediation approaches, cost estimates, and recommendations. The City's consultant Stantec projects that the funding requested should complete the assessment phase. Once we enter the remediation phase, the City's \$100,000 reimbursable brownfields grant should cover all the City's projected costs associated with coordination, implementation and reporting of an approved remediation plan.

Please see the attached order and thank you for your consideration.





City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

NOV -7 AM 9:20

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 11/13/2017

Transfer From:

Account Name	<u>General Fund - Free Cash</u>	YTD Bal:	<u>\$ 2,493,539.00</u>
Account Number:	<u>01-35910</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$373,762.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Available: <u>The Massachusetts Department of Revenue certified Free Cash for</u>			
<u>FY2018 at \$2,493,539. These funds are available for any legal expenditure with the approval of the</u>			
<u>Mayor and a vote of the City Council.</u>			

Transfer To:

Account Name	<u>General Fund Budget Reserve</u>	YTD Bal:	<u>\$ -</u>
Account Number:	<u>01-32801</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$373,762.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Required: <u>An appropriation of \$373,762 is required to set the FY2018 tax rate at</u>			
<u>\$13.26 as recommended. This represents a 1.75% increase to the levy limit under Proposition 2 1/2,</u>			
<u>which sets the maximum annual increase to the levy limit as 2.5%.</u>			

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

Donna D. Holaday
Ethan R. Manning

Date: 11/6/17
 Date: 11/13/17



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2017 NOV -7 AM 9:20

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: November 13, 2017
Subject: Fiscal Year 2018 Tax Rate

For the current fiscal year, we recommend setting the FY2018 tax rate at **\$13.26 per \$1,000** based on a tax levy of \$54,794,916 and a city-wide valuation of \$4,132,346,602. This tax rate represents a \$0.19 per \$1,000 decrease over FY2017 and utilizes \$373,762 in Free Cash to defray 0.75% of the increase allowed under Proposition 2 ½.

Based on the FY2018 valuation, the average single family home in Newburyport is now assessed at \$560,300, compared to \$540,300 in FY2017. This results in an average single family tax bill of \$7,430, which represents a 2.3%, or \$163, increase over FY2017's average single family tax bill. By defraying the increase to the tax levy by 0.75%, the average single family home would experience a \$50 savings from what would otherwise be a \$213 increase.

Given the robust real estate market that has encouraged new development and improvements or additions to existing homes, we have added \$933,594 in value from New Growth for FY2018. This is a positive indicator of the local economy and part of the reason that I do not recommend taxing up to the maximum levy limit for FY2018.

As recently discussed, I am ever-mindful of the impact that taxes have on property owners, especially seniors. It is for that reason that I recommended increasing the maximum abatement under the senior tax work off program from \$1,000 to \$1,500 per year. It is also for that reason that I recommend the acceptance of Clause 41C½ of M.G.L. c. 59, sec. 5, to provide more tax relief to a greater number of seniors in our community.

Thank you for your consideration.



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
NOV 17 AM 9:19

City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

Department: Mayor's Office

Submitted by: Donna D. Holaday, Mayor

Date Submitted: 11/13/2017

Transfer From:

Account Name	General Fund - Free Cash	YTD Bal:	\$ 2,493,539.00
Account Number:	01-35910	Trans In:	\$ -
Amount:	\$300,000.00	Trans Out:	\$ -
Why are Funds Available:	<i>The Massachusetts Department of Revenue certified Free Cash for FY2018 at \$2,493,539. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council.</i>		

Transfer To:

Account Name	Roadway Reconstruction Program	YTD Bal:	\$ -
Account Number:	New Capital Project	Trans In:	\$ -
Amount:	\$300,000.00	Trans Out:	\$ -
Why are Funds Required:	<i>Chapter 90 funding does not provide enough funding to address the City's roads that are in need of repair. As such, I recommend an appropriation of \$300,000 so that DPS may begin planning the City's 2018 Roadway and Sidewalk Reconstruction Program.</i>		

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

Donna D. Holaday
Ethan R. Manning

Date: 11/16/17

Date: 11/13/17



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2017 NOV -7 PM 3:09

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: November 13, 2017
Subject: Roadway Spot Repair Program – Funding request

Over the past few months I have been in discussions with the Director and Deputy Director of DPS regarding the needs for a Roadway Spot Repair Program. There are many streets in the city that could use a full restoration, however with limited available funds, the option of only paving the most deteriorated part of a particular street would be a better solution so that we may keep these streets passable and, at the same time, extend the roadway life for many more years.

The current MassDOT Chapter 90 program does not support spot repairs and any state funds used on roadways must meet MassDOT requirements of fully ADA compliant wheelchair ramps and other mandatory sidewalk improvements. As a result, Chapter 90 funds cannot be used for local spot repairs.

At this time, we are requesting a free cash appropriation of \$300,000 so that we may begin to address roadways that are currently in need of immediate repair. Going forward, it is our goal to make an annual appropriation of at least \$200,000 to address these problems on a yearly basis; this would allow DPS to make necessary roadway improvements thereby preventing further deterioration.

Below I have listed the streets that need immediate roadway spot repair. These streets have been in need of attention for many years and tend to be the most hazardous in terms of pothole repairs, drainage issues and personal and vehicle insurance claims.

1. **Doe Run Drive – Near #13 culvert crossing**

60' x 38' = 260 square yards = **\$8,000**

2. **High Street – From Plummer Avenue to North Atkinson Street (Phase 1)**

1800' x 45' = 9000 square yards = **\$110,000**

3. **Lavalley Lane – From Hale Street to Frances Drive**

625' x 30' = 2,080 square yards = **\$43,000**

4. Longfellow Road - From #28 - #39 Longfellow Road

700' x 23' = 1800 square yards = **\$45,000**

5. Marquand Lane – From 50' west of Turkey Hill Rd to 150' west of Turkey Hill Rd

200' x 22' = 489 square yards = **\$13,000**

6. Opportunity Way – At end of roadway

400' x 34' = 1500 square yards = **\$38,000**

7. Plum Island Turnpike – West of Mass Audubon at culvert

200' x 30' = 675 square yards = **\$23,000** (Need extra mix for grading issues)

8. Wildwood Drive – Near #15 culvert crossing.

160' x 38' = 675 square yards = **\$20,000** (Need extra mix for grading issues)

The current Chapter 90 funding of \$517,659 and the estimated \$250,000 in sidewalk replacement funds allow us to reconstruct about 1,200 linear feet of roadway and sidewalks. Below I have listed some priority streets with a cost estimate that I will be considering for the next few years. These are only estimates and will need some engineering design to calculate actual cost.

1. Barton Street – Whole Length / 850'. Estimated cost \$500,000.
2. Beacon Avenue – South Pond St to Reilly Avenue. Estimated cost \$125,000.
3. Columbus Avenue – Whole Length / 1,200'. Estimated cost \$750,000
4. Dove Street – Whole Length / 800'. Estimated cost \$500,000.
5. Oak Street – Whole Length / 1,200. Estimated cost \$600,000.
6. Plummer Avenue – Whole Length / 1,500'. Estimated cost \$780,000.
7. Reilly Avenue – Whole Length / 600'. Estimated cost \$350,000.
8. Russia Street – Finish both sides of street. Estimated cost \$175,000.
9. South Pond Street – Whole Length / 500'. Estimated cost \$300,000.
10. Willow Avenue – Whole Length / 550'. Estimated cost \$425,000.

I look forward to discussing this plan with you and hope that we can establish a Roadway Spot Repair Program that will be used to address our deteriorating roadways.

Thank you for your consideration.

COMMUNICATIONS

*Newburyport Retirement Board
16 Unicorn Street
Newburyport, MA 01950*

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2017 OCT 32 AM 8:22
21027 0 10N

Board Members

*Joseph Spaulding, Chairman
Jeffrey Cutter, Vice-Chairman
Alexander Kravchuk, Board Appointee
Ethian Manning, City Auditor
John Moak, Mayor Appointee*

*Laurie Burton, Executive Director
LaurieBurton@NewburyportRetirement.org
Telephone
(978) 465-6619
FAX
(978) 462-4042*

October 27, 2017

To: President and Members of the City Council

From: Newburyport Retirement Board

Re: Retirement Board Expense Budget C/Y 2018

Section 36 of Chapter 306 of the Acts of 1996 states that each Retirement Board shall adopt an annual budget and supplemental budgets as deemed necessary by said Board. Said budgets shall be funded solely from the investment income account of each system and without any further appropriation from the municipality of said Board. At least 30 days prior to the adoption of said budget, the Board shall file said budgets with the appropriate legislative body.

The Board will adopt the CY 2018 budget at the Board meeting on November 30, 2017.
This information is being provided as required by the above law.

Sincerely,



Joseph Spaulding
Chairman

Proposed Administrative Budget for the Newburyport Retirement Board

January 1, 2018 - December 31, 2018

Administrative/Office expenses	10,000
Board Stipends	22,500
Conferences/Travel	4,000
Contracts/Software	23,391
Education & Training	1,500
Fiduciary insurance	4,050
Furniture & Equipment	00.00
Health Insurance	29,450
Legal	500
Rent	12,600
<u>Salaries</u>	<u>152,794</u>
Total Budget	260,785

Estimate 2017

Investment fees paid \$386,846

Retiree Pensions paid \$6,517,356

Balance 9/30/17 Pension Reserves Investment Trust \$78,859,261

ROBERT D. MORRILL
8396 SW SNAPDRAGON COURT
STUART, FLORIDA 34997

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2017 OCT 31 AM 10:39

November 1, 2017

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

Re: Morrill Foundation Funding Directive

Dear Madam Mayor,

This letter acknowledges the trustees meeting at City Hall on September 8, 2017 where we were presented with a number of proposed projects for 2018. We subsequently deliberated over the options and have decided how to allocate the \$102,000.00 available for next year.

It is worth noting that Mrs. Lise Reid was invaluable in providing time and resources to not only detail work in process for monies already allotted but also to provide clarity on potential opportunities for the coming year.

We are in agreement with some stipulations on the funds to be used on the approved projects.

Bartlet Mall Historic Restoration - \$25,000.00. It should first be noted that the trustees, during our meeting with the City, reallocated \$5,000.00 previously to be used for a boat at the Mall pending the successful completion of the water treatment. The \$5,000.00, with the City's approval of an additional \$3000.00 from the Conservancy Fund, is to be used in 2017 to start repairing and restoring the Mall slopes, specifically targeting the areas most critically needing immediate attention. It is our understanding this will entail cutting the grass, re-sodding and raking, reseeding, and putting a blanket covering over the area for the winter. With \$8000.00 being applied this year to Phase 1, the allocated \$25,000.00 for next year is to be applied again to Phase 1 and any remaining funds towards Phase 2.

Newburyport High School Outdoor Learning Center - \$25,000.00. Recognition is essential of Mayor Gayden W. Morrill being the genesis of the High School, the site selection, architectural design, contractor approval, all City and Federal funding and personally laying the cornerstone to begin construction. In short Mayor Morrill made Newburyport High School a reality. It is interesting to note that the first full year graduating class was in 1938, Mayor Morrill died in 1948, and the Learning Center could be completed in 2018. The concept and recognition have yet to be

finalized, and the monies are be set aside until a detailed proposal has been sent to the trustees for their approval.

Joppa Park Walkway Beautification - \$20,000.00. In 2016 \$20,000.00 was appropriated to begin the walkway in 2017 pending trustee approval of the installation specifications. This summer with the help of the City engineering department that was accomplished. The \$20,000.00 allocated for 2018 is to be treated as an extension to the overall project.

Atkinson Common Historic Landscape Preservation - \$18,700.00. Atkinson Common lost some large trees as result of aging and last year's drought and some large tree pruning is needed. A detailed work order is to be drawn up before the bidding process begins. This allocation will represent the third year for this project and we trust it will be completed next year.

Atkinson Common Lily Pond Renovation - \$11,700.00. These funds in addition to \$3,300.00 allocated in a previous year along with \$5000.00 committed by the Belleville Improvement Society are to be used to re-pipe the underground water supply to the pond, install a pond liner and reinstall the paver border wall around the lily pond.

Atwood Park Interpretive Panel - \$1600.00. The panel is to recognize Margaret Ford Atwood, for whom the park was named, for her many contributions to what was then the Town of Newbury and subsequently the City of Newburyport.

I know that the City Council will have to formally accept these funds at its December meeting. After notification of their acceptance, and the turn of the year, The Mayor Gayden W. Morrill Charitable Foundation will send a check to the City.

In the meantime, we hope that all in Newburyport will have a wonderful Thanksgiving, a Blessed Christmas, and a safe, joyous, and prosperous New Year.

Sincerely,



Robert D. Morrill

cc: James Agrippa Morrill, James Astle Morrill, Mary Haslinger, Lise Reid, Kimberly Turner, Jack Grady, Peter DeMaranville.

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. 617-480-2975 Fax.

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

NAME OF EVENT: PlumFest

Date: May 19, 2018 Time: from Noon to 6:00

Rain Date: ✓ Time: from _____ to _____

2. Location: Plum Island

3. Description of Property: Private homes Public _____ Private

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

Contact Person Cynthia Keefe Kevin Kelley

Address: 193 Northern Blvd Telephone: 617-480-2975

E-Mail: info@plumfest.org Cell Phone: _____

Day of Event Contact & Phone: 617-480-2975

5. Number of Attendees Expected: 2000?

6. MA Tax Number: _____

7. Is the Event Being Advertis^{Promoted}ed? _____ Where? word of mouth, posters, social media

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

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

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

A. Vending: Food Beverages Alcohol _____ Goods _____ Total # of Vendors 2?

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? Every host home provides one
- b) How many recycling receptacles will you be providing? " "
- c) Will you be contracting for disposal of : **Trash** Yes No **Recycling** Yes No
- i. If yes, size of dumpster(s): **Trash** _____ **Recycling** _____
- ii. Name of disposal company: **Trash** _____ **Recycling** _____
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes No
- iv. If no, where will the trash & recycling be disposed ? everyone takes care of their own

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)
- # 4 Standard # 2 ADA accessible possibly 8 total
- Name of company providing the portable toilets: D.A. Wilkinson

- (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: Cynthia Keefe Date: 10-17-17



Mead, Talerman & Costa, LLC
Attorneys at Law

30 Green Street
Newburyport, MA 01950

Phone 978.463.7700
Fax 978.463.7747

www.mtclawyers.com

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2017 NOV -2 AM 8:35

RECEIVED

NOV 02 2017

Newburyport Planning Dept.

November 2, 2017

In Hand

Andrew Port
Planning Director
City of Newburyport
60 Pleasant Street
Newburyport MA 01950

RE: Towle Project / Samuel Morse House ("1690 House")

Dear Andy;

Reference is made to the above captioned matter and the attached letter of Michael Steinitz, Massachusetts Historical Commission, approving the Preservation Restriction for the Samuel Morse House for execution. In that connection, I have attached the ORIGINAL finalized Preservation Restriction which has been executed by the owner of the property along with a copy. On behalf of my client and pursuant to the agreement of the Planning Board, I request that you obtain the approval of the City Council and the signature of the Mayor. Upon receipt of same, I will forward the restriction to MHC and obtain the signature of the Secretary and then I will cause the restriction to be recorded.

Please let me know when this will be on the agenda for the City Council.

I thank you for your time and consideration.

Regards,

Lisa L. Mead

cc: Client
Mayor Donna Holaday
✓ City Clerk, Richard Jones

Millis Office

730 Main Street, Suite 1F
Millis, MA 02054

Phone 508.376.8400



The Commonwealth of Massachusetts

October 27, 2017 William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

Lisa Mead
Mead, Talerman & Costa, LLC
30 Green St
Newburyport MA 01950

RE: Preservation Restriction Agreement, 262 Merrimac St (aka Samuel Morse House), Newburyport, Massachusetts

Dear Attorney Mead:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the revised Preservation Restriction for the above preservation restriction dated 9-28-17 and received via your electronic submission. The following comments are provided under the MHC's approval authority for preservation restrictions under MGL Chapter 184, Section 32.

The revised draft restriction substantially addresses the comments provided in MHC's letter of September 20, 2017. The MHC is prepared to approve the preservation restriction conditional upon incorporation of the following comments:

- 1) Page 1. Please revise the First Recital to: "Whereas, the Grantor is owner in fee simple of certain real property located at 262 Merrimac Street, Newburyport, Massachusetts, being a portion of the same property conveyed to Newburyport Landing LLC in a deed recorded with the Essex South Registry of Deeds on September 26, 2016 in Book 35292 and Page 19, which portion is Lot 2 as described therein and in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), and as shown on a plan entitled "Plan of Land at 260-276 Merrimac Street, Newburyport, MA Owner: FRCA of Newburyport LLC" by Port Engineering Associates, Inc., dated February 23, 2009 and recorded with the Essex South Registry of Deeds in Plan Book 420, Plan 50, a copy of which is attached hereto and incorporated by reference as Exhibit B-1. Said Property is improved by two (2) principal buildings thereon. This Restriction shall not apply to the multifamily building on the Property constructed in 2008. This Restriction shall apply to the interior and exterior of the building referred to as the "Samuel Morse House / 1690 House", which is adjacent to Merrimac Street, referred to hereinafter as "the Building" described as follows:"
- 2) Page 1. Please revise the Fourth Recital to "B-1 (Recorded Plan of Property), B-2 (Detail of Plan of Property)".
- 3) Please separately label the two "Plot Plans" and reverse their order in the Exhibits. They should be labeled according to the above reference as "Exhibit B-1 Recorded Plan of Property", and "Exhibit B-2 Detail of Plan of Property".
- 4) Please add continuous bottom-center pagination to the entire agreement including all Exhibits.

MHC has previously commented on the revised Exhibit G in its letter of October 20, 2017.

Once the above comments and any final revisions to Exhibit G have been incorporated into the agreement, City and Grantee may execute the agreement and forward the complete original agreement (or multiple originals if they have been created) including all exhibits to MHC for signature approval. Before forwarding, please review all notary signature verifications to assure that they have been fully completed. Once approved MHC will return the agreement(s) to you for recording at the registry of deeds.

Please don't hesitate to contact me with any questions regarding the comments included in this letter.

Sincerely,



Michael Steinitz
Deputy State Historic Preservation Officer
Director, Preservation Planning Division
Massachusetts Historical Commission

Xc: Henry Moss, Brunner/Cott & Assoc.; Newburyport Planning Office; Newburyport Historical Commission; Newburyport Preservation Trust

PRESERVATION RESTRICTION AGREEMENT

Between

Newburyport Landing LLC
and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION is made this 30th day of October, 2017 (this "Restriction") by and between Newburyport Landing LLC c/o First Republic Corporation of America, located at 40 East 69th Street, New York, New York, 10021 ("Grantor"), and the CITY OF NEWBURYPORT ("Grantee"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be managed and enforced by its agent, the NEWBURYPORT HISTORICAL COMMISSION (the "Commission"), located at 60 Pleasant Street, Newburyport, Massachusetts, 01950.

WHEREAS, the Grantor is owner in fee simple of certain real property located at 262 Merrimac Street, Newburyport, Massachusetts, being a portion of the same property conveyed to Newburyport Landing LLC in a deed recorded with the Essex South Registry of Deeds on September 26, 2016 in Book 35292 and Page 19, which portion is Lot 2 as described therein and in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), and as shown on a plan entitled "Plan of Land at 260-276 Merrimac Street, Newburyport, MA Owner: FRCA of Newburyport LLC" by Port Engineering Associates, Inc., dated February 23, 2009 and recorded with the Essex South Registry of Deeds in Plan Book 420, Plan 50, a copy of which is attached hereto and incorporated by reference as Exhibit B-1. Said Property is improved by two (2) principal buildings thereon. This Restriction shall not apply to the multifamily building on the Property constructed in 2008. This Restriction shall apply to the interior and exterior of the building referred to as the "Samuel Morse House / 1690 House", which is adjacent to Merrimac Street, referred to hereinafter as "the Building" described as follows:

A two and a half story Georgian style house with a pitched roof symmetrical five-bay façade, center brick chimney, timber frame and clapboard siding. The house has later 19th century Greek Revival modifications, and retains three historic wood windows, interior wood shutters, brick chimney and fireboxes, entablature and masonry foundation. The key architectural features of the house are described and shown in further detail in the Baseline Documentation.

WHEREAS, the Building and the Property are a contributing resource to the Newburyport Historic District listed in the State and National Registers of Historic Places on August 2, 1984, are historically significant for their architecture, associations, and/or archeology, and qualify for the protections of perpetual preservation restrictions under Massachusetts General Laws, Chapter 184, sections 31, 32 and 33; and

WHEREAS, Grantor and Grantee recognize the architectural, historic and cultural values (hereinafter "preservation values") and significance of the Building and the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building; and

WHEREAS, the preservation values of the Building values are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto as Exhibits A (Legal Property Description), B-1 (Recorded Plan of Property), B-2 (Detail of Plan of Property), C

(Massachusetts Historical Commission Inventory Form B), D (Baseline Photographic Documentation), and E (Key Architectural Features) which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date hereof.

WHEREAS, the Baseline Photographic Documentation (Exhibit D) approved as a condition of approval of the sale of the Building and Property by the City of Newburyport shall consist of the following Nineteen (19) exterior and interior photographs taken between 2007 and 2017, more specifically:

- A set of 2 exterior photos taken in 2007
- A set of 4 exterior photos taken in April 2015;
- A set of 4 interior photos taken in June 2015;
- A set of 2 interior photos taken in March 2016;
- A set of 3 interior photos taken in March 2017; and
- A set of 4 exterior photos taken in April 2017.

Digital and archival photographic print copies of the Baseline Photographs shall be maintained by the Grantee with an address of:

City of Newburyport
c/o Newburyport Historical Commission
Newburyport City Hall,
60 Pleasant Street
Newburyport, MA 01950

WHEREAS, the Building is in need of preservation and restoration; and will have its exterior restored in accordance with the Restoration Plan (Exhibit G) and;

WHEREAS, the Grantor has received a Special Permit from the City of Newburyport issued December 5, 2007 and filed with the City Clerk December 10, 2007 and recorded in the Essex South Registry of Deed Book 27884 Page 293 as amended by the Special Permit modification issued on July 28, 2015 and filed with the City Clerk on July 28, 2015 and recorded in the Essex South Registry of Deeds Book 34318 Page 361 for the construction and renovation of the structure along with another residential development and the Grantor has agreed to impose a restriction in perpetuity on the Building and Property for the preservation and renovation of the aforementioned Building, under the terms and conditions set forth herein and in such other documents as the parties may execute (the "Restriction" or "Preservation Restriction");

WHEREAS, the Grantor agrees and desires to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Building; and

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 ("Act"); and

WHEREAS, the Commission is authorized to accept preservation restrictions in the name of the City of Newburyport and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40, Section 8D, authorized and directed by the Grantee to manage the Property and Building burdened by such restrictions and to administer and enforce this restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross this Restriction over the Property

and the exterior of the Building and specified interior features of the Building to be administered, managed and enforced by the Commission during the Term of this Restriction.

1. Purpose: It is the purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Building and specified interior features of the Building, as described and documented in the Baseline Documentation and Exhibit F (Restriction Guidelines) and, will be retained and maintained forever substantially in their historically-appropriate condition for preservation purposes and to prevent any use or change to the exterior of the Building and specified interior features of the Building or the Property that will significantly impair or interfere with the Building's Preservation Values (the "Purpose of this Restriction") and Restoration Plan (Exhibit G). Characteristics that contribute to the architectural and historical integrity of the Property including include, but are not limited to, the setting and location of the Building; and architectural features, materials, appearance, and workmanship of the Building. All Exhibits shall be attached to and recorded with this Restriction.
2. Preservation Restriction: The Grantor grants the grantee the right to forbid or limit:
 - a. Any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with requirements in paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit F.
 - b. Any alteration to the appearance, materials, workmanship, condition or structural stability of the Building governed by the Newburyport Historical Commission as listed and attached hereto as Exhibit F.
 - c. Any other act or use that may be harmful to the historic preservation of the Building or the Property.
 - d. Notwithstanding anything to the contrary in this section 2, in the event the Grantor is required by law to make improvements to the Building or Property or is required in writing by its insurance carrier to make improvements to the Building or Property in order to avoid revocation of insurance and the Grantor has exhausted all methods of variance or appeal process related to either applicable law or insurance qualifications, the Grantee and the Grantor agree that the Grantee may not forbid or limit the Grantor's ability to make the improvements. Said changes or improvements shall comply with the Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36CFR 67 and 68) (hereinafter the "Secretary's Standards"), and shall be designed in consultation with and subject to reasonable review by Grantee.
 - e. Grantor agrees at all times to maintain the exterior of the Building and the Property, the wood interior shutters, the three original windows and the main beams exposed in the second floor and the stone and granite foundation together with the brick arches; the roof, roof line, including the chimneys and form of the building as shown in the baseline documentation and in accordance with this Restriction and in compliance with all Federal, state and local laws, codes and ordinances applicable to the Property and/or the Building. Grantor's obligation to maintain shall require repair, reconstruction and, where necessary, replacement in kind whenever necessary to preserve the Building in a good, sound condition and state of repair.
3. Grantor's Covenants: Covenant to Maintain: Subject to paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to

accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair existing as of the date of this Restriction, and thereafter to that existing following the substantial completion of restoration work to be completed. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building and specified interior features of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with the Secretary's Standards.

4. Grantor's Covenants: Prohibited Activities: The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:
 - a. The Building shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
 - b. The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;
 - c. No above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
 - d. No additions and/or outbuildings may be attached to the Building without prior approval of the Commission; and
 - e. Moving the Building to another location shall be forbidden without prior approval of the Commission.

5. Conditional Rights Requiring Grantee Approval: Subject to Paragraphs 3 and 4, and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly not make any alterations to the surrounding Property that would obscure the current view of the Building, such as the installation of permanent signage without approval of the Commission.

Activities by Grantor to maintain the Building and the Property, which are intended to be performed in accordance with the provisions of paragraph 3, and which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by Restriction Guidelines (Exhibit F), which are attached to this Agreement and hereby incorporated by reference.

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 4, the following rights, uses and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:
 - a. The right to engage in all those acts and uses that:
 - i. Are permitted by governmental statute or regulation;

- ii. Do not substantially impair the preservation values of the Building and Property;
and
 - iii. Are not inconsistent with the Purpose of this Restriction;
 - iv. Without further approval, are in conformance with the Restriction Guidelines attached as Exhibit F and Restoration Plan attached as Exhibit G.
- b. Pursuant to the provisions of paragraph 3, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of paragraph 5.

7. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at paragraphs 2 and 5 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time, provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.
8. Standards for Review: In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Commission shall apply the Secretary's Standards.
9. Casualty Damage or Destruction: In the event the Building or Property shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of damage or destruction, such notification including what, if any, temporary emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within one hundred twenty (120) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which Commission approval shall not be unreasonably withheld, which report shall include the following:
- a. An assessment of the nature and extent of damage;
 - b. A determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and

- c. A report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the Commission.

10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property. Grantor and Grantee may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.
12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commission, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing;

Grantor: Newburyport Landing LLC
c/o The First Republic Corporation of America
40 East 69th Street
New York, New York, 10021

Grantee: City of Newburyport
c/o Newburyport Historical Commission
Newburyport City Hall
60 Pleasant Street
Newburyport, MA 01950

Each party may change its address set forth herein by a notice to such effect to the other party.

14. Evidence of Compliance: Upon reasonable request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof.
15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the exterior of the Buildings and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.
16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Commission, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Building be maintained in any particular state or condition; notwithstanding the Commission's acceptance hereof Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Commission does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Buildings or Property received by Grantor from any government authority within five (5) business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.
19. Runs with the Land: Except as provided in paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the perpetual right of the Commission to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns. Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any Grantorship interest in the Premises by reason of bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.
20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government, to a local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources. Conveyance, assignment, or transfer of this Restriction requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantee shall seek Grantor's approval of said conveyance, assignment or transfer and Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.
21. Alternate Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law. In the event Grantee does so remove, the Grantee shall provide notice of same to the Grantor and shall forthwith provide the Grantor with the name, address and further contact information of the designee.
22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the City of Newburyport, its being accepted and approved by the Massachusetts Historical Commission, and its being recorded with the Southern Essex District Registry of Deeds.
23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in conditions surrounding the Property may make impossible the continued Grantorship or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approvals by the City of Newburyport and the Massachusetts Historical Commission following public hearings to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

24. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interest in the Property that are subject to the taking and all incidental and direct damages resulting from taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.
25. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:
- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.
 - b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall constitute the entire Restriction of the parties.
 - c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.
 - d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

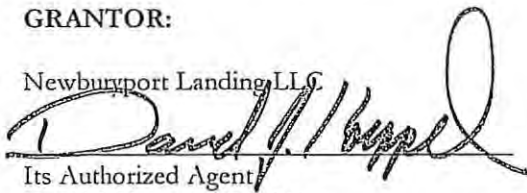
27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such a release is in the public interest.
28. Archeological Activities: The conduct of archeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archeological field investigation plan prepared by the Grantor approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).
29. Revised Baseline Documentation: Following completion of the approved work as specified in the Restoration Plan (Exhibit G), a new set of comprehensive Baseline photographs shall be prepared to be filed with the Grantor and Grantee. Digital and archival photographic print copies of the Baseline Photographs shall be maintained by the Grantee with an address of:

City of Newburyport
 c/o Newburyport Historical Commission
 Newburyport City Hall,
 60 Pleasant Street
 Newburyport, MA 01950

IN WITNESS WHEREOF, the Grantor sets its hand and seal this 30th day of OCTOBER, 2017.
 By:

GRANTOR:

Newburyport Landing LLC

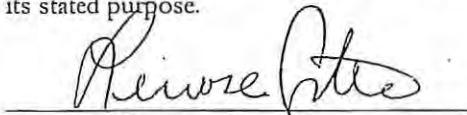


Its Authorized Agent
 David J. Koepfel, President

New York

New York, ss.

On this 30th day of OCTOBER, 2017, before me, the undersigned notary public, personally appeared David J. Koepfel, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.



Notary Public
 My Commission Expires: _____

LENORE GITTO
 Notary Public, State of New York
 No. 01G16124322
 Qualified in Nassau County
 Commission Expires March 28, 2021

ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION

Sarah White, duly authorized
Chair, Newburyport Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared Sarah White, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

ACCEPTANCE AND APPROVAL BY THE CITY OF NEWBURYPORT

I, the undersigned City Clerk of the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on _____, 2017, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

CITY OF NEWBURYPORT

By its Clerk

Richard B. Jones

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of Newburyport

CITY OF NEWBURYPORT

Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared Richard B. Jones, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared Donna D. Holaday, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

MASSACHUSETTS HISTORICAL
COMMISSION

By: _____
Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared Brona Simon, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

List of Exhibits/Attachments

Exhibit A: Legal Property Description

Exhibit B-1: Recorded Plan of Property

Exhibit B-2: Detail of Plan of Property

Exhibit C: Massachusetts Historical Commission Inventory Form B

Exhibit D: Baseline Photographic Documentation

Exhibit E: Key Architectural Features

Exhibit F: Restriction Guidelines

Exhibit G: Restoration Plan

Exhibit A
Legal Property Description

A certain lot or parcel of land on the easterly side of Merrimac Street, Newburyport, Massachusetts as shown on a plan entitled "Plan of Land at 260-276 Merrimac St., Newburyport MA" by Port Engineering Associates, Inc., dated February 23, 2009 and recorded at the Essex South Registry of Deeds in Plan Book 420, Plan 50 as Lot 2.

Beginning at a point on the easterly sideline of Merrimac Street at other land of FRCA of Newburyport, LLC, said point being the most northwesterly corner of the parcel, thence,

N61 degrees 28' 33" E 49.81' by other land of FRCA of Newburyport LLC to a point, thence,

N64 degrees 26' 33" E 79.12' by other land of FRCA of Newburyport LLC to a point, thence,

N61 degrees 53' 54" E 47.78' by other land of FRCA of Newburyport LLC to a point, thence,

S19 degrees 10' 11" W 115.50' by other land of FRCA of Newburyport LLC to a point, thence,

S71 degrees 05' 04" E 175.48' by other land of FRCA of Newburyport LLC to a point on the easterly sideline of Merrimac Street, thence,

N18 degrees 51' 00" W 87.50' by the easterly sideline of Merrimac Street to the point of the beginning.

Said lot contains 18,064 +/- square feet or 0.415 +/- acres of land area and is shown as Lot 2 on said plan as recorded.

Said lot is subject to and with the benefits of a Tyng Street view corridor all as shown on said plan as recorded.

Exhibit B-1 Recorded Plan of Property

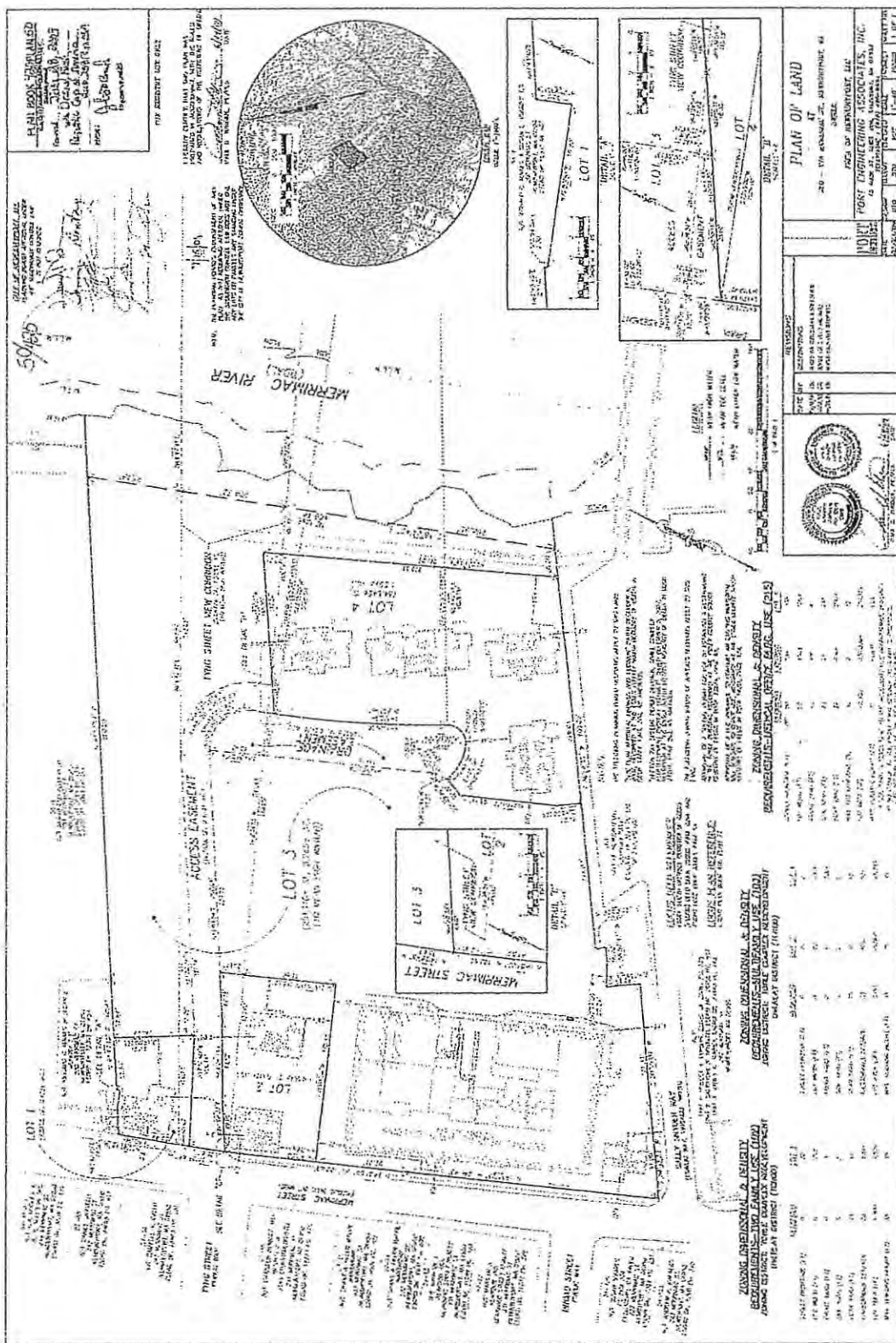
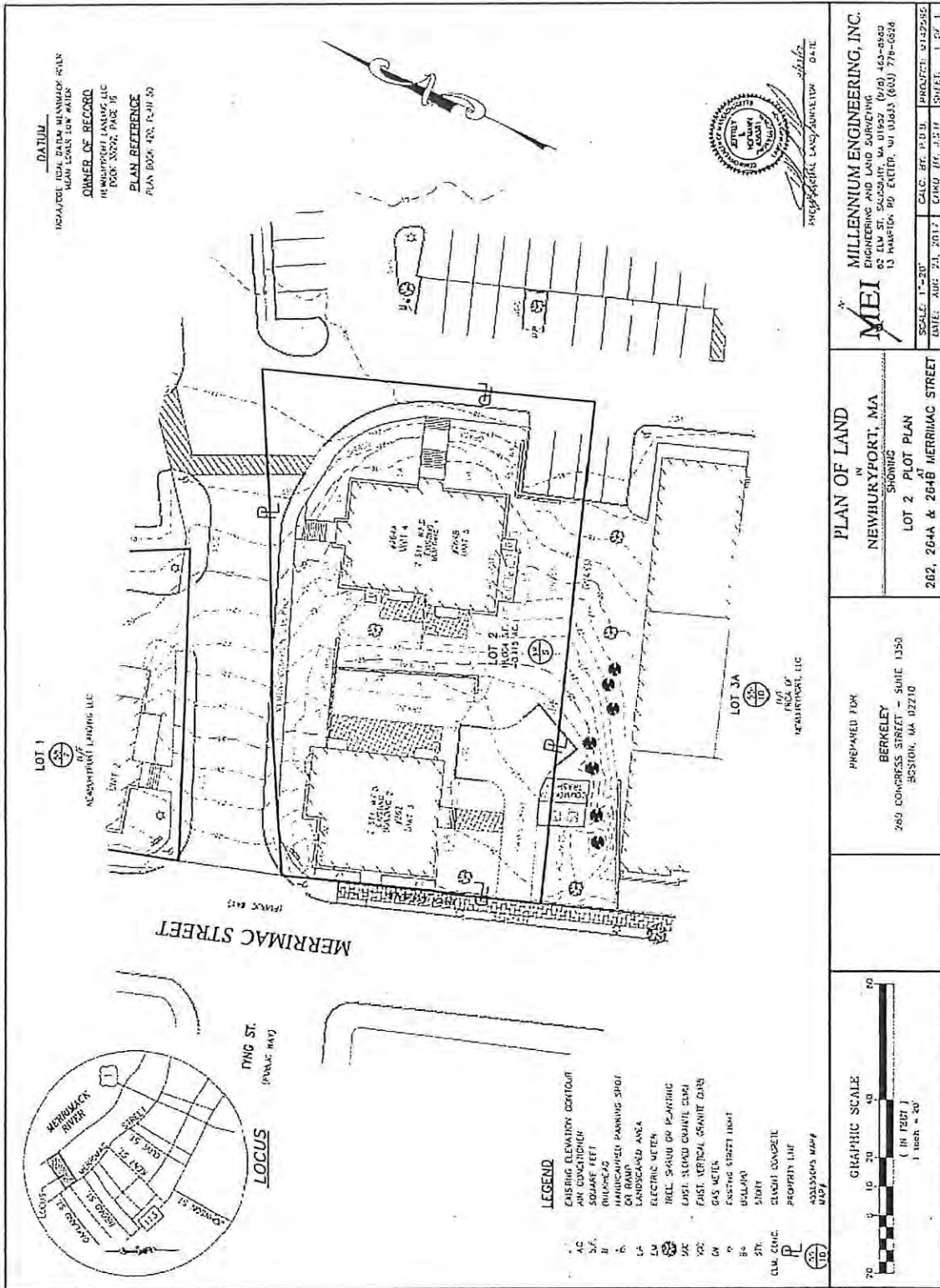


Exhibit B-2 Detail of Plan of Property



DATUM
 NORTH POLE, 1982
 2011 MEAN SEASIDE OF WATER
 NAVD 83
 OWNER OF RECORD
 NEWHURRYPORT LANDING, LLC
 1500 WASHINGTON STREET, SUITE 100
 NEWHURRYPORT, MA 01907
 PLAN REFERENCE
 PLAN BOOK: 428, P. 14-15



MILLENNium ENGINEERING, INC.
 ENGINEERING AND LAND SURVEYING
 800 ELM ST. SUITE 200, WILMINGTON, MA 01992 (978) 463-8930
 13 MARKET RD EXETER, NH 03833 (603) 778-0534

SCALE: 1" = 20'
 DATE: AUG 21, 2017
 CALC. BY: J.P.B. DATE: 08/21/17
 CHECKED BY: J.S.B. DATE: 08/21/17
 PROJECT: 012220-02
 SHEET: 1 OF 1

PLAN OF LAND
 IN
NEWHURRYPORT, MA
 SHOWING
LOT 2 PLOT PLAN
 AT
262, 264A & 264B MERRIMAC STREET

PREPARED FOR
BERKELEY
 280 CONGRESS STREET - SUITE 1350
 BOSTON, MA 02210

LEGEND
 EXISTING ELEVATION CONTOUR
 AIR CONDITIONER
 SQUARE FOOT
 INTERIOR FINISH
 ON RAMP
 LANDSCAPED AREA
 ELECTRIC METERS
 REEL, SAND OR PLASTERING
 EXIST. SLOPED GRANITE CURB
 EXIST. VERTICAL GRANITE CURB
 GAS METER
 EXISTING STREET LIGHT
 WALL/LAMP
 SIGN
 CLUM. CONC.
 PROPERTY LINE
 ADDRESS MAP
 U.S.P.

AC
 S.F.
 I.F.
 L.F.
 L.A.
 L.M.
 S.P.
 S.C.
 G.W.
 S.L.
 U.S.L./L.P.
 S.T.
 C.L.M. CONC.
 P.L.
 U.S.P.

GRAPHIC SCALE
 0 10 20 30 40 50
 (IN FEET)
 1 inch = 20'

Exhibit C
Massachusetts Historical Commission Inventory Form B

FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Assessor's Number USGS Quad Area(s) Form Number

58-9 Newburyport NWB 1
NWBL NWB.257/667
NRDIS 1984

Town/City: Newburyport

Place: *(neighborhood or village):*

Photograph



Address: 262-264 Merrimac Street

Historic Name: George Burroughs - Benjamin Choate - William H. Morse House

Uses: Present: Single-Family Residential

Original: Single-Family Residential

Date of Construction: ca 1773

Source: O.B. Merrill – North End Papers

Style/Form: Georgian

Architect/Builder: George Burroughs

Exterior Material:

Foundation: Fieldstone / Brick

Wall/Trim: Wood Clapboards

Roof: Asphalt Shingles

Outbuildings/Secondary Structures:

Major Alterations *(with dates):*

Rear addition (Late nineteenth century)
Door and window replacement (2016)

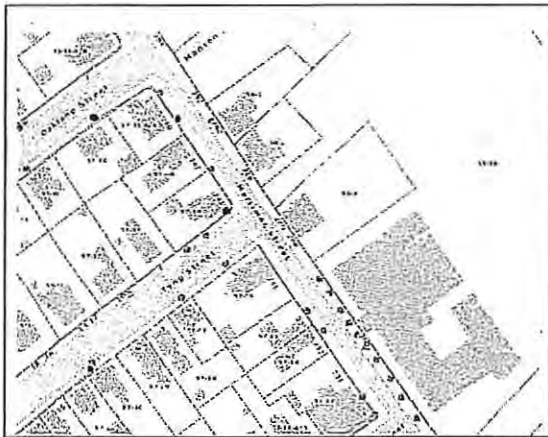
Condition: Good

Moved: no yes Date:

Acreage: .41 acres

Setting: Located in a mixed-use area along the west bank of the Merrimack River. The property is located to the north of the Merrimack Arms Manufacturing Company – Towle Manufacturing Company (NWB.255). The surrounding area includes commercial and residential uses on Merrimac Street with a neighborhood of single-family homes to the west.

Locus Map



Recorded by: Geoff Melhuish
Organization: Epsilon Associates, INC
Date *(month / year)*: July 2017

INVENTORY FORM B CONTINUATION SHEET

NEWBURYPORT 262-264 MERRIMAC STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

NWB.1	NWB.257/667
NWB.L	

<input checked="" type="checkbox"/> Listed in the National Register of Historic Places.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

262-264 Merrimac Street (NWB.257/667) is a two-story, five-bay wood-frame Georgian style residence. The symmetrical façade with center entry, the second floor windows immediately below the cornice and the side gable roof are all expressive of the Georgian style. The five-by-four bay residence is oriented to the south on the east side of Merrimac Street with a secondary entrance facing the street. The building adopts an L-shaped plan on a low fieldstone foundation and terminates in a side gable roof sheathed with asphalt shingles. The residence is clad with painted wood clapboards. Access to the residence is provided by a centrally located entrance on the south elevation (façade). The opening is set within a simple wood surround with four-light sidelights and a wood pilaster to each side. The five panel wood door, sidelights and surround are replacements installed in 2016. Two, 6/6 double-hung wood sash windows are located to each side of the entry. The sash are set within a projecting wood surround capped by a molded entablature, a Georgian detail. Window openings are stacked above the first floor openings. Second floor windows to the right of the entry feature thin muntins, a later Federal period detail.

A two-story ell projects from the north elevation. The ell terminates in a gable roof sheathed with asphalt shingles. An offset wide brick chimney pierces the roof plane of the ell to the west of the ridgepole. A secondary entrance is located on the west elevation. The opening, like that on the south façade is set within a replacement wood surround with four-light sidelights and a wood pilaster to each side. Two, 6/6 double-hung wood sash windows are located to the north of the entry and a single 6/6 double-hung wood sash entry is located to the south. The sash are set within a projecting wood surround capped by a molded entablature. A second floor window to the right of the entry features a twelve-over-eight double-hung sash, a typical Georgina period detail. A later two-story addition projects from the north and east elevations of the ell. The ell is constructed on a brick foundation and terminates in a hipped roof sheathed with asphalt shingles. Although the property has recently undergone a rehabilitation, the interior of the residence maintains it center-passage plan and features areas of exposed framing, several historic wood-sash windows with original interior shutters on the second floor and exposed brick arch chimney supports in the basement.

HISTORICAL NARRATIVE:

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

The house is reported, by O.B. Merrill in his *North End Papers 1618-1880 Newburyport, Massachusetts, Development of the North End of the City* to have been built by George Burroughs in 1773 after purchasing the land from Richard Kent. O.B. Merrill reports that Burroughs sold the house and land in 1782 to George Searle for \$900. Burroughs is also credited with constructing 274-276 Merrimac Street (NWB.258) to the north as well. In 1798 the house was sold by Searle's widow, Mary to Jephtha Spaulding and then used the property as a tavern. Benjamin Choate (1770-1856), ship-joiner, acquired the house in 1812 from the estate of Spaulding. It is reported that the property was continued to be used as a tavern for many years and then about 1827 was operated by Pottle Richardson as a "house of entertainment." The property first appears on the 1851 Map of Newburyport as the residence of Benjamin Choate.

Choate's estate sold the house to William H. Morse (1824-1902). Morse was also involved in Newburyport's shipbuilding trade as a ship joiner. The Atlas of Essex County indicates that a boat shop was located to the east of the residence in 1884. The boat shop has since been removed from the property. In the early 20th century, William Morse's son Fred H. Morse (b. 1869) owned the home and worked next door at the Towle Manufacturing Company (NWB.255/2955) as a silversmith, as did his son Fred Jr. as a cabinetmaker. Approximately 1940, Fred Sr. sold the home to the Towle Manufacturing Company for use as a showroom and giftshop. It then became known as the "1690 House" since the Moulton Family (whom Anthony Francis Towle purchased the business from) is credited with making silverware since 1690. 262-264 Merrimac Street remained the showroom and giftshop for the company until 1990 when the plant was closed.

Continuation sheet 1

INVENTORY FORM B CONTINUATION SHEET

NEWBURYPORT 262-264 MERRIMAC STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

NWB.1	NWB.257/667
NWB.L	

BIBLIOGRAPHY and/or REFERENCES:

Ancestry.com, <http://www.ancestry.com>. Accessed June 20-21, 2017.

McIntyre, Henry. Plan of Newburyport Mass. from an actual survey. Philadelphia: H. McIntyre, 1851. [online at <http://www.nbptpreservationtrust.org/historicmaps>]

Merrill, Oliver B. *North End Papers 1618-1880 Newburyport, Massachusetts, Development of the North End of the City*. Baltimore: Geneological Publishing Company, 2007. Originally published in 1906 and 1908 in the Newburyport Daily News.

Moyes, Marion A. Massachusetts Historical Commission Form B- Building Survey for 268-270 Merrimac Street. Newburyport, MA: Office of Community Development. 1980. [Massachusetts Historical Commission NWB.667]

Stingwolt, Mary Jane. Massachusetts Historical Commission Form B- Building Survey for 262 Merrimac Street. Newburyport, MA: Office of Community Development. 1980. [Massachusetts Historical Commission NWB.257]

Walker, George H. Atlas of Essex County. Boston: Geo H. Walker & Co. 1884. [online at <http://www.nbptpreservationtrust.org/historicmaps>]

ADDITIONAL PHOTOGRAPHS:



262-264 Merrimac Street, Camera facing northwest

Continuation sheet 2

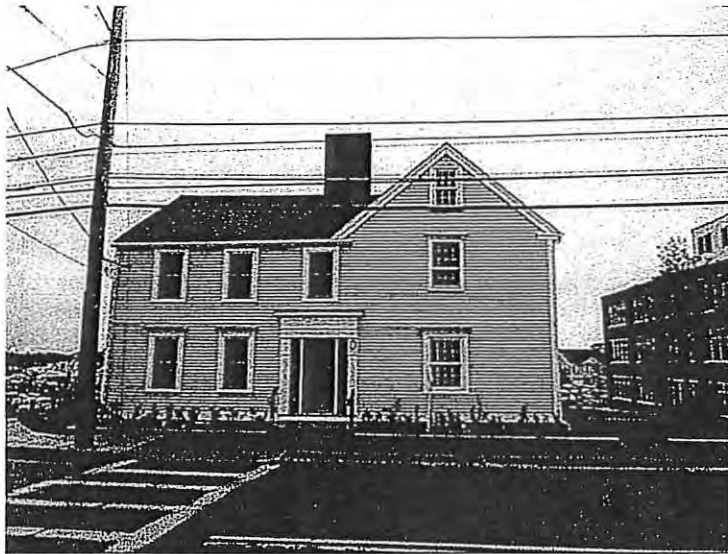
INVENTORY FORM B CONTINUATION SHEET

NEWBURYPORT 262-264 MERRIMAC STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

NWB.J	NWB.257/667
NWB.L	



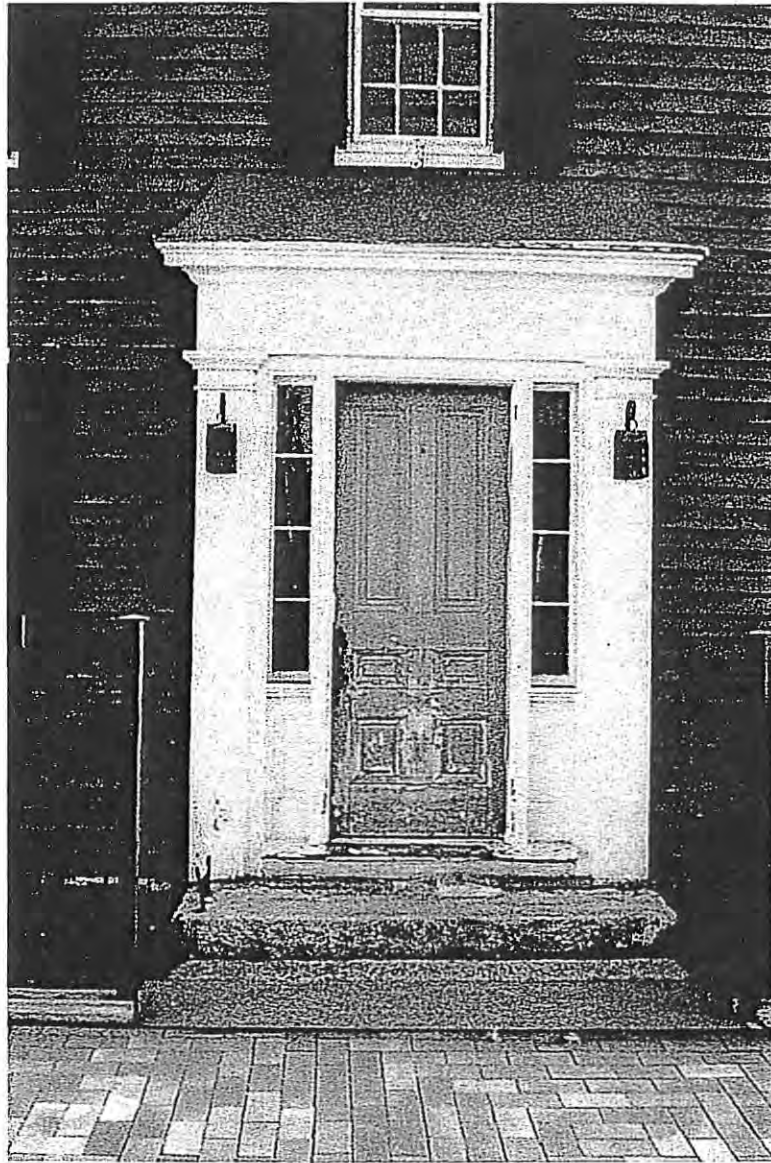
262-264 Merrimac Street, camera facing northeast



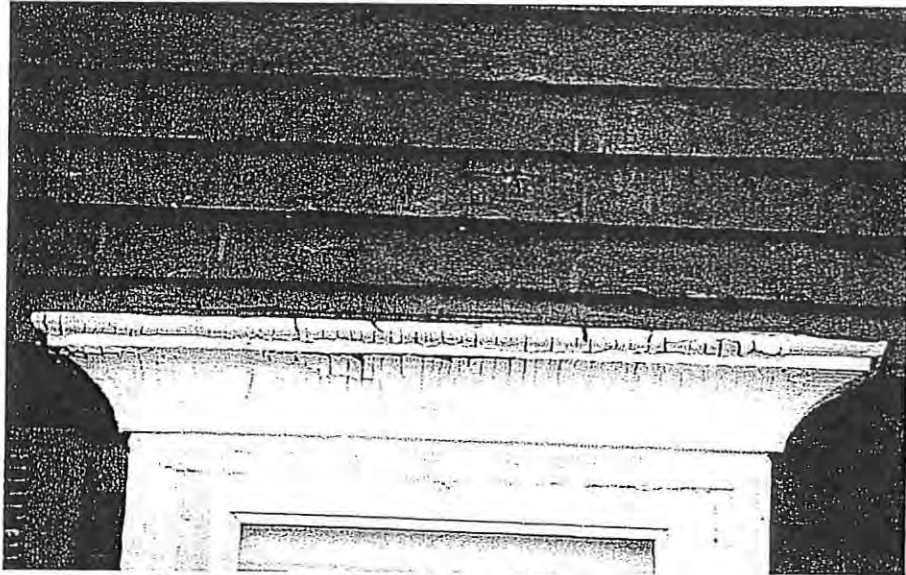
262-264 Merrimac Street, camera facing southwest

Continuation sheet 3

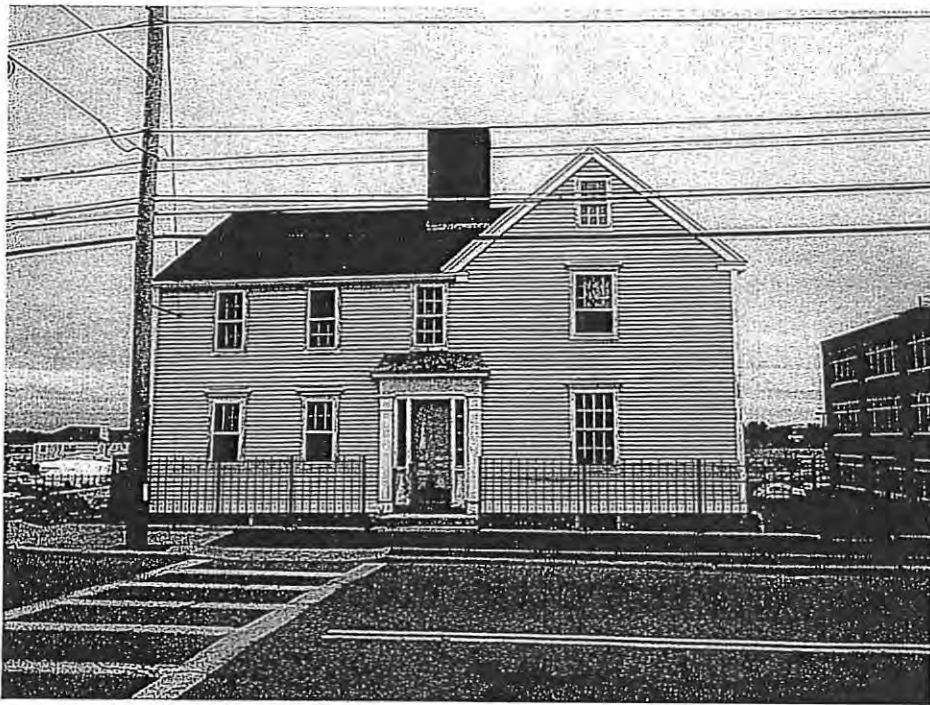
Exhibit D
Baseline Photographic Documentation



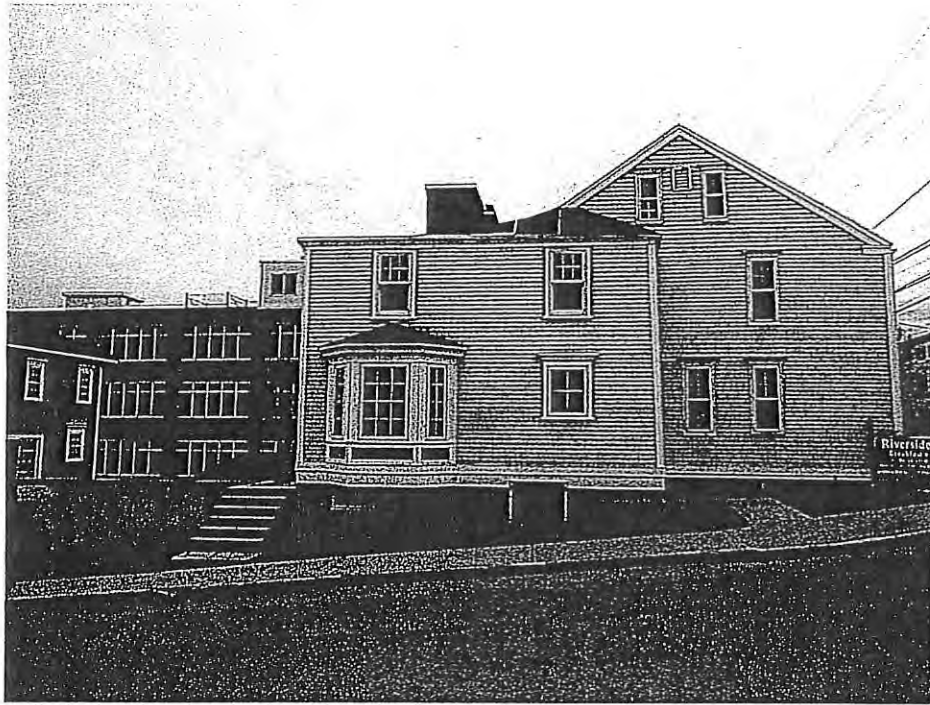
1. South elevation 2007



2. Detail of window entablature, 2007



3. Street (west) elevation – April 2015



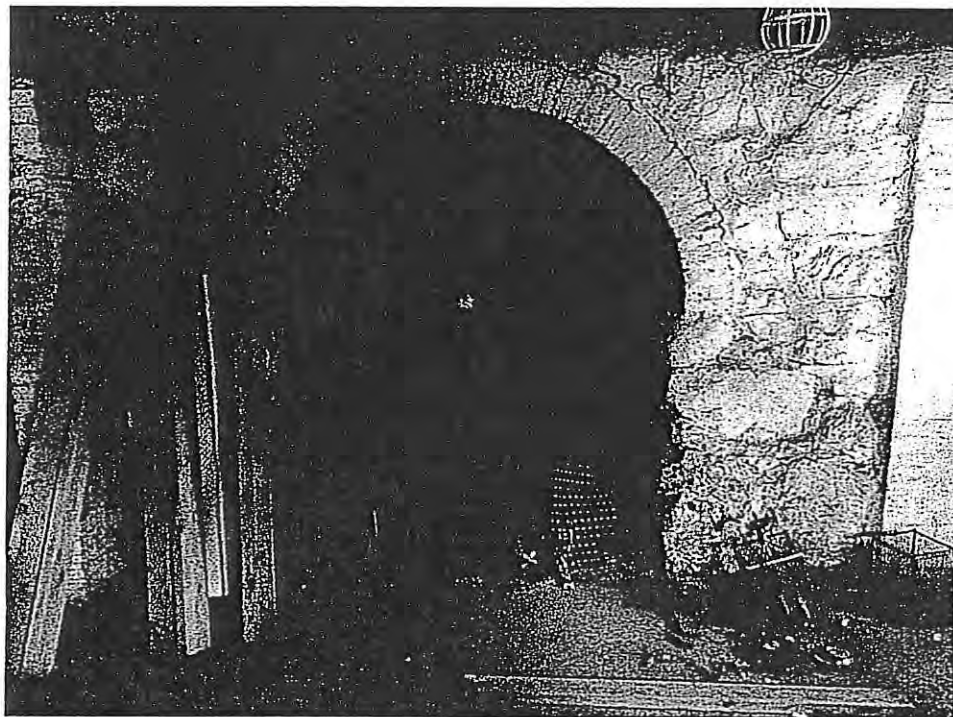
4. Left (north) elevation – April 2015



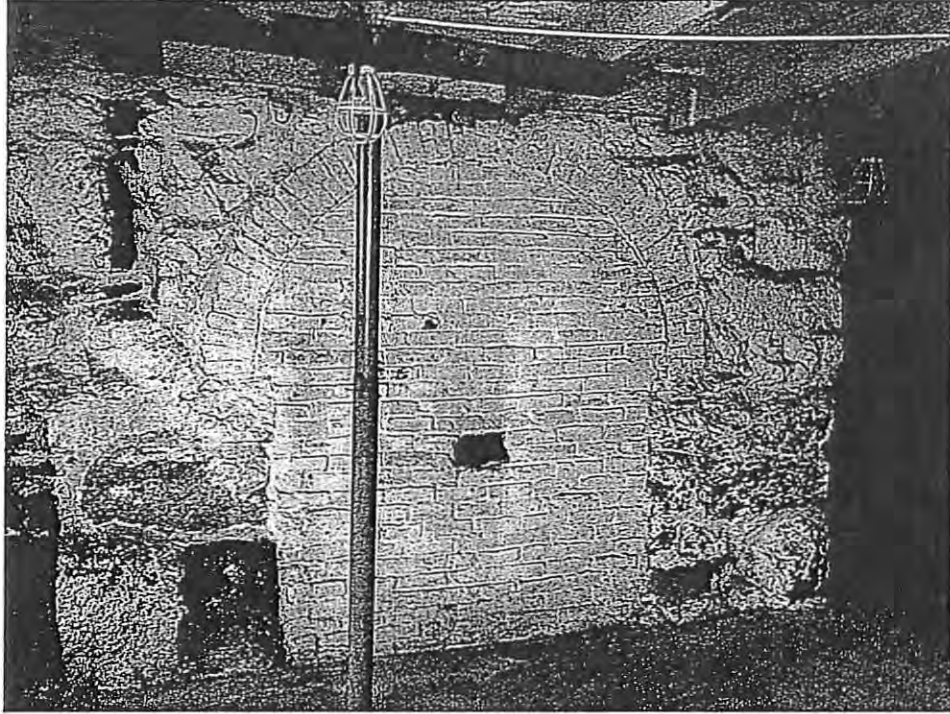
5. Rear (east) elevation – April 2015



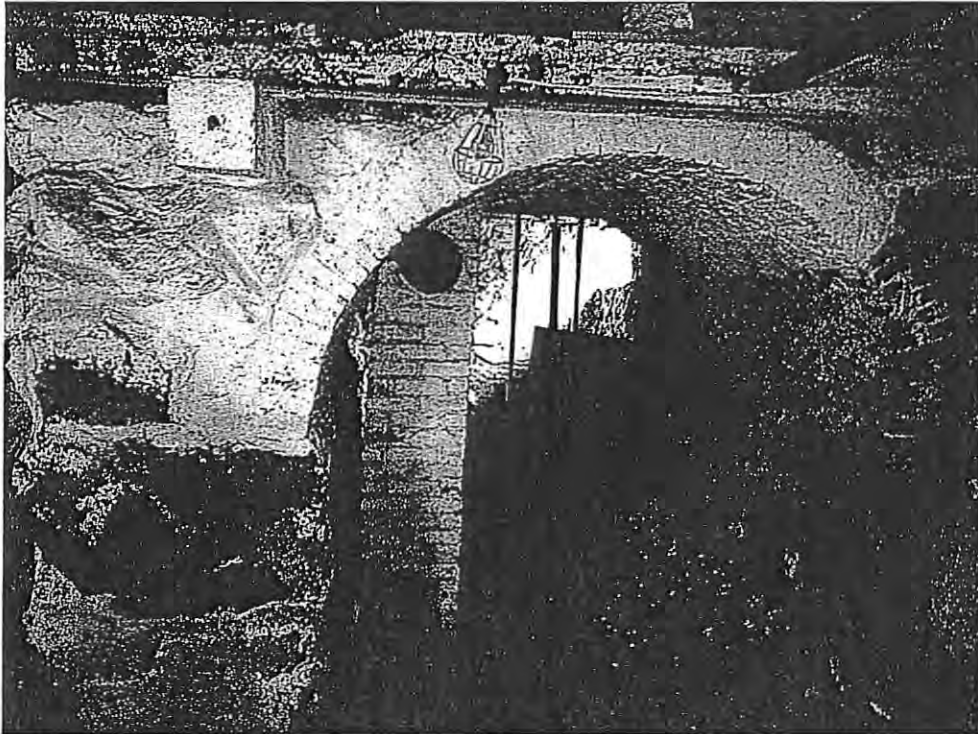
6. Right (south) elevation – April 2015



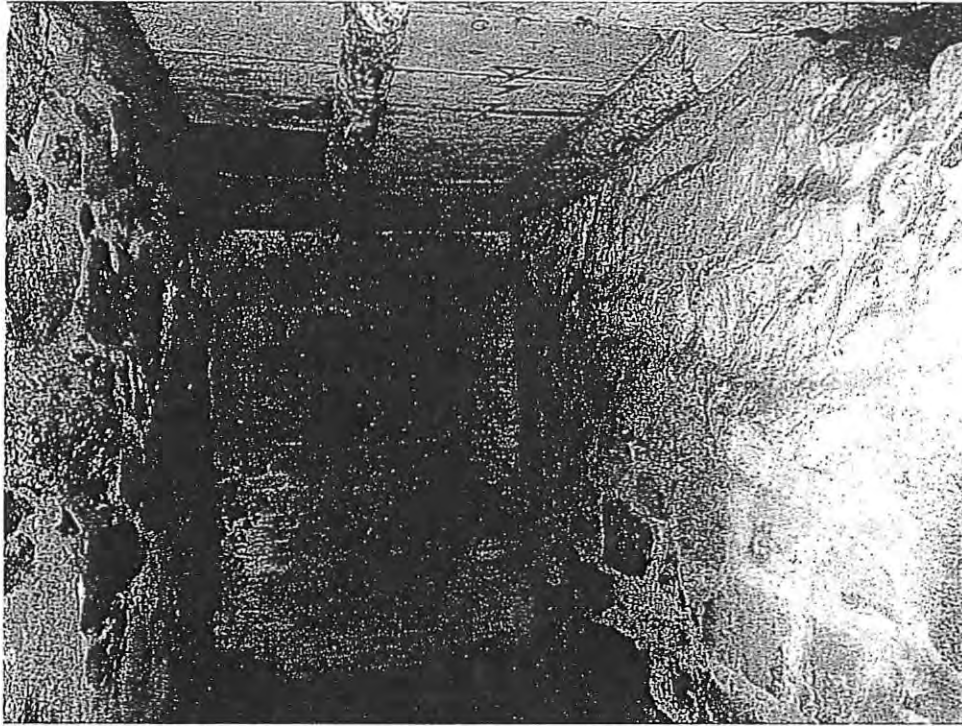
7. Basement arch and foundation – June 2015



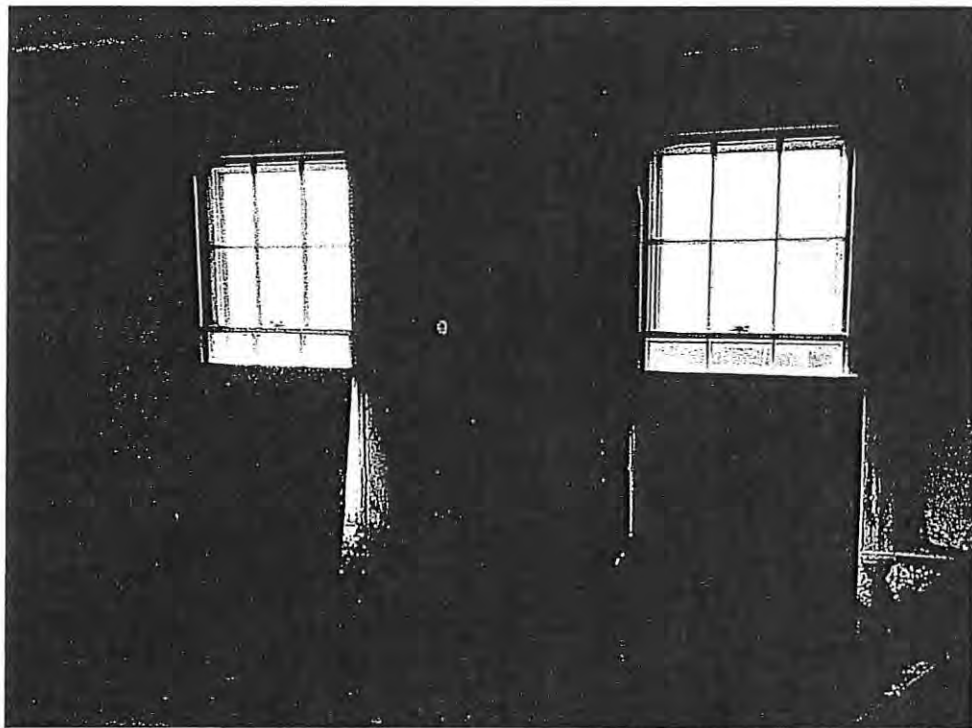
8. Basement arch and foundation – June 2015



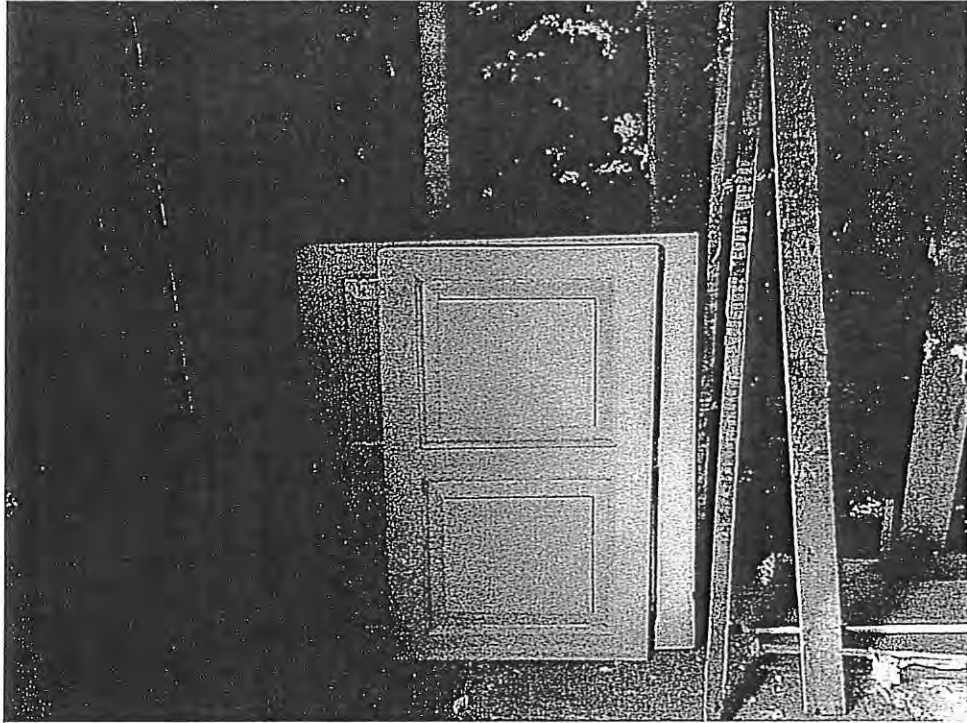
9. Basement arch and foundation – June 2015



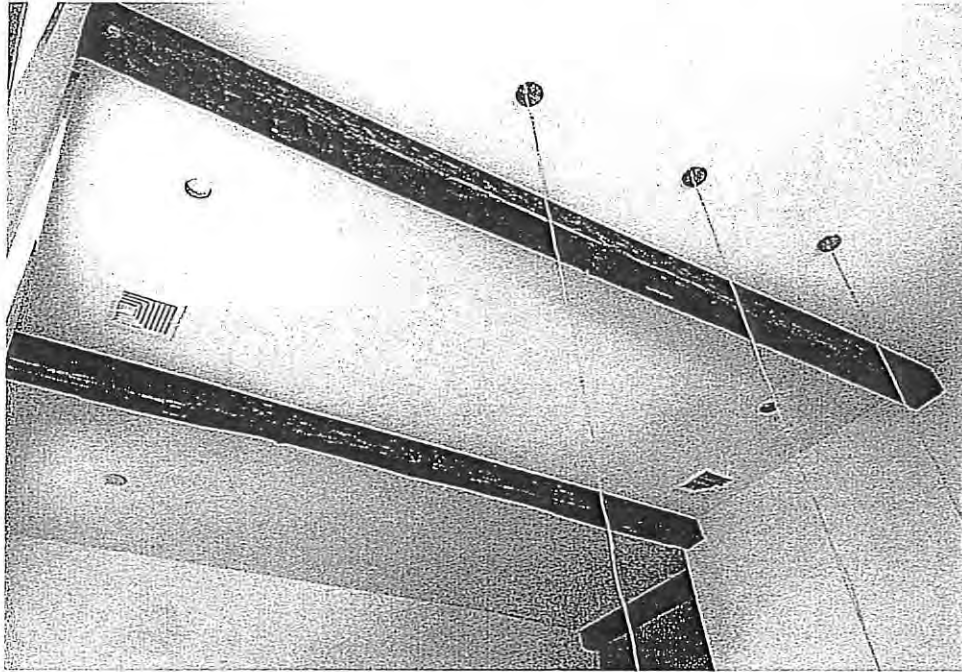
10. Basement condition – June 2015



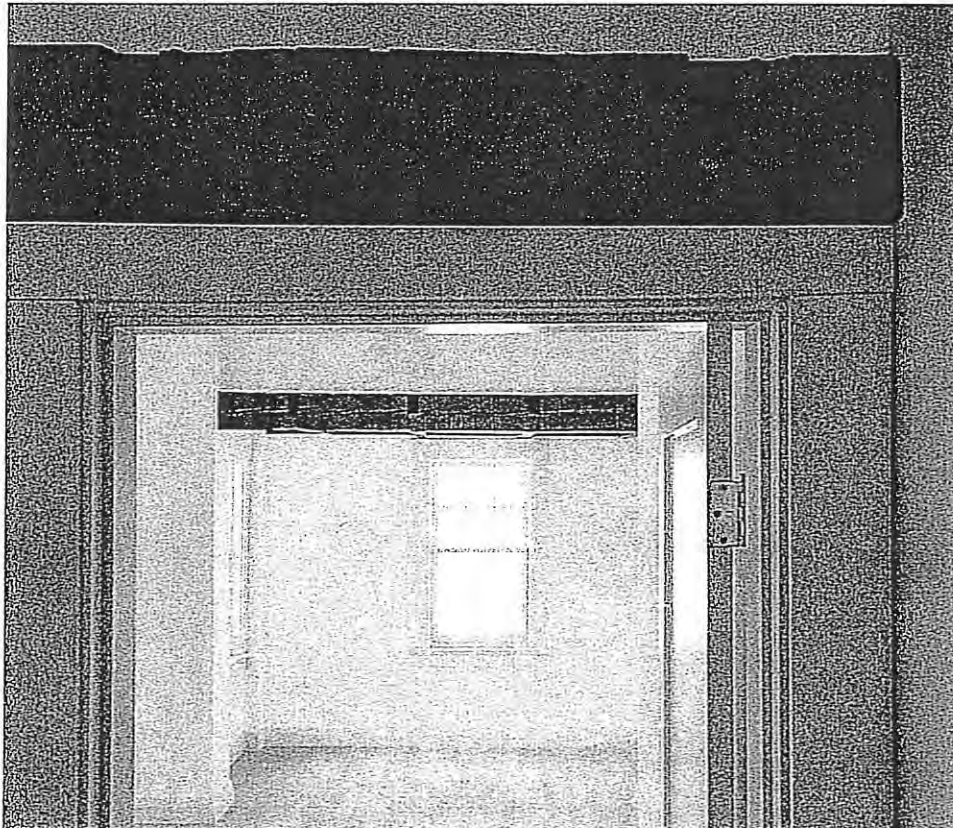
11. Interior shutters beside corresponding windows on second floor, right (south) elevation – March 2016



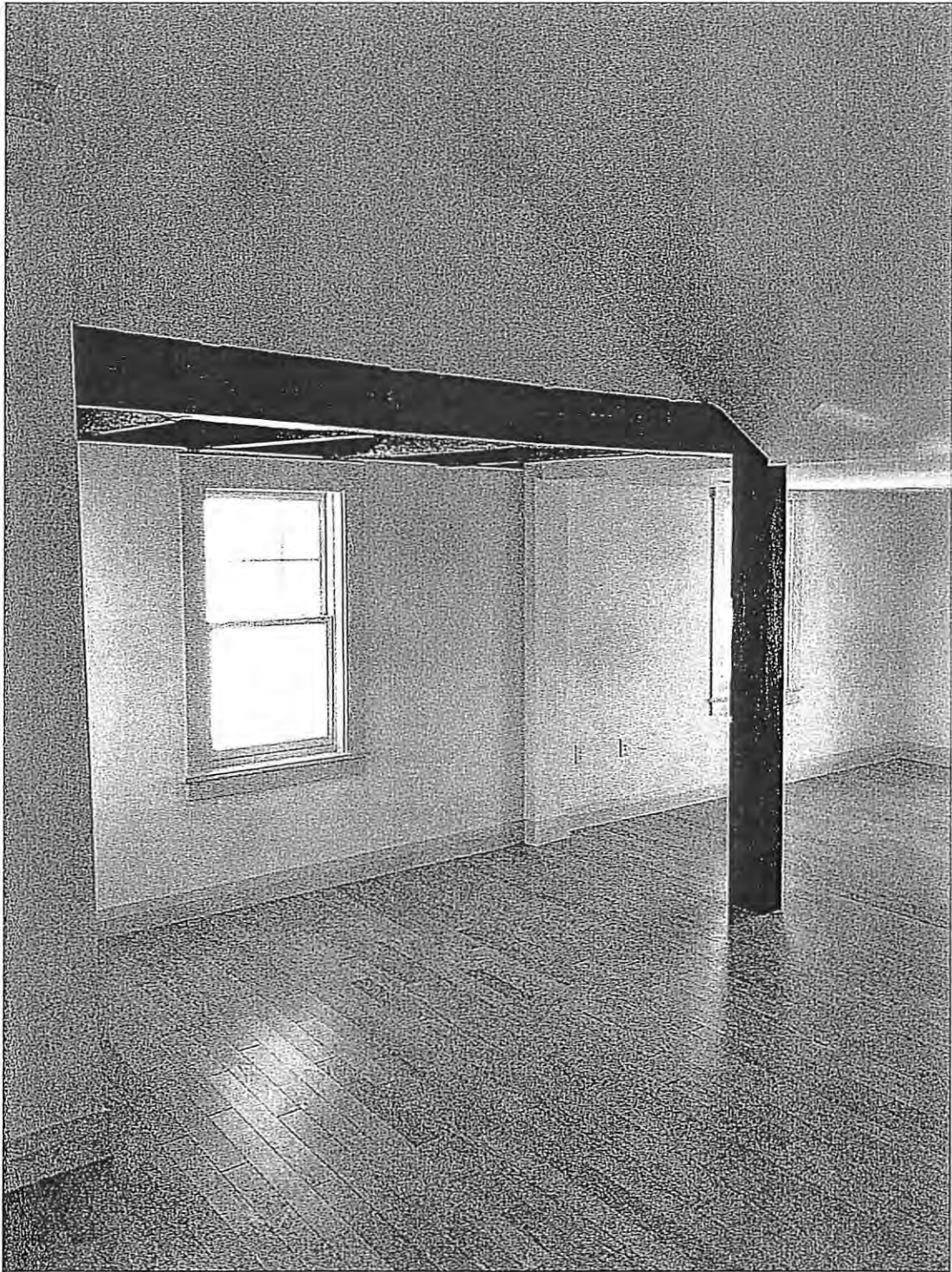
12. Interior shutters for window on second floor, street (west) elevation –
March 2016



13. Exposed second floor beams – March 2017



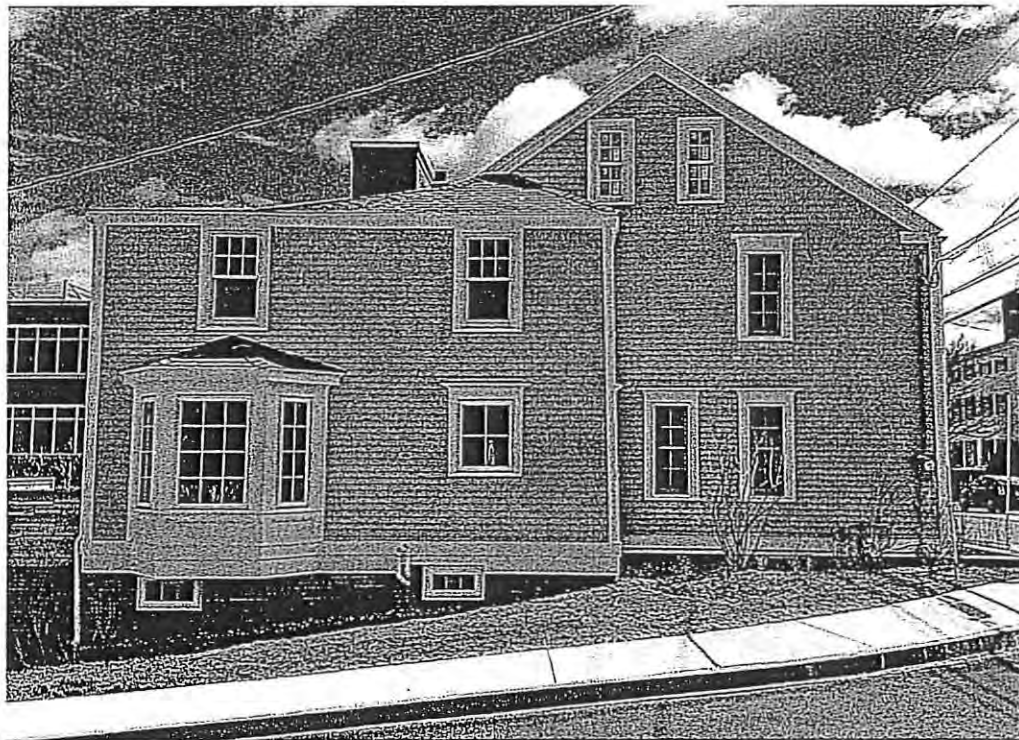
14. Exposed beams at second floor master bedroom – March 2017



15. Exposed beams and column in second floor master bedroom – March 2017



16. Street (west) elevation with original window indicated – April 2017



17. Left (north) elevation – April 2017



18. Rear (east) elevation – April 2017



19. Facade (south) elevation with original windows indicated – April 2017

Exhibit E
Key Architectural Features of the Samuel Morse House

Any changes which would impact the exterior envelope of the Building must be reviewed and approved by the Commission prior to receiving a building permit. Changes shall include both repair and replacement of existing key features and historically-accurate restoration where possible of missing or replaced key features. The Commission will give special consideration to changes which will impact the key architectural features (Key Features) of the Building including the following:

Exterior

1. *Form*: Two and a half-story, side-gable main block and two-story rear ell.
2. *Foundation*: Fieldstone, except rear addition which has a brick foundation.
3. *Facade*: Wood clapboard with corner boards.
4. *Roof*: Asphalt shingles, corbelled brick chimney.
5. *South and West Elevation Entrances*: Wood panel doors with sidelights and entablature
6. *Windows*: Historic Wood true-divided 6/6 windows (south elevation second story) and 12/6 (second story west elevation). Replacement windows with consistent and historically accurate muntin patterns located elsewhere.
7. *Cornice*: Box cornice with returns.

Site

Public views: View of Building Merrimac Street.

Interior

1. Form including circulation patterns and division of interior spaces
2. The brick and stone foundation and the brick chimney arches at the basement level.
3. The interior wood shutters.
4. Exposed wood beams
5. Brick fireboxes (concealed behind finished walls)

Exhibit F
Restriction Guidelines

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the Property. Under this section permission from the GRANTEE is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require GRANTEE review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the GRANTEE, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by the property owner.

PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the GRANTEE and their impact on the historic integrity of the property assessed.

It is the responsibility of the property owner to notify the GRANTEE in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the GRANTEE to review proposed alterations and assess their impact on the integrity of the building, not to preclude future change. GRANTEE will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.

**Exhibit G:
Restoration Plan**

Bruner/Cott & Associates

262 Merrimac Street, Newburyport, Massachusetts

Exhibit G

October 30, 2017 revision

MHC Preservation Restriction Intent

Preservation restriction governs massing, roof line, chimney, and general arrangement of windows and door surrounds. Preservation restriction to conserve original historic building form and features that remain intact. West elevation as façade visible from Tyng Street with south elevation as second generally intact entrance frontage seen from Merrimac Street. Original windows, masonry foundation, and upper portions of south entrance surround are original. The north facade of the house was altered under a prior ownership with a two-story, shallow addition and projecting bay window prior to the current ownership.

Significance

The house occupies terminal view-point at the end of Tyng Street, a remarkably continuous double-sided procession of historic houses. Massing and roof outline of the west and south façades are intact- including massive chimney. Fenestration pattern and door locations are unchanged.

Restoration Plan

On south, west, and original north elevations replace aluminum-clad thermal windows (installed 2015) with wood frames and individually glazed multi-paned sashes fitted top and bottom with an interior glass 'energy panel'. Frame, stile, and rail dimensions to match originals that remain in place. Install half-screens externally. Reposition second story windows vertically to correspond to original relationship to eaves. Replace trim at all replacement windows to match original profiles on south, west, and north facades. Replace all affected clapboard siding. Adjust millwork at both entrance doorways to approximate original sidelight and entablature proportions. Continue clapboard paint finish through foundation boards on all four facades.

Restoration Plan Drawings

R-101A, R-102A, R-103A, R-104A, R-105A, R-106A, R-107A, R-108A and photographic renderings for proposed West and South facades. Drawing titles note October 30, 2017 revision. Revisions address window 'entablature' sections and entrance lighting.

South Elevation -

1. Windows -
 - a. Replace- Aluminum clad thermal windows with new wood windows to match dimensions of originals. See drawing for details..
 - b. Position - Raise the three new wooden 2nd floor windows to match the two original windows' placement at eave for second floor.

- c. Trim - Replace trim on new windows to match original. This will result in essentially re-siding of the facade.
- d. Cornice ('entablatures') - Remove existing and adjust dimensions and profile as shown on detailed drawing.
- e. Shutters - Install wood shutters with pintles in trim. Shutters to match those as depicted in the 2007 photos.
- f. Replace full screens with half screens.
- g. Replace exterior storm windows at two 2nd floor original windows with interior storms.

2. Entry -

- a. Door - Replace existing five-panel door with new six-panel leaf, but express the frame at head and continue across sidelights. Retain and protect original cornice and flat portion of the entablature.
- b. Sidelights - Replace sidelights with narrower panes and panel by adding mullions next to pilasters.
- c. Casing and entablature - Modify and replace pilaster per design to reestablish historic proportions, base and capital details.
- d. Light - Position single 5 ½" wide x 11 ½" high, wall-mounted lantern at latch side of door on pilaster. Lantern by House of Antique Hardware, Monte Grande Colonial Style Slate finish (# RS-035SHL-5-254-25).

3. Painting -

- a. Window trim - White.
- b. Shutters - Black.
- c. Clapboard - Repaint gray color to match existing.
- d. Foundation trim - Repaint to match clapboard.
- e. Entry door - Black (gloss).
- f. Entry sidelights - White.
- g. Entry casing and entablature - White.
- h. Corner and cornice trim - White.

West Elevation (Merrimac Street) -

1. Windows -

- a. Replace- Aluminum clad thermal windows with new wood windows to match dimensions of originals. See drawing for details.
- b. Position - Raise the three new windows on the 2nd floor to match the historic windows on the south elevation in placement at eave. Lower attic

window opening to allow restoration of original trim in relation to gable trim.

- c. Trim - Replace trim to match original. This will result in essentially re-siding the facade.
- d. Cornice ('entablatures') – Remove existing and adjust dimensions and profile as shown on detailed drawing.
- e. Shutters - Install wood shutters with pintles in trim. Shutters to match those as depicted in the 2007 photos.
- f. Replace full screens with half screens.

2. Entry -

- a. Door - Replace existing five-panel door with new six-panel leaf, but express the frame at head and continue across sidelights.
- b. Sidelights – Replace sidelights with narrower panes and panel by adding mullions next to pilasters.
- c. Casing and entablature - Modify and replace pilaster per design to reestablish historic proportions, base and capital details.
- d. Light –Position single 5 ½" wide x 11 ½"high, wall-mounted lantern at latch side of door on pilaster. Lantern by House of Antique Hardware, Monte Grande Colonial Style Slate finish (# RS-035SHL-5-254-25).

3. Painting -

- a. Clapboard - Repaint gray color to match existing.
- b. Window trim - White.
- c. Shutters - Black.
- d. Entry door - Keep black (gloss).
- e. Entry sidelights - White.
- f. Entry casing and entablature - White.
- g. Foundation trim - Repaint same color as clapboard.
- h. Corner and cornice trim - Keep white.

North Elevation -

1. Windows -

- a. Replace windows in original house façade as in South and West elevations.
- b. No change to windows in addition.
- c. Replace full screens with half screens.
- d. Trim – Replace to match original window trim at all but bow window.
- e. Replace 'entablatures' at two attic windows.

- f. Shutters - Install wood shutters with pintles in trim. Shutters to match those as depicted in the 2007 photos

2. Painting -

- a. Clapboard - No change, keep same grey.
- b. Window trim - Keep white.
- c. Shutters - Black.
- d. Foundation trim - Repaint same color as clapboard including the extra trim piece at the addition.
- e. Corner and cornice trim - White.
- f. East (Rear) Elevation - No major change due to lack of historic conditions, but add muntin grid to lower sashes to make 6/6 DHSS on five existing windows. Paint trim board at foundation to match clapboards above.

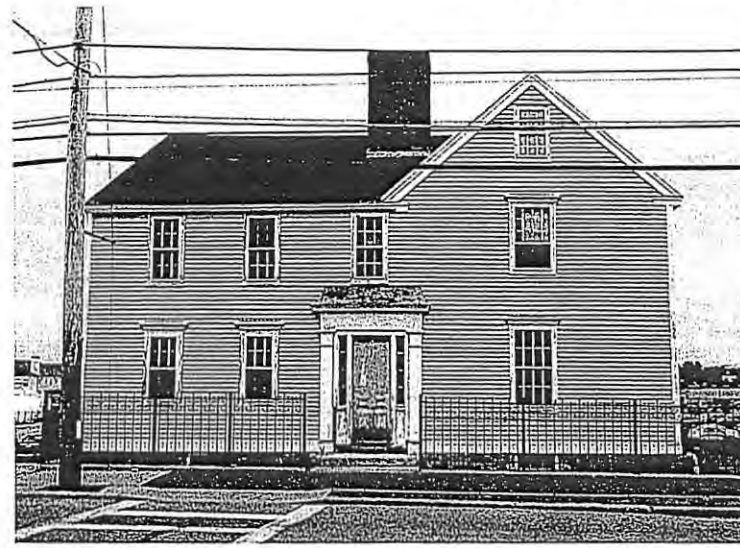
October 30, 2017



1 WEST ELEVATION (MERRIMAC ST) - EXISTING
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION (MERRIMAC ST) - PROPOSED
SCALE: 1/4" = 1'-0"



3 WEST ELEVATION PHOTO - 2015
N/A

EXIST#	FRAME DIMENSIONS	WINDOW TYPE	CASING	SHUTTERS	EQ. COMMENTS
W1	22" x 48"	NEW WOOD SINGLE GLAZED	NEW	NEW W/W	
W2	24" x 48"	NEW WOOD SINGLE GLAZED	NEW	NEW W/W	
W3	24" x 48"	NEW WOOD SINGLE GLAZED	NEW	NEW W/W	
W4	24"	NEW ALUMINUM LEAD GLAZED	NEW	NEW	
W5	24"	EXISTING WOOD SINGLE GLAZED	EXISTING	NEW W/W	NEW INTERIOR STAIRS, NO FALL INTO 1ST FLOOR
W6	24" x 36"	NEW WOOD SINGLE GLAZED	NEW	NEW W/W	W/ILE WINDOW
W7	24" x 36"	NEW WOOD SINGLE GLAZED	NEW	NEW W/W	W/ILE WINDOW
W8	24" x 36"	NEW WOOD SINGLE GLAZED	NEW	NEW W/W	W/ILE WINDOW
W9	24"	NEW ALUMINUM LEAD GLAZED	NEW	NEW	
W10	24" x 36"	NEW WOOD SINGLE GLAZED	NEW	NEW W/W	W/ILE WINDOW

VERIFY ALL DIMENSIONS IN FIELD, VERIFY LOCATION OF ORIGINAL WINDOW PLACING FUNCTIONS FALL WITH WINDOW HEADS



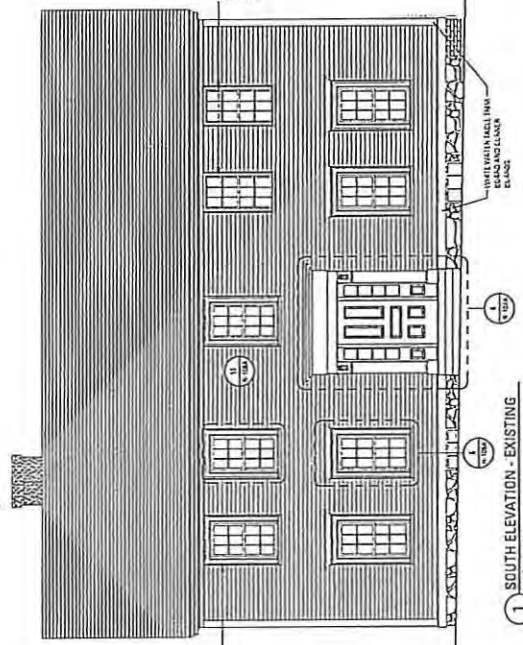
① WEST ELEVATION PHOTO - 2015
MS



② PROPOSED WEST ELEVATION PHOTO
MS

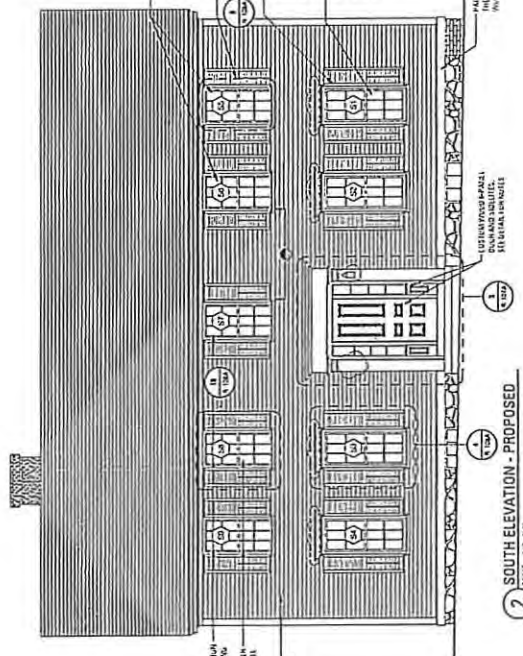
NORTH WINDOW HAS
MIRRORED WINDOW. HAZARD
REPAIRS TO BE MADE
IMMEDIATELY.

REMOVE STOLEE LIGHTS CURRENTLY
INSTALLED. HAZARD
REPAIRS TO BE MADE
IMMEDIATELY.



1 SOUTH ELEVATION - EXISTING
SCALE: 1/4" = 1'-0"

REPLACE EXISTING SASH
WITH NEW ALUMINUM
OR PINE SASH. HAZARD
REPAIRS TO BE MADE
IMMEDIATELY.



2 SOUTH ELEVATION - PROPOSED
SCALE: 1/4" = 1'-0"

INSTALL LIGHT FIXTURES. HAZARD
REPAIRS TO BE MADE
IMMEDIATELY.

INSTALL LIGHT FIXTURES. HAZARD
REPAIRS TO BE MADE
IMMEDIATELY.

INSTALL LIGHT FIXTURES. HAZARD
REPAIRS TO BE MADE
IMMEDIATELY.

INSTALL LIGHT FIXTURES. HAZARD
REPAIRS TO BE MADE
IMMEDIATELY.

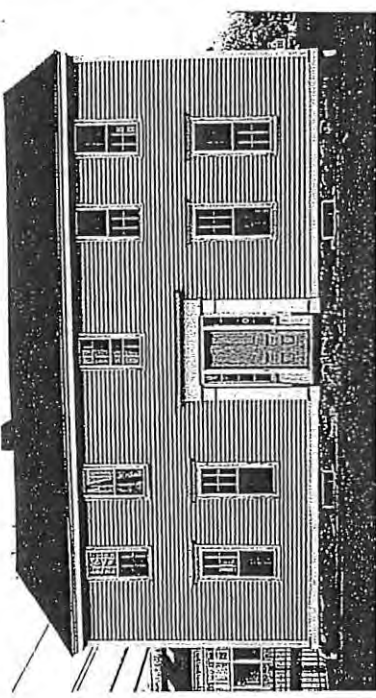
INSTALL LIGHT FIXTURES. HAZARD
REPAIRS TO BE MADE
IMMEDIATELY.

REMOVE EXISTING SASH
AND INSTALL NEW
ALUMINUM SASH. HAZARD
REPAIRS TO BE MADE
IMMEDIATELY.

REMOVE EXISTING SASH
AND INSTALL NEW
ALUMINUM SASH. HAZARD
REPAIRS TO BE MADE
IMMEDIATELY.

SOUTH ELEVATION WINDOW SCHEDULE

WINDOW	FRAME TYPE	GLASS TYPE	MATERIAL	COLOR
1	24" x 36"	6/12	WOOD	PAINTED
2	24" x 36"	6/12	WOOD	PAINTED
3	24" x 36"	6/12	WOOD	PAINTED
4	24" x 36"	6/12	WOOD	PAINTED
5	24" x 36"	6/12	WOOD	PAINTED
6	24" x 36"	6/12	WOOD	PAINTED
7	24" x 36"	6/12	WOOD	PAINTED
8	24" x 36"	6/12	WOOD	PAINTED
9	24" x 36"	6/12	WOOD	PAINTED
10	24" x 36"	6/12	WOOD	PAINTED
11	24" x 36"	6/12	WOOD	PAINTED
12	24" x 36"	6/12	WOOD	PAINTED
13	24" x 36"	6/12	WOOD	PAINTED
14	24" x 36"	6/12	WOOD	PAINTED
15	24" x 36"	6/12	WOOD	PAINTED

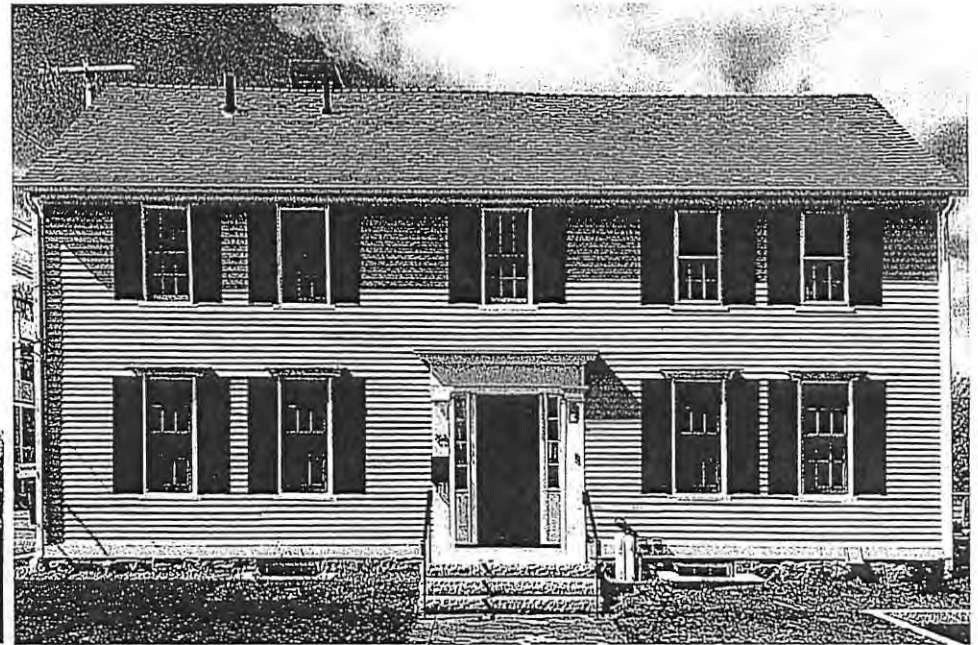


3 SOUTH ELEVATION PHOTO - 2015

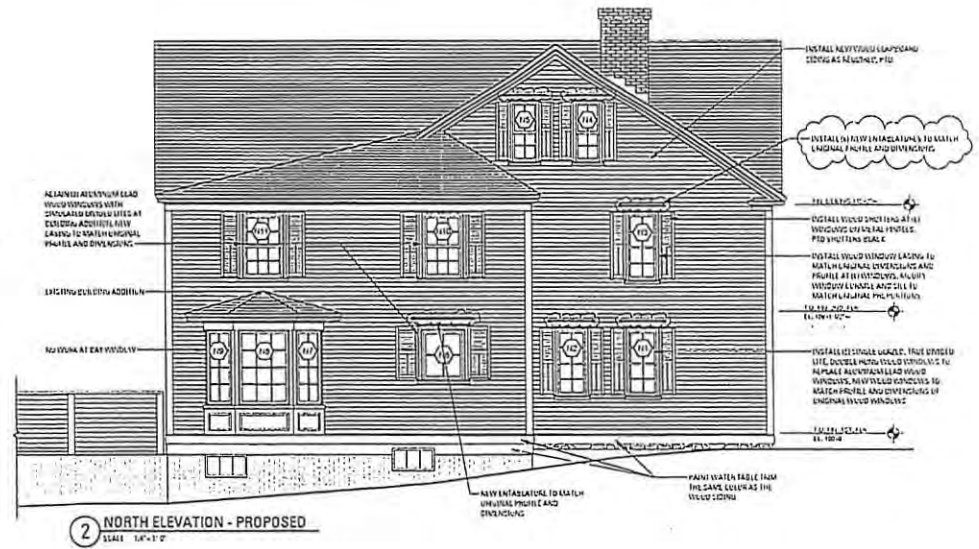
1690 HOUSE PRESERVATION RESTRICTION - SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION PHOTO - 2015
N/S

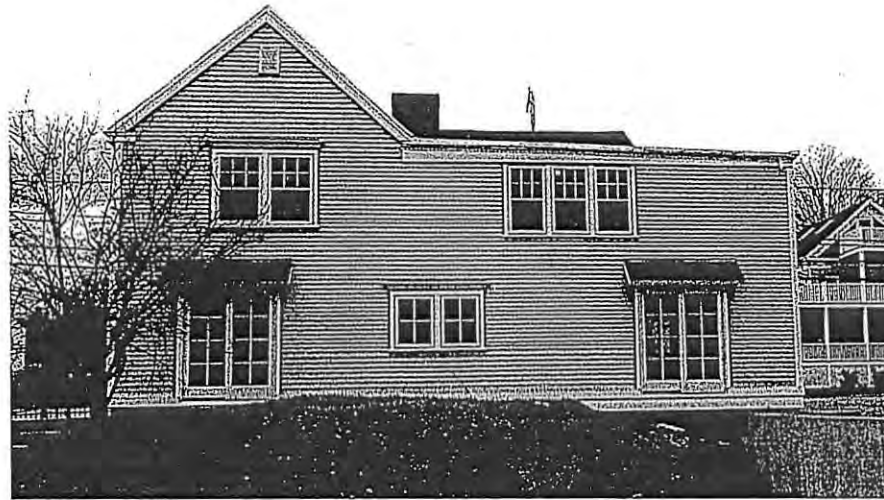


2 PROPOSED SOUTH ELEVATION PHOTO
N/S

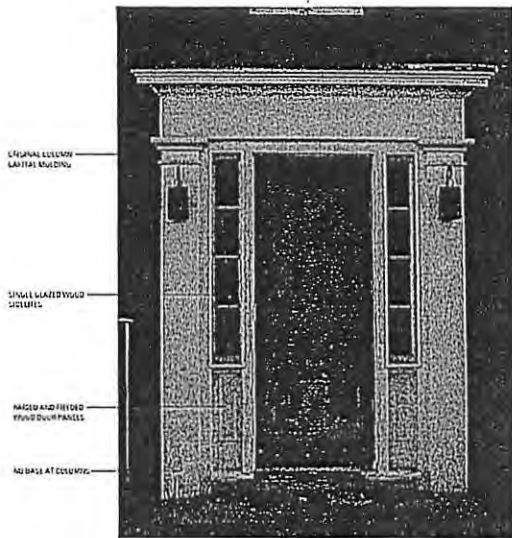


EWIND	FRAME DIMENSIONS	WINDOW TYPE	CASING	SHUTTERS	REMARKS
N1	27' x 36'	2X4 WOOD SINGLE GLAZED	NEW	NEW W/S	ENTRANCE AT HEAD
N2	27' x 36'	2X4 WOOD SINGLE GLAZED	NEW	NEW W/S	ENTRANCE AT HEAD
N3	27' x 36'	2X4 WOOD SINGLE GLAZED	NEW	NEW W/S	ENTRANCE AT HEAD
N4	27' x 21'	2X4 WOOD SINGLE GLAZED	NEW	NEW W/S	ENTRANCE AT HEAD
N5	27' x 21'	2X4 WOOD SINGLE GLAZED	NEW	NEW W/S	ENTRANCE AT HEAD
N6	N/A	EXT. ALUMINUM LEAD W/D	NEW	NEW W/S	ENTRANCE AT HEAD
N7	N/A	EXT. ALUMINUM LEAD W/D	EXISTING	N/A	
N8	N/A	EXT. ALUMINUM LEAD W/D	EXISTING	N/A	
N9	N/A	EXT. ALUMINUM LEAD W/D	EXISTING	N/A	
N10	N/A	EXT. ALUMINUM LEAD W/D	NEW	NEW W/S	
N11	N/A	EXT. ALUMINUM LEAD W/D	NEW	NEW W/S	

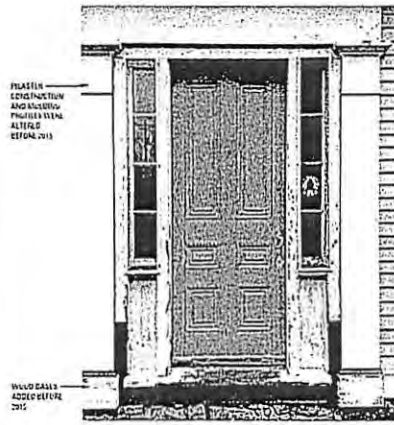
VERIFY ALL DIMENSIONS IN FIELD, VERIFY LOCATION BY VISUAL MEANS, EXAMINE FOR INSTALLATION BY VISUAL MEANS



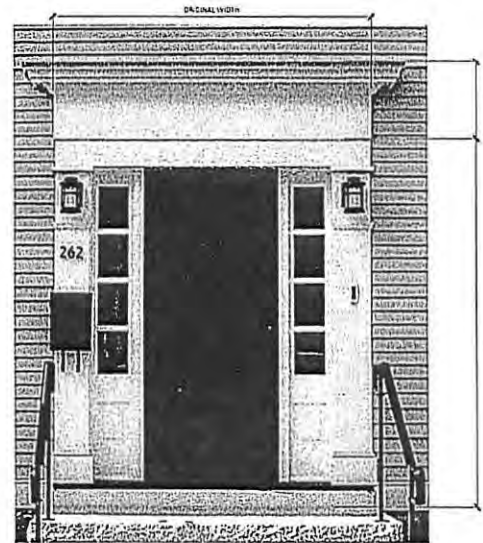
③ EAST ELEVATION PHOTO - 2015
MIA



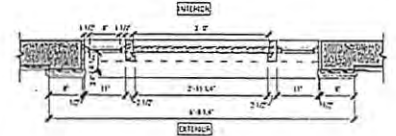
9 ENTRANCE DOOR (WEST) - BEFORE 2007
N/S



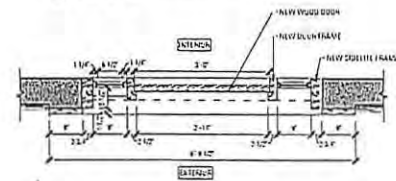
8 ENTRANCE DOOR (SOUTH) - 2015
N/S



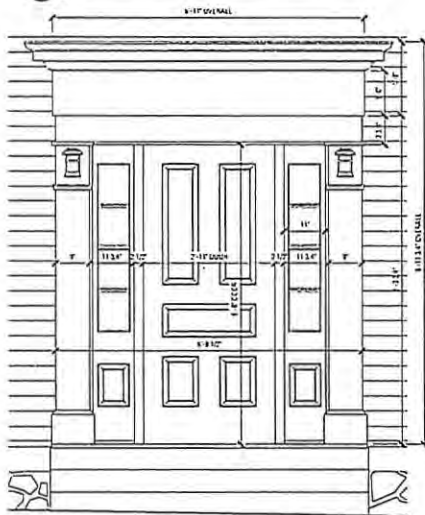
7 ENTRANCE DOOR (SOUTH) - 2017
N/S



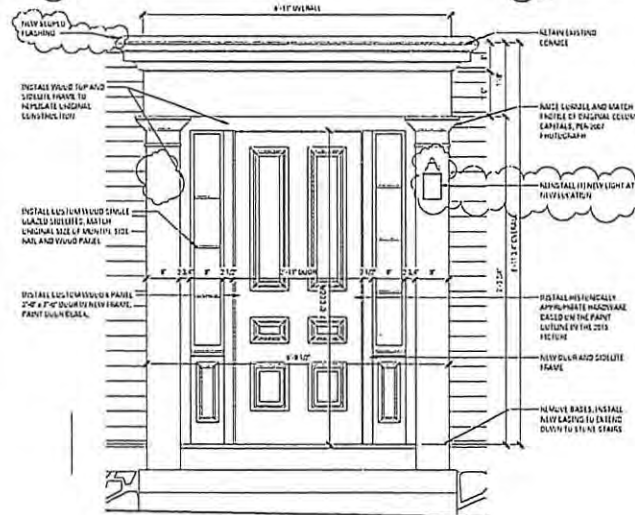
6 EXISTING DOOR PLAN - 2017
SCALE 3/4\"/>



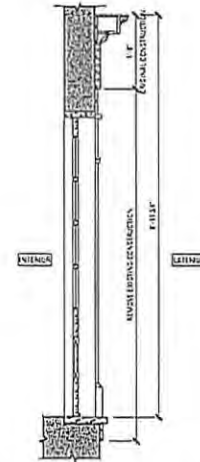
5 RESTORATION PLAN DOOR PLAN
SCALE 3/4\"/>



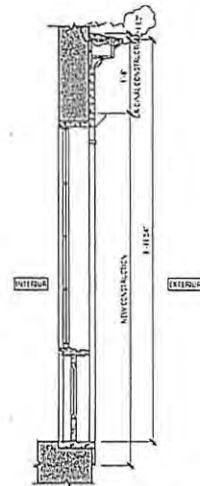
4 EXISTING ENTRY DOOR ELEVATION - 2017
SCALE 3/4\"/>



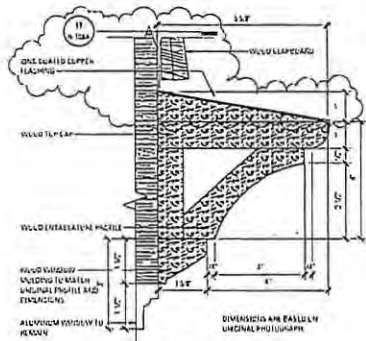
3 RESTORATION PLAN ENTRY DOOR ELEVATION
SCALE 3/4\"/>



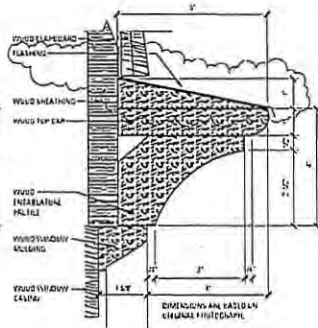
2 EXISTING SECTION THROUGH ENTRY SIDELITE - 2017
SCALE 3/4\"/>



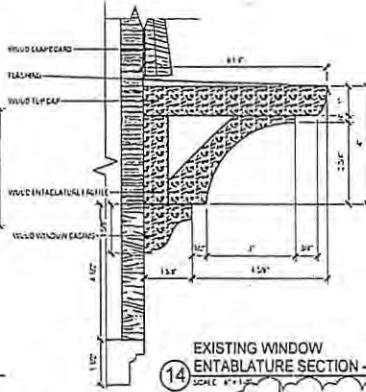
1 RESTORATION PLAN SECTION THROUGH ENTRY SIDELITE - COMPARE TO PHOTO 8
SCALE 3/4\"/>



16 RESTORATION PLAN WINDOW ENTABLATURE SECTION
SCALE: 1/4" = 1'-0"



15 ORIGINAL ENTABLATURE SECTION
SCALE: 1/4" = 1'-0"



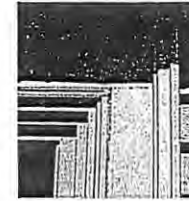
14 EXISTING WINDOW ENTABLATURE SECTION - 2017
SCALE: 1/4" = 1'-0"



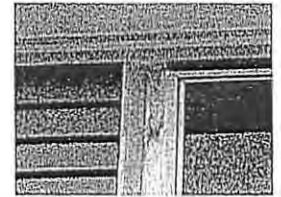
13 ORIGINAL WINDOW ENTABLATURE
SITE



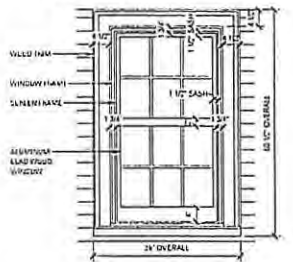
12 EXISTING WINDOW ENTABLATURE - 2017
SITE



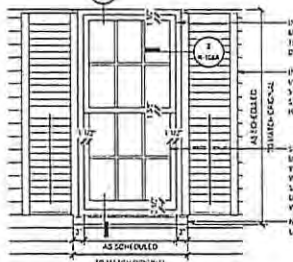
7 EXISTING WINDOW CASING TO BE REMOVED - 2017
SCALE: 1/4" = 1'-0"



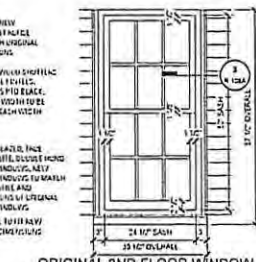
6 ORIGINAL WINDOW CASING TO REPLICATE
SITE



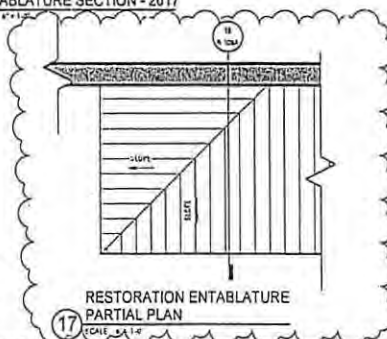
11 EXISTING 2ND FL WINDOW ELEVATION - 2017
SCALE: 3/4" = 1'-0"



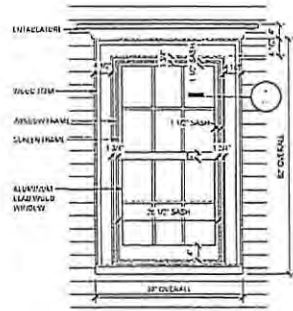
10 RESTORATION PLAN 2ND FL WINDOW ELEVATION
SCALE: 3/4" = 1'-0"



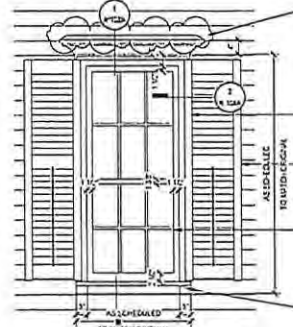
9 ORIGINAL 2ND FLOOR WINDOW ELEVATION - SOUTH FACADE
SCALE: 3/4" = 1'-0"



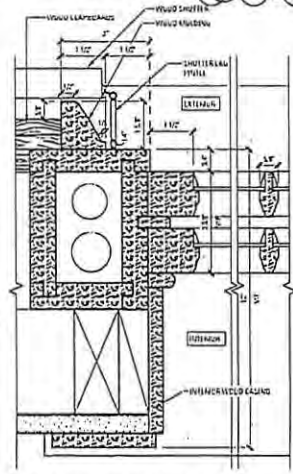
17 RESTORATION ENTABLATURE PARTIAL PLAN
SCALE: 3/4" = 1'-0"



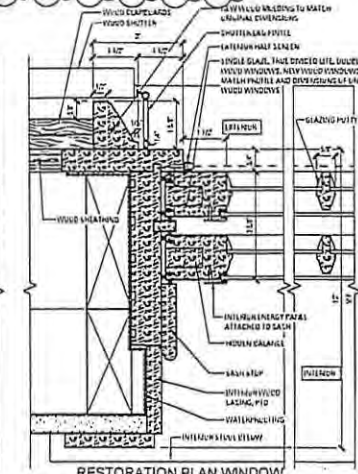
5 EXISTING 1ST FLOOR WINDOW ELEVATION - 2017
SCALE: 3/4" = 1'-0"



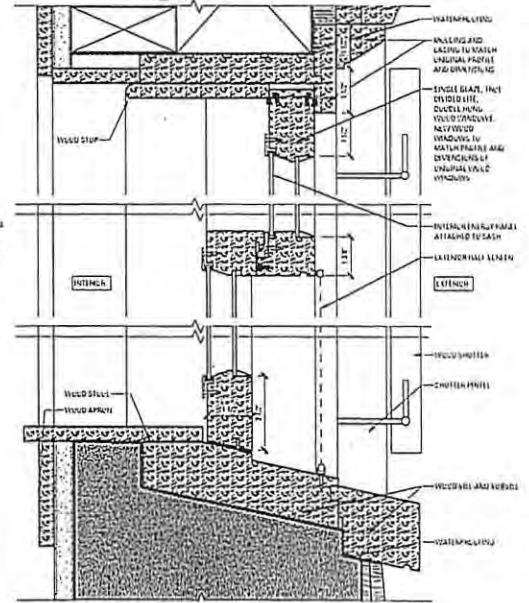
4 RESTORATION PLAN 1ST FLOOR WINDOW ELEVATION
SCALE: 3/4" = 1'-0"



3 ORIGINAL WINDOW JAMB DETAIL
SCALE: 1/4" = 1'-0"



2 RESTORATION PLAN WINDOW JAMB DETAIL
SCALE: 1/4" = 1'-0"



1 RESTORATION PLAN WINDOW HEAD/SILL DETAIL
SCALE: 1/4" = 1'-0"

1690 HOUSE PRESERVATION RESTRICTION - WINDOW DETAILS
SCALE: AS NOTED

**APPOINTMENTS
FIRST READING**

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

**APPOINTMENTS
SECOND READING**

SECOND READING APPOINTMENTS

- APPT063_10_30_17 Karina Moltz 15 Summit Pl Disabilities Comm 11/30/20
- APPT064_10_30_17 Lisa Rowan 17 Boardman St Disabilities Comm 11/1/20
- APPT065_10_30_17 Keith R. Carter 13 Monarch Wy, Kingston NH Spec Pol Officer N/A

Re-Appointments

- APPT066_10_30_17 Crispin S. Miller 1 Parker Ridge Way Tree Comm 11/1/20
- APPT067_10_30_17 Constance Preston 18 Atwood St Tree Comm 11/30/20

Motion to approve the Consent Agenda by Councillor Zeid, seconded by Councillor Connell. So voted.

ORDERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 13, 2017

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

THAT the City Council of the City of Newburyport hereby approve and authorize the acceptance of a Preservation Restriction between the City, acting through the Newburyport Historical Commission, and Newburyport Landing LLC c/o First Republic Corporation of America, for the property located at 262 Merrimac Street, commonly referred to as the "Samuel Morse House" or "1690 House," as required by the Newburyport Planning Board pursuant to a Special Permit issued under the Towle Complex Redevelopment Overlay District (TCROD); and

Further, that the Mayor of the City of Newburyport, the City Council President and City Clerk are hereby authorized to sign the subject Preservation Restriction as may be required, to act on behalf of the City and enter into any and all instruments, including acceptance of said Preservation Restriction in accordance with Massachusetts General Laws Chapter 184, and to take any other actions necessary to execute this acceptance and the associated Preservation Restriction accordingly.

Councilor Charles F. Tontar

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 13, 2017

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

THAT the City Council of the City of Newburyport hereby approve and authorize the acceptance of a Preservation Restriction between the City, acting through the Newburyport Historical Commission, and FRCA OF NEWBURYPORT LLC, for the property located at 260 Merrimac Street, commonly referred to as the "Towle Manufacturing Co. Building," as required by the Newburyport Planning Board pursuant to a Special Permit issued under the Towle Complex Redevelopment Overlay District (TCROD); and

Further, that the Mayor of the City of Newburyport, the City Council President and City Clerk are hereby authorized to sign the subject Preservation Restriction as may be required, to act on behalf of the City and enter into any and all instruments, including acceptance of said Preservation Restriction in accordance with Massachusetts General Laws Chapter 184, and to take any other actions necessary to execute this acceptance and the associated Preservation Restriction accordingly.

Councilor Charles F. Tontar

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Order Relative to a Special Act Authorizing the City of Newburyport to Hold a Special Election for the Purpose of Accepting the Terms of Clause 41C½ of Section 5 of Chapter 59 of the Massachusetts General Laws

Whereas, G.L. c. 59, §5, cl. 41C½ provides a property tax exemption for the principal residence of a taxpayer who has reached their seventieth birthday, or sixty-fifth birthday if accepted as such; and

Whereas, the so-called Clause 41C½ senior property tax exemption requires acceptance of its terms by vote of the City at the next regularly scheduled municipal election, and

Whereas, the City of Newburyport wishes to hold a special election for the purpose of accepting the terms of the Clause 41C½ senior property tax exemption rather than waiting for the next regularly scheduled municipal election, and

Whereas, based upon the plain language of the statute, inclusion of the question of adoption of the Clause 41C½ senior property tax exemption on the ballot at a special election would require approval of the General Court.

Now therefore, be it Ordered that:

The City Council of the City of Newburyport hereby authorizes the Mayor, on behalf of the City, to submit a Home Rule Petition to the General Court of the Commonwealth of Massachusetts to enact a Special Act for the City of Newburyport in the manner described below and for the purpose of authorizing the City of Newburyport to hold a special election for the purpose of accepting the terms of Clause 41C½ of Section 5 of Chapter 59 of the Massachusetts General Laws, provided that the General Court may make clerical or editorial changes of form only to the bill, unless the Mayor approves amendments to the bill before enactment by the General Court, and to further authorize the Mayor to act on behalf of the City relative to any inquiries and/or changes made by the General Court concerning the proposed Act, and to approve amendments which shall be within the scope of the general public objectives of the petition, as needed:

AN ACT AUTHORIZING THE CITY OF NEWBURYPORT TO HOLD A SPECIAL ELECTION FOR THE PURPOSE OF ACCEPTING THE TERMS OF CLAUSE 41C½ OF SECTION 5 OF CHAPTER 59 OF THE MASSACHUSETTS GENERAL LAWS.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding any general or special law to the contrary, the City of Newburyport may hold a special election for the purpose of accepting the terms of Clause 41C½ of Section 5 of Chapter 59 of the Massachusetts General Laws

SECTION 2. This act shall take effect upon its passage.



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY

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

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: November 13, 2017
Subject: Home Rule Petition to Adopt Clause 41C½ Senior Tax Exemption

In light of the financial stress felt by many in our community, especially seniors, I have reviewed the adoption of Clause 41C½ with my finance team and urge the City's acceptance. Adoption of this clause will replace Clause 41C, which the City currently offered to seniors. Below is a comparison of the two property tax exemptions:

	Clause 41C (Existing)	Clause 41C½ (Proposed)
Exemption Amount	\$500 - \$1,000	10% of average assessed valuation of residential property in the city; \$621 - \$1,242 (FY18)
Age	70 or older; may be reduced to 65 or older by a vote of the legislative body.	
Ownership and Domicile	Must own or occupy the property as your domicile. You must also have had a domicile in MA for 10 consecutive years and owned and occupied a property in MA for any 5 years (includes domiciles owned by a life estate or in trust).	
Income Limit	Single: \$30,107 Married: \$45,161	Single: \$57,000 Married: \$86,000
Asset Limit	Single: \$51,138 Married: \$70,314	None

Based on the different income and asset limits, more taxpayers will qualify for this exemption. In the latest fiscal year, 49 taxpayers qualified for the 41C exemption. Whereas, based on state tax filings, we know that approximately 450 filers qualified for the senior "circuit breaker" tax credit, which has the same income limits as 41C½. Therefore, we would expect a similar number of taxpayers to qualify under this senior property tax exemption.

An unusual aspect of Clause 41C½, however, is that it contains language referencing acceptance “at the next regularly scheduled municipal election,” which differs from ordinary language simply referencing regular elections. After consulting with the state’s elections division, the City Solicitor believes that the only alternative to waiting until a November 2019 vote is to submit a home rule petition requesting permission to accept the clause at a special election.

The attached order will allow the Home Rule Petition to go through the legislative process. Once approved by the state legislative, the City Council would need to vote to accept the terms of Clause 41C½ with any adjustments as needed, such a reduction of the age requirement from 70 to 65, and then send the measure to a special election.

At this time, I believe the benefit of this exemption to seniors outweighs the cost of holding a special election (approximately \$10,000). If the special legislation takes longer than anticipated, we will have an opportunity to re-evaluate whether or not spending funds on a special election makes sense or not.

Thank you for your consideration.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 13, 2017

THAT, all property within the City of Newburyport be taxed equally and that the method to determine this percentage of the local tax levy to be assessed by each class of property is established by the adoption of a **Residential Factor** of [] for **Fiscal Year 2018** in the City of Newburyport.

Councillor Charles F. Tontar
Chair, Budget & Finance Committee

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 13, 2017

THAT, the City of Newburyport **Tax Rate** for **Fiscal Year 2018** will be \$[] for all classes of property.

Councillor Charles F. Tontar
Chair, Budget & Finance Committee

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 13, 2017

THAT, The CITY COUNCIL of the City of Newburyport accepts with gratitude a gift from the Newburyport Parks Conservancy in the amount of \$1,689.77 for the purpose of beautification of Cushing Park, Atwood Park and building of dugouts at Richie Eaton Baseball Field located behind the Nock-Molin Upper Elementary School and appropriates said funds to the Parks Department Revolving Account in accordance with M.G.L. Chapter 44, Section 53A.

Councillor Charles F. Tontar
Chair, Budget & Finance Committee

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 13, 2017

WHEREAS, Chapter 59, Section 5K of the Massachusetts General Laws allows cities and towns to establish local rules pertaining to the Senior Property Tax Work-Off Program; and

WHEREAS, the income limit for the Program is currently set at the median household income for Massachusetts (currently \$67,846).

NOW, THEREFORE, be it ORDERED that the City Council of the City of Newburyport hereby sets the income limit for the Senior Property Tax Work-Off Program to be based on the median household income for Newburyport as determined by the U.S. Census Bureau (currently \$85,556).

Councillor Charles F. Tontar
Chair, Budget & Finance Committee



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY

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

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: November 13, 2017
Subject: Change to Income Limit for Senior Property Tax Work-Off Program

I am proposing a change to the income limit for the Senior Property Tax Work-Off Program established under MGL ch. 59, sec. 5K. The current limit is tied to the Massachusetts median household income (currently \$67,846). Instead, I suggest that the income limit be tied to the *Newburyport* median household income as determined by the United States Census Bureau (currently \$85,556).

As you are aware, earlier this year, we increased the benefit from \$1,000 to \$1,500 per person as allowed by the Municipal Modernization Act. Unlike many other statutes, this statute allows cities and towns the ability to set local rules pertaining to the eligibility requirements for participation in the program. The only exception is the 60 year old age requirement, which is set by statute.

Given the change in home values and the increased overall financial burden on our senior population, I feel that changing the income limit to be based on the Newburyport median household income is more indicative of the cost of living in Newburyport and will open up the program to a greater number of individuals.

Thank you for your consideration.

ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

September 11, 2017

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEWBURYPORT, MASSACHUSETTS

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

APPENDIX A: ZONING ORDINANCE OF THE CITY OF NEWBURYPORT

Section III-A - Establishment of districts.

THAT the table entitled "Full Name and Class" of section III-A be amended by adding two new rows after the current first row, as follows, with deletions ~~double-stricken through~~, and additions double-underlined:

<u>High Street Residential A</u>	<u>HSR-A</u>
<u>High Street Residential B</u>	<u>HSR-B</u>

Section III-B – Description of districts.

THAT section III-B be amended by adding two new paragraphs after the current third paragraph, as follows, with deletions ~~double-stricken through~~, and additions double-underlined:

HSR-A high street residential district A. The High Street Residential District-A is composed of all that area so designated on the official zoning map, on the southwesterly side of High Street, between the city boundary with the Town of Newbury and State Street. The predominant uses are intended to be single-family and two-family homes on lots of one-and-one-half (1½) acre, set back from High Street. Uses that would detract from the desired residential character, and uses that would otherwise interfere with the intent of this ordinance, are prohibited

HSR-B high street residential district B. The High Street Residential District-B is composed of all those areas so designated on the official zoning map, on the southwesterly side of High Street, between the Clipper City Rail Trail and Storey Avenue. The predominant uses are intended to be single-family and two-

family homes on lots of three-quarters ($\frac{3}{4}$) of an acre, set back from High Street. Uses that would detract from the desired residential character, and uses that would otherwise interfere with the intent of this ordinance, are prohibited

Section III-C -- Zoning map.

THAT the Zoning Map of said Zoning Ordinance entitled “Zoning Map of the City of Newburyport” be amended pursuant to Section III-D “Changes to Zoning Map” such that all parcels of land are changed from “Residential Two” and/or “Residential Three” (as applicable) to “High Street Ridge Residential District-A,” and “High Street Ridge Residential District-B,” respectively, within said areas as depicted on the attached map entitled “Zoning Map Change – Proposed v.2,” prepared by the Office of Planning & Development, and dated 10/18/17:

Section V-D – Table of use regulations.

THAT the table entitled “Table of Use Regulations” of section V-D be amended to add a new column entitled “HSR-A and HSR-B” after the third column.

The following uses shall be Permitted (P) in the HSR-A and HSR-B districts, and so indicated in said table:

- Single-family (101)
- Church (201)
- Schools (public) (202)
- U.S. post office (206)
- Library/museum (212)
- Private education (213)
- Private education residence (214)
- Agricultural (301 through 304)
- Park/playground (306)
- Home occupation (417A)

The following uses shall be permitted by Special Permit (SP) in the HSR-A and HSR-B districts, and so indicated in said table:

- Two-family (102)
- Congregate elderly housing (108)
- In-law apartment (109)
- Nursery school/day care (408)
- Home occupation (417B)
- Transformer/pumping station (614)

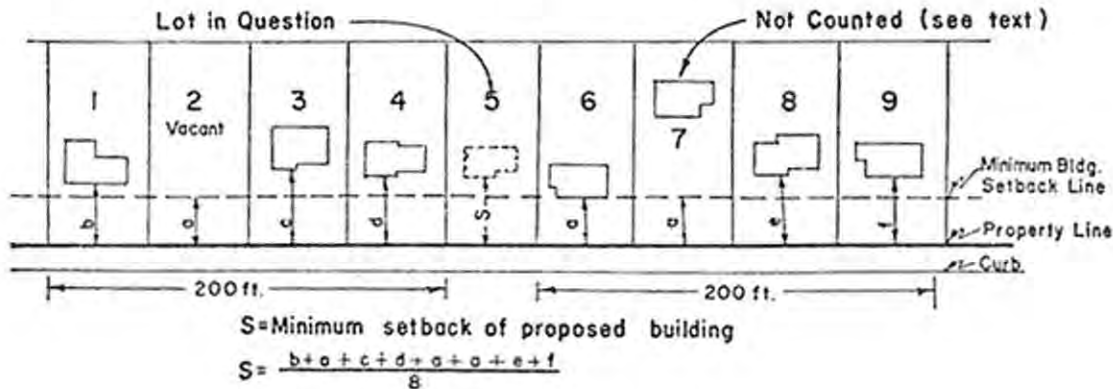
All other uses shall be Not Permitted (NP) in the HSR-A and HSR-B districts, and so indicated in said table.

Section VI-A – General regulations.

THAT the table entitled “Table of Dimensional Requirements” of section VI-A be amended to add dimensional requirements for the HSR-A and HSR-B districts, 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	HSR-A	60,000	100	35	12	85%	75 ^(m)	25	300
	101	HSR-B	30,000	75	35	15	70%	30 ^(m)	20	50
Two-family	102	HSR-A	60,000	100	35	12	85%	75 ^(m)	25	300
	102	HSR-B	30,000	75	35	15	70%	30 ^(m)	20	50
Congregate elderly housing	108	HSR-A	60,000	100	35	12	85%	75 ^(m)	25	300
	108	HSR-B	30,000	75	35	15	70%	30 ^(m)	20	50
In-law apartment	109	HSR-A	60,000	100	35	12	85%	75 ^(m)	25	300
	109	HSR-B	30,000	75	35	15	70%	30 ^(m)	20	50
Church	201	HSR-A	60,000	100	35	12	85%	75 ^(m)	25	300
	201	HSR-B	30,000	75	35	15	70%	30 ^(m)	20	50
Schools (public)	202	HSR-A	60,000	100	35	12	85%	75 ^(m)	25	300
	201	HSR-B	30,000	75	35	15	70%	30 ^(m)	20	50
Library/museum	212	HSR-A	60,000	100	35	12	85%	75 ^(m)	25	300
	212	HSR-B	30,000	75	35	15	70%	30 ^(m)	20	50
Private education	213	HSR-A	60,000	100	35	12	85%	75 ^(m)	25	300
	213	HSR-B	30,000	75	35	15	70%	30 ^(m)	20	50
Private education residence	214	HSR-A	60,000	100	35	12	85%	75 ^(m)	25	300
	214	HSR-B	30,000	75	35	15	70%	30 ^(m)	20	50
Nursery school/day care	408	HSR-A	60,000	100	35	12	85%	75 ^(m)	25	300
	408	HSR-B	30,000	75	35	15	70%	30 ^(m)	20	50

- (m) Notwithstanding the provisions of section VI-G, the “established front yard setback” within the HSR-A and HSR-B Districts shall be determined by averaging the adjacent principle structures on each side of the subject lot along 200’ of streetline in both directions, as measured from the front building wall of each such structure perpendicular to the property line along the street. Measurements are to be based on the current assessors maps used by the Assessor’s Department and Office of Planning and Development, or from record plans for the subject properties (where readily available). Buildings located entirely on the rear half of lots (as measured from the front lot line to the rear lot line) shall not be counted towards the average in calculating the “established front yard setback.” If the setback requirement for the underlying district is greater than the relevant “established front yard setback” then the proposed structure shall be located no farther from the street than the distance called for as the front setback in the underlying district. In no event shall a new structure be located closer to the street than the “established front yard setback.” An example of these calculations is illustrated in the diagram below:



Barry N. Connell

Edward C. Cameron, Jr.

In City Council September 11, 2017:

Motion to refer to Planning & Development and Committee of the Whole by Councillor Eigerman, seconded by Councillor Cameron. So voted.

In City Council October 30, 2017:

Motion to remove from Planning & Development by Councillor Cameron, seconded by Councillor Tontar. Motion to approve as amended per COMM115_10_30_17 by Councillor Cameron, seconded by Councillor Tontar. Roll call vote, 10 yes, 1 recused (Eigerman). Motion passed.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

September 25, 2017

AN ORDINANCE TO RESTRICT SMOKING AT CERTAIN MUNICIPAL FACILITIES

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

Chapter 8 Health and Sanitation
Article 1 In General
Section 8-1 No Smoking at Certain Public Facilities

THAT Article 1 of Chapter 8 of the Newburyport Code be amended to add a new Section 8-1, as follows, with deletions ~~double-stricken through~~, and additions double-underlined:

Sec. 8-1. – No Smoking at Certain Municipal Facilities

- (a) *Smoking Prohibited.* No person shall smoke nor shall any person be permitted to smoke in or at any of the following municipal facilities:
- (1) Within 10 (ten) feet of any portion of the Inn Street Playground (Map 004, Parcel 002)
 - (2) Within 10 (ten) feet of any portion of the Inn Street Fountain (Map 004, Parcel 030)
- (b) *Posting notice of prohibition.* Every board, commission, or officer having control of premises upon which smoking is prohibited by and under the authority of this section shall conspicuously display upon the premises "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it).
- (c) *Violations and Penalties.* Any private individual who violates this chapter shall be subject to a fine of one hundred dollars (\$100). Each day a violation occurs will be considered a separate offense. As an alternative to initiating criminal proceedings, violations of this section may be enforced in the manner provided in MGL c.40, s. 21D. Any fines imposed under the provisions of this section shall inure to the city of Newburyport. For the purposes of this section, the following shall be enforcing officers: police officers; and employees of the health department, or their designees.

Councillor Jared J. Eigerman

In City Council September 25, 2017:

Motion to refer to Neighborhood & City Services and Committee of the Whole by Councillor Eigerman, seconded by Councillor Cameron. Councillor Cronin asked that all playgrounds be looked at. So voted

In City Council October 30, 2017:

Motion to remove from Neighborhood & City Services by Councillor Connell, seconded by Councillor Vogel. Motion to approve by Councillor Connell, seconded by Councillor Eigerman. Roll call vote, 11 yes. Motion passed.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 10th, 2017

AN ORDINANCE RELATING TO UPDATING EVENT RULES:

BE IT ORDERED, that:

The following updates shall be made to Section 13-97 of the Newburyport Municipal Code

Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.

- (a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."
- (b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.
- (c) *Definitions.*
 - (1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.
 - (2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.
 - (3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.
 - (4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.
 - (5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.
- (d) *Limitations.*
 - (1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be

accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

- (2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.
- (3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.
- (4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.
- (5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further, a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.
- (6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).
- (7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbor master or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.
- (8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbor master can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

- (9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.
 - (10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.
 - (11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.
 - (12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.
 - (13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.
- (e) *Enforcement.*
- (1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.
 - (2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.
 - (3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.
 - (4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.
 - (5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

Councillor Sharif I. Zeid

Councillor Joseph H. Devlin

In City Council October 10, 2017:

Motion to refer to Public Safety by Councillor Zeid, seconded by Councillor Tontar. So voted.

In City Council October 30, 2017:

Motion to remove from Public Safety by Councillor Cronin, seconded by Councillor Zeid.

Motion to approve by Councillor Cronin, seconded by Councillor Zeid. Roll call vote, 11 yes.

Motion passed.

COMMITTEE ITEMS

November 13, 2017

BUDGET & FINANCE COMMITTEE ITEMS-

ORDR057_10_30_17 – Parks Gift Acceptance.

bat

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 30, 2017

THAT, The CITY COUNCIL of the City of Newburyport accepts with gratitude a gift from the Richard A. Eaton Charitable Foundation, Inc. in the amount of \$25,220.50 and a gift from Wheelabrator Technologies in the amount of \$2,000.00 for the purpose of rehabilitating and constructing the Richard A. Eaton Baseball Field located behind the Nock-Molin Upper Elementary School and appropriates said funds to the Nock-Molin Athletic Fields Project in accordance with M.G.L. Chapter 44, Section 53A.

Councillor Charles F. Tontar
Chair, Budget & Finance Committee

LICENSE & PERMIT COMMITTEE ITEMS

November 13, 2017

- COMM091_08_14_17** A-Frame – Star Nails
- COMM109_09_11_17** A-Frames - Ivy Lane
- COMM114_10_30_17** A-Frames - Metzzy's Cantina

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.

RECEIVED
 CITY CLERK'S OFFICE
 NEWBURYPORT, MA
 2017 AUG -2 AM 9:46

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 MAIL

Address of business 18 Liberty St Newburyport


Telephone of business 978 462 4444

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 #
INSURED Star Nails Thai Ninh 18 Liberty Street Newburyport, MA 01950	INSURER A: The Hartford		30104	
	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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	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	\$
								\$
	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 <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) 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.

CERTIFICATE HOLDER CANCELLATION

City Of Newburyport
 City Clerk's office
 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

APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY

Application Fee **\$100.00**

Date: 7-1-2017

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, not limited to, those conditions appearing below.

Name of Applicant Ivy Lane

Street Address of Applicant 31 Pleasant Street

City, State, Zip of Applicant Newburyport MA 01950

Telephone Number of Applicant 978 462-2650

Name of Business Ivy Lane

Address of Business 31 Pleasant Street

Telephone Number of Business 978-462-2650

RECEIVED
 CITY CLERK'S OFFICE
 NEWBURYPORT, MA
 2017 JUL 29 AM 9:53
 updated date

RECEIVED
 CITY CLERK'S OFFICE
 NEWBURYPORT, MA
 2017 JUL 24 AM 10:00

Approved location and description of moveable sign to be placed on Public Way

Sign is placed at opening of Tracy Park outside Ivy Lane

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 [Signature] Date 7-1-2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/17

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 Lindmark Insurance Agency, Inc 607 North Ave Door 12 Wakefield, MA 01880	CONTACT NAME: Jake Lindmark PHONE (A/C No Ext): (781) 245-0100 FAX (A/C No): (781) 246-5553 E-MAIL ADDRESS: Jake@LindmarkInsuranceAgency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: SAFETY INSURANCE</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: SAFETY INSURANCE		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: SAFETY INSURANCE														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED JC DESIGN, LLC DEB IVY LANE 31R PLEASANT ST NEWBURYPORT, MA 01905														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

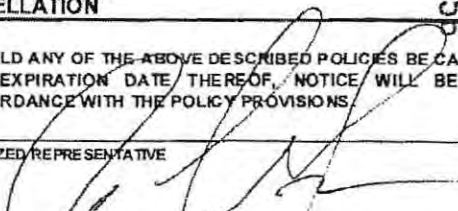
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR Y/N	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 type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		EMA0018213	9/26/16	9/26/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS						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) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CITY OF NEWBURYPORT LISTED AS ADDITIONAL INSURED

RECEIVED
 CITY CLERK'S OFFICE
 NEWBURYPORT, MA
 2017 AUG 29 AM 9:55

CERTIFICATE HOLDER CITY OF NEWBURYPORT 60 PLEASANT ST 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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RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

L

APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY

Application Fee \$100.00

Date: 10/17/2017

2017 OCT 18 PM 4:17	
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 Erik Metzdorf (on behalf of Metzzy's Cantina)

Home address of applicant 17 55th St

City, State, Zip of applicant Newburyport, MA 01950

Telephone of applicant 617-448-9435

Name of business Metzzy's Cantina

Address of business 5 Boston Way

Telephone of business 978-255-7347

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

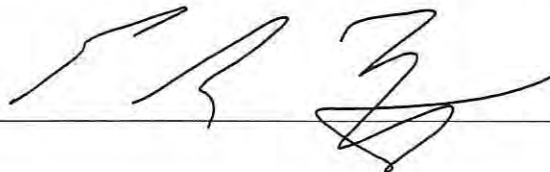
This A-Frame Sign will be placed on the corner of Boston Way and Parker St.

Wayfinding signage

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 10/17/17

APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY

Application Fee \$100.00

Date: 10/17/2017

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

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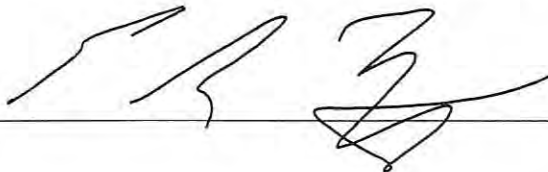
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Signature of Applicant or
Duly Authorized Agent



Date 10/17/17

APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY

Application Fee \$100.00

Date: 10/17/2017

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

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Telephone of applicant 617-448-9435

Name of business Metzzy's Cantina

Address of business 5 Boston Way

Telephone of business 978-255-7347

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

This A-Frame sign will be placed on the corner of Scotland Road and Parker St

Wayfinding signage

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Signature of Applicant or Duly Authorized Agent  Date 10/17/17

APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY

Application Fee \$100.00

Date: 10/17/2017

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

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Wayfinding signage

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Signature of Applicant or Duly Authorized Agent  Date 10/17/17

METZYS
CANTINA



5 BOSTON WAY - AT TRAIN STATION

**BREAKFAST
LUNCH
DINNER
FULL BAR**

METZYS
CANTINA



5 BOSTON WAY - AT TRAIN STATION

**BREAKFAST
LUNCH
DINNER
FULL BAR**

GUIDELINES FOR PLACING SIGNAGE ON PUBLIC PROPERTY

Pursuant to Section 12-1.3 of the Newburyport Code of Ordinances, as amended, a permit must be obtained biennially from the City Clerk before placing any movable sign on a sidewalk. The following steps must be completed to obtain a permit:

1. Complete the Application for Movable Signage on Public Property.
2. Sign and date the Release and Indemnity Agreement to Encumber a Public Way at the bottom of the application.
3. Obtain evidence of liability insurance covering the sign with a minimum of one million dollars and naming the City of Newburyport as a co-insured entity.
4. File the Application, along with the Liability Insurance, with the fee of \$100.00 at the City Clerk's Office, City Hall, 60 Pleasant Street, Newburyport, MA 01950 for approval.
5. Following the City Clerk's approval, a dated permit sticker will be issued and should be affixed to the upper right corner of the movable sign such that the enforcing officer can view the validity of the sign/permit.

Permits shall be for a term of two years and are renewable biennially upon the payment of a fee of \$100.00.

If you have any questions, you should contact the City Clerk's office at (978) 465-4407.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2017

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: Julie Levesque PHONE (A/C, No, Ext): 978-225-6329 FAX (A/C, No): E-MAIL ADDRESS: JLevesque@easterninsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Penn America Insurance Co. INSURER B: Safety Insurance Company 39454 INSURER C: Nautilus Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Metzzy's Taqueria & Cantina 5 Boston Way Newburyport MA 01950	

COVERAGES CERTIFICATE NUMBER: 17/18 Food Truck REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC7126238	3/12/2017	3/12/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 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 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6232311	2/6/2017	2/6/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AN036524	3/12/2017	3/12/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	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				<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 included as additional insured with regards to General Liability when required by a written contract.

CERTIFICATE HOLDER City of Newburyport Department of Health 60 Pleasant St 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/JLEVES

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PUBLIC UTILITIES COMMITTEE ITEMS

November 13, 2017

- **ORDR056_10_30_17** Swazy Alexander Landscaping, LLC - Lic Contractor

pu

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 30, 2017

THAT the City Council of the City of Newburyport approves the following Licensed Contractor application for the 2017 construction year for Sidewalk work:

Swazy Alexander Landscaping, LLC
14 Graf Rd, Ste. 4
Newburyport, MA 01950

Paperwork on file in the City Clerk's office.

Councillor Jared J. Eigerman
Public Utilities Chairperson



CITY OF NEWBURYPORT
RECORDED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2017 OCT -5 PM 7:01

DEPARTMENT
OF
PUBLIC SERVICES

MEMORANDUM

ANTHONY J. FURNARI
DIRECTOR

TO: Richard Jones, City Clerk
FROM: Wayne S. Amaral, DPS Deputy Director *WSA*
DATE: October 3, 2017
RE: License Contractor Application and recommendation for 2016 Season

WAYNE S. AMARAL
DEPUTY DIRECTOR /
DIRECTOR OF OPERATIONS

Enclosed is a copy of a new Licensed Contractor application with bond and references to be forwarded to the city council for approval for;

16A PERRY WAY
NEWBURYPORT, MA 01950

Swazy Alexander Landscaping, LLC
14 Graf Rd, Suite #4
Newburyport, MA 01950

TEL: 978-465-4464
FAX: 978-465-1623

For the following work;

Sidewalk

CITYOFNEWBURYPORT.COM

Thank you for your attention to this matter.



CITY OF NEWBURYPORT
DEPARTMENT OF PUBLIC SERVICES

16A PERRY WAY
NEWBURYPORT, MA 01950

ANTHONY J. FURNARI, DIRECTOR
WAYNE S. AMARAL, DEPUTY DIRECTOR

PHONE: 978-465-4464
FAX: 978-465-1623

**Application to become a
Licensed Contractor**

Submit completed application to the above address

Today's Date: 10/3/17

Name of Company: Swazy & Alexander Landscaping LLC

Name of Owner: Chris Imlach

Contact Person: Adam Croteau

Street Address: 14 Graf Rd ^{Suite 4} City: Newburyport State: MA Zip Code: 01950

Phone #: 978-358-8024 Cell #: 978-225-0640 Fax #: 888-461-3731

Insurance Certificate #: BMA0021487 Policy Expiration Date: 3-23-18

Name and Contact Information of Insurer: Ellen Freehan, Dooley Insurance 978-356-0581

Bond # 5-860703 Bond Expiration Date: 8-16-2018

Type of Work Qualified for: (check all that apply)

- Water Service/Main
- Sewer Service/Main
- Drain Laying
- Roadway (incl. curb cuts)
- Sidewalk
- Gas
- Electric
- Communications

Submit the Following with this completed Application:

- Certificate of Insurance incl. Worker's Compensation Insurance Affidavit (per M.G.L. .c152)
- \$5000 Bond ORIGINAL ONLY (\$10,000 Bond for laying Wire or Conduit)
- \$500 Check non-refundable payable to City of Newburyport (not required for ROW Occupancy)
- Minimum 3 Municipal References within the last 5 years (Renewals do not require references)



Chris Imlach <chris@swazyalexander.com>

Swazy Alexander Landscaping Referral

1 message

Jodi Black <jblack@historicnewengland.org>

Tue, Oct 3, 2017 at 2:50 PM

To: "chris@swazyalexander.com" <chris@swazyalexander.com>

To Whom It May Concern:

Historic New England has been working with Swazy Alexander Landscaping since 2012—initially with the planning and implementation of a large scale drainage and infrastructure landscape project at our farm in Newbury. Since their work at the farm, we have used them on several other properties in the North Shore spanning many different projects including trench work, landscape maintenance, drainage clean outs, and tree/shrub trimming.

Their team is professional and easy to work with and we would highly recommend their firm.

Thank you.

*Jodi Black
Supervising Preservation Manager- North and North Shore
Historic New England*

151 Essex Street

Haverhill, MA 01832

617-997-5580

www.HistoricNewEngland.org



Chris Imlach <chris@swazyalexander.com>

Reference

1 message

Paul Ferolito <pferolito@newtonma.gov>
To: "chris@swazyalexander.com" <chris@swazyalexander.com>

Fri, Aug 18, 2017 at 12:58 PM

To whom it may concern

I have worked with Swazy & Alexander Landscaping on two of The City of Newton School Projects. Their performance was excellent and the quality of their work was excellent. They didn't hesitate to take care of the landscape architects punch list and warranty work. I would work with them again. If I was requested to fill out a DECAM evaluation form they would receive a score of 90 and/or above. If you have any questions please don't hesitate to call me on my cell phone (857) 404-4220.

Thank You

Paul J. Ferolito Jr.

Public Building Dept.

(617) 796-1616

When responding, please be aware that the Massachusetts Secretary of State has determined that most email is public record and therefore cannot be kept confidential.

DELLBROOK JKS

September 28, 2017

To Whom it May Concern:

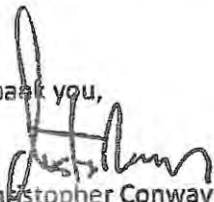
I have worked with Swazy & Alexander Landscaping over many years in various roles with various Construction Management firms and I am happy to offer them a reference.

We have worked together for almost 10 years now starting with Berry Construction then Suffolk Construction, both firms I worked as PM and worked directly with Swazy onsite. We did a few projects over during my tenure with these firms with the most notable being the revitalization of Beverly Hospitals Courtyard.

Following this position, I became Project Executive with WT Rich and was happy to bring Swazy with me as a trusted subcontractor. There we worked on school projects with the City of Newton as well as Jefferson Park Housing Authority which is still ongoing. I am currently in a new position as Senior VP of Operations with Dellbrook Construction and we are working on a few project bids with them for future work as well.

If any additional reference is needed, please do not hesitate to reach out and I'd be happy to discuss Swazy & Alexander Landscaping further.

Thank you,


Christopher Conway

QUINCY OFFICE: 899 Willard Street One Adams Place, Quincy, MA 02169 t: 781.380.1675 f: 781.380.1676

FALMOUTH OFFICE: 15 Research Road, East Falmouth, MA 02536 t: 508.540.6226 f: 508.540.9222

LICENSE OR PERMIT BOND

BOND NO. S-860703

KNOW ALL MEN BY THESE PRESENTS THAT WE,

Swazy & Alexander Landscaping

of

14 Graf Rd

Newburyport

MA 01950

as Principal, and

NGM Insurance Company

a Florida

corporation with its principal

office at 4601 Touchton Rd East Ste 3400

Jacksonville, FL 32245-6000

as Surety,

are held and firmly bound unto

City of Newburyport

in the sum of Five Thousand and 00/100 Dollars

(\$5,000.00), for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has obtained, or shall obtain, a license or permit from the Obligee for Licensed Contractor

at Sidewalks of Newburyport MA 01950

for the term commencing on the 16th day of

August,

2017

and ending on the 16th day of

August,

2018.

NOW, THEREFORE, if Principal shall faithfully observe and comply with all terms of the underlying license or permit, and all Ordinances, Rules and Regulations, and any Amendments thereto, applicable to the obligation of this bond, then this obligation shall become void and of no effect, otherwise to be and remain in full force and virtue.

The Surety may, if it shall so elect, cancel this bond by giving thirty (30) days written notice to the Obligee and the bond shall be deemed canceled at the expiration of said period; the Surety remaining liable, however subject to all the terms, conditions and provisions of this bond, for any act or acts covered which may have been committed by the Principal up to the date of such cancellation.

PROVIDED, HOWEVER, that this bond may be continued from year to year by certificate executed by the Surety hereon. Regardless of the number of years or terms this bond remains in effect, and regardless of the number and amount of claims that may be made, the maximum aggregate liability of the Surety is limited to the penal sum of the bond.

SIGNED, SEALED AND DATED on this 16th day of August, 2017.

Swazy & Alexander Landscaping

By 

Chris Imlach

NGM Insurance Company

By 

Jay Doofey

Attorney-in-Fact





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2017

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.

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PRODUCER Dooley Insurance Agency 2 Central Street P.O. Box 264 Ipswich, MA 01938	CONTACT NAME: Sean Dooley	FAX (A/C, No): 978-356-9651	
	PHONE (A/C, No, Ext): (978) 356-0581	E-MAIL ADDRESS:	
INSURED Swazy and Alexander Landscaping LLC 14 Graf Rd Suite 4 Newburyport, MA 01950	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Safety Indemnity Insurance Co.		33618
	INSURER B: Safety Insurance Company		39454
	INSURER C: NorGuard Insurance Co		31470
	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
B	<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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BMA0021487	03/19/2017	03/19/2018	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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		6221288	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y		SWUM400820	03/23/2017	03/23/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SWWC469293	03/23/2017	03/23/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B				BMA0021487	03/19/2017	03/19/2018	

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

THE CERTIFICATE HOLDER ITS OFFICIALS, EMPLOYEES, AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED ON A PRIMARY NON-CONTRIBUTORY BASIS FOR GL, UMBRELLA AND BUSINESS AUTO. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER FOR ALL POLICIES.

CERTIFICATE HOLDER

City Of Newburyport
City Hall
60 Pleasant St
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