

CITY COUNCIL MEETING AGENDA - VERSION 1

CITY COUNCIL CHAMBERS

JULY 16, 2018

7:15PM

POLE HEARING – Titcomb Street

POLE HEARING – Boston Way/Parker Street

7:30PM

(Sound Check)

- 1. MOMENT OF SILENCE**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. LATE FILE ITEMS**
- 5. PUBLIC COMMENT**
- 6. MAYOR'S COMMENT**
- 7. STUDENT PRESENTATION**

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.

8. APPROVAL OF MINUTES

June 25, 2018

(Approve)

9. TRANSFERS

- **TRAN023_07_16_18** Paid Parking Fund \$30K to Vehicle/Equip Purchase \$30K (B&F)

10. COMMUNICATIONS

- **COMM047A_07_16_18** Jeanne Geiger Walk - change of date 10/14/2018 (PS)
- **COMM061_07_16_18** Tree Commission Annual Report FY2018 (R&F)
- **COMM062_07_16_18** Whittier Vo Tech 2018-2019 Gross Budget (R&F)
- **COMM063_07_16_18** Ltr re: Ferry Road Traffic/Parking (PS)
- **COMM064_07_16_18** A-Frame - Sea Bags (L&P)

11. APPOINTMENTS

- **APPT047_07_16_18** Willem E. van de Stadt 55 Highland St, Salem MA Asst Hrbrmstr 8/1/2021

**END OF CONSENT AGENDA
REGULAR AGENDA**

12. MAYOR'S UPDATE

13. APPOINTMENTS

Second Reading - NONE

14. ORDERS

- **ORDR045_6_25_18** BPB Construction, Inc. - Licensed Contractor (**TABLED**)
- **ORDR047_7_16_18** No Parking Greenleaf Street at Auburn Street
- **ORDR049_7_16_18** Preservation Restriction Agreement - 50-58 Middle Street
- **ORDR050_7_16_18** CPC FY2019 Recommended Appropriations

15. ORDINANCES

- **ODNC012_03_26_18** Amendment to Chapter 13, Section 13-26 (**2nd Reading**)

16. COMMITTEE ITEMS

Budget & Finance

In Committee:

- **ORDR007_01_29_18** 41C Amendment
- **ORDR022_04_09_18** Local Retail Sales Tax on Marijuana
- **ORDR038_05_29_18** G. Mello - Collection and Hauling Contract (5-Year)
- **TRAN015_06_11_18** Solid Waste Fee \$15K to Resiliency Plan Technical Assistance \$15K

Education

In Committee:

-

General Government

In Committee:

- **ODNC007_02_12_18** Amendment to Division 7 – City Solicitor
- **ORDR016_03_26_18** Naming of the Five (5) Nature Trails Contained in the Little River Trail System
- **COMM048_06_11_18** Ltr re: Marijuana Retailers Ballot Question

License & Permits

In Committee:

- **COMM029_04_30_18** Outdoor Seating - West Row Café
- **ODNC023_05_29_18** LATE FILE Amendment to Waterways Fee
- **COMM055_06_25_18** A-Frame – Sweethaven Gallery
- **COMM056_06_25_18** A-Frame – Salt & Grove
- **COMM060_06_25_18** LATE FILE A-Frame – Vintage Chic

Neighborhoods and City Services

In Committee:

- **ORDR048_06_13_16** Sidewalk Order
- **COMM111_10_10_17** Petition for Road Repairs and Repaving – Squires Glen
- **ODNC020_05_14_18** Amendment to Chapter 11, Parks & Recreation
- **COMM058_06_25_18** Ltr re: Parks Department Operations in Atkinson Common

Planning & Development

In Committee:

- **ODNC017_10_30_17** Zoning Amendment – No Use Variances (**COTW**)
- **ODNC003_01_29_18** Zoning - Amendment to Table of Use Regulations
- **ODNC008_02_12_18** Disposition of G. W. Brown School
- **ORDR024_04_09_18** Special Act to Dissolve Newburyport Redevelopment Authority (**COTW**)
- **COMM036_04_30_18** Memo re: Proposed Marijuana Zoning Amendments

- **ODNC014_04_30_18** Amendment to Demolition Delay
- **ODNC016_04_30_18** Marijuana Zoning - Retail Sales (**COTW**)
- **COMM042_05_14_18** Ltr re: Marijuana Moratorium
- **ORDR033_05_14_18** Adoption of Housing Production Plan
- **ORDR036_05_14_18** Marijuana Retailers Ballot Question
- **ORDR037_05_14_18** Lease of Coast Guard Auxiliary Building on Plum Island Point
- **ODNC024_06_11_18** Zoning Amendment - Marijuana Retail Sales Locations (**COTW**)
- **ORDR046_6_25_18** Preservation Restriction Agreement - 496 Merrimac Street

Public Safety

In Committee:

- **COMM020_03_12_18** Newburyport Half Marathon - 10/21/2018
- **ODNC009_02_12_18** Floating Homes, Houseboats, and Related Marinas
- **ORDR031_04_30_18** No Parking Titcomb from Pleasant to Merrimac
- **ORDR032_04_30_18** No Parking Merrimac St from Titcomb St Running Westerly
- **COMM047_05_29_18** Jeanne Geiger 27th Annual Walk Against Violence - 10/7/18
- **ORDR043_06_11_18** Paid Parking Permits
- **COMM053_06_25_18** Block Party – Temple Street - 8/2/2018
- **COMM054_06_25_18** Block Party – Dove Street - 8/4/2018
- **COMM059_06_25_18** LATE FILE Slow Bike Race – 8/1/18

Public Utilities

In Committee:

- **COMM122_11_27_17** Mobilitie Application/Small Cell Utility Petition (re-file)
- **ODNC022_05_29_18** Addition to Chapter 5, Article 6 - Small Cell Sites
- **APPT044_05_29_18** Roger E. Jones 37 Storeybrooke Dr Water/Sewer Comm 5/1/2023

Rules Committee

In Committee:

- **ORDR044_6_25_18** Cancellation of 8/27/2018 City Council Meeting

17. GOOD OF THE ORDER

18. ADJOURNMENT

POLE HEARINGS

nationalgrid

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 JUN 28 AM 7:51

June 20, 2018

To the City Council of Newburyport Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities

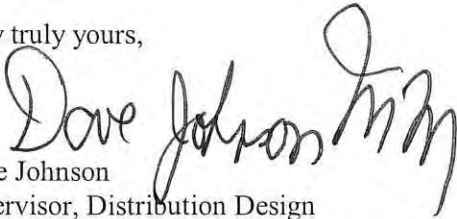
If you have any questions regarding this permit please contact:

John Butler 978 725 1415

If this petition meets with your approval, please return an executed copy to:

National Grid Contact: Maureen Miloro; 1101 Turnpike Street; North Andover, MA 01845

Very truly yours,



Dave Johnson
Supervisor, Distribution Design

Enclosures

Questions contact – John Butler 978 725 1415

Petition of the NATIONAL GRID
Of NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

To the City Council of Newburyport Massachusetts


Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Titcomb St-Newburyport Massachusetts

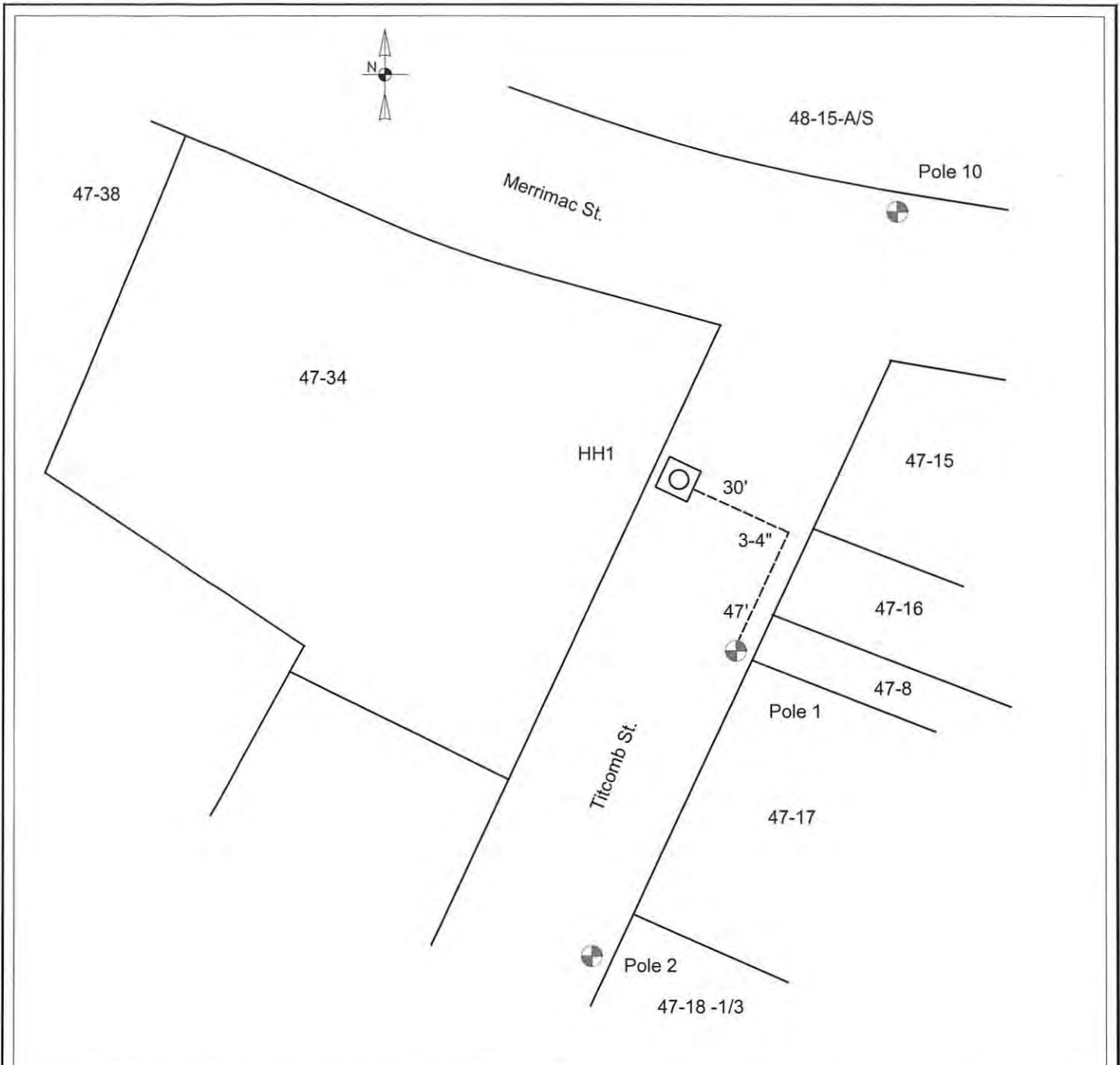
The following are the streets and highways referred to:




26155888 Titcomb St-National Grid is installing 3-4" concrete conduits from pole 1 to new heavy duty handhole 1. This is a new Service for parking facility.

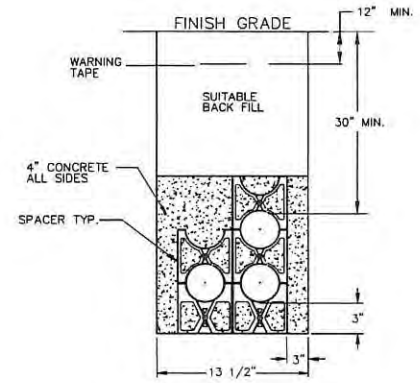
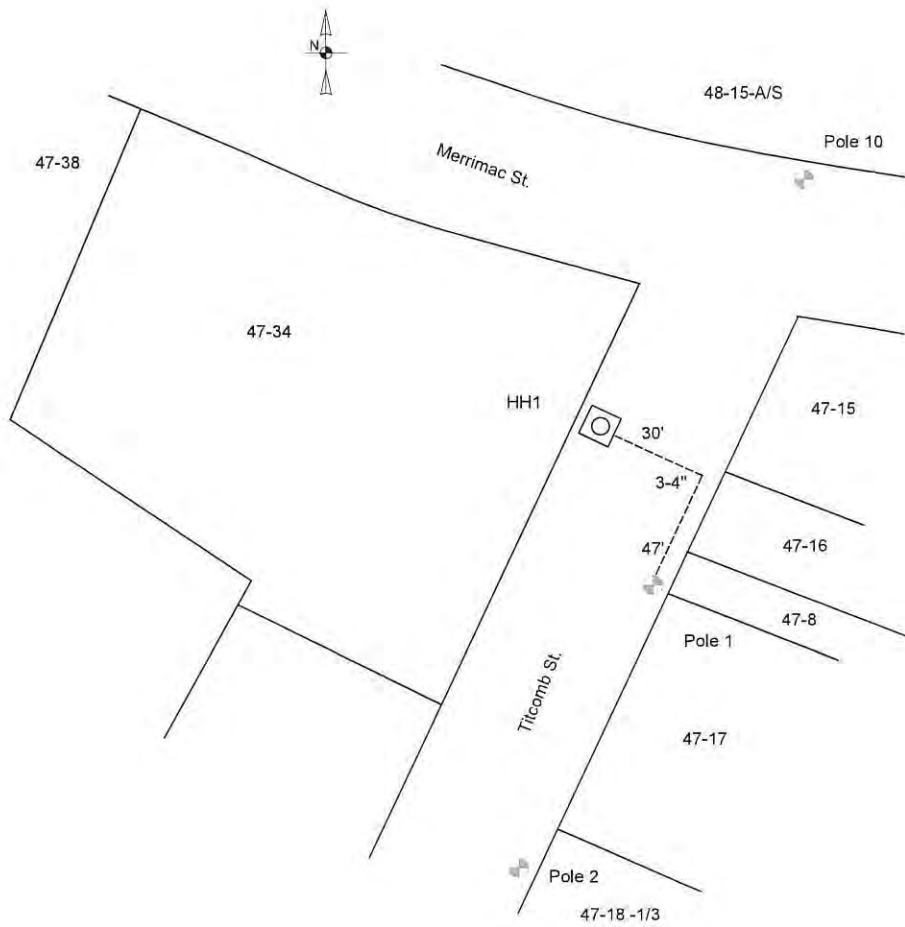
Location approximately as shown on plan attached

NATIONAL GRID
BY 
Engineering Department

Dated: June 20, 2018



<p align="center">UNDERGROUND PETITION</p>	<p align="center">nationalgrid</p>
<p>  Existing Jointly owned pole  New Heavy Duty Handhole  3 - 4" concrete encased Conduit </p>	
<p> Job description Installation of 3 - 4" concrete conduits from pole 1 to new heavy duty handhole 1 </p>	<p>To The: City _____ Of Newburyport Ma.</p> <p>For Proposed: Conduit & handhole Location: Titcomb St.</p> <p>Drawn By: John Butler - 978 725-1415</p>
<p>DISTANCES ARE APPROXIMATE</p>	



11x17 Supplemental Sketch

nationalgrid

Work Request: WR 25155888 Issued: 08/16/2018

Enter Job Description
 Installation of 3 - 4" concrete conduits from pole 1 to new heavy duty handhole 1

LEGEND

- Existing Jointly owned pole
- New Heavy Duty Handhole
- 3 - 4" concrete encased Conduit

Newburyport

NOTE: Not to Scale

City

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 20th day of June 2018.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked –Titcomb St-Newburyport Massachusetts

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

26155888 Titcomb St-National Grid is installing 3-4" concrete conduits from pole 1 to new heavy duty handhole 1. This is a new Service for parking facility.

I hereby certify that the foregoing order was adopted at a meeting of the
.....
....., held on the day of, 20

....., 20

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
.....

..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
NATIONAL GRID for permission to construct the underground electric conduits described in the
order herewith recorded, and that I mailed at least seven days before said hearing a written notice
of the time and place of said hearing to each of the owners of real estate (as determined by the last
preceding assessment for taxation) along the ways or parts of ways upon which the Company is

permitted to construct the underground electric conduits under said order. And that thereupon said order was duly adopted.

.....

.....

.....



CITY OF NEWBURYPORT

OFFICE OF THE
ASSESSOR

JILL BRENNAN
CITY ASSESSOR

NEWBURYPORT CITY HALL

60 PLEASANT STREET

NEWBURYPORT, MA 01950

TEL: 978-465-4403

FAX: 978-462-8495

WWW.CITYOFNEWBURYPORT.COM

June 28, 2018

TO: Richard Jones, City Clerk

FROM: Board of Assessors

**RE: Titcomb Street – installing 3-4” concrete conduits
from pole 1 to new heavy duty handhole 1.**

**The attached are the abutters to the above described
location:**

Jill Brennan



CITY OF NEWBURYPORT
MASSACHUSETTS
CITY CLERK'S OFFICE
NEWBURYPORT CITY HALL
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
TEL: 978-465-4407 • FAX: 978-462-7936

RICHARD B. JONES
CITY CLERK

July 2, 2018

Dear Property Owner:

Notice is hereby given that a public hearing will be held on the petition of National Grid for the installation of 3-4" concrete conduits from pole 1 to new heavy duty handhole 1 on Titcomb Street.

Location approximately as shown on the plan attached.

Said hearing will be held on Monday, July 16, 2018 at 7:15pm in the City Council Chamber, City Hall, Newburyport, MA. At that time, all interested parties will have an opportunity to be heard.

Sincerely,

Tricia E. Barker
Assistant City Clerk

47/ 8/ / /
CITY OF NEWBURYPORT
CITY HALL & POLICE STATION
60 PLEASANT ST
NEWBURYPORT, MA 01950

47/ 18/ 1/ /
LONGO MARK
SARAH L TAPPAN T/E
11 TITCOMB ST
NEWBURYPORT, MA 01950

47/ 18/ 2/ /
80 PLEASANT STREET LLC
C/O PHILIP ABERIZK
80 PLEASANT ST
NEWBURYPORT, MA 01950

47/ 18/ 3/ /
GERWIG ELIZABETH A TRS
ELIZABETH A DORN QUALIFIED
78 PLEASANT ST
NEWBURYPORT, MA 01950

47/ 34/B / /
NEWBURYPORT MANAGER LLC TRS
C/O NEW ENGLAND DEVELOPMENT
75 PARK PLAZA
BOSTON, MA 02116

Questions contact John Butler -978-725-1415

2018 JUL -2 PM 1:45

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the City Council of Newburyport

NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Parker St- National grid to remove support pole at pole 1 Boston Way for future building construction and relocate an a line pole 21 on Parker St.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Parker St-Newburyport Massachusetts

25707477 June 26, 2018

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NATIONAL GRID
BY Dave Johnson
Engineering Department



VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way

TOWN

Questions contact – John Butler 978 725 1415

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council of Newburyport Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 26th day of June 2018.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Parker St-Newburyport Massachusetts.

25707477 Dated June 26, 2018. Filed with this order

There may be attached to said poles by NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Parker St- National grid to remove support pole at pole 1 Boston Way for future building construction and relocate an a line pole 21 on Parker St.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
Of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 .

Massachusetts City/Town Clerk.
20 .

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
At _____ a public hearing was held on the petition of
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

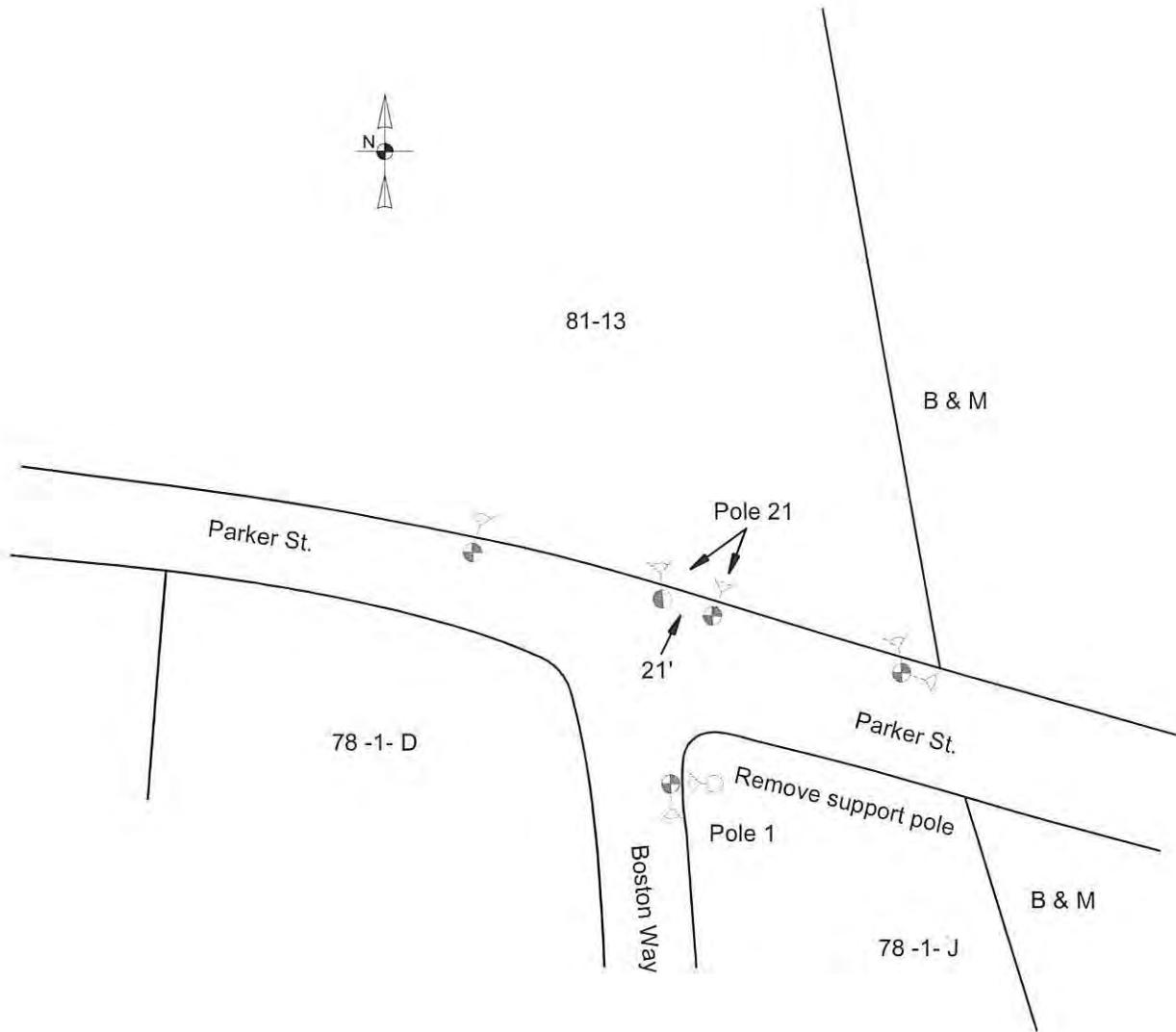
.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE





I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the _____ of the City of Massachusetts, on the _____ day of 20____ and recorded with the records of location orders of the said City, Book _____, and Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:
City/Town Clerk



JOINT OWNED POLE PETITION

nationalgrid
 And
Verizon New England, Inc.

-  Proposed J.O. Pole Locations
 -  Existing J.O. Pole Locations
 -  Existing J.O. Anchor
 -  Existing J.O. Support Pole
- Scope**
- Remove support pole at pole 1 Boston Way for future building construction and relocate and aline pole 21 Parker St.**

Date: June 25, 2018

Work Request Number: WR 25707477

To Accompany Petition Dated: June 25, 2018

To The: City _____ Of Newburyport , Ma.

For Proposed: Pole:21 Location: 40 Parker St.

DISTANCES ARE APPROXIMATE



CITY OF NEWBURYPORT
MASSACHUSETTS
CITY CLERK'S OFFICE
NEWBURYPORT CITY HALL
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
TEL: 978-465-4407 • FAX: 978-462-7936

RICHARD B. JONES
CITY CLERK

July 5, 2018

Dear Property Owner:

Notice is hereby given that a public hearing will be held on the petition of National Grid and Verizon New England Inc., to remove support pole at pole 1 Boston Way for future building construction and relocate and a line pole 21 -40 Parker St. Location approximately as shown on the plan attached.

Said hearing will be held on Monday, July 16, 2018 at 7:15 pm, in the City Council Chamber, City Hall, Newburyport, MA. At that time, all interested parties will have an opportunity to be heard.

Sincerely,

Tricia E. Barker
Assistant City Clerk



CITY OF NEWBURYPORT

OFFICE OF THE
ASSESSOR

JILL BRENNAN
CITY ASSESSOR

NEWBURYPORT CITY HALL

60 PLEASANT STREET

NEWBURYPORT, MA 01950

TEL: 978-465-4403

FAX: 978-462-8495

WWW.CITYOFNEWBURYPORT.COM

July 5, 2018

TO: Richard Jones, City Clerk

FROM: Board of Assessors

RE: Boston Way & Parker Street – Remove support pole at pole 1 on Boston Way for future building construction and relocate an a line pole 21 on Parker Street.

The attached are the abutters to the above described location:

Jill Brennan

78/ 1/D / /
CASTAGNA RALPH TRS
TWO BOSTON WAY REALTY TRUST
69 PARKER ST
NEWBURYPORT, MA 01950

78/ 1/J / /
M B T A
TEN PARK PLAZA
BOSTON, MA 02116

81/ 13/ / /
RICHEY PROPERTIES LLC
40 PARKER ST
NEWBURYPORT, MA 01950

CONSENT AGENDA

Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. Motion to approve as amended in committee by Councillor Tontar, seconded by Councillor Zeid. Roll call vote, 10 yes, 1 absent (Khan). Motion passed.

- **TRAN012_05_29_18** Wtr Ret Earn \$1,065,000.00, Swr Ret Earn \$557,975.00 to Multiple Accts \$1,622,975.00
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. Motion to approve \$375K for Sewer, \$100K for Water, and rates as indicated in the table attached hereto by Councillor Tontar, seconded by Councillor Eigerman. Roll call vote, 7 yes, 3 no (OBrien, Zeid, Devlin), 1 absent (Khan). Motion passed.
- **TRAN015_06_11_18** Solid Waste Fee \$35K to Resiliency Plan Technical Assistance \$15K, Household Hazardous Waste \$20K
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. Motion to approve \$20K transfer to Household Hazardous Waste, leaving \$15K transfer to Resiliency Plan Technical Assistance in committee, by Councillor Tontar, seconded by Councillor Zeid. So voted.
- **TRAN016_06_11_18** SEW Biosolids Disp \$90K to SEW Plant Chem \$90K
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. (Comm vote 3-0). Motion to approve by Councillor Tontar, seconded by Councillor Zeid. So voted.
- **TRAN017_06_11_18** DPW Gas \$15K to DPS Highway - Fuel & Oil \$15K
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. (Comm vote 3-0). Motion to approve by Councillor Tontar, seconded by Councillor Zeid. So voted.
- **TRAN018_06_11_18** Health Insurance \$85K to Fire Overtime \$85K
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. (Comm vote 3-0). Motion to approve by Councillor Tontar, seconded by Councillor Zeid. So voted.
- **TRAN019_06_11_18** POL Maint - Vehicles \$6K, POL Fuel/Oil Vehicles \$18.5K, POL Ammunition \$4,081 to POL Vehicle Purchase/Lease \$28,581
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. (Comm vote 3-0). Motion to approve by Councillor Tontar, seconded by Councillor Zeid. So voted.
- **TRAN020_06_11_18** Free Cash \$20,563 to Fire HVAC Replace \$20,563
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. Motion to approve by Councillor Tontar, seconded by Councillor Zeid. So voted.
- **ORDR041_06_11_18** Band Uniforms Gift Acceptance \$9,000
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. Motion to approve by Councillor Tontar, seconded by Councillor Zeid. So voted.

Education

In Committee:

-

General Government

In Committee:

- **ODNC007_02_12_18** Amendment to Division 7 – City Solicitor
- **ORDR016_03_26_18** Naming of the Five (5) Nature Trails Contained in the Little River Trail System
- **COMM048_06_11_18** Ltr re: Marijuana Retailers Ballot Question

License & Permits

In Committee:

- **COMM029_04_30_18** Outdoor Seating - West Row Café
- **ODNC023_05_29_18** LATE FILE Amendment to Waterways Fee

Neighborhoods and City Services

Councillor OBrien reported there will be another meeting regarding the amendment to Parks & Recreation (ORDR020_05_14_18) currently in committee.

In Committee:

- **ORDR048_06_13_16** Sidewalk Order
- **COMM111_10_10_17** Petition for Road Repairs and Repaving – Squires Glen
- **ODNC020_05_14_18** Amendment to Chapter 11, Parks & Recreation

Planning & Development

Councillor Eigerman reported on the joint meeting with the Waterfront Trust, Newburyport Redevelopment Authority, and Planning Board.

In Committee:

- **ODNC017_10_30_17** Zoning Amendment – No Use Variances (**COTW**)
- **ODNC003_01_29_18** Zoning - Amendment to Table of Use Regulations
- **ODNC008_02_12_18** Disposition of G. W. Brown School
- **ORDR024_04_09_18** Special Act to Dissolve Newburyport Redevelopment Authority (**COTW**)
- **COMM036_04_30_18** Memo re: Proposed Marijuana Zoning Amendments
- **ODNC014_04_30_18** Amendment to Demolition Delay
- **ODNC016_04_30_18** Marijuana Zoning - Retail Sales (**COTW**)
- **COMM042_05_14_18** Ltr re: Marijuana Moratorium
- **ORDR033_05_14_18** Adoption of Housing Production Plan
- **ORDR036_05_14_18** Marijuana Retailers Ballot Question
- **ORDR037_05_14_18** Lease of Coast Guard Auxiliary Building on Plum Island Point
- **ODNC024_06_11_18** Zoning Amendment - Marijuana Retail Sales Locations

Motion to remove from Planning & Development by Councillor Earls, seconded by Councillor Vogel. So voted. Motion to add Committee of the Whole by Councillor by Councillor Earls, seconded by Councillor Vogel. So voted. Motion to refer to Planning & Development by Councillor by Councillor Earls, seconded by Councillor Vogel. So voted.

Public Safety

In Committee:

- **COMM020_03_12_18** Newburyport Half Marathon - 10/21/2018
- **ODNC009_02_12_18** Floating Homes, Houseboats, and Related Marinas
- **ODNC012_03_26_18** Amendment to Chapter 13, Section 13-26
Motion to remove from Public Safety by Councillor Devlin, seconded by Councillor Zeid. So voted. Motion to approve as amended (add “Nothing contained herein shall prevent the Parking Clerk from collecting and retaining information of a general nature, without Personally Identifiable Information, to be used for parking reports and studies”) by Councillor Devlin, seconded by Councillor Giunta. Roll call vote, 10 yes, 1 absent (Khan). Motion passed.
- **ORDR031_04_30_18** No Parking Titcomb from Pleasant to Merrimac
- **ORDR032_04_30_18** No Parking Merrimac St from Titcomb St Running Westerly
- **COMM047_05_29_18** Jeanne Geiger 27th Annual Walk Against Violence - 10/7/18
- **COMM049_06_11_18** Block Party - Congress Street - 8/4/2018
Motion to remove from Public Safety by Councillor Devlin, seconded by Councillor Giunta. So voted. Motion to approve by Councillor Devlin, seconded by Councillor Tontar. So voted.
- **COMM050_06_11_18** Fill-The-Boot Drive for MDA - 8/2-8/4

Motion to remove from Public Safety by Councillor Devlin, seconded by Councillor Zeid. So voted.
Motion to approve by Councillor Devlin, seconded by Councillor Zeid. So voted.

- **COMM051_06_11_18** High Street Mile - 8/5/2018
Motion to remove from Public Safety by Councillor Devlin, seconded by Councillor Giunta. So voted.
Motion to approve by Councillor Devlin, seconded by Councillor Tontar. So voted.
- **COMM052_06_11_18** Coast to the Cure Bike Ride - 9/8/2018
Motion to remove from Public Safety by Councillor Devlin, seconded by Councillor Giunta. So voted.
Motion to approve by Councillor Devlin, seconded by Councillor Giunta. So voted.
- **ORDR042_06_11_18** Parking Lot Hours - Hales Court Lot
Motion to remove from Public Safety by Councillor Devlin, seconded by Councillor Zeid. So voted.
Motion to approve by Councillor Devlin, seconded by Councillor Giunta. So voted (1 no – Giunta, 1 absent - Khan).
- **ORDR043_06_11_18** Paid Parking Permits

Public Utilities

In Committee:

- **COMM122_11_27_17** Mobilitie Application/Small Cell Utility Petition (re-file)
- **ODNC022_05_29_18** Addition to Chapter 5, Article 6 - Small Cell Sites
- **APPT044_05_29_18** Roger E. Jones 37 Storeybrooke Dr Water/Sewer Comm 5/1/2023

Rules Committee

In Committee:

16. GOOD OF THE ORDER

Councillor Giunta reported the forum regarding retail sales of marijuana was held last week.

17. ADJOURNMENT

Motion to adjourn by Councillor Zeid, seconded by Councillor Tontar. So voted. 9:00pm.

TRANSFERS



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

Department: Parking

Submitted by: Richard B. Jones, Parking Clerk

Date Submitted: 7/16/2018

Transfer From:

Account Name	<u>Paid Parking Fund</u>	YTD Bal:	<u>\$ 1,101,388.95</u>
Account Number:	<u>2739-59600</u>	Category:	<u>\$ -</u>
Amount:	<u>\$30,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Available:	<u>This fund is a receipts reserved for appropriation account. Funding sources include parking fees, violations and parking permits.</u>		

Transfer From:

Account Name	<u>Vehicle/Equip Purchase</u>	YTD Bal:	<u>\$ -</u>
Account Number:	<u>New Account</u>	Category:	<u>\$ -</u>
Amount:	<u>\$30,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Available:	<u>To purchase a 2018 Chevy Volt parking enforcement vehicle, which will be outfitted with mobile license plate recognition (LPR) equipment.</u>		

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

Donna D. Holaday
Ethan R. Manning

Date:

Date:

7/10/18
7/10/18



CITY OF NEWBURYPORT

MASSACHUSETTS

CITY CLERK'S OFFICE

NEWBURYPORT CITY HALL

60 PLEASANT STREET • P.O. BOX 550

NEWBURYPORT, MA 01950

TEL: 978-465-4407 • FAX: 978-462-7936

RICHARD B. JONES

CITY CLERK

July 12, 2018


President and Members of the City Council
Newburyport City Council
60 Pleasant Street
Newburyport, MA 01950

RE: Transfer 023

Dear President and Members of the City Council,

The transfer of monies is needed to purchase a Chevy Volt EV vehicle which will be used to enforce under the new parking system changes. As you know, we have changed the kiosks from 'pay and display' to 'license-plate-based' and we will enforce through handhelds and license plate readers. The equipment that will be used to enforce needs to be on a 'hybrid' or 'EV' vehicle similar to the Chevy Volt.

Thank you,


Richard

Richard B. Jones
City Clerk
City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

978.465.4407

COMMUNICATIONS

Jeanne Geiger
CRISIS CENTER



2018 MAY 22 AM 9:01
CITY CLERK'S OFFICE
NEWBURYPORT, MA

May 21, 2018

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

Dear Mr. Connell and City Council Members,

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

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

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

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

Thank you for your consideration.

Sincerely,

Suzanne C. Dubus
Chief Executive Officer

Cc: Richard B. Jones, City Clerk

enclosure

Requesting Change of Date to the Annual Walk Against Domestic Violence
FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____ ROAD RACE _____ WALKATHON X

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:
Jeanne Geiger Crisis Center

2. Name, Address & Daytime Phone Number of Organizer: Ashley Selfridge
2 Harris Street Newburyport, MA 01950
978-465-0999

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up Ashley Selfridge
11

4. **Date of Event:** 10/14/18 Expected Number of Participants: 400

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

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

7. Locations of Water Stops (if any): March's Hill

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

9. Formation Location & Time for Participants: Waterfront Park 8:00 AM

10. Dismissal Location & Time for Participants: Waterfront Park 11:00 AM

11. Additional Parade Information:
- Number of Floats: n/a
 - Locations of Viewing Stations: n/a
 - Are Weapons Being Carried: Yes NO No n/a
 - Are Marshalls Being Assigned to Keep Parade Moving: Yes NO No n/a

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

+ CITY MARSHAL [Signature] 4 Green St. + FIRE CHIEF [Signature] 0 Greenleaf St.
 + DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.





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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 JUL 10 PM 2:16

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

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: July 10, 2018
Subject: Tree Commission

For your information and review the attached is the Tree Commission's Annual Report for FY'2018. Please feel free to contact my office with any questions or comments.

Thank you.

City of Newburyport
Tree Commission
Annual Report FY 2018
July 1, 2017-June 30, 2018

Mission

The mission of the Newburyport Tree Commission as stated in the Newburyport Code of Ordinances: Chapter 12: Streets, Sidewalks and Other Public Places, Article VI: Protection of Public Trees, Section 12-172 is to select, plant, protect, maintain, plan for and increase the health, beauty, quantity, diversity, and vitality of Newburyport's trees.

Organization

The Tree Commission is a volunteer group whose members are appointed by the Mayor with the approval of the City Council. The Commission consists of seven (7) voting members, plus two (2) alternates, not including the Tree Warden or his designees who serve as ex-officio members of the Commission.

Responsibilities

Advise the Tree Warden and other City officials with respect to the adoption and amendment of plans, programs and regulations pertaining to the protection of Public Trees in the City, including the City Tree Plan and Tree Regulations.

Monitor the health and protection of Public Trees, create and update inventories of such trees.

Identify issues relative to the health and protection of Public Trees and recommend solutions to problems identified.

Advise the Tree Warden and other City officials with respect to the planting and replacement of Public Trees and on tree-related issues.

Seek grants and conduct fundraising to assist the Commission's mission, such funds to be deposited into the Tree Fund.

Promote knowledge and awareness of the benefits of trees and their impact on the quality of life in Newburyport.

Actively design, select, plant and maintain the tree ecology of Newburyport in coordination with the Tree Warden and the City Tree Plan.

FY 2018 ACTIVITIES

In furtherance of its mission the Commission, through its monthly meetings and projects, planned and implemented various activities during the year, either alone or in collaboration with the Tree Warden. These projects/activities included:

TREE PURCHASE, PLANTING AND CARE

- Purchased and planted 41 trees in the Fall of 2017 and 105 trees in the Spring of 2018. 36 of these trees were planted on High Street, in addition to the 14 which were planted in the triangle of land in front of Famous Pizza on Storey Avenue. The remainder of the trees were planted in selected locations as part of the plan to replace the 111 trees in hazardous condition which were removed. The locations and species were selected by the Tree Commission, the Tree Warden, volunteer landscape architect and individual residents.
- Continued the implementation of a plan to raise supplementary funds for the purchase and care of trees in collaboration with other public, private, and nonprofit groups.
- Pruned, weeded, and mulched about 150 recently planted trees throughout the Community with Tree Commission members and other volunteers.
- Provided seasonal watering and care for over 114 street trees during July-September 2017. In May 2018, 245 trees were watered and will be watered through the growing season.
- Planted 57 trees Spring and Fall of 2017. This is part of an on-going High Street Restoration Project. We expect to plant 150+ trees as part of this project.
- Utilize a \$14,950 “Free Cash” transfer from the Office of the Mayor in December as all of the previously allocated funds had been expended or encumbered in May/June planting.

TREE WARDEN ASSISTANCE

- Provided on-going support and advice to the Tree Warden regarding hazardous trees, proposed tree action, species and location of trees and answer questions relating to specific issues.
- Advised and assisted the Tree Warden in developing a resource/archive in the Tree Warden’s Office.
- Continued to inventory street trees with Tree Commissioners and other volunteers who spent 459 hours inventorying 2016 trees as of April 30, 2018.

- With a DCR grant of \$13,000 hired two interns to take inventory. These interns will be assisted by 13 different volunteers during the summer months.
- In collaboration with the Tree Warden, maintained a Tree Plan including: Tree Regulations, A Guide for the Protection of Public Trees and the related check list, the Tree Inventory Data Elements, and Recommended and Prohibited Street Trees for Newburyport.
- In collaboration with the Tree Warden, maintained and updated information on the Operational Guidelines, Code of Ordinance: Chapter 12: Streets, Sidewalks and other Public Places, Articles VI: Protection of Public Trees, the City Tree Plan.

COMMUNITY ACTIVITY

- Actively sought increased support for the Adopt-a-Tree Program and other related projects in public/private partnerships with the non-profit Friends of Newburyport Trees (FoNT).
- Applied for and received \$42,183 from the Bromfield Trust, the Merrill Trust, Friends of Newburyport Trees and individuals, and \$20,000 from DPS for purchase, planting and watering trees.
- Created and maintained the Tree Commission website which includes: Meeting Agendas and Minutes, the components of the Tree Plan (mentioned above), Adopt-A-Tree Program, Regulations for the Protection of Public Trees, and Tree Commission Annual Reports.
- The Tree Commission and Friends of Newburyport Trees (FoNT) held two second annual celebrations of Arbor Day in Atkinson Common on April 27 and 28, from 9 to 11 AM. Both were free and open to the public. There were activities for both young children and adults, including: crafts, bark rubbings, a pruning demonstration, guided tours of the park, tree give-a-ways, and a raffle.
- Worked with the River Valley Charter School, the Molin Upper Elementary School and the Immaculate Conception School on the Annual Arbor Day Poster Contest sponsored by the MA DCR (Department of Conservation and Recreation) for fifth graders across the state. The theme of the 2018 contest was “My Community, My Trees”. All three schools participated this year and each school sent its winning poster to MA DCR. All the students' posters were displayed at the Senior Community Center during April.
- Created a blog post with photos of the students’ posters for the Arbor Day Poster Contest. There were over 800 views by the end of March. The post was called “Newburyport Students Participate in Arbor Day Poster Contest”.
- Initiated a series of informational presentations by guest speakers entitled Shady News Talks to educate the Tree Commission and interested citizens about matters relating to

Newburyport trees. Speakers from the MADAR, the Newburyport Parks Department and the Conservation Commission appeared before the Tree Commission.

Summary

The Tree Commissioners are committed to continuing their volunteer efforts to meet their assigned mission and responsibilities and to build upon their accomplishments to date. The Commissioners would welcome any opportunity to meet with appropriate officials to discuss the work of the Commission.

Respectfully Submitted,

Newburyport Tree Commission

Crispin Miller, Chair

Constance Preston, Vice Chair/Treasurer

Sheila Taintor, Secretary

Paul Bevilacqua

Jane Niebling

David Dylewski

Kim Kudym

Kate Harried, Alternate

Paul Harrington, Alternate

Wayne Amaral, ex officio Tree Warden



Whittier Regional Vocational Technical High School

CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 JUN 20 PM 12:05

115 Amesbury Line Road
Haverhill, MA 01830-1898
978-373-4101
Fax: 978-372-5331
kkosmes@whittier.tec.ma.us

Maureen Lynch
Superintendent

Kara M. Kosmes
Business Manager

Amy Pocsik
Treasurer

6/15/2018

Ms. Julie Languirand, Treasurer
City of Newburyport, City Hall
60 Pleasant Street
Newburyport, MA 01950

Dear Ms. Languirand,

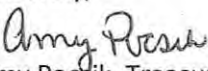
On 4/11/2018 the Whittier Regional Vocational Technical High School Committee voted to adopt a final **2018-2019 Gross Budget** in the amount of \$25,077,140.00, which consists of \$20,187,559.00 for the Required Net School Spending as defined under the Ed Reform formula; \$1,368.992.00 for Other Assessments, Assessment Transportation & Community Education; \$645,000.00 for Capital Assessments; \$2,875,589.00 for Other Educational Assessment. The estimated receipts for the school year are \$10,209,323.00, resulting in a **Total Approved Assessment for 2018-2019 at \$14,867,817.00.**

This is to certify that the **2018-2019** net assessment for the **City of Newburyport** is **\$622,252.00.**

NEWBURYPORT		TOTAL DUE
25%	Due August 15, 2018	\$155,563.00
25%	Due November 1, 2018	\$155,563.00
35%	Due February 1, 2019	\$217,788.00
15%	Due April 1, 2019	<u>\$93,338.00</u>
TOTAL:		\$622,252.00

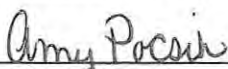
Several of our communities are transmitting assessment payments electronically. If your community would like to do so as well, please contact me at 978-373-4101 x293 to set up this process. If you have any questions, please do not hesitate to call our Business Manager, Ms. Kosmes at 978-373-4101 x269.

Sincerely,


Amy Pocsik, Treasurer

Cc: Mayor, President City Council, City Clerk, Chmn. Board of Assessors, Chmn. Finance Committee, Chief Financial Officer, Superintendent of Schools, Whittier Representatives

Certification: I hereby certify that the information contained above is true to the best of my knowledge and belief.



Amy Pocsik, Treasurer

City Council of Newburyport
Newburyport, MA
June 29, 2018

CITY CLERK'S OFFICE
NEWBURYPORT, MA
2018 JUL -9 AM 9:44

Robert C. Solazzo
7 Ferry Road
Newburyport, MA

I am writing to Councilor Thomas O'Brien and the City Council of Newburyport about our concerns for the safety of the children, pedestrians and motorists who walk and travel on Ferry Road in Newburyport, MA on a daily basis.

The neighbors in the area of Harnch's Way to Chaisson Street have all agreed. We are inconvenience with annoying traffic, and excessive parked cars on the street from mid morning to after ten o'clock P.M. We would like to ask for Resident Parking Only signs to be posted in our neighborhood from Harnch's Way to Chassion Street on both sides of Ferry road.

The employees of Famous Pizza are using the street for parking their cars so that they can give their customer more room for parking. The problem being that the business is in a residential area. This makes it difficult to see on coming traffic when backing out of driveways and entering into on coming traffic.

Some of the neighbors have lived here for over 50 years and there has never been so many parked cars out in the front of our houses as there is now.

We hope you will consider making this change. It would mean a lot to us and the safety for all concerned.

Sincerely,

The Residents Of The Effect Area

Swich
Board

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 JUN 21 AM 9:02

President Barry O'Connell
And Members of the City Council
Newburyport City Hall
60 Pleasant Street
Newburyport, MA 01950

Dear Mr. Connell:

The amendment to Chapter 12 – Streets, Sidewalks and Other Public Places, Sec. 1.5 prohibits A-frame signs beyond the 4 square feet of the sidewalk at the direct entrance of a business, has dictated me to write to you today for your support.

My name is Don Oakes and I own a business located at 6 STATE ST, the name of which is SEA BAGS. Because my business is not visible from STATE Street it poses a challenge for potential customers to shop at my location. I am respectfully requesting your approval to place my A-frame on STATE Street, near the corner of MERRIMACK. This location will provide maximum visibility and minimal invasion of the sidewalk. Also, by allowing me this variance my customers will have no difficulty locating my establishment.

I have attached my Application for Movable Signage on Public Property along with my check in the amount of \$100.00 made payable to the City of Newburyport. I appreciate your attention to this matter and look forward to hearing from you. If you have any further questions, please feel free to contact me at 207-756-3918 or email DON@SEABAGS.COM

Thank you for your consideration.

Very truly yours,

APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY

Application Fee \$100.00

Date: 5/29/18

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 SEA BAGS (PAUL GORE)

Street Address of Applicant 25 CUSTOM HOUSE WHARF

City, State, Zip of Applicant Portland, ME 04101

Telephone Number of Applicant 207 780-0744 ext 231

Name of Business SEA BAGS

Address of Business 6 STATE STREET, Newburyport

Telephone Number of Business 207 239-2999

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

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 _____

Table 12-1.5

The following table is intended to serve as a quick-reference guide to the application of section 12-1.5, and does not substitute for the provisions of that section.

Proposed Object in Public Way	City Council Approval?	Permit from City Clerk?	Permit Fee	Max. Permit Duration	Max. Quantity of Object	Max. Dimensions	Permitted Locations
A-Frame Signs*	Not required	Required	\$100.00	2 Years	1 per public entrance to commercial buildings	2' W x 2' D x 4' H, and less than 4 sq. ft. total.	Sidewalk directly adjacent to related building
Merchandise Displays* (tables, clothing racks, or actual merchandise only)	Not required	Not required	N/A	N/A	1 per primary public entrance to commercial buildings	8' W x 4' D x 5' H. May be placed in segments, but aggregate width permitted for each primary public entrance cannot 8'	Sidewalk directly adjacent to related primary public entrance, parallel to exterior wall, starting within four feet (4' of primary public entrance
Beautification Items (e.g. planters)	Not required	Not required	N/A	N/A	N/A	N/A	Sidewalk directly adjacent to a lawfully occupied commercial building

* Exceptions may be granted by City Council on location, size, or moveability by written request of applicant.

All A-frame signs, merchandise displays, and beautification items placed on a public sidewalk shall preserve a travel lane along such sidewalk that is at least five (5) feet in width, and shall allow for free and unobstructed passage of pedestrians.

be removed, without prior notice or compensation to its owner, by the city officer charged with enforcement under paragraph (j) of this section.

- (l) Each violation of paragraphs (a) through (i) of this section shall be punishable by a fine of one hundred dollars (\$100.00). Each such violation shall be deemed to constitute a separate offense on each day during which it exists after the giving of notice to the violator.
- (m) Prosecution of violations of paragraphs (a) through (i) of this section shall be by non-criminal disposition as provided in M.G.L. c. 40, § 21D, as it may be amended from time to time, the provisions of which are incorporated herein by reference.

- (d) Notwithstanding section 12-4, a merchandise display may include tables and/or clothing racks, however, no merchandise display shall include any tent, stall, booth, or other structure unless such structure is itself merchandise displayed in accordance with this section, or a permit is granted subject to section 12-4.
- (e) Before placing any A-frame sign or merchandise display on a public sidewalk, the owner thereof shall file with the city clerk a release and agreement to hold the City of Newburyport harmless from any and all liability, together with evidence of liability insurance covering the A-frame sign and/or merchandise display, with a minimum limit of one million dollars (\$1,000,000), and naming the City of Newburyport as a co-insured entity. The applicant shall maintain such insurance in full force and effect at all times that the A-frame sign and/or merchandise display is in place.
- (f) To place an A-frame sign in a public way, the applicant shall first obtain a license, by submitting a written application to the city clerk as directed by that official, and a biannual licensing fee of one-hundred dollars (\$100.00) per A-frame sign.
- (g) Provided that the proposed A-frame sign complies with all provisions of this section, the city clerk shall approve each such license applied for a term not to exceed two (2) years from the date of approval. Each licensed A-frame sign shall display upon it the unique license number issued for it by the city clerk, and the date of expiration of the license.
- (h) Flower boxes, planters, or similar items to beautify (beautification items) may be placed on the public sidewalk directly adjacent to a lawfully occupied commercial building without the prior, written permission of the city council, provided, however, that that city council may order their removal at any time.
- (i) All A-frame signs, merchandise displays, and beautification items placed on a public sidewalk shall preserve a travel lane along such sidewalk that is at least five (5) feet in width, and shall allow for free and unobstructed passage of pedestrians.
- (j) Enforcement of paragraphs (a) through (i) of this section shall be the responsibility of a city employee designated in writing by the Mayor within the Downtown Overlay District, established under section XXVIII of the zoning ordinance, and of the department of public services for all other locations
- (k) Any sign, merchandise display, or beautification item existing unlawfully within a public way shall constitute a trespass upon public property, and may

ORDERED:

AN ORDINANCE TO AMEND CHAPTER 12 -- STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

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

Chapter 12 Streets, Sidewalks and Other Public Places
Article 1 In General

Amend existing Section 12-1.5 regarding signage, merchandising and beautification on public property, as follows:

Sec. 12-1.5 - Signage, merchandising and beautification on public ways.

- (a) One (1) A-frame sign is allowed on public ways for each public entrance to a lawfully occupied commercial building, and, in addition, one (1) display of merchandise is allowed on public ways solely for the primary public entrance to a lawfully occupied commercial building, and, in all cases, subject to the standards and criteria herein.
- (b) All A-frame signs shall be placed on the sidewalk directly adjacent to its related building. No A-frame sign shall exceed two (2) feet in width or depth, or four (4) feet in height, nor shall it cover more than four (4) square feet of the sidewalk, measured from any height of such sign. No movable sign shall be attached, affixed, and otherwise secured to the ground, nor to any structure or fixture. The applicant for an A-frame sign under paragraph (f) of this section may petition the city council for relief from size, movability, and location requirements.
- (c) All merchandise displays shall be placed on the sidewalk directly adjacent to its related building, parallel to and within one (1) foot of an exterior wall of such building, and with one end located no more than four (4) feet from its related primary public entrance. A merchandise display may be placed as multiple objects, or otherwise in segments or pieces, but in no event shall the total width permitted for each primary public entrance exceed eight (8) linear feet in the aggregate. No merchandise display shall extend from the exterior wall of its related building more than four (4) feet into the public way (sidewalk), or shall any merchandise display exceed five (5) feet in height above the grade of such sidewalk. No merchandise display shall be attached, affixed, and otherwise secured to the ground, nor to any structure or fixture. No merchandise display shall be located within fifteen (15) feet of the intersection of the sidewalk of two streets. The owner of a proposed merchandise display may petition the city council for relief from any of these size, movability, and location requirements.

Beautification Items

Flower boxes, planters or similar items may be placed on the sidewalk directly adjacent to a lawfully occupied commercial building without the prior written permission of the City Council, provided however that the City Council may order their removal at any time.

All of the above placed on a public sidewalk shall preserve a travel lane along such sidewalk at least five (5) feet in width and shall allow for free and unobstructed passage of pedestrians.

Enforcement and Fines

Enforcement of this ordinance shall be the responsibility of a City employee designated, in writing, by the Mayor within the Downtown Overlay District.

Any sign, merchandise display or beautification item placed unlawfully within a public way may be removed, without prior notice or compensation to its owner, by the designated City employee charged with enforcement.

Each violation of the above shall be punishable by a fine of One Hundred (\$100.00) Dollars. Each such violation shall be deemed a separate offense on each day during which it exists after giving notice to the violator.

Please contact Lois Honegger - Mayor's office at 978-465-4413 x1203 with any questions or for further information.



Donna D. Holaday
Office of the Mayor
Newburyport City Hall
60 Pleasant St. PO Box 550
Newburyport, MA 01950
978-465-4413

NOTICE TO BUSINESS OWNERS REGARDING CHANGES TO SIGN ORDINANCE

The City Council recently passed an Amendment of Article 1, Section 12-1.5 of Chapter 12 regarding signage, merchandising, and beautification on public ways. This will affect the size, location and contents of displays placed on the public way near businesses. An outline of the amendment is summarized below:

One (1) A-frame sign and one (1) display of merchandise are allowed for each public entrance to a lawfully occupied commercial building, subject to the following standards and criteria:

A-Frame Signs

1. Placed directly adjacent to its related building.
2. Not to exceed two (2) feet in width or depth, or four (4) feet in height.
3. Not to cover more than four (4) square feet of sidewalk measured from any height of sign.
4. Not to be affixed to, attached, or otherwise secured to ground, structure or fixture.
5. Must preserve a travel lane on the sidewalk of at least five (5) feet in length.
6. Written application filed with City Clerk with biannual licensing fee of \$100.00 per sign. License to be displayed on sign and renewed every two years.
7. Insurance requirement: before placing any A-frame or merchandise display on site, the owner must file an insurance release and agreement with the City Clerk which holds the City Of Newburyport harmless for any and all liability as well as evidence of liability insurance covering the sign and/or merchandise display with a minimum limit of \$1,000,000, and naming the City of Newburyport as co-insured entity.
8. Any applicant requesting an A-frame sign may petition the City Council for relief from size, movability and location requirements.

Merchandise Displays

1. Placed on sidewalk directly adjacent to related building, parallel to and within one (1) foot of an exterior wall of the building.
2. One end of merchandise display must be located no more than four (4) feet from its related primary public entrance.
3. Merchandise display may be multiple objects, segments, or pieces, but the sum total cannot exceed eight (8) linear feet in total.
4. No display can extend more than four (4) feet from exterior wall of building into the public way.
5. No display shall exceed five feet in height.
6. Not to be affixed to, attached, or otherwise secured to ground, structure or fixture.
7. No displays located within fifteen (15) feet of the sidewalk intersection of two streets.
8. Merchandise display may include tables and/or clothing racks, however, no display shall include any tents, stalls, booths or other structure unless the structure is itself saleable merchandise displayed in accordance with this section or a permit is granted subject to §12-4.



SEABA-1

OP ID: KF

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/27/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Bilodeau Insurance Agency, Inc 92 Pleasant Street Brunswick, ME 04011 Kelley Favreau	207-725-2797	CONTACT NAME: Kelley Favreau PHONE (A/C, No, Ext): 207-725-2797 F-MAIL ADDRESS: Kfavreau@bilodeauinsurance.com	FAX (A/C, No): 207-725-6001
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Sea Bags, LLC 25 Custom House Wharf Portland, ME 04101-4708	INSURER A: Ohio Security Insurance Co		24082
	INSURER B: Ohio Casualty Company		24074
	INSURER C: MEMIC Indemnity Company		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

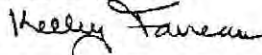
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		BKS58472122	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS58472122	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			USO58472122	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<input checked="" type="checkbox"/> 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	5101801003	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

City of Newburyport is listed as an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

CITYNEW City of Newburyport 60 Pleasant Street Newburyport, MA 01950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**APPOINTMENTS
FIRST READING**



CITY OF NEWBURYPORT

OFFICE OF THE MAYOR

DONNA D. HOLADAY, MAYOR

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 JUL -3 PM 2:06

60 PLEASANT STREET - P.O. BOX 550

NEWBURYPORT, MA 01950

978-465-4413 PHONE

978-465-4402 FAX

To: President and Members of the City Council

From: Donna D. Holaday, Mayor

Date: July 3, 2018

Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as Assistant Harbor Master/Shellfish Constable and Special Police Officer for the purposes of local, State and Federal laws and regulations with respect to waterways, marine activities and boating. This term will expire on August 1, 2021.

Willem E. van de Stadt
55 Highland Street
Salem, MA 01970

Willem E. van de Stadt

55 Highland Street

Salem, MA 01970

978-395-7123 • dutch002@aol.com

Profile

- Accomplished professional with a valuable blend of experience in multiple areas including:
 - Harbormaster duties for several north shore cities.
 - Inspection project management in field-oriented environments requiring attention to detail, documentation, reporting, and overseeing transfer processes
 - Technical service management background applying mechanical and technical skills including critical testing and analysis
 - Condition and valuation surveys; adhering to multiple standards and criteria.

Experience

- City of Salisbury (2010-present) Salisbury, MA
Assistant Harbormaster - responsible for enforcing maritime law and local city ordinances.
- King Kaliper (2010-present) Peabody, MA
Machinist
- Inspectorate America Corporation (2006-2010) Chelsea, MA
Field Inspector
Responsible for field-based work, managing inspection projects which encompass sampling of vessels, inspecting vessels, checking against any in-transit losses, preparing custody transfer documentation, and overseeing the transfer of cargo from the ship to the terminal.
- W.E. van de Stadt Marine Surveying (1999-present) Salem, MA
Marine Surveyor
Provide a full range of surveying services to a wide variety of vessels, sizes and propulsion systems. Assure insurance companies and financial institutions that vessels meet USCG, NFPA, and ABYC safety standards. Perform additional testing and analysis of both gasoline and diesel engines. Draft comprehensive reports.
- Marblehead Trading Company (2004-2006) Marblehead, MA
Yard Professional / Rigger
Responsible for rigging and a various of other services for this well-established two-location boatyard.
- City of Salem (2004-2007) Salem, MA
Assistant Harbormaster - responsible for enforcing maritime law and local city ordinances; attended Reserve Police Academy as well as firearms training at the Salem Police Department.
- City of Gloucester (1998-2003) Gloucester, MA
Assistant Harbormaster - responsible for enforcing maritime law.
- Boston Harbor Cruises (2001-2002) Boston, MA
Commuter Boat Captain
Responsible for vessel operations, systems and maintenance, crew training and safety.
- Cruising Design, Inc. (1999-2000) Concord, MA
Production Manager
Responsible for ensuring that the company's furling system products were properly built.
- Amana Refrigeration (1993-1998) Wilmington, MA
A subdivision of Raytheon
Technical Services Manager, Heating & Cooling Department / General Technician
- Wheeler's Point Boat Yard (1991-1993) Gloucester, MA
Yard Professional - ran hydraulic equipment, hauled and launched boats.

Certification

Refrigerant Recovery Certification Program, Type I Technician, 1994

Education

Lynn School for Electricians: Certificate, Massachusetts Electrical Code for Apprentices, 1990

Associated Technical Institute: Training program in Refrigeration/Air Conditioning, 1989

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

ORDERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 25, 2018

THAT the City Council of the City of Newburyport approves the following Licensed Contractor application for the 2018 construction year for Water, Sewer, Drain Layer, Roadway, Sidewalk, Electric, and Communications work:

BPB Construction, Inc.
50 Church Street
Kingston, NH 03848

Paperwork on file in the City Clerk's office.

Councillor Sharif I. Zeid
Public Utilities Chairperson

In City Council June 25, 2018:

Motion to table by Councillor Zeid, seconded by Councillor Giunta. So voted (1 no – Earls, 1 absent – Khan).



CITY OF NEWBURYPORT

DEPARTMENT
OF
PUBLIC SERVICES

MEMORANDUM

ANTHONY J. FURNARI
DIRECTOR

TO: Richard Jones, City Clerk
FROM: Wayne S. Amaral, DPS Deputy Director
DATE: June 12, 2018
RE: License Contractor Application and Recommendation for 2018 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

BPB Construction, Inc.
50 Church St
Kingston, NH 03848

NEWBURYPORT, MA 01950

TEL: 978-465-4464

FAX: 978-465-1623

For the following work;

Water Service
Sewer Service
Drain Laying
Roadway
Sidewalk
Electric
Communications

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: June 7 2018

Name of Company: BPB construction Inc.

Name of Owner: Brett Berube

Contact Person: Brett Berube

Street Address: 50 Church St City: Kingston State: NH Zip Code: 03848

Phone #: 603 642 7523 Cell #: 603 966 7577 Fax #: 603 642 7523

Insurance Certificate #: 680-1J324001-17-40 Policy Expiration Date: 11/01/2018

Name and Contact Information of Insurer: Charles Gordon Insurance 603 734 4200

Bond # 63635383

Bond Expiration Date: 5/3/2019

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

[X] Water Service/Main

[X] Sewer Service/Main

[X] Drain Laying

[X] Roadway (incl. curb cuts)

[X] Sidewalk

[X] Gas

[X] Electric

[X] 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)



Haverhill

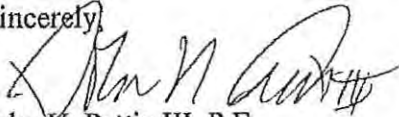
Engineering Department, Room 214
Tel: 978-374-2335 Fax: 978-373-8475
John H. Pettis III, P.E. - City Engineer
JPettis@CityOfHaverhill.com

May 1, 2018

To whom it may concern,

Brett Berube is a current licensed and bonded drain layer with the City of Haverhill. Relative to that, we have found Mr. Berube to competently perform his construction activities in full compliance with City requirements.

Sincerely,



John H. Pettis III, P.E.
City Engineer



City of Methuen, Massachusetts

Department of Public Works Water Distribution Division

124 Cross Street
Methuen, Massachusetts 01844
Telephone (978) 983-8855 Fax (978) 681-1335

Daryl Laurenza
Water Distribution
Superintendent

Patrick L. Bower, P.E.
Director Public Works

April 30, 2018

To whom it may concern:

Please be advised that Brett Berube, BPB Construction Incorporated, out of Kingston New Hampshire, is a current licensed Drain Layer contractor for the City of Methuen, Massachusetts. BPB Construction has performed emergency water and sewer repairs, for the city of Methuen, along with complete new construction utility work and site work on numerous projects throughout the city for many years.

If you have further questions about this letter or concerns, please do not hesitate to contact me via email at DLaurenza@ci.methuen.ma.us or at the office at 978-983-8855.

Sincerely,

Daryl Laurenza
Water Distribution Superintendent

**Boston Water and
Sewer Commission**



980 Harrison Avenue
Boston, MA 02119-2540
617-989-7000

May 30, 2018

Fax#: 978-465-1623

Mr. Anthony J. Furnari, Director
City of Newburyport
Department of Public Services
16A Perry Way
Newburyport, Ma 01950

Re: Brett Berube, 50 Church Street, Kingston, NH 03848
Drain Layer's License # 18203

Dear Mr. Furnari:

This letter serves as acknowledgment that Mr. Brett Berube, 50 Church Street, Kingston, New Hampshire 03848, is a licensed drain layer with the Boston Water and Sewer Commission. His drain layer's license # 18203 is current.

If you have any further questions, please do not hesitate to contact me.

Sincerely yours,

Francis M. McLaughlin, Manager
Engineering Customer Services

FMCL/g

Cc: Mr. Brett Berube, 50 Church Street, Kingston, NH 03848

E-mail: bpbconstruction@yahoo.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2018

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

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PRODUCER JOSEPH S HILLS AGENC P O BOX 300 PLAISTOW, NH 03865-0300 78C2D	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED BPB CONSTRUCTION INC 50 CHURCH STREET KINGSTON, NH 03848	NAIC #	
	INSURER A: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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	ADD L	SUB R	POLICY NUMBER	POLICY EFF DATE (MMDDYYYY)	POLICY EXP DATE (MMDDYYYY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						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 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULE AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE _____ DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
								\$	
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-2E083843-18	03/14/2018	03/14/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
							E. L. EACH ACCIDENT	\$	500,000
							E.L. DISEASE - EA EMPLOYEE	\$	500,000
							E.L. DISEASE - POLICY LIMIT	\$	500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
 THIS REPLACES ANY PRIOR CERTIFICATE ISSUED TO THE CERTIFICATE HOLDER AFFECTING WORKERS COMP COVERAGE.

CERTIFICATE HOLDER	CANCELLATION
CITY OF NEWBURYPORT-DEPT OF PUBLIC SERVICES 16A PERRY WAY 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 <i>Brian MacLean</i>



CERTIFICATE OF LIABILITY INSURANCE

OP ID: EIA

DATE (MM/DD/YYYY)

05/01/2018

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PRODUCER Charles Gordon Insurance Group 285 Calef Hwy, Suite 12C PO Box 347 Epping, NH 03042-0347 Edwin I Aviles	CONTACT NAME: Sandra Rodriguez, x4	FAX (A/C, No): 603-734-4189	
	PHONE (A/C, No, Ext): 603-734-4200	E-MAIL ADDRESS: sandra@cgigi.net	
	PRODUCER CUSTOMER ID #: BPBCO-1		
INSURED BPB Construction, Inc 50 Church St Kingston, NH 03848	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Property Casualty Co		25674
	INSURER B : Travelers Indemnity Co America		25666
	INSURER C : Travelers Indemnity Company		25658
	INSURER D : American Zurich Ins Co		
	INSURER E : CNA Surety		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		680-1J324001-17-42	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY		BA-9223C886-18	01/02/2018	01/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$ Included
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$ Included
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$ Included
	<input checked="" type="checkbox"/> HIRED AUTOS					Medical pymts \$ 5,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CUP-2J637040	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		6ZZUB-5B84562-7-17	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y				E.L. DISEASE - EA EMPLOYEE \$ 100,000
		N/A				E.L. DISEASE - POLICY LIMIT \$ 500,000

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

WC 3A: NH/MA - Brett Berube and Theresa Fraser have elected to be excluded from workers compensation coverage.

CERTIFICATE HOLDER**CANCELLATION**

CITYO-2 City of Newburyport 60 Pleasant St. 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

© 1988-2009 ACORD CORPORATION. All rights reserved.



Effective Date: May 3rd, 2018

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 63635383

That we, BPB Construction, Inc.

of Kingston, State of New Hampshire, as Principal,
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of
Massachusetts, as Surety, are held and firmly bound unto the

City of City of Newburyport Department of Public Services, State of Massachusetts, as Obligee, in the penal

sum of Five Thousand and 00/100 DOLLARS (\$5,000.00),
lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made,
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been
licensed Drainlayer City of Newburyport Department of Public Services
by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit
applied for, then this obligation to be void, otherwise to remain in full force and effect until
May 3rd, 2019, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class
U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said
date. Regardless of the number of years this bond shall continue in force, the number of claims made
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be
cumulative.

Dated this 4th day of May, 2018.



Bpb Construction, Inc. Principal

✓ [Signature] Principal

WESTERN SURETY COMPANY

By [Signature]
Paul T. Bruffat, Vice President

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls, State of South Dakota, its regularly elected Vice President, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Drainlayer City of Newburyport Department of Public Services

bond with bond number 63635383

for BPB Construction, Inc.

as Principal in the penalty amount not to exceed: \$ 5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 4th day of May, 2018.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat

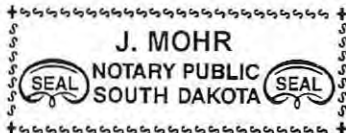
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 4th day of May, 2018, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

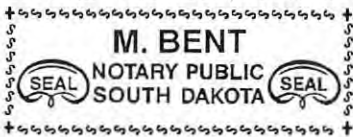


STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 4th day of May, 2018, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



M. Bent
Notary Public — South Dakota

My Commission Expires March 2, 2020

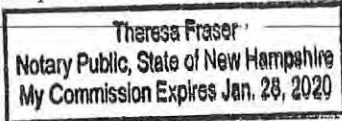
ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF NH }
COUNTY OF Rockingham } ss

On this 7th day of June, 2018, before me personally appeared Brett Berube

known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My commission expires 1/28/2020



Theresa Fraser
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF NH }
COUNTY OF Rockingham } ss

On this 7th day of June, 2018, before me personally appeared Brett Berube

who acknowledged himself/herself to be the President of BBB Construction Inc., a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires 1/28/2020



Theresa Fraser
Notary Public



License or Permit No. _____
LICENSE AND PERMIT
BOND
As _____
of _____
State of _____
Name of Applicant _____
Address _____
Filed _____
Approved this _____
day of _____

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

July 16, 2018

THAT the City Council of the City of Newburyport hereby orders, pursuant to Code Section 13-166, that no person shall park any vehicle on the following streets or portions thereof as follows:

Street: Greenleaf St.

Restriction: No parking on the northerly side from Auburn Street running in an easterly direction for a distance of 285 feet.

Furthermore, the City Clerk shall add this restriction to the public list available in the Clerk's office. This list shall be updated and posted on the City of Newburyport website.

Councillor Heather L. Shand

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

July 16, 2018

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

THAT the City Council of the City of Newburyport hereby approves and authorizes the acceptance of a Preservation Restriction between the City, acting by and through the Newburyport Historical Commission, and 58 Middle Street Realty Trust, for the property located at 50-58 Middle Street, Newburyport; and

Further, that the Mayor of the City of Newburyport, the City Council President and City Clerk are hereby authorized to sign the said 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, and 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.

Councillor Jared J. Eigerman

PRESERVATION RESTRICTION AGREEMENT

Between

**58 Middle Street Realty Trust
and the**

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION is made this ____ day of _____ 2018 (this "Restriction") by and between 58 Middle Street Realty Trust, located at 50-58 Middle Street, Newburyport, Essex County, Massachusetts 01950 ("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 the owner in fee simple of certain real property located at 50-58 Middle Street, Newburyport, Massachusetts which was conveyed to 58 Middle Street Realty Trust by deed recorded with the Essex South Registry of Deeds on September 26, 2016 in Book 35617 and Page 183, attached hereto as Exhibit A. A portion of the foregoing property is that shown as **Lot B** on a plan titled "Plan of Land in Newburyport, MA, Showing Proposed Site Plan at 50-58 Middle Street (Map 7 – Lot 21)" prepared by Millennium Engineering for 58 Middle Street Realty Trust, George A. Haseltine Trustee and recorded in the Essex South Registry of Deeds Plan Book 465 Plan 21 on April 26, 2018 (the "Plan"), which Plan is attached hereto as Exhibit B, and incorporated herein by reference (the "Property"). This Restriction shall apply to the Property the exterior of said existing principal building, referred to as the "50 Middle Street House", and described as follows:

A gable-front-and-wing shaped house, believed to have been built circa 1900-1904. The house has a shed-roofed porch placed within the L made by the two wings, which is common in urban, folk-Victorian style buildings in the northeast. The roof ridge is of uniform height across both the front and the wing. The key architectural features of the house are described and shown in further detail in the Baseline Documentation.

WHEREAS, the Property is a contributing resource to the Newburyport Historic District listed in the State and National Registers of Historic Places on August 2, 1984, is historically significant for its architecture, associations, and/or archeology, and qualifies 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 Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Property; and

WHEREAS, the preservation values of the 50 Middle Street House are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto as Exhibits A (Property Description), B (Site Plans), C (Massachusetts Historical Commission Inventory Form B) which Baseline Documentation the parties agree provides an accurate representation of the 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 Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent 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 as of the date hereof.

WHEREAS, the Photographic Documentation (Exhibit D)

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 50 Middle Street House is in need of preservation and restoration; and will have its exterior restored in the following manner:

1. Vinyl siding to be replaced by cedar clapboards with four-inch reveal.
2. Bay window in front to be replaced by two windows to match above on second floor.
3. All windows to be replaced with aluminum clad, wood interior units with 2/2 muntin pattern, simulated divided light.
4. Asphalt used as driveway will be removed and replaced with Boston City Brick Pavers per the proposed site plan.
5. Boston City Brick Pavers will also be used for the driveway for Lot A.
6. Existing asphalt walkways around existing house on Lot B will be removed and replaced with natural stone.

WHEREAS, the Grantor has received a Variance from the City of Newburyport issued June 20, 2017 and filed with the City Clerk June 20, 2017 and recorded with the Essex (South) District Registry of Deeds in Book 36012, Page 205 for the construction and renovation of the structure along with a second Variance from the City of Newburyport issued June 20, 2017 and filed with the City Clerk June 20, 2017 and recorded with the Essex (South) District Registry of Deeds in Book 36012, Page 193 for the construction of another residential structure at 58 Middle Street, Newburyport, Essex County, Massachusetts on Lot A as shown on the Plan and the Grantor has agreed to impose a restriction in perpetuity on the Property for the preservation and renovation of the 50 Middle Street House, 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 50 Middle Street House; and

WHEREAS, the preservation of the 50 Middle Street House 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 50 Middle Street House 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 50 Middle Street House 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 50 Middle Street House, as described and documented in the Baseline Documentation, 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 50 Middle Street House and specified interior features of the 50 Middle Street House or the Property that will significantly impair or interfere with the 50 Middle Street House’s Preservation Values (the “Purpose of this Restriction”). 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 50 Middle Street House; and the architectural features, materials, appearance, and workmanship thereof. 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 50 Middle Street House unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the 50 Middle Street House, 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 E.
 - b. Any alteration to the appearance, materials, workmanship, condition or structural stability of the 50 Middle Street House governed by the Newburyport Historical Commission as listed and attached hereto as Exhibit E.
 - c. Any other act or use that may be harmful to the historic preservation of the 50 Middle Street House 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 50 Middle Street House or the Property or is required in writing by its insurance carrier to make improvements to the 50 Middle Street House or the 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 50 Middle Street House or the Property, as shown in the Restoration plans and in accordance with this Restriction and in compliance with all Federal, state and local laws, codes and ordinances applicable to the 50 Middle Street House or the Property. Grantor's obligation to maintain shall require repair, reconstruction and, where necessary, replacement in kind whenever necessary to preserve the 50 Middle Street House 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 50 Middle Street House 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 50 Middle Street House. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the 50 Middle Street House 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 50 Middle Street House 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 50 Middle Street House, may be created on the Property, subject to utility easements already recorded;
 - d. No additions and/or outbuildings may be attached to the 50 Middle Street House without prior approval of the Commission; and
 - e. Moving the 50 Middle Street House 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 50 Middle Street House without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the 50 Middle Street House, 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 50 Middle Street House. Grantor shall similarly not make any alterations to the surrounding Property that

would obscure the current view of the 50 Middle Street House, such as the installation of permanent signage without approval of the Commission.

Activities by Grantor to maintain the 50 Middle Street House 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 E), 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 50 Middle Street House and the 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 E and Restoration Plan attached as Exhibit F.
- b. Pursuant to the provisions of paragraph 3, the right to maintain and repair the 50 Middle Street House 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 50 Middle Street House. 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 50 Middle Street House; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the 50 Middle Street House following casualty damage, the Commission shall apply the Secretary's Standards.

9. Casualty Damage or Destruction: In the event the 50 Middle Street House 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 50 Middle Street House 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 50 Middle Street House and/or reconstruction of damaged or destroyed portions of the 50 Middle Street House; and
 - c. A report of such restoration/reconstruction work necessary to return the 50 Middle Street House 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 50 Middle Street House 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 50 Middle Street House 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 50 Middle Street House, 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 50 Middle Street House 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 50 Middle Street House, if damaged, 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 50 Middle Street House; 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 50 Middle Street House; 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: 58 Middle Street Realty Trust
c/o Lisa Mead, Mead, Talerman & Costa
30 Green Street,
Newburyport, Massachusetts 01950

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 50 Middle Street House 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 50 Middle Street House 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 50 Middle Street House.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the 50 Middle Street House 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 50 Middle Street House 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 50 Middle Street House 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. The Grantor covenants that the Property will at all times be held, used, and conveyed subject to and not used in violation of the following restrictions, obligations and duties that shall run with the Property for ninety-nine (99) years. In any event, at the expiration of twenty-nine (29) years, the Grantor does hereby grant to the Commission the right to file an extension of this Restriction pursuant to the powers and assignment herein set forth, for any additional amount of time the Commission determines is in the best interest of the Commission to so file. The Commission is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Preservation Restriction; the Grantor on behalf of the Grantor and the Grantor's successors and assigns appoints the Commission as the Grantor's attorney-in-fact to execute, acknowledge and deliver any such instruments on the Grantor's behalf. Without limiting the foregoing, the Grantor and the Grantor's successors and assigns agree to execute any such instruments upon request.
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, by and through its Historical Commission, and its being recorded with the Essex (South) 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 50 Middle Street House resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approvals by the City of Newburyport by and through its 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.

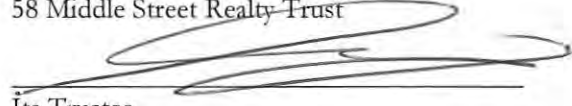
26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this 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 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 archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological 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 F), 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 29th day of June, 2018.
By:

GRANTOR:

58 Middle Street Realty Trust

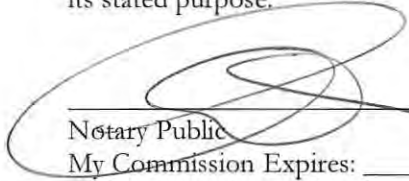


Its Trustee,
George Haseltine

Massachusetts

Essex, ss.


On this 29th day of June, 2018, before me, the undersigned notary public, personally appeared George A. Haseltine, 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:



ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION

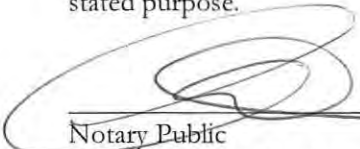


Sarah White, duly authorized
Chair, Newburyport Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 27 day of June, 2018, 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 _____, 2018, 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 _____, 2018, 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 _____, 2018, 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: _____

List of Exhibits/Attachments

Exhibit A: Legal Property Description

Exhibit B: Plot Plans

Exhibit C: Massachusetts Historical Commission Inventory Form B

Exhibit D: Baseline Photographic Documentation

Exhibit E: Restriction Guidelines

Exhibit F: Restoration Plan

Exhibit A
Legal Property Description

PARCEL ONE: The land in said Newburyport with the buildings thereon numbered 58 Middle Street, bounded and described as follows:

Commencing at the Northerly corner thereof on Middle Street by land formerly of Walter Picuch; thence running Southeasterly by said Street, 8 feet to land now or formerly of George F. Poor; thence by said land now or formerly of Poor, Southwesterly 83 5/10 feet to a corner; Southeasterly 2.75 feet; and Southwesterly again 4 8/10 feet to land now or formerly of Charles F. Badger; thence by said land now or formerly of said Badger 71 9/10 feet to land now or formerly of Edith A. Fowler; thence Northeasterly by said land now or formerly of Fowler 19 feet 9 inches to said land formerly of Picuch; thence by the last mentioned land Southeasterly, 35 feet, 3 inches to a corner; Northeasterly 21 feet to a corner; Southeasterly again 11 feet, 8 inches to a corner; and Northeasterly again 47 feet, 6 inches to the point of beginning. All of said measurements being more or less.

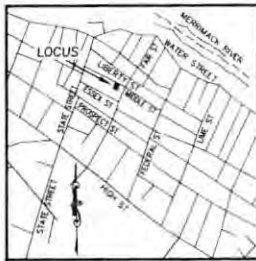
Together with a right of way 3 feet wide running Southwesterly from said Middle Street along the Southeasterly side of said land now or formerly of Picuch 47 feet, 6 inches.

PARCEL TWO: A parcel of land being the same premises known as No. 50 to 56 Middle Street on Newburyport Assessors' Map No. 7, supposed to contain 3,544 square feet.

The above-described premises are conveyed subject to and together with a right of way referred to in a deed dated May 8, 1944, and recorded with the Essex South District Registry of Deeds in Book 3370, Page 73.

Being the same premises conveyed to the Grantor by deed of Wojcicki Development Corp. dated January 17, 2017, and recorded with the Essex South District Registry of Deeds in Book 35617 Page 183.

Exhibit B
Plot Plans



OWNER OF RECORD
58 MIDDLE STREET REALTY TRUST
BK. 35617 PG. 183

ZONING DISTRICT
RESIDENCE 3
SINGLE FAMILY

PLAN BOOK 465 PLAN 11
ESSEX REALTY OF DEEDS, CO. BY
DEED, MAZ.

Approved APRIL 26 2017
JUL

Mc O
JUL 30 2017
Register of Deeds

FOR REGISTRY USE

LEGEND

- I ROD IRON ROD
- FND FOUND
- (D&H) DEED & HELD
- (MEAS.) MEASURED
- WF WOOD FRAMED
- N/F NOW OR FORMERLY
- (D) ASSESSORS MAP #
- (00) PARCEL #

PLAN REFERENCES

PLAN 448 OF 1948
PLAN 844 OF 1954
PLAN RECORDED AT BK. 26924 PG. 452
PLAN BK. 204 PLAN 7
1924 CITY OF NEWBURYPORT ASSESSORS MAP 7
PROPOSED SITE PLAN BY MILLENNIUM
ENGINEERING, INC., DATED MAY 9, 2017

DEED REFERENCES

BK 35617 PG 183
BK 7685 PG 537
BK 6729 PG 154
BK 3435 PG 485
BK 3370 PG 73
BK 2423 PG 240

(7/16)
N/F
19 ESSEX STREET
CONDOMINIUM
BK 15098 PG 523

ESSEX STREET
(PUBLIC - VARIABLE WIDTH)

APPROVAL UNDER THE SUBDIVISION CONTROL
LAW NOT REQUIRED
CITY OF NEWBURYPORT PLANNING BOARD

[Signatures]
DATE: 8-18-17

THE PLANNING BOARD'S ENDORSEMENT OF
THE PLAN AS NOT REQUIRING APPROVAL
UNDER THE SUBDIVISION CONTROL LAW DOES
NOT GIVE LOTS OR PARCELS ANY STANDING
UNDER THE CITY OF NEWBURYPORT ZONING
ORDINANCE.



NOTE:

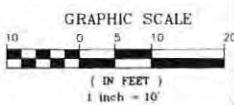
- SEE THE DECISION BY THE CITY OF NEWBURYPORT ZONING BOARD OF APPEALS, DATED JULY 12, 2017, DIMENSIONAL VARIANCE, FOR 50-58 MIDDLE STREET (LOT A), AND RECORDED AT BOOK 36012, PAGE 193.
- SEE THE DECISION BY THE CITY OF NEWBURYPORT ZONING BOARD OF APPEALS, DATED JULY 12, 2017, DIMENSIONAL VARIANCE, FOR 50-58 MIDDLE STREET (LOT B), AND RECORDED AT BOOK 36012, PAGE 205.

THAT THIS PLAN CONFORMS TO THE
RULES AND REGULATIONS OF THE
REGISTER OF DEEDS.

THE CERTIFICATIONS SHOWN HEREON ARE NOT
INTENDED AS CERTIFICATION TO TITLE OR OWNERSHIP
OF PROPERTY SHOWN. OWNERS OF ADJOINING
PROPERTIES ARE ACCORDING TO CURRENT CITY OF
NEWBURYPORT ASSESSORS RECORDS.

I CERTIFY
THAT THIS ACTUAL SURVEY WAS MADE ON
THE GROUND BETWEEN MARCH 2, 2017,
AND MARCH 29, 2017, AND THAT THE
STRUCTURES AND PHYSICAL FEATURES
ARE LOCATED AS SHOWN TO THE BEST OF
MY ABILITY AND BELIEF.

[Professional Seal and Signature]
7/24/17
DATE



PREPARED FOR
58 MIDDLE STREET REALTY TRUST
GEORGE A. HASELTINE, TRUSTEE
66 GILCREAST ROAD
LONDONDERRY, NH 03053

PLAN OF LAND
IN
NEWBURYPORT, MA
SHOWING
APPROVAL NOT REQUIRED PLAN
AT
50-58 MIDDLE STREET
(MAP 7 - LOT 21)

MEI MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01852 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=10'
DATE: JULY 24, 2017
CALC. BY: S.F.R.
CHKD. BY: J.S.H.
PROJECT: M173100
SHEET: 1 OF 1

Exhibit C
Massachusetts Historical Commission Inventory Form B

FORM B – BUILDING

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

Photograph

Insert here or on a Continuation Sheet a digital photograph (either color or black and white).

A paper photographic print (3½x5¼" or 4x6" must also be attached to the form in this space or to a Continuation Sheet. Prints, from a photo-quality inkjet printer, must use brand name paper and inks approved by MHC. Attached photographs should be clearly identified with town name and property address. See MHC's Guidelines for Inventory Form Photographs.

Locus Map

Insert here or on a Continuation Sheet a map clearly showing the location of the property including the name of the nearest road or street and at least one other intersecting road or feature.

Assessor's maps are preferred, but other forms of detailed plans such as an excerpt from a USGS topographic map or an aerial or satellite photo clearly marked are also acceptable. See MHC's Guidelines for Inventory Form Locational Information.

Recorded by:
Organization:
Date (month / year):

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

--	--	--	--

Town/City: Newburyport

Place: *(neighborhood or village):*

Address: 50-58 Middle Street

Historic Name:

Uses: Present: Residential

Original: Residential

Date of Construction: Circa 1900-1904

Source: Southern Essex Registry of Deeds;

Sanborn maps

Style/Form: Folk-Victorian

Architect/Builder: Unknown

Exterior Material:

Foundation: Brick

Wall/Trim: Vinyl siding

Roof: Asphalt shingle

Outbuildings/Secondary Structures:

None

Major Alterations (with dates):

Condition: Average

Moved: no yes **Date:**

Acreage: 6,086 SF

Setting: Urban residential; Historic District

INVENTORY FORM B CONTINUATION SHEET

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

--	--

Recommended for listing in the National Register of Historic Places.
If checked, you must attach a completed National Register Criteria Statement form.

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.

This is a gable-front-and-wing shaped house, believed to have been built circa 1900 - 1904. Common in urban, folk-Victorian style buildings in the northeast, the house has a shed-roofed porch placed within the L made by the two wings. The roof ridge is of uniform height across both the front and wing.

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 was built between 1900 and 1904.

The local Newburyport Historic Commission has listed the house as being contributory to the overall historic character of the neighborhood.

BIBLIOGRAPHY and/or REFERENCES

Southern Essex County Registry of Deeds; Sanborn maps

Continuation sheet 1

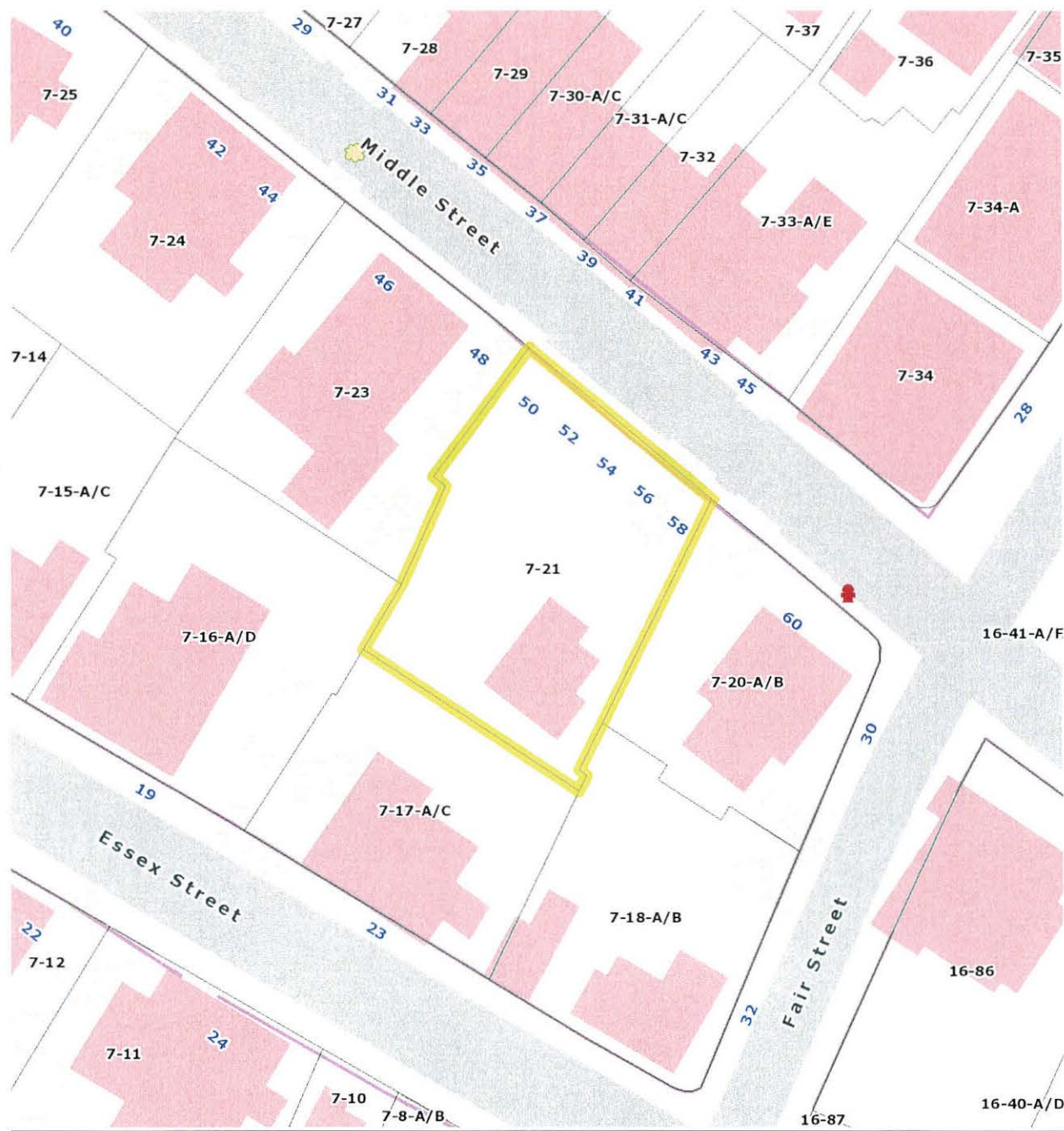


Exhibit D
Baseline Photographic Documentation

1. East Elevation 2017



2. East Front Elevation 2017



3. Front and West Elevation 2017



4. Front Elevation 2017



5. Porch



6. Porch



7. Porch Detail



8. Porch Detail



Exhibit E 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.

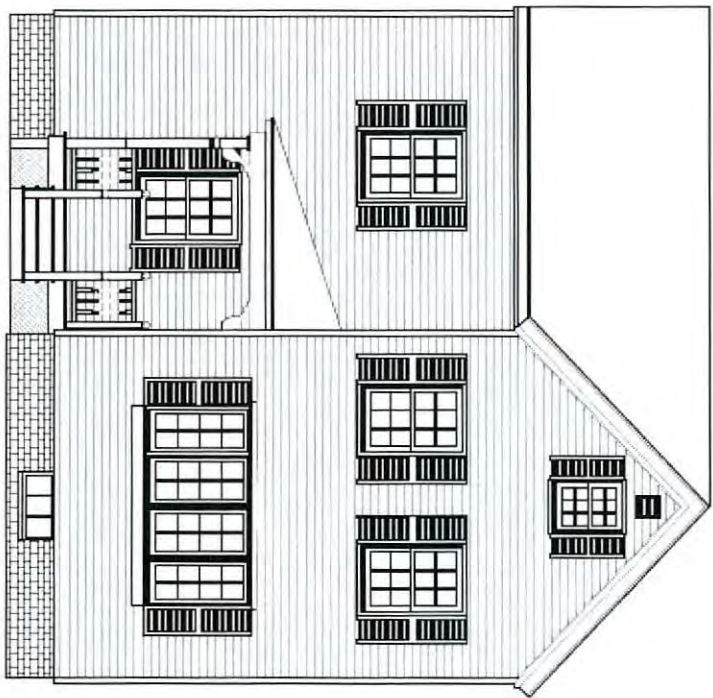
It is the responsibility of the property owner to notify the GRANTEE in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

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 F:
Restoration Plan

1-16 5/16/18
 100 NEWBURYPORT SQUARE (VMA)

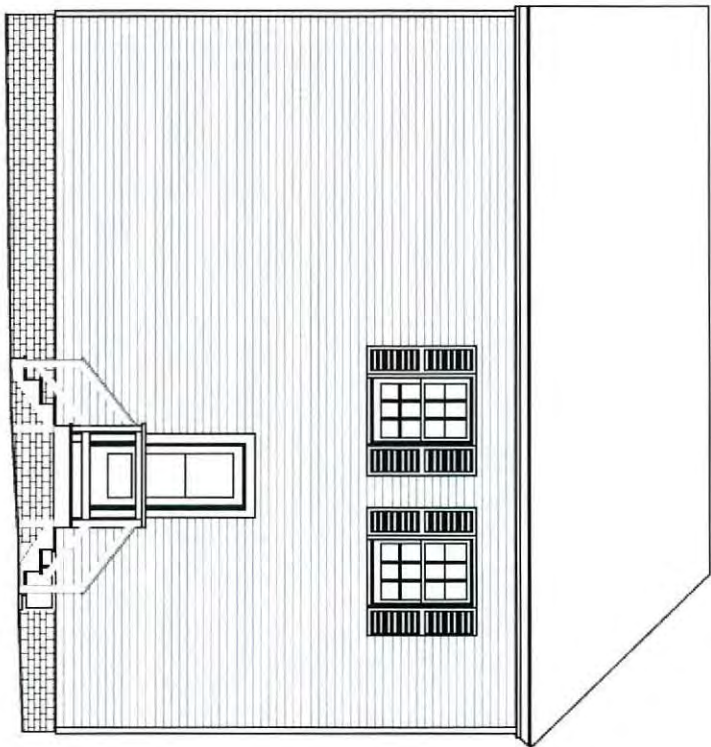
1
 Front Elevation
 Scale: 1/4" = 1'-0"



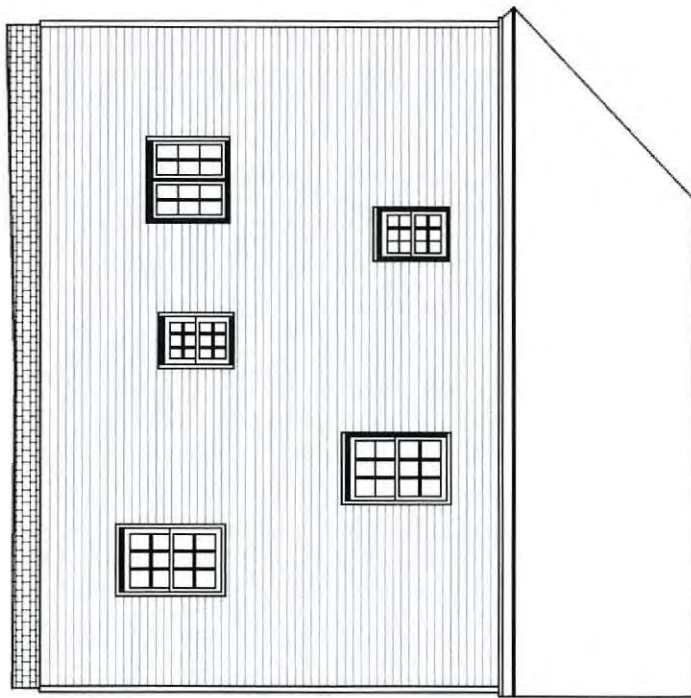
<p>SCOTT BROWN ARCHITECTS</p>	270 KOSTER BLVD. SUITE 200 NEWBURYPORT, MA 01950 WWW.SCOTTBROWNARCHITECTS.COM	RENOVATION TO: 58 MIDDLE STREET NEWBURYPORT, MA	100 NEWBURYPORT SQUARE NEWBURYPORT, MA 01950 508.833.1234
	PROJECT NO. 2018-001 DATE: 5-16-2018 SCALE: AS SHOWN	EXISTING ELEVATIONS AI	100 NEWBURYPORT SQUARE NEWBURYPORT, MA 01950

1:00 5/15/18
 by: SFW/04/25/2018/10/18/18

1 Right Elevation
 Scale: 1/4" = 1'-0"



<p>SCOTT & BROWN ARCHITECTURE INC. 210 KENT STREET SUITE 200 NEWBURYPORT, MA 01960 WWW.SCOTTANDBROWNARCHITECT.COM</p>		<p>RENOVATION TO: 58 MIDDLE STREET NEWBURYPORT, MA</p>	
<p>EXISTING ELEVATIONS</p>			
<p>A2</p>			
<p>DATE: 05/15/18 DRAWN BY: SFW CHECKED BY: SFW SCALE: AS SHOWN</p>			
<p>PROJECT: 18-001 SHEET: 1 OF 1</p>			



1 Rear Elevation
Scale: 1/4" = 1'-0"

1-18 5/16/18
1/2" = 1' 0" SIGNED: S.D. JAMES (1/18)

<p>SCOTT BROWN ARCHITECTS INC.</p>	<p>RENOVATION TO: 58 MIDDLE STREET NEWBURYPORT, MA</p>	<p>200 WEST STREET NEWBURYPORT, MA 01950 WWW.SCOTTBROWNARCHITECTS.COM</p>
<p>EDWARD J. BROWN, JR. ARCHITECT NO. 1475 20TH STREET NEWBURYPORT, MA 01950</p>		
<p>PROJECT NO. 180101 DATE: 5-26-2018 SCALE: AS SHOWN</p>		
<p>EXISTING ELEVATIONS</p>		
<p>A3</p>		

1
Scale: 1/8" = 1'-0"



SCOTT BROWN
ARCHITECTS
270 WEST STREET
SUITE 200
NEWBURYPORT, MA 01950
WWW.SCOTTBROWNARCHITECTS.COM

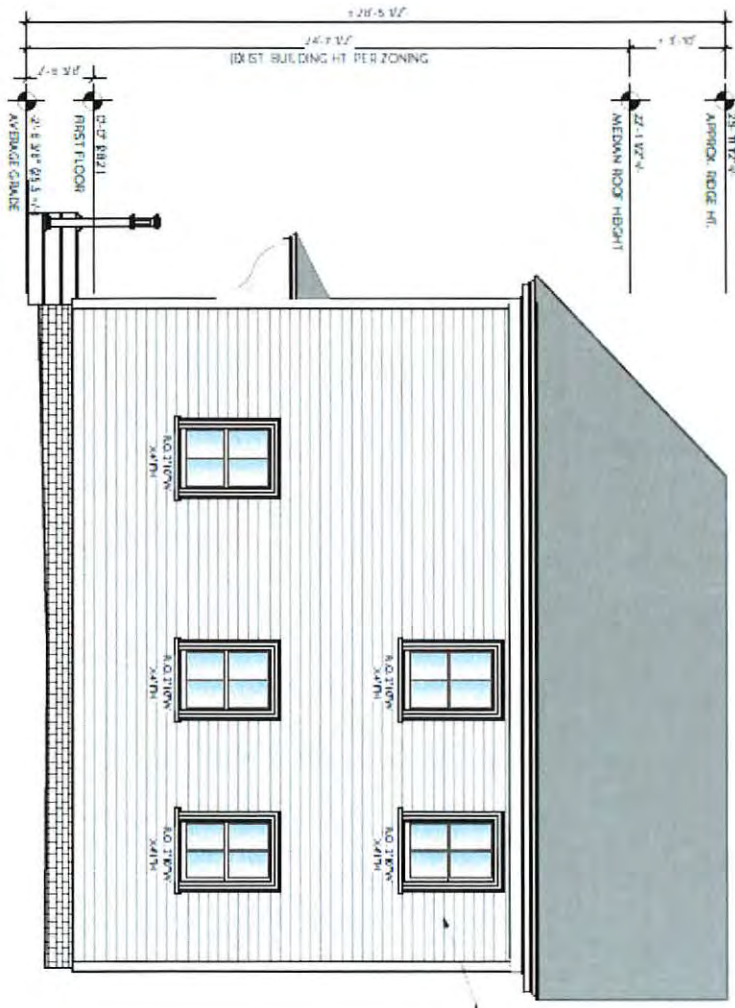
RENOVATION TO:
58 MIDDLE STREET
NEWBURYPORT, MA

EDUCATIONAL RESOURCE JOURNAL
NO. 1478, 2009, 1478
1.5 x 8.5 INCH

PROPOSED ELEVATIONS
A5

SEE SHEET 5/17/18
FOR THE SEWERAGE COLUMN (S/W)

1 Rear Elevation
Scale: 1/4" = 1'-0"



LINE FROM ED (RED) CEILING LEVEL
CLAMPED TO STUDS AND W/ P
EXPOSURE TYPICAL

<p>SCOTT & BROWN ARCHITECTS, INC. 200 WEST STREET NEWBURYPORT, MA 01950 WWW.SCOTTBROWNARCHITECT.COM</p>	<p>RENOVATION TO: 58 MIDDLE STREET NEWBURYPORT, MA</p>		<p>EDWARDS/BERNARD ARCHITECTS</p> <p>NO. 543 BERRY STREET NEWBURYPORT, MA 01950</p>
	<p>PROJECT NO. 180007 DATE: 5-30-2018</p> <p>SCALE: AS SHOWN</p>	<p>PROPOSED ELEVATIONS</p> <p>A7</p>	

SEE SHEET 35 FOR
 PLAN AND SECTION ELEVATIONS

2 Left Elevation
 Scale: 1/4" = 1'-0"



SELECT BABY CHANGE WOOD
 COMBINATION PANEL SYSTEM ON EQUAL
 2" X 4" X 8" HANGERS WITH
 SCREEN GUARDING IN SETS

SCOTT BROWN ARCHITECTS 200 WEST BROAD STREET NEWBURYPORT, MA 01950 WWW.SCOTTBROWNARCHITECTS.COM	RENOVATION TO: 58 MIDDLE STREET NEWBURYPORT, MA	
	PROJECT NO. 1 DRAWING NO. 2018-001 DATE: 05/15/2018	ARCHITECT: SCOTT BROWN PROJECT MANAGER: JEFFREY BROWN DESIGNER: JEFFREY BROWN
PROPOSED ELEVATIONS A8	SHEET NO. 18 OF 20 TOTAL SHEETS: 20	DATE: 05/15/2018 SCALE: 1/4" = 1'-0"

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

July 16, 2018

That the City Council appropriates from the Community Preservation Act FY 2019 estimated revenues, in accordance with the provisions of M.G.L. Chapter 44B, for the following projects, based upon the Community Preservation Committee's recommendation, the total amount of **\$1,214,451**. The source of funds shall be FY2019 estimated revenues in the amount of \$931,122.93 and Community Preservation Fund Balance in the amount of \$283,328.07.

Each project listed below shall be considered a separate appropriation or reservation in the amount indicated for that project.

Project No.	Project Title	Applicant	Request	Recommendation
1	Supporting the Development & Preservation of Affordable Housing	Newburyport Affordable Housing Trust	\$150,000	\$150,000
2	Kelleher Gardens Community Building Generator	Newburyport Housing Authority	\$13,000	\$13,000
3	YWCA Women's Residence	YWCA Greater Newburyport	\$20,000	\$20,000
4	Slate Roof Replacement	Newburyport Maritime Society, Inc.	\$101,914	\$101,914
5	NHS Exterior Woodwork Restoration	Newburyport Public Schools	\$59,040	\$59,040
6	Cushing House Laundry Yard/Courtyard	Historical Society of Old Newbury	\$19,617	\$19,617
7	Open Space Reserve Fund	Newburyport Open Space Committee	\$150,000	\$200,000
8	Master Plan for Lower Atkinson Common	Newburyport Parks Department	\$25,000	\$25,000
9	Specimen Trees for Bartlet Mall	Newburyport Parks Department	\$11,760	\$11,760
10	Gateway Trees Phase 2b	Newburyport Tree Commission	\$35,800	\$35,800
11	Open Space and Recreation Plan Update	Office of Planning & Development	\$30,000	\$30,000
12	Restoration of Swan Fountain At Bartlet Mall	Newburyport Parks Department	\$10,000	\$10,000
13	Clipper City Rail Trail Edible Avenue	Friends of Newburyport Trees	\$7,600	\$7,600
14	Little River Nature Trail Kiosks	Parker River Clean Water Association	\$8,500	\$8,500
15	Fuller Field Track Renovation Phase 2	Newburyport Parks Department	\$125,000	\$125,000

16	City Hall Bond Payment	153,920
17	Open Space Bond Payment	\$95,680
18	NHS Stadium Bond Payment	123,080
19	Cherry Hill Soccer Field Bond Payment	\$12,540
20	Administrative Costs	\$12,000

Councillor Charles F. Tontar

Approve:
Date:

Attest:

**NEWBURYPORT COMMUNITY PRESERVATION COMMITTEE
RECOMMENDATIONS FOR FY19 APPROPRIATIONS**

The Newburyport Community Preservation Committee recommends that the City Council appropriate **\$1,214,445** from Community Preservation Fund Revenues for the projects and bond payments, in the amounts, in the categories, and subject to the conditions hereinafter described.

The following CONDITIONS are common to recommended projects #1 through #15:

- A. Each recipient of funds is required to submit to the CPC a written report on the status of the project by each October 15, January 15, April 15 and July 15 following appropriation and until final completion of the project.
- B. If a project is not completed within twelve (12) months of appropriation, the grantee must submit a written request to the CPC for an extension of the grant. Otherwise, funds may be subject to rescission and returned to Community Preservation Fund Reserves (applicable to appropriations, not to reservations).
- C. Full funding is conditioned upon the receipt of state matching funds, estimated to be 11.5% of local revenue, expected in November 2018.

Attached are:

1. One page summary spreadsheet of all CPC recommendations.
2. Recommendations for appropriation numbers 1-20, with summaries for each.
3. Criteria for project evaluation adopted and published by the CPC.

Estimated Community Preservation Fund Revenues available for appropriation or reservation in FY 2019 total \$1,492,491.93. This figure includes estimated receipts of the local CPA surcharge through fiscal year end 2018, accumulated interest, the anticipated 11.5% state matching funds expected to be received in November 2018, current uncommitted and unreserved funds, and the returned funds from completed and closed-out projects.

Applications for all projects are available for review in the Office of Planning & Development.

Respectfully submitted by:

Community Preservation Committee Members

Michael Dissette, Chair	Jane Healey, Vice Chair
Paul Healy	Mark Rosen
Daniel Koen	Steven Sawyer
Don Little	Sarah White

**PROJECT NO. 1
NEWBURYPORT AFFORDABLE HOUSING TRUST**

The CPC recommends the appropriation of \$150,000 from the FY 2019 Estimated Revenues to the Newburyport Affordable Housing Trust (NAHT) to be placed in its Affordable Housing Trust Fund (the "Fund") so the NAHT may continue its efforts to support, preserve, and develop affordable housing for low and moderate income households with the following condition:

- Funds appropriated from the Community Preservation Fund shall be used only for community housing purposes consistent with, and meeting the requirements of the Community Preservation Act, M.G.L. c.44B.

The CPA category for this project is Community Housing.

Project Summary: The NAHT has been entrusted by the community to watch over the Fund and judiciously allocate funding to projects and initiatives that promote affordable housing in the City, educate the community on the benefits of having a diverse housing stock, and advocate for both public and private housing development projects that include affordable units. A portion of this funding, \$100,000, will allow the NAHT to earmark funding so that the Trust may financially contribute to the redevelopment of the Brown School in order to encourage more affordable units and deeper affordability in this project. The remaining \$50,000 of the funding will be used to establish a new grant program administered by the Trust. This program will be for non-profit entities who own and/or manage affordable residential units who need funding for costs associated with turnover of these units when old tenants move out and new ones move in. Grants are anticipated to be relatively small, approximately \$5,000 awards. The Trust will create an application, establish eligibility criteria, market the program, and evaluate applicants on a rolling basis.

**PROJECT NO. 2
KELLEHER GARDENS COMMUNITY BUILDING GENERATOR**

The CPC recommends the appropriation of \$13,000 from the FY 2019 Estimated Revenues to the Newburyport Housing Authority to purchase and install a generator for the Kelleher Gardens Community Building.

The CPA category for this appropriation is Community Housing.

Project Summary: The Housing Authority is in the process of renovating the existing community center building and is seeking funding for the purchase and installation of a generator that will fully power the structure in the event of a power outage. The Formula Funding as awarded by the State may not be used for generators; housing authorities cannot use capital funds for generators. There are few, if any, alternative funding sources besides the CPA for this purchase. The generator, once installed, will benefit the residents at Kelleher Gardens – the only Housing Authority property that does not have an emergency generator – but will also be an additional resource for the entire community in the event of a citywide electrical emergency.

**PROJECT NO. 3
YWCA WOMEN'S RESIDENCE**

The CPC recommends the appropriation of \$20,000 from the FY 2019 Estimated Revenues to the YWCA Greater Newburyport to refurbish the second floor bathroom and replace communal furniture at the women's residence at 13 Market Square.

The CPA category for this appropriation is Community Housing.

Project Summary: The YWCA acquired this structure in 1890 and since then has provided affordable housing for women. Today, it continues to provide affordable housing for twelve (12) women and may be the country's longest,

continually operated affordable housing program. The YWCA is committed to keeping the rents affordable to the women who reside at 13 Market Street; however, the low rents do not provide any additional reserves to cover the cost of major capital repairs or improvements. The CPA funding will be used in support of this housing for plumbing, new fixtures, new flooring, repair and painting of the walls, and replacement of furniture in the common areas that is worn and no longer comfortable due to its heavy use and age.

**PROJECT NO. 4
SLATE ROOF REPLACEMENT AT THE CUSTOM HOUSE MARITIME MUSEUM**

The CPC recommends the appropriation of \$101,914 from the FY 2019 Estimated Revenues to the Newburyport Maritime Society, Inc., to replace the failing slate roof at the Custom House Maritime Museum. This structure is protected by a Preservation Restriction.

The CPA category for this appropriation is Historic Preservation.

Project Summary: The existing slate roof is failing and thus endangering the artifacts located within the structure itself creating an emergency situation. The Museum has contracted with The Heritage Company of East Waterboro, Maine, who performed restoration work on the building in 2013 and 2018. This project includes removal and disposal of existing slate and membranes (except for recently installed slate and flashing around the observation deck), installation of new slate and copper flashing, and installation of snow guards on both sides of the building to protect pedestrians from falling ice and snow.

**PROJECT NO. 5
NHS EXTERIOR WOODWORK RESTORATION PROJECT – PHASE III**

The CPC recommends the appropriation of \$59,040 from the FY 2019 Estimated Revenues to the Newburyport Public Schools for the continuation of the NHS exterior woodwork restoration project with the following condition:

- The applicant shall finalize the execution of a Preservation Restriction on the exterior façade of the structure.

The CPA category is Historic Preservation.

Project Summary: This application is a continuation of Phase III of this project and will focus on the rehabilitation of the cupola. Age and exposure to weather have caused a variety of issues with the exterior woodwork, necessitating a well-planned historic restoration guided by *The Secretary of the Interior's Standard for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*. The applicant is nearing completion of the required Preservation Restriction, which will protect the exterior appearance of the structure in perpetuity.

**PROJECT NO. 6
CUSHING HOUSE LAUNDRY YARD/COURTYARD – PHASE I**

The CPC recommends the appropriation of \$19,617 from the FY 2019 Estimated Revenues to the Historical Society of Old Newbury to restore and rehabilitate the cobble courtyard and laundry yard at the Cushing House. This property is protected by a Preservation Restriction.

The CPA category for this project is Historic Preservation.

Project Summary: The Historical Society of Old Newbury is undertaking a significant project, guided by a comprehensive preservation plan funded through Massachusetts Historical Commission's Preservation Projects Fund, to restore the Cushing House courtyard and laundry yard. Currently, much of the courtyard is unsafe for public access due to change in grade, uneven cobbles that have been subject to two centuries of freeze and thaw, and heavy moss which obscures many of the cobbles in one area of the yard. The cistern has sunken, and although

covered by rough stones and bricks, it is a tripping hazard. Phase I includes the following scope of work: The existing lawn in front of the shed will be removed and prepared for renovation; the cobbles around the perimeter of the laundry yard and in the storage area at the end of the building adjacent to Fruit Street will be removed, cleaned, and salvaged; the brick in the walks will be removed and salvaged; the entire area will be graded and drainage issues addressed; and the recycled historic granite will be re-installed at the storage area and ramp to the alley.

**PROJECT NO. 7
OPEN SPACE RESERVE FUND**

The CPC recommends the reservation of \$200,000 from the FY 2019 Estimated Revenues to the Community Preservation Open Space Reserve Fund. Use of reserve funds are subject to future CPC recommendation and City Council appropriation for specific projects.

The CPA category for this reservation is Open Space.

Project Summary: This recommendation is in response to an application from the City's Open Space Committee indicating there are potential opportunities for open space acquisitions and/or conservation restrictions of land. The Open Space Committee requested a reserve of \$150,000; however, given the amount of available funding in this grant cycle and the reduced amounts recommended in past cycles, the CPC voted to increase this request by \$50,000 for a total recommended amount of \$200,000 for the reserve account. As open space acquisitions arise, supplemental information will be submitted to both the CPC and the City Council as individual projects enter the public phase and are presented for project specific funding from the reserve.

**PROJECT NO. 8
MASTER PLAN FOR LOWER ATKINSON COMMON**

The CPC recommends the appropriation of \$25,000 from the FY 2019 Estimated Revenues to the Newburyport Parks Department to create a Master Plan for the Lower Atkinson Park that focuses on improving safety in the parking area along Merrimac Street.

The CPA category for this reservation is Recreation.

Project Summary: The Parks Department has long planned to renovate all non-field space at the Lower Atkinson Common along Merrimac Street, long used by the Pioneer League for all of its games and the High School for girls' softball. The Department will hire a consultant to create a Master Plan for this area that will reconfigure the parking area to improve safety and lay out a larger project to renovate the non-field areas of the park including the playground, basketball area, and clubhouse. This area experiences a high number of speeding vehicles along that stretch of road creating a hazard for pedestrians and other drivers and the goal of this Master Plan will be the development of a 'road map' that the City may follow and implement the identified improvements over the coming years.

**PROJECT NO. 9
SPECIMEN TREES FOR BARTLET MALL**

The CPC recommends the appropriation of \$11,760 from the FY 2019 Estimated Revenues to the Newburyport Parks Department purchase 10 Liberty Elm trees to replace 10 existing trees that are hazardous, damaged, or invasive at the Bartlet Mall.

The CPA category for this reservation is Historic Preservation.

Project Summary: The Parks Department is working on a larger restoration project at the Mall that includes the restoration of an Allée of Elms along the Greenleaf and Auburn Street sides of the park in accordance with an 1890 planting plan by renowned landscape architect Charles Eliot. The Parks Department has purchased a number of Liberty Elms, which are being grown for future planting at the Mall. These trees will have a two-inch trunk caliper at time of planting. CPC funding for this proposal is to purchase ten (10) larger trees with a four-inch trunk caliper that can help compensate for the 10 tree removals by offering a more immediately noticeable height and canopy.

**PROJECT NO. 10
GATEWAY TREES – PHASE 2B**

The CPC recommends the appropriation of \$35,800 from the FY 2019 Estimated Revenues to the Newburyport Tree Commission to beautify and preserve the historic character of High Street with twenty (20) new trees.

The CPA category for this appropriation is Historic Preservation.

Project Summary: The Newburyport Tree Commission, working with the Friends of Newburyport Trees (FoNT), has initiated a project called GATEWAY, to improve and beautify the principal access roads into Newburyport by planting site specific street tree species, carefully vetted by Tree Commission arborists, in the public right-of-way. This funding will be used for site preparation, planting of the trees, watering for two seasons, and annual mulching and pruning where needed.

**PROJECT NO. 11
OPEN SPACE AND RECREATION PLAN UPDATE**

The CPC recommends the appropriation of \$30,000 from the FY 2019 Estimated Revenues to the City of Newburyport Office of Planning & Development to complete an update of the City's soon-to-expire Open Space and Recreation Plan.

The CPA category for this appropriation is Open Space.

Project Summary: The City's existing Open Space and Recreation Plan approval expires in 2019. While certain portions of the plan update can be completed with staff and volunteer resources, limited staff time as well as the complexity and uncertainty involved with coordinating volunteer work, would likely impact the timeframe for the update. The CPC funding will enable the City to complete the required plan, as well as the required public participation process, in advance of the 2019 season for state grants associated with both open space and recreation.

**PROJECT NO. 12
RESTORATION OF SWAN FOUNTAIN AT BARTLET MALL**

The CPC recommends the appropriation of \$10,000 from the FY 2019 Estimated Revenues to the City of Newburyport Parks Department to restore the Bartlet Mall fountain, which has fallen into disrepair and appears to be shifting on its foundation.

The CPA category for this appropriation is Historic Preservation.

Project Summary: The Swan Fountain serves as a centerpiece for the Bartlet Mall Park and Frog Pond which makes up the City's most visually prominent park at a gateway to the downtown. Home to Essex County Superior

Courthouse, the Courthouse and Park are listed in the National Historic Register. The Parks Department will use CPA funding to return the fountain to full functionality in a three-phase project: (1) Hire a consultant to carry out an assessment to understand the scope of the project and offer solutions with costs for the City to consider; (2) Prepare design construction documents for contractors to bid and carry out the repairs; and (3) Project construction. This project, like the specimen tree project, number 9 above, is a piece of the larger initiative to restore the Bartlet Mall.

**PROJECT NO. 13
CLIPPER CITY RAIL TRAIL EDIBLE AVENUE**

The CPC recommends the appropriation of \$7,600 from the FY 2019 Estimated Revenues to the Friends of Newburyport Trees to landscape an 8,600 square foot area along the Clipper City Rail Trail between High and Parker Streets, with native trees, shrubs, and plants, all of which have edible berries, leaves, or roots.

The CPA category for this appropriation is Recreation.

Project Summary: With the support of the Parks Commission, the Friends of Newburyport Trees, will plant native trees, shrubs, and plants, all of which have edible berries, leaves, or roots, install educational signage (similar to those installed at the Joppa sea wall) that will include descriptions and locations of plants, and create a brochure with additional information that will be available as part of the installation. All of the plants chosen for this project will be native to the local area and, in fact, many species were growing in this location prior to rail trail construction but were removed to make way for the trail.

**PROJECT NO. 14
LITTLE RIVER NATURE TRAIL KIOSKS**

The CPC recommends the appropriation of \$8,500 from the FY 2019 Estimated Revenues to the Parker River Clean Water Association to construct and install two informational kiosks along the Little River nature trail system to provide a single resource that visitors can consult before entering this crucial habitat area.

The CPA category for this appropriation is Recreation.

Project Summary: CPA funding will be used to construct two kiosks, one to be placed on public land adjacent or on the end of Colby Farm Road at the Marlene Schroeder Nature Trail Head and the second to be placed behind the CVS/Gas Station Complex on Storey Avenue at the Randal J. Millen Nature Trail Head. The Association will coordinate with the City for installation of the kiosk on public land and will work with organization volunteers on the installation of the second kiosk, which will be on private land that has a dedicated access easement to the Essex County Greenbelt Conservation Area that lies behind the commercial complex.

**PROJECT NO. 15
FULLER FIELD TRACK RENOVATION – PHASE 2**

The CPC recommends the appropriation of \$125,000 from the FY 2019 Estimated Revenues to the City of Newburyport Parks Department to be put toward the continued renovation of the track and field facility at the Bradley Fuller Athletic Field on Low Street.

The CPA category for this appropriation is Recreation.

Project Summary: Phase 1 of this project saw construction of a new, collegiate level track and multipurpose sports field at the existing track facility on Low Street. Phase 2 got underway with the installation of a new fence that allows gating off the facility in order to charge admissions for events. Continuation of the project includes installation of a 500 to 1,000-person grandstand, completion of electrical connections throughout the facility for the sound and

timing systems, installation of a new sound system, and renovation of the interior of the existing field house to include expanded restroom facilities. Future phases include improving the parking and drop off area, installing new concrete walkways and lighting, and installing a synthetic turf infield.

**PROJECT NO. 16
CITY HALL BOND DEBT PAYMENT**

The CPC recommends the appropriation of \$153,920 from the FY 2019 Estimated Revenues to the City of Newburyport for the twelfth annual payment of interest and principal on the City Hall Restoration Bond.

The CPA category is Historic Preservation.

Project Summary: In December 2005, the City Council authorized issuance of a \$1,950,000 bond against future CPA revenue for the City Hall Restoration Project. Work on City Hall is now complete, though debt payments will continue through 2019. The CPC is advised that it is necessary to appropriate the debt service payments annually.

**PROJECT NO. 17
OPEN SPACE ACQUISITIONS BOND DEBT PAYMENT**

The CPC recommends the appropriation of \$95,680 from the FY 2019 Estimated Revenues to the City of Newburyport for the twelfth annual payment of interest and principal on the Open Space Acquisitions Bond.

The CPA category is Open Space.

Project Summary: In December 2005, the City Council authorized bonding up to \$1,775,000 against future CPA revenue for open space acquisitions, including the Cooper North Pasture and the former Guilford properties. Under this authorization, the City Treasurer conservatively borrowed \$1,275,000 to fund the acquisition costs. Debt payments on the bond will continue through 2019. The CPC is advised that it is necessary to appropriate the debt service payments annually.

**PROJECT NO. 18
NEWBURYPORT HIGH SCHOOL WORLD WAR MEMORIAL STADIUM MULTI-PURPOSE FIELD PROJECT BOND DEBT PAYMENT**

The CPC recommends the appropriation of \$123,080 from the FY 2019 Estimated Revenues to the City of Newburyport for the third annual payment of interest and principal on the World War Memorial Stadium Multi-Purpose Field Project Bond.

The CPA category is Recreation.

Project Summary: In April 2014, the City Council authorized bonding up to \$1,500,000 against future CPA revenue for the renovation and improvement of the Newburyport High School's World War Memorial Stadium athletic field. Debt payments on the bond will continue through 2030. The CPC is advised that it is necessary to appropriate the debt service payments annually.

**PROJECT NO. 19
CHERRY HILL PARCEL B SOCCER FIELD IMPROVEMENT PROJECT BOND DEBT PAYMENT**

The CPC recommends the appropriation of \$12,540 from the FY 2019 Estimated Revenues to the City of Newburyport for the third annual payment of interest and principal on the Cherry Hill Parcel B Soccer Field Improvement Project Bond.

The CPA category is Recreation.

Project Summary: In April 2014, the City Council authorized the bonding of up to \$134,000 against future CPA revenue for the redesign and construction of the Cherry Hill Parcel B athletic field. Debt payments on the bond will continue through 2030. The CPC is advised that it is necessary to appropriate the debt service payments annually.

**PROJECT NO. 20
ADMINISTRATIVE COSTS**

The CPC recommends the appropriation of \$12,000 from the FY 2019 Estimated Revenues to fund the Community Preservation Committee's anticipated administrative costs. These costs include a stipend for the CPC administration liaison position in the Office of Planning & Community Development, annual membership dues in the statewide community preservation coalition, and other recurring expenses including note taking at meetings, legal advertising, and city solicitor review of legal documents when necessary. Excess funds remaining in this account at the end of the fiscal year revert to the general Community Preservation Fund.

The CPA category for this appropriation is Administration.

COMMUNITY PRESERVATION COMMITTEE – EVALUATION CRITERIA

The Newburyport Community Preservation Committee gives preference to proposals which address as many of the following general criteria as possible:

1. Eligible for Community Preservation Act (CPA) funding according to the requirements described in the CPA legislation (Chapter 44B of Mass. General Laws).
2. Consistent with the Master Plan, Open Space and Recreation Plan, Land Use and other planning documents that have received public scrutiny and input.
3. Preserve and enhance the essential character of the city.
4. Protect resources that would otherwise be threatened.
5. Serve more than one CPA purpose or demonstrate why serving multiple needs is not feasible.
6. Demonstrate practicality and feasibility, and that the project can be implemented within budget and on schedule.
7. Produce an advantageous cost/benefit value.
8. Leverage additional public and/or private funds (eg. qualify the project for additional grants from other sources) or receive partial funding from other sources and/or voluntary contributions of goods or services.
9. Preserve or improve utility of currently owned city assets.
10. Receive endorsement by other municipal boards or departments and broad-based support from community members.

CATEGORY SPECIFIC CRITERIA

The Community Preservation Act funds three key community interests: open space, historic preservation, and affordable housing. Public recreation projects may also be funded.

1. **Open Space** proposals which address as many of the following specific criteria as possible will receive preference for funding:
 - Permanently protect important wildlife habitat, particularly areas that include:
 - locally significant biodiversity;
 - variety of habitats with a diversity of geologic features and types of vegetation;
 - Endangered habitat or species of plant or animal.
 - Preserve active agricultural use.
 - Provide opportunities for passive recreation and environmental education.
 - Protect or enhance wildlife corridors, promote connectivity of habitat or prevent fragmentation of habitats.
 - Provide connections with existing trails, protected open space or potential trail linkages.
 - Preserve scenic views.
 - Border a scenic road.
 - Protect drinking water quantity and quality.
 - Provide flood control/storage.
 - Preserve and protect important surface water bodies, including streams, wetlands, vernal pools or riparian zones.
 - Buffer for protected open space, or historic resources.

2. **Historic Preservation** proposals which address as many of the following criteria as possible will receive preference for funding:
 - Protect, preserve, enhance, restore and/or rehabilitate historic, cultural, architectural or archaeological resources of significance, especially those that are threatened.
 - Protect, preserve, enhance, restore and/or rehabilitate city-owned properties, features or resources of historical significance.
 - Protect, preserve, enhance, restore and/or rehabilitate the historical function of a property or site.
 - Demonstrates a public benefit.
 - Ability to provide permanent protection for the historic resource.
3. **Affordable Housing** proposals which address as many of the following criteria as possible will receive preference for funding:
 - Contribute to the goal of 10% affordability as defined by chapter 40B of Mass. General Laws.
 - Promote a socioeconomic environment that encourages a diversity of income.
 - Provide housing that is harmonious in design and scale with the surrounding community.
 - Intermingle affordable and market rate housing at levels that exceed state requirements for percentage of affordable units pursuant to chapter 40B.
 - Ensure long-term affordability.
 - Address the needs of range of qualified household, including very low, low and low-to moderate income families and individuals.
 - Provide affordable rental and affordable ownership opportunities.
 - Promote use of existing buildings or construction on previously-developed or city-owned sites.
 - Convert market rate to affordable units.
4. **Recreation** proposals which address as many of the following criteria as possible will receive preference for funding:
 - Support multiple recreation uses.
 - Serve a significant number of residents.
 - Expand the range of recreational opportunities available to city residents of all ages.
 - Jointly benefit Conservation Commission and Parks Commission initiatives by promoting recreation, such as hiking, biking, and cross-country skiing.
 - Maximize the utility of land already owned by city (e.g. school property).
 - Promote the creative use of railway and other corridors to create safe and healthful non-motorized transportation opportunities.

ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 26, 2018

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

BE IT ORDERED, that:

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

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

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

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

Nothing contained herein shall prevent the Parking Clerk from collecting and retaining information of a general nature, without Personally Identifiable Information, to be used for parking reports and studies.

Councillor Sharif I. Zeid

In City Council June 25, 2018:

Motion to remove from Public Safety by Councillor Devlin, seconded by Councillor Zeid. So voted. Motion to approve as amended by Councillor Devlin, seconded by Councillor Giunta. Roll call vote, 10 yes, 1 absent (Khan). Motion passed.

COMMITTEE ITEMS

July 16, 2018
Committee on Budget & Finance

- **TRAN015_06_11_18** – Solid Waste Fee \$15K to Resiliency Plan
Technical Assistance \$15K.



City of Newburyport
FY 2018
BUDGET TRANSFER REQUEST

TRAN015_06_11_18
01/18

RECEIVED
 CITY CLERK'S OFFICE
 NEWBURYPORT, MA

2018 JUN -5 PM 1:54

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 6/11/2018

Transfer From:

Account Name	<u>Solid Waste Fee</u>	YTD Bal:	<u>\$ 318,544.06</u>
Account Number:	<u>2747-59600</u>	Trans In:	<u></u>
Amount:	<u>\$35,000.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Available:	<u>Funded through compost and bulk sticker fees.</u>		
<u>This transfer is the standard method for moving funds from Reserve for Appropriations accounts into General Fund accounts.</u>			

Transfer To:

Account Name	<u>Resiliency Plan Technical Assistance</u>	YTD Bal:	<u>\$ -</u>
Account Number:	<u>New account</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$15,000.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Required:	<u>To provide technical assistance in writing the City's Resiliency Plan, currently being drafted by the ad-hoc Community Resiliency Committee. See attached explanatory memorandum.</u>		

Transfer To:

Account Name	<u>Household Hazardous Waste</u>	YTD Bal:	<u>\$ (16,728.28)</u>
Account Number:	<u>01519002-53424</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$20,000.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Required:	<u>To cover funding of hazardous waste account expenditures at the recycling center.</u>		

APR 6/11/18

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

Donna D. Holaday
Ethan R. Manning

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



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR

DONNA D. HOLADAY, MAYOR

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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

JUN -5 PM 1:56

To: President Connell & City Councilors

Date: June 4, 2018

Re: Transfer request to develop Resiliency Plan for Newburyport and Plum Island

From: Donna D. Holaday, Mayor

As you may know, I convened a Community Resiliency Committee (CRC) in 2015 for the purpose of preparing our city for the devastating impacts that climate change/storm surge will bring upon us. The mission of the CRC is to analyze, coordinate and develop a plan in conjunction with regional planning efforts to increase community resilience related to impacts of climate change including sea level rise, storm surge, flooding and extreme weather events throughout the City. Further, the committee will advocate for and oversee implementation of the plan's recommendations.

As part of their efforts, they have worked on a number of federal and state grant projects that have focused on resiliency and adaptation measures, most notably the Great Marsh Coastal Adaptation Plan funded by the Hurricane Sandy Coastal Resiliency Competitive Grants Program and the more recent Municipal Vulnerability Preparedness (MVP) Community Resilience Building (CRB) Workshop provided by MA Executive Office of Energy and Environmental Affairs.

The Committee is now preparing to draft our city's own Resiliency Plan but need the assistance of a consultant in writing the final Plan. We request the City Council provide \$15,000 in the FY19 Budget to fund the services of a technical writer. This is a critical document that must be developed to place Newburyport in a competitive position for future resiliency grants. The Committee members will provide input and remain active in preparing the final Plan but they do not have the resources to do the writing themselves so they requested assistance.

Thank you for your consideration on this matter.

July 16, 2018
Committee Items-
Planning & Development

Order046_06_25_18 -- Preservation Restriction in 496 Merrimac Street

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 25, 2018

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 Tricia Whitcomb, for the property located at 496 Merrimac Street, Newburyport; 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, and 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.

Councillor Charles F. Tontar

PRESERVATION RESTRICTION AGREEMENT

between

Tricia Whitcomb

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

Property Address: 496 Merrimac Street, Newburyport, MA

THIS PRESERVATION RESTRICTION AGREEMENT is made this ___ day of _____, 2018 by and between Tricia Whitcomb ("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 administered, managed and enforced by its agent, the Newburyport Historical Commission, located at 60 Pleasant Street, Newburyport, Massachusetts, 01950 ("Commission").

WHEREAS, the Grantor is the owner of land with the buildings thereon known as 496 Merrimac Street, Newburyport, Essex County, Massachusetts 01950, being hereafter referred to as (the "Property"), and being the Property conveyed to the Grantor in a deed recorded at the Southern Essex District Registry of Deeds, at Book 36628, Page 67 and being more particularly described in Exhibit A incorporated herein by reference and attached hereto, said Property is improved by a building thereon, referred to hereinafter as "the Building", described as follows:

a ca. 1873 small two-story, three-bay, single family dwelling with gable roof, and one-story rear addition with shed roof, post and beam construction with two rooms on each floor;

WHEREAS, the cultural, historical and architectural significance of the Building emanates from its construction in ca. 1873, the Building is important as a surviving example of modest late-19th century residential architecture, and it is important to the public's enjoyment and appreciation of Newburyport's architectural and historical heritage (the "Preservation Values"); and

WHEREAS, Grantor and Grantee recognize the Preservation Values 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 the Property; and

WHEREAS, the Building's and Property's Preservation Values are documented with the following;

E:\cases\17-112\496 merrimac street pres res 6-20-18.doc

Massachusetts Historical Commission Inventory Building Form prepared in April, 2017 by Eric Dray (Exhibit B), attached hereto and incorporated herein by this reference,

Four (4) photographs taken by Karen Damon in October, 2017 (Exhibit C), attached hereto and incorporated herein by this reference,

Newburyport Assessors' Parcel Map with Building Footprint (Exhibit D), attached hereto and incorporated herein by this reference,

Exhibits A, B, C and D are hereinafter referred to as the "Baseline Documentation", which Baseline Documentation the parties agree provides an accurate representation of the Building as of the effective date of this grant;

WHEREAS, the Grantor's predecessors in title, David Hamel and Karen Damon obtained a Special Permit under Section VI-C of the Newburyport Zoning Ordinance from the Planning Board on July 19, 2017 whereby a condition of the grant of said permit is the recording of a long term historic preservation restriction ("Restriction" or "Preservation Restriction"); and

WHEREAS, in consideration of the grant of said Special Permit and to ensure the preservation of the aforementioned Building 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, Section 27 ("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 40A, authorized and directed by the Grantee to manage the Property and Buildings burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this preservation 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 in perpetuity this Restriction over the Property and exterior of the Building to be administered, managed and enforced by the Commission.

1. Purpose: It is the Purpose of this Restriction to assure that, the architectural, historic, and cultural features of the exterior of the Buildings will be retained and maintained forever substantially in their current condition or in a restored condition approved by the Commission for preservation purposes and to prevent any use or change of the Property or the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building.

2.1. 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 as currently exists. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve

the exterior of the Building. It is acknowledged that the original historic house is vastly changed from its inception, but keeping the form, size and massing are important. Keeping the proportions and scale of the original building, and maintaining or using in-kind exterior materials during any rehabilitation, are the things achievable at this location. 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 of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards"). Grantor's covenant herein shall be limited to funds reasonably available therefore. Should the parties disagree as to the need of maintenance or the availability of funds the matter may be submitted by either party for arbitration pursuant to the Massachusetts arbitration statute then in effect.

2.2. 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 and except to the extent the non-historic 1960's era addition and deck may be removed;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Building and the building proposed in the Special Permit, 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 Grantee, except that the Grantee shall not deny approval of an addition to the rear of the home with an area of 500sf for a first floor addition and 1000sf for a two story addition with the following basic parameters:

The addition should be set in from either side of the existing house by at least 1 foot. It should have a gable roof, pitch does not have to match the existing house as they cannot be seen together, but the height of any addition should not exceed the height of the existing house. The eave height may match the existing eave or be lower, but should not be higher.

Covering the existing rear windows is acceptable.

- e. moving the Building to another location shall be forbidden without prior approval of the Commission.

3. Conditional Rights Requiring Grantee Approval: Except as set forth in paragraph 3 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 or trees or very large shrubs without approval of the Commission.

Activities by Grantor to maintain the Building and the Property 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 the Restriction Guidelines (Exhibit E), which are attached to this Agreement and hereby incorporated by reference.

4. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 3 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;
- b. pursuant to the provisions of Paragraph 3.1, 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 4;

5. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out hereinabove two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Commission a timetable for 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 and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

6. 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.

7. Casualty Damage or Destruction: In the event that 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 the damage or destruction, such notification including what, if any, 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 report shall include the following:

- a. an assessment of the nature and extent of the 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.

8. Review After Casualty Damage or Destruction: If, after reviewing the report provided in Paragraph 8 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, 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 22 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, 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.

9. 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.

10. 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, commissions, 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.

11. 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: Tricia Whitcomb
496A Merrimac Street
Newburyport, MA 01950

Grantee: City of Newburyport
c/o Newburyport Historical Commission
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.

12. Evidence of Compliance: Upon 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.

13. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect 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.

14. 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 the 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.

15. 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) 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.

16. 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.

17. Runs with the Land: Except as provided herein, 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 this Restriction. This Restriction shall extend to and be binding upon Grantor and Grantee, their 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 sufficient interest in the Property by reason of a bona fide transfer to the extent that the Grantor cannot exert sufficient control over the Property in order to carry out the provisions of this Restriction. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent 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.

18. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar 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, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

19. 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.

20. 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, and the Newburyport Historical Commission, and its being recorded with the Southern Essex County District Registry of Deeds.

21. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the 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 public hearings by the City of Newburyport 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.

22. 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 interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

23. 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 in all cases govern. Except as provided in the preceding sentence, each 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.

24. 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 increment 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 County 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.

25. 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 to determine that such a release is in the public interest.

[the remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Grantor sets her hand and seal this _____ day of _____, 2018.
By:

GRANTOR:

Tricia Whitcomb

Commonwealth of Massachusetts

Essex, ss.

On this _____ day of _____, 2018 before me, the undersigned notary public, personally appeared Tricia Whitcomb and proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

Seal

IN WITNESS WHEREOF, the Grantor sets her hand and seal this _____ day of _____, 2018.

By:

GRANTOR:

Tricia Whitcomb
by _____ her Attorney in Fact
under Power of Attorney,
found in a condominium unit deed recorded with
the Essex South District Registry of Deeds
at Book 36628, Page 067.

Commonwealth of Massachusetts

Essex, ss.

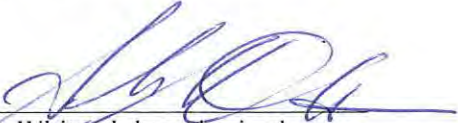
On this _____ day of _____, 2018 before me, the undersigned notary public, personally appeared the aforementioned _____ and proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is shown above, and acknowledged to me that the foregoing instrument is the free act and deed of Tricia Whitcomb and that she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

Seal

ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION

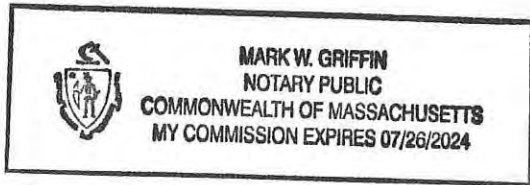
On June 27, 2018, the Newburyport Historical Commission, by majority vote, voted to Approve and Accept this Agreement.


Sarah White, duly authorized
Chair, Newburyport Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex ,ss.

On this 27th day of June, 2018, before me, the undersigned notary public, personally appeared Sarah White, 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 on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as duly authorized Chair of the Newburyport Historical Commission.



Seal


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 _____, 2018, 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 in 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 _____, 2018, before me, the undersigned notary public, personally appeared Richard B. Jones, 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 on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the City of Newburyport.

Notary Public
My Commission Expires:

Seal

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, Donna D. Holaday, 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 on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Mayor of the City of Newburyport.

Notary Public
My Commission Expires:

Seal

EXHIBIT A
LEGAL DESCRIPTION

The Unit ("Unit") known as Unit No. 496A Merrimac Street, Newburyport, Massachusetts, known as the 496 Merrimac Street Condominium ("Condominium") a condominium established pursuant to Massachusetts General Laws Chapter 183A, by Master deed dated March 22, 2018, recorded with Essex South Registry of Deeds on March 26, 2018, at Book 36603, Page 77, as amended ("Master Deed"), which Unit is shown on the floor plans ("Plans") of the Building recorded in said Deeds at Plan Book 464, Plan 71, to which is affixed the verified statement of a registered architect in the form required by Section 9 of Chapter 183A. Unit 496A contains 1,827± square feet.

Being a portion of the premises conveyed by deed of David R. Hamel dated May 31, 2012, recorded with the Essex South District Registry of Deeds at Book 31427, Page 479.

EXHIBIT B

Massachusetts Historical Commission Inventory Building Form prepared in April, 2017 by Eric Dray

FORM B – BUILDING

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

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

69-1 Newburyport NWB.3019

Town/City: NEWBURYPORT

Place: *(neighborhood or village):*

Photograph



Address: 496 Merrimac Street

Historic Name: Dyke, William and Harriet House

Uses: Present: Residential

Original: Residential

Date of Construction: 1873

Source: Deed research, vital records

Style/Form: Vernacular

Architect/Builder: Unknown

Exterior Material:

Foundation: Fieldstone, cement block

Wall/Trim: Wood clapboard/ Wood

Roof: Asphalt shingles

Outbuildings/Secondary Structures:

Major Alterations *(with dates):*

Rear addition (1960s)

New siding, front door, windows (ca. 2016)

Condition: Good

Moved: no yes **Date:**

Acreage:

Setting: This property is located on the north side of Merrimac Street, towards the west end of the street. The surrounding area consists of modest 20th century single and multi-family houses and a few 18th and 19th century single and two-family houses. The historic houses are all set close to the street. This house is surrounded by lawn except on the west side where a small asphalt parking area abuts the house. The long narrow parcel slopes down gently from the street.

Locus Map



Recorded by: Eric Dray, Preservation Consultant, for

Organization: Brewster Historical Commission

Date *(month / year):* April, 2017

INVENTORY FORM B CONTINUATION SHEETMASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

NEWBURYPORT 496 MERRIMAC STREET

Area(s) Form No.

NWB.3019

 Recommended for listing in the National Register of Historic Places.*If checked, you must attach a completed National Register Criteria Statement form.**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.*

This modest house consists of a two-story main block that is three bays wide by one bay deep, and a one-story addition with shed roof, built in the 1960s, that spans the rear elevation. The house has post and beam framing and has two rooms on each floor. The house rests on what was originally a fieldstone foundation that is now partially composed of cement block as well. The land slopes down behind the house revealing more of the foundation. The walls are clad in new wood clapboard siding with narrow cornerboards. The gable roof is clad in asphalt shingles and has deeply-projecting eaves. A very narrow parged chimney rises off-centered from the roof ridge. The house originally had a centered chimney. The main entrance is centered on the front elevation. Fenestration on this elevation appears to have originally been a symmetrical arrangement of two windows on both stories, but the lower left window has been replaced with a modern window system. The left side elevation has a smaller 6/6 window on the first story and a taller 6/6 window on the second story. The right side elevation has a taller 6/6 window on the first story and a narrow transom window set high in the gable. The windows are all replacements and have a 6/6 muntin pattern; the original windows may have had a different configuration. The windows are all set in flat surrounds.

As noted above, the house has post and beam framing with mortise and tenon construction. This type of construction is unusual for the late-19th century and may indicate that this house is older than 1873 and was remodeled and/or moved to this location. Further site analysis is needed to confirm the age of the framing materials.

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.*

In 1872, Harriet Dyke of Hadley, MA purchased the majority of this current parcel for \$271.50 from Henry W. Moulton of Newburyport (Book 857/Page 235). In the spring of the following year, Harriet purchased an adjacent 10' strip of land for \$50 that brought the parcel to its current size (Book 882/Page 295). A review of records from that time period (Directories, deeds, Census records, and maps) indicates that this house was built by 1873.

Harriet Dyke (ca. 1823-1893) was married to William A. Dyke (ca. 1829-1908). Both were born in England. William immigrated to the US when he was a child (1837) which would mean that they met and married each other in the US. According to the 1880 US Census, William was working as a laborer and they had one child, an 8 year old "adoptive" daughter named Julia. Julia (ca. 1872-1948) also went by the name Julia O'Connell, including in a 1900 conveyance when William Dyke deeded her this house (Book 1599/Book 515). Her birth parents, Daniel and Margaret (Bowlen) O'Connell, were born in Ireland, and Julia was born in Massachusetts. Julia's mother died in 1874 when Julia was two, which could have been a reason for the adoption. The 1940 US Census reveals that Julia had an older sister, Margaret O'Connell, living with her. Margaret was born in Ireland in ca. 1866. The Newburyport Directories show her living with Julia on Merrimac Street from 1940-1943.

Further research has revealed a third daughter of Daniel and Margaret O'Connell, Catherine, who was also born ca. 1872 (perhaps Julia's twin). She married O. Blanchard George in 1904 in West Newbury. Julia died in 1948, and Catherine (O'Connell) George was the administrator of Julia's estate and conveyed this house that same year to Gladys M. Robinson of Newburyport (Book 3633/Page 57). Gladys only owned the property for one year, selling it in 1949 to John R. and Lena B. Pearson of Amesbury (Book 3680/Page 511). They only owned it for 6 months, selling it that same year to Dorothy J. and Thomas P. Lennox of Newburyport (Book 3704/Page 337). In 1955, Arthur J. Cobb and Dorothy J. Cobb (formerly Dorothy Lennox) conveyed the property to Everett C. and Leah Strangman of Newburyport (Book 4167/Page 72). Three years later (1958), they sold the property to Irving C. and Cecile L. Hamel of Newburyport (Book 4496/Page 540). The property is now owned by David R. Hamel and Karen Damen.

Continuation sheet 1

INVENTORY FORM B CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

NEWBURYPORT 496 MERRIMAC STREET

Area(s) Form No.

NWB.3019

BIBLIOGRAPHY and/or REFERENCES

Southern Essex Registry of Deeds
Topographical Map of Massachusetts, Newburyport, 1871
Tulley, Linda P., "House History of 496 Merrimac Street, Newburyport, MA," 2017
www.ancestry.com - Vital records, US Census (1880, 1910, 1920, 1930, 1940)



Newburyport Assessor sketch.

Continuation sheet 2

EXHIBIT C

Four (4) photographs taken by Karen Damon in October, 2017

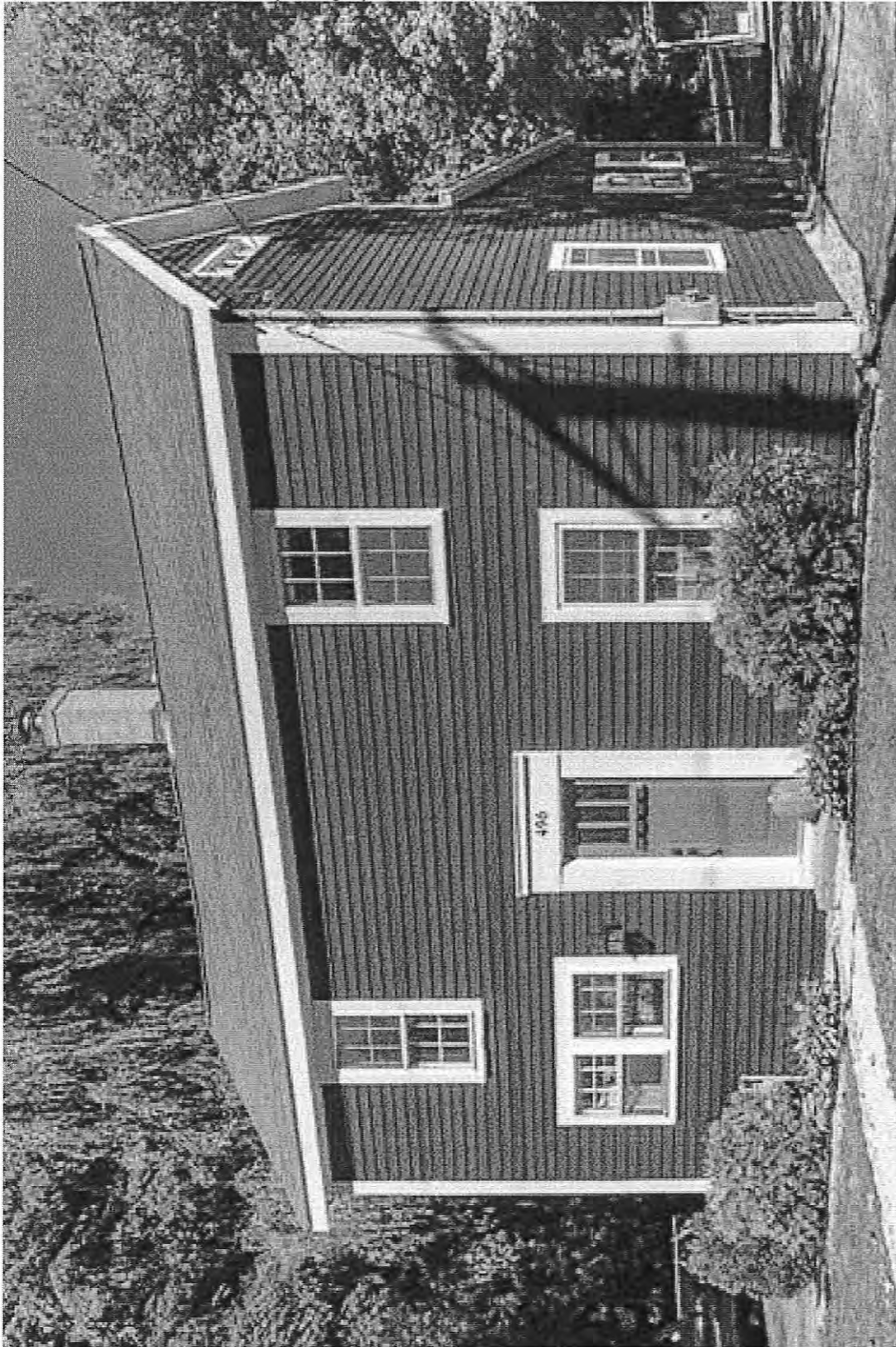


Photo 1. View looking northwest.



Photo 2. View looking north.

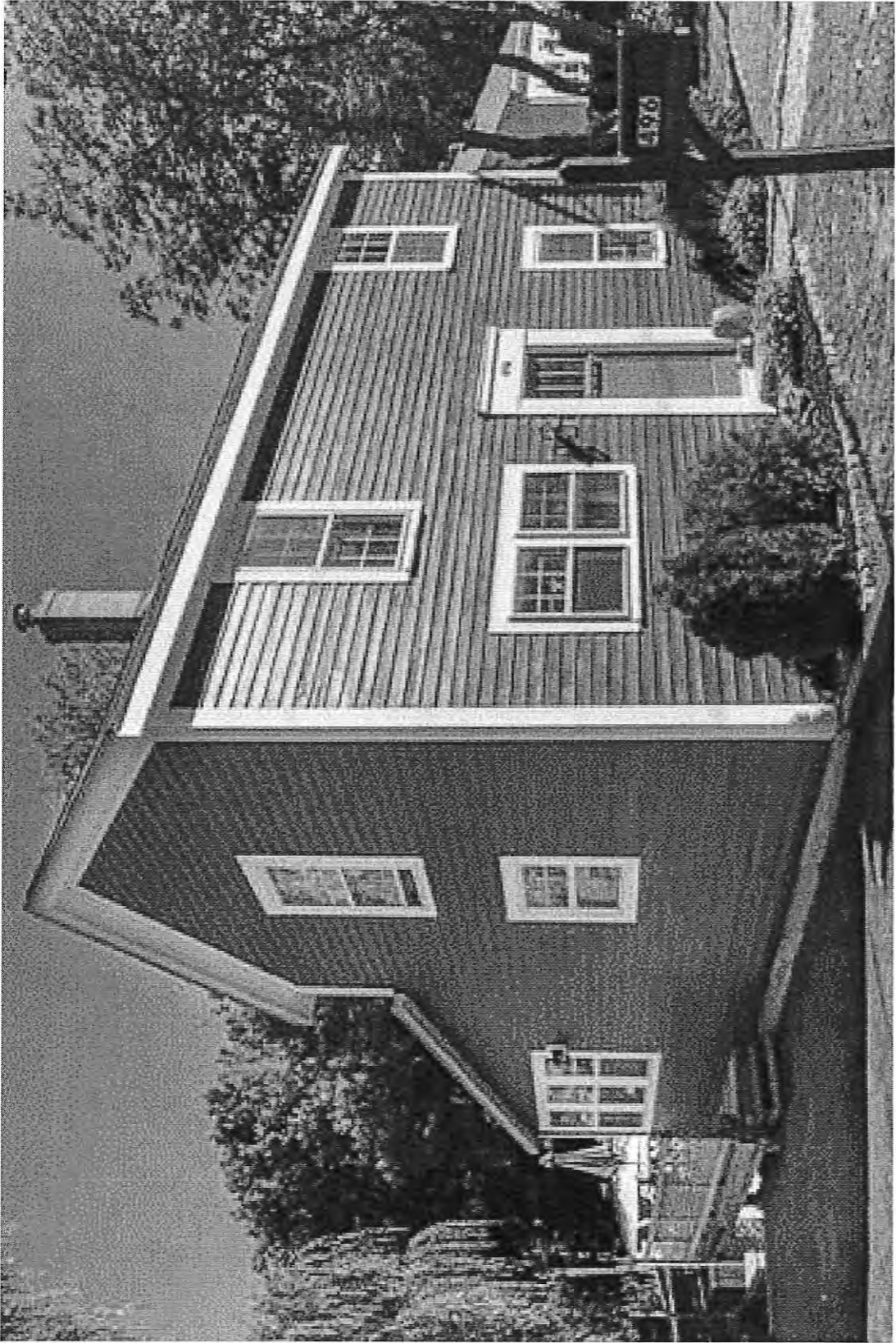


Photo 3. View looking northeast.

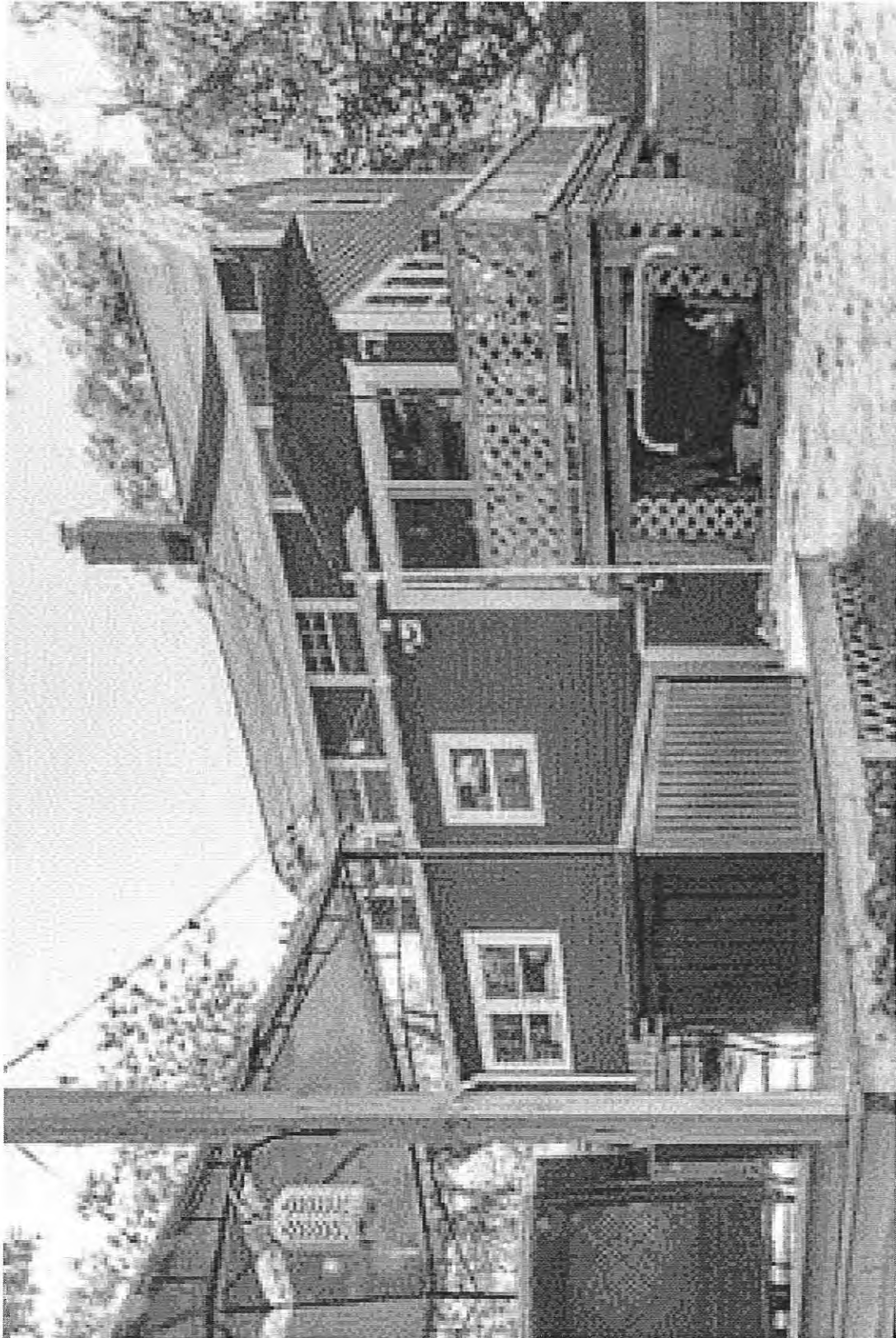


Photo 4. View looking southeast.

EXHIBIT D
Newburyport Assessor Map for 496 Merrimac Street

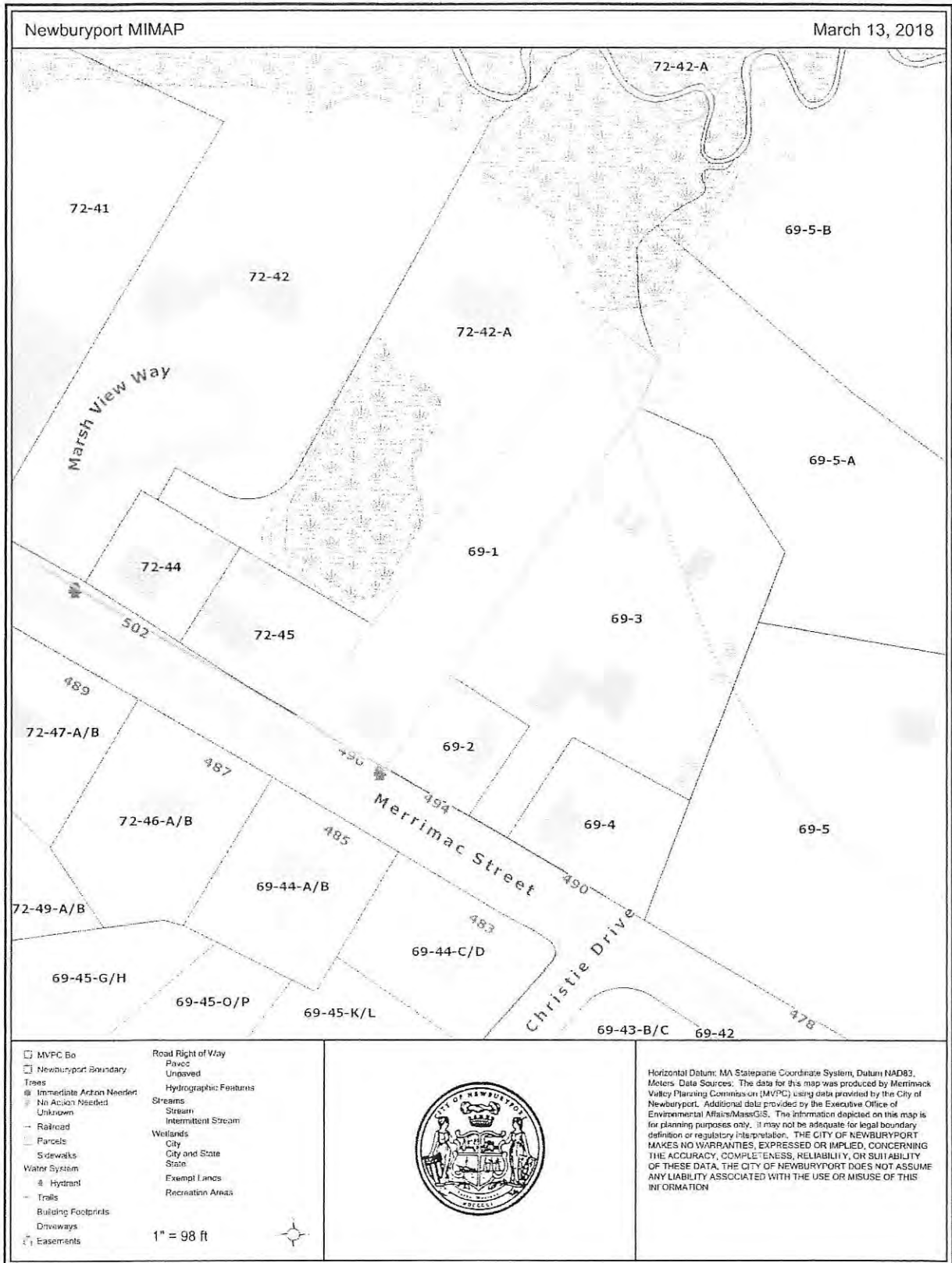


EXHIBIT E Restriction Guidelines

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, including the Building. Under this paragraph, permission from the Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Commission review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Commission, 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 building owners.

PAINT

Minor – Exterior 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 ornamental ironwork, stone, decorative or significant woodwork.

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 ELEVATIONS AND ROOF

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.

Changes classified as major alterations are not necessarily unacceptable. In fact approval of such changes shall not be unreasonably withheld. Under the Preservation Restriction such changes must be reviewed by the Commission and their impact on the historic integrity of the Building assessed.

It is the responsibility of the property owner to notify the Commission 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 Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. The Commission will attempt to work with property owners to develop mutually satisfactory solutions that are in the best interests of the Property.

July 16, 2018

Committee Items-License & Permits

ODNC023_05_29_18 Waterway Fees

COMM055_06_25_18 Movable Sign Sweethaven Gallery

COMM056_06_25_18 Movable Sign Salt and Grove

COMM060_06_25_18 Movable Sign Vintage Chic

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 29, 2018

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

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

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

(e) Waterways fee.

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

Councillor Joseph H. Devlin

Councillor Gregory D. Earls

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

#60
hsp

APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY

2018 JUN 13 AM 11:40

Application Fee \$100.00

Date: 6/13/18

FOR CITY CLERK'S OFFICE ONLY

Date Recorded 6/13/18

Amount Paid 100.00

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 GREG NIKAS

Home address of applicant 69 LIME ST.

City, State, Zip of applicant NEWBURYPORT, MA 01950

Telephone of applicant 978-465-7656

Name of business SWEETHAVEN GALLERY

Address of business 25 L INN ST. NEWBURYPORT (BASEMENT SPACE)

Telephone of business 978-465-7656

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

issued

- 1. TOP OF STAIRWELL ON INN ST. BY THE FOUNTAIN - ~~DIRECTLY~~
- 2. STATE ST. SIDEWALK IN FRONT OF VALERIE'S GALLERY AT END OF PATS THROUGH.

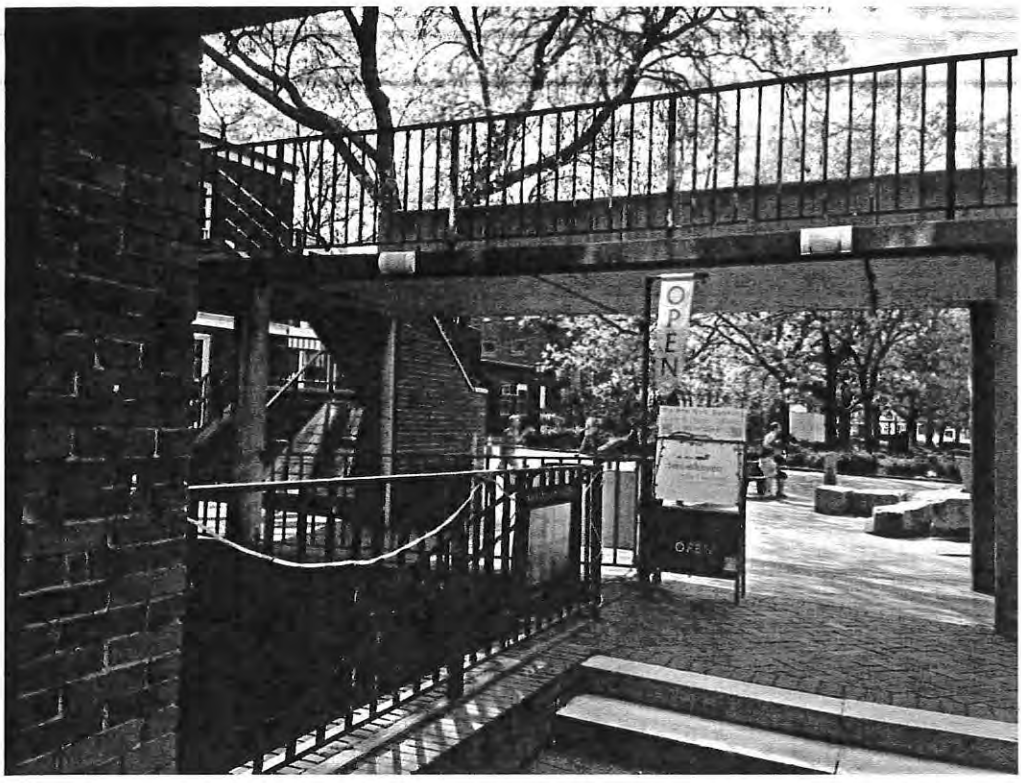
RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY

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 6-13-18

PHOTO #1



LOOKING FROM END OF PASS THROUGH TOWARDS
MAIN ST.

PHOTO #2



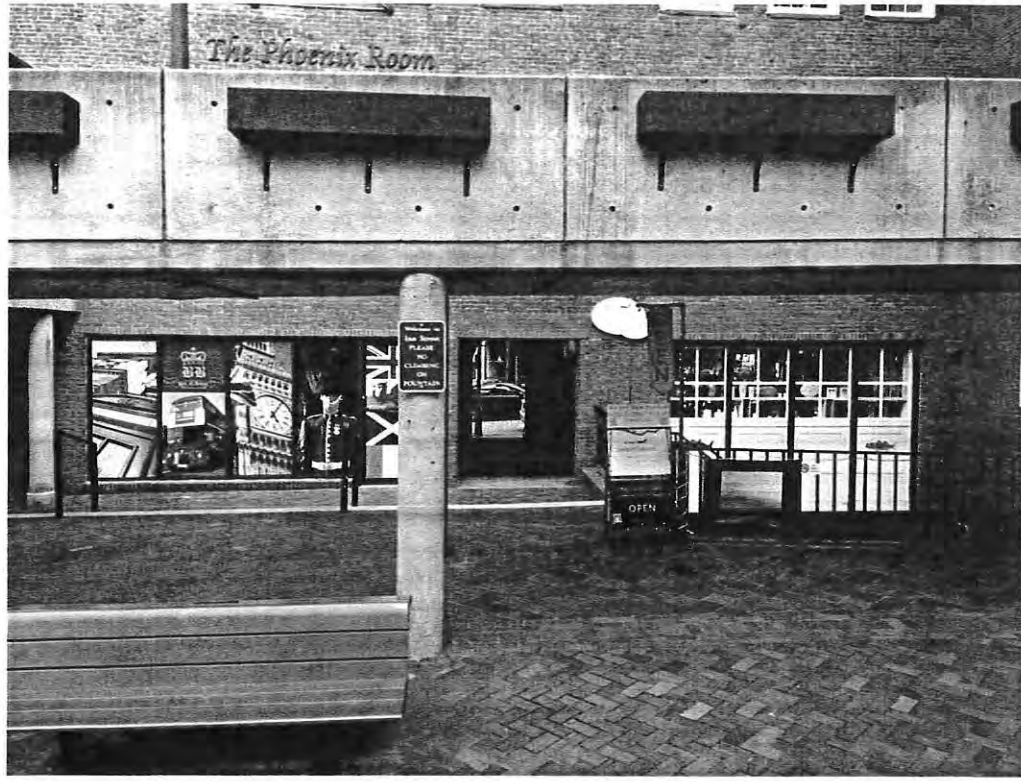
LOOKING INTO STAIRWELL FROM TOP OF STAIRS
on MAIN ST.

PHOTO #3



LOOKING AT STAIRWELL ON
W 111 ST.

PHOTO #4



LOOKING AT STAIRWELL FROM FOUNTAIN.

PHOTO #5



LOOKING TOWARDS INN ST.
FROM STATE ST. SIGN ON
INN ST. VERY HARD TO SEE FROM STATE ST.

PHOTO #6



LOOKING AT PASSTHROUGH FROM STATE ST.

RECEIVED
CITY CLERK'S OFFICE

APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY

Application Fee \$100.00

2018 JUN 13 PM 2:21

FOR CITY CLERK'S OFFICE ONLY

Date Recorded _____

Amount Paid _____

Date: 6/13/18

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 Salt & Grove / Sarah Landry

Street Address of Applicant 7 Prince Place #102

City, State, Zip of Applicant Newburyport, MA 01950

Telephone Number of Applicant 978 225 0240

Name of Business Salt & Grove

Address of Business (same as above)

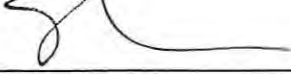
Telephone Number of Business 978 225 0240

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

on NW corner of Prince Place and State Street

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 6/13/18

LATE FIVE COMM 06-06-25-18
LAP

APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY

Application Fee \$100.00
Date: 6/7/18

2018 JUN 11 PM 3:32

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 Kimberley Wilson

Home address of applicant 5 Bromfield Ct.

City, State, Zip of applicant Newburyport, MA 01958

Telephone of applicant 978.255.1658

Name of business Vintage Chic

Address of business 31R Pleasant St. Newburyport

Telephone of business 978.255.1658

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

A Frame - Open Sign at entrance of Tracey Place near Pleasant Street

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 Kimberley Wilson Date 6/7/18

To LAP
6/7/18
1 present (BU)



VINTA-2

OP ID: CHCR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Macdonald & Pangione Insurance 104 Main Street North Andover, MA 01845 Craig S Childs	978-688-6921	CONTACT NAME: Craig S Childs	PHONE (A/C, No, Ext): 978-688-6921	FAX (A/C, No): 978-688-5350
	E-MAIL ADDRESS: craig@mpins.net			
INSURER(S) AFFORDING COVERAGE				NAIC #
INSURER A: Concord General Mutual Ins Co				20672
INSURER B:				
INSURER C:				
INSURER D:				
INSURER E:				
INSURER F:				

INSURED
Vintage Chic
Kim Wilson DBA
5 Broomfield CT
Newburyport, MA 01950

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			20020300	07/13/2017	07/13/2018	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							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
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			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)
retail store evidencing sign coverage. Certificate holder is listed as an additional insured

CERTIFICATE HOLDER

CANCELLATION

CITY OF N

City Of Newburyport
60 Pleasant Street
Newburyport, MA 01950

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

AUTHORIZED REPRESENTATIVE

July 16, 2018
Committee Items-Public Safety

- **COMM053_06_25_18** Block Party – Temple Street - 8/2/2018
- **COMM054_06_25_18** Block Party – Dove Street - 8/4/2018
- **COMM059_06_25_18** LATE FILE Slow Bike Race-8/1/2018

0

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 JUN 13 AM 10:22



CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

BLOCK PARTY APPLICATION

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

DATE OF REQUEST: 6/12/18

FIRST AND LAST NAME: Susan Crawford, Marie Roy

CONTACT INFORMATION

FIRST AND LAST NAME: Chlee Woodworth

MAILING ADDRESS: 52 Temple St

PHONE NUMBER: 978 376 1093 / 978 402-2010

E-MAIL ADDRESS: pcbahati@yahoo.com

BLOCK PARTY INFORMATION

BLOCK PARTY DATE: Aug 2 2018

DESIRED STREET CLOSING LOCATION: Temple St. from Federal to Fair
Please indicate cross streets when requesting the closing of street sections Streets

STREET TO BE BARRICADED: Temple St

DESIRED STREET CLOSING TIME: 6 to 9 pm -
Block Parties should run no later than 10:00 p.m.

Bed Race - Federal St. closed for at least 1 hour

REGULATIONS

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

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

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

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

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

Applicant Signature

Julia Woodrath

Date

6/10/2018

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHALL

4 Green Street

FIRE CHIEF

Greenleaf Street

DEPUTY DIRECTOR

1 Perry Way

CITY CLERK

60 Pleasant St.

RC
LT. Thaler
[Signature]
[Signature]

City use only:

Approved _____

-Denied _____

Date _____



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

ps

2018 JUN -8 AM 10:42

CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

BLOCK PARTY APPLICATION

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

DATE OF REQUEST: June 4, 2018

CONTACT INFORMATION

FIRST AND LAST NAMES: Milissa Duncan

MAILING ADDRESS: 14 Dove St. Newburyport, MA

PHONE NUMBER: 978-499-9736

E-MAIL ADDRESS: djdener@msn.com

BLOCK PARTY INFORMATION

BLOCK PARTY DATE: Sat. August 4, 2018

DESIRED STREET CLOSING LOCATION: Dove St from MonroeSt to MerrimacSt
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: Dove St.

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

REGULATIONS

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

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

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

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

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

Applicant signature: Melissa Duncan Date: June 4, 2018

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHALL *RL*
4 Green Street

FIRE CHIEF *Dep SHB 6/5/18*
Greenleaf Street

DEPUTY DIRECTOR *[Signature]*
1 Perry Way

CITY CLERK *[Signature]*
60 Pleasant Street

City use only:

Approved _____ Denied _____ Date _____

PS

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. #978-761-5488

Fax.

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

2018 JUN 25 AM 10:21
CITY OF NEWBURYPORT
RECORDS/HUMAN RESOURCES

NAME OF EVENT: Slow Bike Race (fundraiser for Coastal Trails Coalition)

Date: 8/1/18 Time: from 4:00 pm to 8:00 pm

Rain Date: None Time: from _____ to _____

2. Location: Pleasant Street (between Green & Titcomb), Newburyport, MA

3. Description of Property: City street Public Private _____

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

Contact Person Michele L. Norton, CTC Board Member

Address: PO Box 1016, Newburyport, MA 01950 Telephone: 978-761-5488

E-Mail: michlnort16@gmail.com (or info@coastaltrails.org) Cell Phone: 978-761-5488

Day of Event Contact & Phone: Michele L. Norton, Race Director/#978-761-5488

5. Number of Attendees Expected: +/-200

6. MA Tax Number: _____

7. Is the Event Being Advertised? Yes _____ Where? Social Media, NBPT Chamber Guide Book, YH Program Book

8. What Age Group is the Event Targeted to? 5-100 (all ages)

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

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

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

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

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____
Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

If yes:

- a) How many trash receptacles will you be providing? 3-4
- b) How many recycling receptacles will you be providing? 1-2
- c) Will you be contracting for disposal of : **Trash** Yes No **Recycling** Yes No
 - i. If yes, size of dumpster(s): **Trash** _____ **Recycling** _____
 - ii. Name of disposal company: **Trash** _____ **Recycling** _____
 - iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes _____ No _____
 - iv. If no, where will the trash & recycling be disposed ? _____

If no:

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

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

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

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____ ROAD RACE X WALKATHON _____

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

2. Name, Address & Daytime Phone Number of Organizer: Coastal Trails Coalition
Michele L. Norton, Race Director #978-761-5488
PO Box 1016
Newburyport, MA 01950

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up Same as #2

4. Date of Event: 8/1/18 Expected Number of Participants: +/-50

5. Start Time: 4:00 pm Expected End Time: 8:00 pm

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**):
Pleasant Street (between Green & Titcomb), Newburyport, MA

7. Locations of Water Stops (if any): N/A

8. Will Detours for Motor Vehicles Be Required? Yes If so, where? No vehicles can drive on Pleasant St. between Green and Titcomb Streets

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:
- Number of Floats: _____
 - Locations of Viewing Stations: _____
 - Are Weapons Being Carried: Yes _____ No _____
 - Are Marshalls Being Assigned to Keep Parade Moving: Yes _____ No _____

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

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 0 Greenleaf St.

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

- (e) *"Road Closure"* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents ten (10) days in advance that neighborhood roads will be closed if no alternate route is available to those residents.
- (f) *"Insurance"* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an insured. The policy shall be no less than two million dollars (\$2,000,000.00).
- (g) *"Event termination"* If in the judgment of the City Marshal, Fire Chief or Department of Public Services (DPS) Director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the Harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.
- (h) *"Event and traffic Security"* The City Marshal, Fire Chief, DPS Director or in the case of a triathlon, the Harbormaster can require special duty personnel to oversee the safety and security of the event. All special duty assignments will be paid by the event organizers.
- (i) *"Clean-up"* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

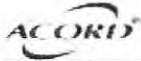
13-101 Enforcement

- (a) *"Regulations"* Consistent with this ordinance, the city shall promulgate regulations to enforce and otherwise implement the provisions of this ordinance upon passage by the City Council. Any event previously approved by City Council shall be deemed permitted.
- (b) *"Warning"* In the circumstance that this ordinance is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the City Clerk and City Council and may be used as a factor in future application approvals and denials.
- (c) *"Noncriminal Disposition"* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in Subsection 1-17 of Chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in 13-101(d)
- (d) *"Violation"* The non-criminal violation shall be \$100.00 for the first offense and \$250.00 for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the City Clerk and City Council and shall be used as a factor in future application approvals and denials.

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

Signed: _____ **Date:** _____

From: Michele Norton michlnort16@gmail.com
 Subject: Can you please print this for me? Thanks!
 Date: Jun 22, 2018 at 09:59:29
 To: arlingtonbill@yahoo.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 6/21/2018

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

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

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760 INSURED Coastal Trails Coalition Inc PO Box 1016 Newburyport MA 01950		CONTACT Alex Campbell NAME PHONE 978-225-6361 FAX (A/C, No. Ext) A/C No: E-MAIL acampbell@easterninsurance.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A Mt Vernon Fire Insurance	
		INSURER B	
		INSURER C	
		INSURER D	
		INSURER E	
		INSURER F	

COVERAGES **CERTIFICATE NUMBER 19 GL** **REVISION NUMBER:**

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

INSR LTD	TYPE OF INSURANCE	ADCL INCL	SUBR EXCL	POLICY NUMBER	POLICY EFF (MM/RR/YYYY)	POLICY EXP (MM/RR/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1000000
A	OWNERS/MAINT. X OCCAS			TSA - 244051 - GL	6/17/2018	6/17/2018	PREMISE - 1 PER POLY \$ 100000 PREMISE - 64 OCCAS \$ 100000 INDUST/AGG OCCAS \$ 1000 PERSONAL & ADV ELEC \$ 1000000 GENERAL AGGREGATE \$ 2000000
	GENL AGGREGATE LIMIT APPLIES PER						PRODUCTS - 00000000 \$
X	ADULTY						PRODUCTS - 00000000 \$
	OTHER						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIM \$ OR SEPARATE
	ANY AUTO						BODILY INJURY (Per Person) \$
	ALL OWNED	SCHEDULED					BODILY INJURY (Per Occas) \$
	ALL OS	AUTO					PROPERTY DAMAGE \$
	HYBRID AUTOS	UNRATED					PER OCCAS \$
		AUTO					\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						PER \$ STATE \$ OTH \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OR CONTRACTOR LABORED? (Mandatory in NH)		Y/N	N/A			EE DISEASE - 00 EMPLOYED \$
	Other (describe other)						EE DISEASE - 00000000 \$
	Employer/Contractor/Professional/Other						\$

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is Additional Insured in respect to General Liability

CERTIFICATE HOLDER City of Newburyport 60 Pleasant Street Newburyport, MA 01950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Koegel/SCMPE
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July 16, 2018
Committee Item-
Rules Committee

Order044_06_25_18 – Cancellation of 08/27/2018 City Council Meeting

*Rules
Committee*

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Date: June 25, 2018

THE CITY COUNCIL of CITY OF NEWBURYPORT hereby cancels the August 27, 2018 Council meeting due to the lighter schedule during the summer months.

Councillor Barry N. Connell