

**CITY COUNCIL MEETING AGENDA - VERSION 2**  
**CITY COUNCIL CHAMBERS**  
**FEBRUARY 11, 2019**

**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**

**CONSENT AGENDA**

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

**7. APPROVAL OF MINUTES**

January 28, 2019

(Approve)

**8. TRANSFERS**

- **TRAN038\_02\_11\_19** Free Cash \$45K to Safe Routes to School Project \$45K (B&F)
- **TRAN039\_02\_11\_19** Free Cash \$40K to Rail Trail Phase II Project \$40K (B&F)

**9. COMMUNICATIONS**

- **COMM110\_02\_11\_19** Port Taxi - Application by Harold Congdon for 2019 (L&P)
- **COMM112\_02\_11\_19** Memo re: Fire-Based EMS Cost/Benefit Analysis (B&F)
- **COMM115\_02\_11\_19** Conservation Restriction - 3 & 5 Collins Farm Road (P&D)

**10. APPOINTMENTS**

- **APPT081\_02\_11\_19** Christian Hansen      29 Hill St      Library Board of Directors      02/01/2026

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

**11. MAYOR'S UPDATE**

**12. COMMUNICATIONS**

- **COMM106\_01\_28\_19** Ad Hoc Committee on Waterfront West: Report to Full Council (**TABLED**)

**13. APPOINTMENTS**

- **NONE**

**14. ORDERS**

- **ORDR087\_02\_11\_19** Preservation Restriction Agreement – 28-30 Pleasant Street
- **ORDR088\_02\_11\_19** Multiple Trust (Stickney, Weare, Connors) Gift Acceptance

- **ORDR089\_02\_11\_19** Handicapped Parking Space – Lower Custom House Way

## 15. ORDINANCES

- **ODNC027\_11\_13\_18** Zoning Map Amendment – Storey Ave (**2<sup>nd</sup> Reading/TABLED**)

## 16. COMMITTEE ITEMS

### Budget & Finance

#### *In Committee:*

- **ORDR007\_01\_29\_18** 41C Amendment
- **ORDR071\_10\_29\_18** CPC FY2019 Custom House Slate Roof
- **ORDR082\_01\_14\_19** Fire Department Fees FY2019
- **TRAN037\_01\_28\_19** Pd Parking Fund \$130K to Parking Rev Collect Sys \$130K
- **COMM107\_01\_28\_19** FY2019 Mid-Year Budget Report

### Education

#### *In Committee:*

- 

### General Government

#### *In Committee:*

- **COMM109\_01\_28\_19** 2019 Election Calendar

### License & Permits

#### *In Committee:*

- **COMM029\_04\_30\_18** Outdoor Seating – West Row Café
- **COMM100\_12\_10\_18** 2019 Class II Vehicle License – RL Currie Corp.
- **COMM104\_01\_14\_19** Seacoast Taxi - Application by Richard Hewlett for 2019
- **COMM108\_01\_28\_19** 2019 Class II Vehicle License – Great Bay Autobody

### Neighborhoods and City Services

#### *In Committee:*

- **ORDR048\_06\_13\_16** Sidewalk Order
- **COMM111\_10\_10\_17** Petition for Road Repairs and Repaving – Squires Glen
- **ODNC028\_11\_26\_18** Parks & Recreation Fees

### Planning & Development

#### *In Committee:*

- **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**)
- **ODNC014\_04\_30\_18** Amendment to Demolition Delay
- **COMM105\_01\_14\_19** Ltr re: Newport Condominiums
- **ORDR083\_01\_28\_19** Custom House Grant of Easement
- **ORDR086\_01\_28\_19** CPC FY2019 Amended Recommendation for Affordable Housing Trust Funds
- **ODNC029\_01\_28\_19** Zoning Map Amendment – Storey Ave South

### Public Safety

#### *In Committee:*

- **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
- **ORDR059\_08\_27\_18** Parking Hales Court, Waterfront Trust
- **COMM086\_09\_24\_18** Ltr from Residents of East Boylston Street
- **COMM087\_09\_24\_18** Ltr re: Coffin Street
- **COMM103\_01\_14\_19** Walk MS - 4/27/2019
- **ORDR084\_01\_28\_19** 15-Minute Parking - Liberty Street
- **ORDR085\_01\_28\_19** Parking - Hours of Operation in Lots

**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

**Rules Committee**

*In Committee:*

- **ORDR057\_08\_27\_18** Amendment to Council Rule 12A
- **ORDR077\_11\_26\_18** Amendment to Council Rule 20

**17. GOOD OF THE ORDER**

**18. ADJOURNMENT**

## CONSENT AGENDA





## REGULAR AGENDA

Motion to approve the Consent Agenda as amended by Councillor Zeid, seconded by Councillor Tontar. So voted.

### 13. MAYOR'S UPDATE

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

### 14. COMMUNICATIONS

- **COMM106\_01\_28\_19** Ad Hoc Committee on Waterfront West: Report to Full Council  
Councillor Vogel recused. Motion to receive and file by Councillor Eigerman, seconded by Councillor Tontar. So voted. Motion to amend, to respectfully request Planning Director to coordinate and facilitate the photo sims as referenced on page 16 of the report, by Councillor Zeid, seconded by Councillor Eigerman. So voted. Motion to sever by Councillor Eigerman, seconded by Councillor Zeid. So voted. Motion to table the motion to receive and file by Councillor Eigerman, seconded by Councillor Khan. Roll call vote, 9 yes, 2 absent (OBrien, Earls). Motion passed. Motion to table by Councillor Eigerman, seconded by Councillor Khan. So voted.
- **COMM109\_01\_28\_19** 2019 Election Calendar  
Motion to refer to General Government by Councillor Zeid, seconded by Councillor Devlin. So voted.

### 15. APPOINTMENTS

#### Second Reading

- |                           |                       |             |                          |          |
|---------------------------|-----------------------|-------------|--------------------------|----------|
| • <b>APPT076_01_14_19</b> | Susanne Marzi Cameron | 5 Milk St   | Affordable Housing Trust | 1/1/2021 |
| • <b>APPT077_01_14_19</b> | David Zinck           | 6 Laurel Rd | Electrical Inspector     | 1/1/2020 |
| • <b>APPT078_01_14_19</b> | Justin Dutcher        | 7 Morin Rd  | Harbor Commission        | 1/1/2022 |

Motion to approve second reading appointments by Councillor Zeid, seconded by Councillor Tontar. Roll call vote, 9 yes, 2 absent (OBrien, Earls). Motion passed.

### 16. ORDERS

- **ORDR086\_01\_28\_19** LATE FILE CPC FY2019 Amended Recommendation for AHT Funds  
Motion to refer to Planning & Development by Councillor Tontar, seconded by Councillor Eigerman. So voted.
- **ORDR083\_01\_28\_19** Custom House Grant of Easement  
Motion to refer to Planning & Development by Councillor Eigerman, seconded by Councillor Devlin. So voted (1 no – Zeid, 2 absent – OBrien, Earls).
- **ORDR084\_01\_28\_19** 15-Minute Parking - Liberty Street  
Motion to refer to Public Safety by Councillor Eigerman, seconded by Councillor Tontar. So voted.
- **ORDR085\_01\_28\_19** Parking - Hours of Operation in Lots  
Motion to refer to Public Safety by Councillor Eigerman, seconded by Councillor Zeid. So voted.

### 17. ORDINANCES

- **ODNC027\_11\_13\_18** Zoning Map Amendment – Storey Ave (**2<sup>nd</sup> Reading**)  
Councillor Devlin recused. Motion to waive Rule 12, as a sponsoring councillor was not present, by Councillor Zeid, seconded by Councillor Giunta. Roll call vote, 8 yes, 2 absent (OBrien, Earls), 1 recused (Devlin). Motion passed. Motion to table by Councillor Giunta, seconded by Councillor Tontar. Roll call vote, 8 yes, 2 absent (OBrien, Earls), 1 recused (Devlin). Motion passed.
- **ODNC029\_01\_28\_19** Zoning Map Amendment – Storey Ave South  
Councillor Devlin recused. Motion to waive Rule 12, as a sponsoring councillor was not present, by Councillor Zeid, seconded by Councillor Giunta. So voted. Motion to refer to Planning & Development by Councillor Giunta, seconded by Councillor Zeid. Roll call vote, 8 yes, 2 absent (OBrien, Earls), 1 recused (Devlin). Motion passed.

## 16. COMMITTEE ITEMS

### Budget & Finance

#### *In Committee:*

- **ORDR007\_01\_29\_18** 41C Amendment
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### Education

Councillor Giunta noted an upcoming meeting at the Senior Center at 5:30pm on February 5<sup>th</sup> on MCAS and NEF.

#### *In Committee:*

- 

### General Government

#### *In Committee:*

- 

### License & Permits

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- **COMM100\_12\_10\_18** 2019 Class II Vehicle License – RL Currie Corp.
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- **ORDR024\_04\_09\_18** Special Act to Dissolve Newburyport Redevelopment Authority (**COTW**)
- **ODNC014\_04\_30\_18** Amendment to Demolition Delay
- **APPT074\_12\_10\_18** Stephen J. Moore 10 N Atkinson St Conservation Comm 12/1/2021  
Motion to remove APPT074\_12\_10\_18 and APPT080\_12\_10\_18 collectively from Planning & Development by Councillor Eigerman, seconded by Councillor Zeid. Motion to waive Rule 7D by Councillor Eigerman, seconded by Councillor Giunta. Roll call vote, 9 yes, 2 absent (OBrien, Earls). Motion passed. Motion to approve APPT074\_12\_10\_18 and APPT080\_12\_10\_18 collectively by Councillor Eigerman, seconded by Councillor Vogel. Roll call vote, 9 yes, 2 absent (OBrien, Earls). Motion passed.
  - **COMM105\_01\_14\_19** Ltr re: Newport Condominiums
- **APPT079\_01\_14\_19** Tania Hartford 22 Jackson St Planning Board 1/31/2024  
Motion to remove from Planning & Development by Councillor Eigerman, seconded by Councillor Zeid. Motion to approve by Councillor Eigerman, seconded by Councillor Zeid. Roll call vote, 9 yes, 2 absent (OBrien, Earls). Motion passed.
- **APPT080\_01\_14\_19** Andrew R. Port 61 Water St #5 Director, Planning & Dev 1/31/2021

## **Public Safety**

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## **Rules Committee**

### *In Committee:*

- **ORDR057\_08\_27\_18** Amendment to Council Rule 12A
- **ORDR077\_11\_26\_18** Amendment to Council Rule 20

## **18. GOOD OF THE ORDER**

Councillor Khan reminded councillors of the Plank-A-Thon on February 7<sup>th</sup>. Councillor Connell mentioned the Council Retreat on February 9<sup>th</sup> 10am-12pm at the Senior/Community Center; Councillors please speak to Clerk if they would like business cards; Councillor photo tentative date – just before February meeting.

## **19. ADJOURNMENT**

Motion to adjourn by Councillor Tontar, seconded by Councillor Zeid. So voted. 9:20pm.

# TRANSFERS





# City of Newburyport

## FY 2019

### BUDGET TRANSFER REQUEST

CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
FEB -5 PM 2:35

**Department:** Mayor's Office  
**Submitted by:** Donna D. Holaday, Mayor **Date Submitted:** 2/11/2019

**Transfer From:**

Account Name	General Fund - Free Cash	YTD Bal:	\$ 2,130,614.00
Account Number:	01-35910	Trans In:	\$ -
Amount:	\$45,000.00	Trans Out:	\$ (34,850.00)
Why are Funds Available:	<i>The Massachusetts Department of Revenue certified Free Cash for</i>		
	<i>FY2019 at \$2,145,714. These funds are available for any legal expenditure with the approval of the</i>		
	<i>Mayor and a vote of the City Council.</i>		

**Transfer To:**

Account Name	Safe Routes to School Project	YTD Bal:	\$ 2,600.00
Account Number:	3903-49700	Trans In:	\$ -
Amount:	\$45,000.00	Trans Out:	\$ -
Why are Funds Needed:	<i>To fund right-of-way work including appraisals needed for the Safe Routes</i>		
	<i>to School Project. Through the program, MassDOT is funding design, engineering, specifications,</i>		
	<i>cost estimates, etc. See explanatory memo from the Office of Planning &amp; Development.</i>		

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

*Matthew Gy* ON BEHALF OF MAYOR  
*Eth R Manning*

Date: 2/16/19  
 Date: 2/15/19



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

DONNA D. HOLADAY  
MAYOR

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MEMORANDUM

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TO: NEWBURYPORT CITY COUNCIL  
FROM: GEORDIE VINING, SENIOR PROJECT MANAGER  
SUBJECT: SAFE ROUTES TO SCHOOLS PROJECT RIGHT-OF-WAY: FREE CASH TRANSFER REQUEST FOR APPRAISALS  
DATE: 2/5/19

We are writing to respectfully request the City Council's approval of a Free Cash transfer of \$45,000 to support appraisal services and potential compensation for some temporary construction easements associated with the Safe Routes to Schools project along a portion of High Street.

The design and construction of the \$2 million Safe Routes to Schools project along High Street is supported by federal and state funding. However, securing the right-of-way to the satisfaction of MassDOT and the Federal Highways Administration (FHWA) is the responsibility of the City. Federally-funded projects such as this one require temporary construction easements along the small strip of private property adjacent to the municipal right-of-way in order to facilitate the state contractor knitting the reconstructed sidewalk and driveway aprons into the bordering private yards, driveways and walkways. The state and its engineer have identified 35 private properties along this 1,800-foot section of High Street that require these temporary construction easements, as well as four very small permanent easements for sidewalk corner roundings.

We have worked to track down abutter phone and email contact information, and reached out to all of the property owners by regular mail, certified mail, and phone calls, as well as emails and in-person meetings. To date, we have had direct discussions with representatives of all but one. A number of the properties are owned by condominium associations, and there are well over a hundred people involved, a number of whom live elsewhere. Based on these individual discussions, a significant majority of abutters are positive about the project and donation of the temporary construction easements to the City. However, it is a challenge to get people's attention regarding this process, and we currently have eleven of the signed certificates of donation in hand. While we expect to receive the great majority of the remaining certificates in the coming weeks, we also anticipate that there will be a handful of abutters who remain unresponsive. For these, we are required to secure appraisals and review appraisals, and then offer some financial compensation in order to have the project certified to move towards advertisement for construction this summer. The advertisement date for this \$2 million project is 6/29/19, and we have a number of milestones to reach during the next 4-5 months. While we continue to secure as many certificates of donation as possible in order to minimize local costs for this project, we need to contract with the appraiser in the next few weeks so that he can mobilize, establish a data set and conduct appraisals in March, and the review appraiser can follow up in April. We will then send 30-day offer letters, as needed, in April and May, prior to submitting the entire right-of-way easement package to the City Council in late May for review, voting and finalization by 6/10/19.

The \$45,000 transfer request would cover the costs of the development of a data set of comparables, appraisal services, review appraisal services, and compensation for approximately 8-9 properties, if needed. We anticipate that not all of this funding will be required and we will be able to return a portion of these funds. However, in the unlikely chance that more is needed, we will have time to return to the Council in March/April.

# MASSACHUSETTS DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION

NEWBURYPORT NOCK MIDDLE SCHOOL AND MOLIN UPPER ELEMENTARY SCHOOL			
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	1	11
PROJECT FILE NO.		A08792	
PRELIMINARY RIGHT OF WAY TITLE SHEET & INDEX			

PLAN AND PROFILE OF  
RUPERT A. NOCK MIDDLE SCHOOL AND EDWARD G. MOLIN UPPER ELEMENTARY SCHOOL  
HIGH STREET (ROUTE 113)

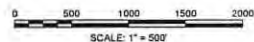
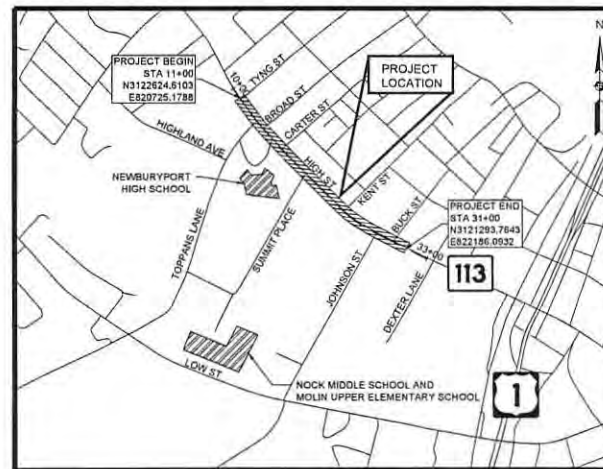
IN THE CITY OF  
NEWBURYPORT  
ESSEX COUNTY

FEDERAL AID PROJECT NO. -

THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED 1998, AS AMENDED, THE SUPPLEMENTAL SPECIFICATIONS DATED JULY 1, 2015, THE OCTOBER 2017 CONSTRUCTION STANDARD DETAILS, THE 2015 OVERHEAD SIGNAL STRUCTURE AND FOUNDATION STANDARD DRAWINGS, MASSDOT TRAFFIC MANAGEMENT PLANS AND DETAIL DRAWINGS, THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS WITH MASSACHUSETTS AMENDMENTS, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING, AND THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, WILL GOVERN.

## PRELIMINARY RIGHT OF WAY PLAN

SHEET NO.	DESCRIPTION
1	TITLE SHEET & INDEX
2-3	TYPICAL SECTIONS
4	PROFILE
5-6	PARCEL SUMMARY
7	LOCATION PLAN
8-11	PROPERTY PLANS



LENGTH OF PROJECT = 2,000.00 FEET = 0.379 MILES

### DESIGN DESIGNATION (HIGH STREET (ROUTE 113))

DESIGN SPEED	35 MPH
ADT (2017)	17,772
ADT (2024)	19,724
K	8.5%
D	52.8% NB
T (PEAK HOUR)	1.0%
T (AVERAGE DAY)	0.6%
DHV	1,083 VPH
DDHV	571 VPH
FUNCTIONAL CLASSIFICATION	URBAN PRINCIPAL ARTERIAL

8/28/19	REVISED PS&E SUBMITTAL	8
8/12/19	REVISED PS&E SUBMITTAL	5
8/10/19	PS&E SUBMITTAL	4
12/07/18	REVISED 100% SUBMITTAL	3
10/02/18	REVISED 100% SUBMITTAL	2
08/16/18	100% SUBMITTAL	1
10/20/17	25/75% SUBMITTAL	-
DATE	DESCRIPTION	REV #

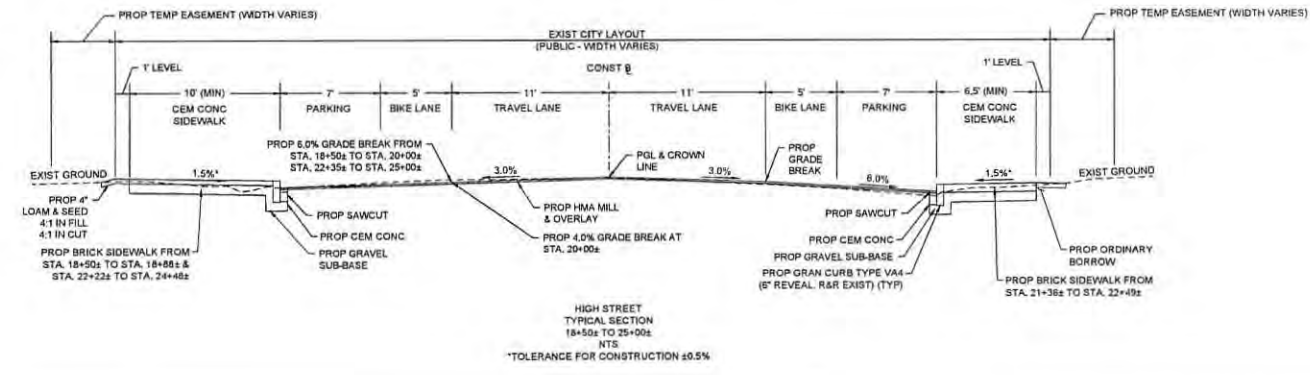
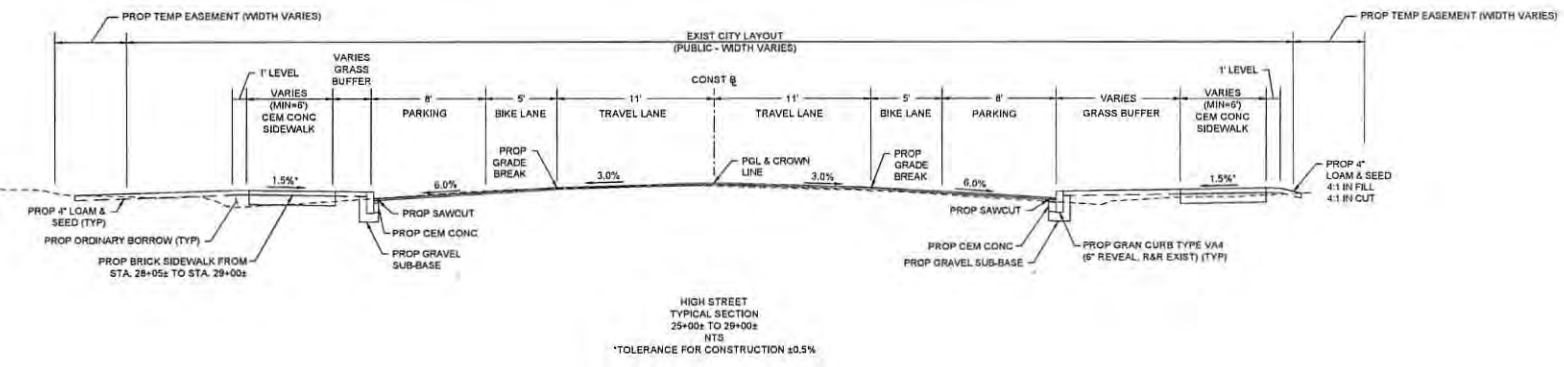
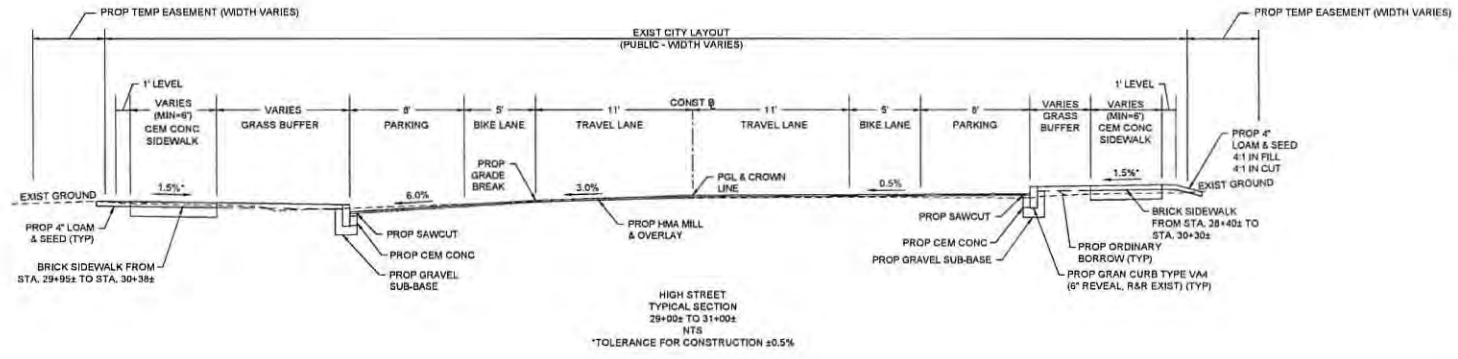
 TEC, Inc. 146 Dascomb Road   169 Ocean Blvd Andover, MA 01810   Hampton, NH 03842	 RECOMMENDED FOR APPROVAL  _____ CHIEF ENGINEER      DATE



NEWBURYPORT  
NOCK MIDDLE SCHOOL AND  
MOLIN UPPER ELEMENTARY SCHOOL

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		3	11

PROJECT FILE NO. 508792  
PRELIMINARY RIGHT OF WAY  
TYPICAL SECTIONS - 2 OF 2

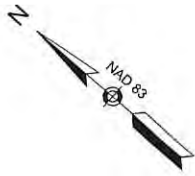


PARCEL NO.	PLAN SHEET NO.	TITLEHOLDER	TITLE REFERENCE				EASEMENT		TOTAL PROPERTY AREA (AC)	REMARKS
			DEED BOOK	PAGE NO.	LCC NO.	CERT NO.	TYPE	AREA (S.F. +/-)		
TE-1	8	KATHARINE HANKS TRUST	12100	136			TEMP	558	SITE GRADING, DRIVEWAY RECONSTRUCTION, TREE TRIMMING	
TE-2	8	THOMAS J. MURRAY & ANNE-MARIE CLANCY MURRAY	36103	123			TEMP	210	SITE GRADING	
TE-3	8	KATHLEEN A. QUILL & WILLIAM G. QUILL	33097	478			TEMP	291	SITE GRADING, WALKWAY AND DRIVEWAY RECONSTRUCTION	
TE-4	8	CITY OF NEWBURYPORT	3030	279			TEMP	626	SITE GRADING AND SIDEWALK RECONSTRUCTION	
TE-5	8,9	CITY OF NEWBURYPORT	3030	279			TEMP	1655	SITE GRADING AND SIDEWALK RECONSTRUCTION	
TE-6	9	CITY OF NEWBURYPORT	3030	279			TEMP	836	SITE GRADING AND SIDEWALK RECONSTRUCTION	
TE-7	8	BETH WATSON	38016	311			TEMP	298	SITE GRADING, REMOVE AND RESET COBBLES, WALKWAY AND DRIVEWAY RECONSTRUCTION	
E-1	8	BETH WATSON	38016	311			PERM	11	0.13 SIDEWALK EASEMENT	
TE-8	8,9	CAPTAIN CAREY CONDOMINIUM TRUST	7535	222			TEMP	1136	SITE GRADING AND WALKWAY RECONSTRUCTION	
E-4	9	CAPTAIN CAREY CONDOMINIUM TRUST	7535	222			PERM	24	0.45 SIDEWALK EASEMENT	
TE-9	9	LINGLEY LANE, LLP	30661	562			TEMP	363	SITE GRADING AND WALKWAY RECONSTRUCTION	
TE-10	9	PHILIP HURZELER & PAT HURZELER	14340	170			TEMP	301	SITE GRADING, WALKWAY AND DRIVEWAY RECONSTRUCTION	
TE-40	9	PHILIP HURZELER & PAT HURZELER	14340	170			TEMP	209	SITE GRADING, WALKWAY RECONSTRUCTION	
TE-11	9	DAVID C. SMITH & PRISCILLA N. SMITH	7453	78			TEMP	418	SITE GRADING, WALKWAY AND DRIVEWAY RECONSTRUCTION	
TE-12	9	DOWNS FAMILY REVOCABLE TRUST	34279	574			TEMP	381	SITE GRADING, WALKWAY RECONSTRUCTION, AND IRRIGATION HEAD ADJUSTMENT	
E-2	9	DOWNS FAMILY REVOCABLE TRUST	34279	574			PERM	5	0.28 SIDEWALK EASEMENT	
TE-13	9	AUGUSTINIAN REALTY TRUST	32835	304			TEMP	250	SITE GRADING, WALKWAY AND DRIVEWAY RECONSTRUCTION, REMOVE + RESET COBBLES	
TE-14	9	SIMON P. WAINWRIGHT & SHARON WAINWRIGHT			557600	88058	TEMP	956	SITE GRADING, WALKWAY RECONSTRUCTION, TREE PROTECTION, AND REMOVE AND RESET FENCE GATES	
TE-15	9	244 HIGH STREET CONDOMINIUM TRUST	31976	571			TEMP	540	SITE GRADING, PINE BARK MULCH, WALKWAY AND DRIVEWAY RECONSTRUCTION	
TE-16	9,10	240-242 HIGH STREET CONDOMINIUM TRUST	14379	299			TEMP	616	SITE GRADING AND DRIVEWAY RECONSTRUCTION	
TE-17	9,10	225 HIGH STREET CONDOMINIUM			468145	C206-000	TEMP	958	SITE GRADING AND DRIVEWAY RECONSTRUCTION	
TE-18	10	WILLIAM J. MERCER & JACQUELINE C. MERCER	10125	26			TEMP	452	SITE GRADING AND WALKWAY RECONSTRUCTION	
TE-19	10	MARK S. AMOROSINO & JESSICA S. AMOROSINO	32973	150			TEMP	270	SITE GRADING, WALKWAY AND DRIVEWAY RECONSTRUCTION	
TE-20	10	FLA NUT RESEARCH LLC	35822	194			TEMP	242	SITE GRADING, DRIVEWAY RECONSTRUCTION, AND TREE PROTECTION	

**NEWBURYPORT  
NOCK MIDDLE SCHOOL AND  
MOLIN UPPER ELEMENTARY SCHOOL**

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PROJECT FILE NO. 608792			

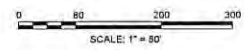
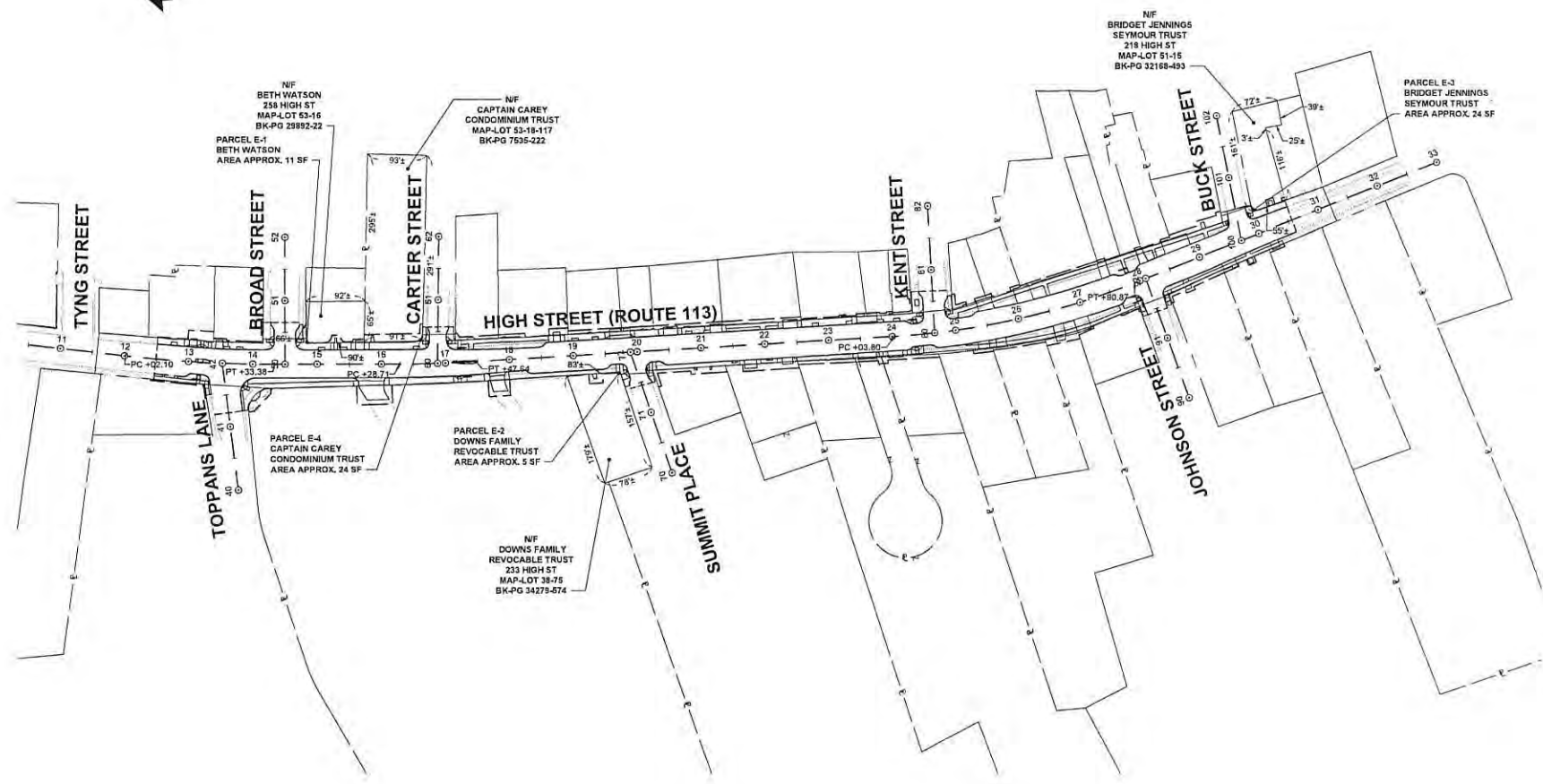
**PRELIMINARY RIGHT OF WAY  
PARCEL SUMMARY - 1 OF 2**



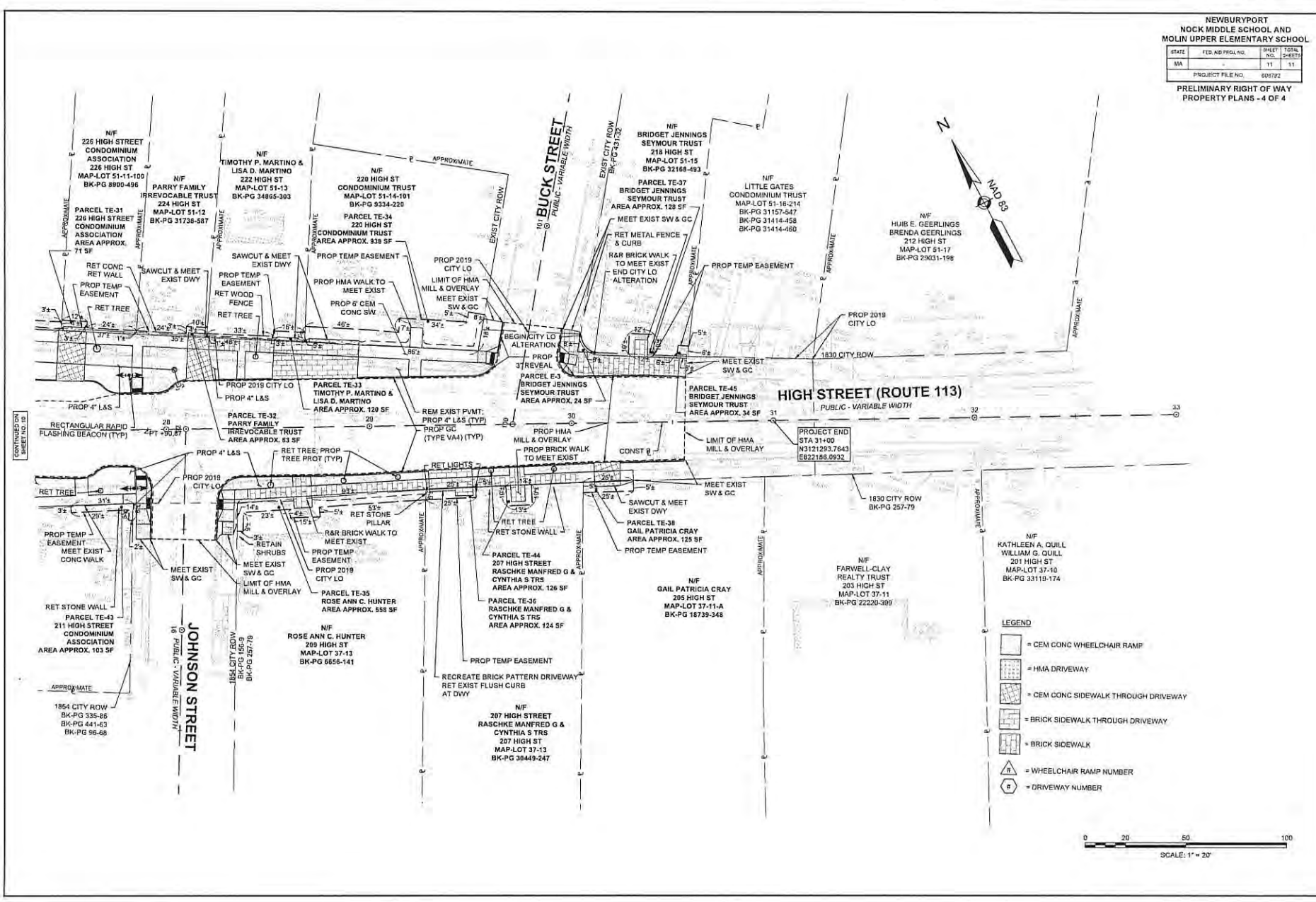
NEWBURYPORT  
NOCK MIDDLE SCHOOL AND  
MOLIN UPPER ELEMENTARY SCHOOL

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		7	11

PROJECT FILE NO. 605792  
PRELIMINARY RIGHT OF WAY  
LOCATION PLAN

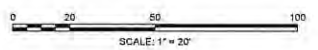






CONTINUED ON  
SHEET NO. 10

- LEGEND**
- [Symbol] = CEM CONC WHEELCHAIR RAMP
  - [Symbol] = HMA DRIVEWAY
  - [Symbol] = CEM CONC SIDEWALK THROUGH DRIVEWAY
  - [Symbol] = BRICK SIDEWALK THROUGH DRIVEWAY
  - [Symbol] = BRICK SIDEWALK
  - [Symbol] = WHEELCHAIR RAMP NUMBER
  - [Symbol] = DRIVEWAY NUMBER







# City of Newburyport

## FY 2019

### BUDGET TRANSFER REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

PRINTED - 5 PM 2:35

**Department:** Mayor's Office

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

**Date Submitted:** 2/11/2019

**Transfer From:**

Account Name	General Fund - Free Cash	YTD Bal:	\$ 2,130,614.00
Account Number:	01-35910	Trans In:	\$ -
Amount:	\$40,000.00	Trans Out:	\$ (34,850.00)
Why are Funds Available:	<i>The Massachusetts Department of Revenue certified Free Cash for FY2019 at \$2,145,714. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council.</i>		

**Transfer To:**

Account Name	Rail Trail Phase II Project	YTD Bal:	\$ 162,551.37
Account Number:	3608-49700	Trans In:	\$ -
Amount:	\$40,000.00	Trans Out:	\$ -
Why are Funds Needed:	<i>Funding for the Riverfront Trail Gap Project. See attached explanatory memo from the Office of Planning &amp; Development.</i>		

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

*Matthew Coy* ON BEHALF of Mayor  
*Ethan R. Manning*

Date: 2/6/19  
Date: 2/5/19



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

DONNA D. HOLADAY  
MAYOR

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MEMORANDUM

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TO: NEWBURYPORT CITY COUNCIL  
FROM: GEORDIE VINING, SENIOR PROJECT MANAGER  
SUBJECT: RIVERFRONT TRAIL GAP PROJECT: FREE CASH TRANSFER REQUEST TO SUPPORT DESIGN AND PERMITTING FOR COMPLETING CLIPPER CITY RAIL TRAIL PHASE II ALONG RIVERFRONT  
DATE: 2/5/19

We are writing to respectfully request the City Council's approval of a Free Cash transfer of \$40,000 to support design and permitting for completing the riverfront trail section of the Clipper City Rail Trail Phase II.

Since the City Council approved \$175,000 in CPA funding for this project in the fall, we have A) established the interim detour, B) managed the installation of temporary shoreline stabilization, and C) hired consultants to re-design and amend the permits for this trail section. The state contractor completed the partial temporary shoreline stabilization of the worst eroded riverfront areas in late December. This work involved installing a decontamination area at the construction entrance, installing geotextile fabric over the soil, installing a 6" stone haul road on top of the fabric, assembling and installing a double row of stone-filled gabion baskets in the scoured areas along the water's edge, and sliding the existing rip rap boulders lying on top of the ground against the seaward side of the gabion baskets. The City's consultants also submitted required associated notifications and reporting to the EPA and DEP. In addition, the state contractor established the temporary trail detour along Water Street and largely completed the construction of the rest of the Clipper City Rail Trail Phase II (except for replacement chain link gates at the fenced off riverfront section).

We interviewed several different coastal engineering companies about re-designing the raised trail and associated revetment in order to compare their suggested approach, hourly rates, and overall pricing. We recently contracted with a partnership of GZA Geoenvironmental and Stantec to develop the revised plans for raising the trail, protecting the shoreline, and amending the local, state, and federal permits as necessary. This will reduce the vulnerability of the shoreline and trail to sea level rise, storm surges, and flooding as well as reduce risks and mitigate flood damage to the Wastewater Treatment Facility (WWTF) behind it. We have coordinated with the City Engineer on this approach and the ongoing long-term resiliency plan for the WWTF.

Due to the timeframes and funding sources involved, we anticipate that the trail construction project will be implemented in two sequential bids and contracts, focusing first on cleaning up the contaminated soil in the 130-foot section and then constructing the 1,200-foot trail and associated shoreline protection. We project that the bid plans and specifications for the cleanup activities will be available in the spring of 2019 so that we can implement the remediation during the summer of 2019. The remediation will include the excavation of this defined soil area, disposal, post-excavation verification sampling and analysis, backfill and compaction, and then the required reporting to MassDEP and EPA to document completion of the remedial activities during the fall of 2019. The City's consultant estimates that the construction phase of the cleanup should cost \$200,000. On a parallel track, the City is in the process of developing preliminary designs for the raised trail and associated shoreline stabilization and coordinating with regulatory authorities during the spring of 2019, followed by initiation of the permit amendments, which is projected to take approximately three to six months.

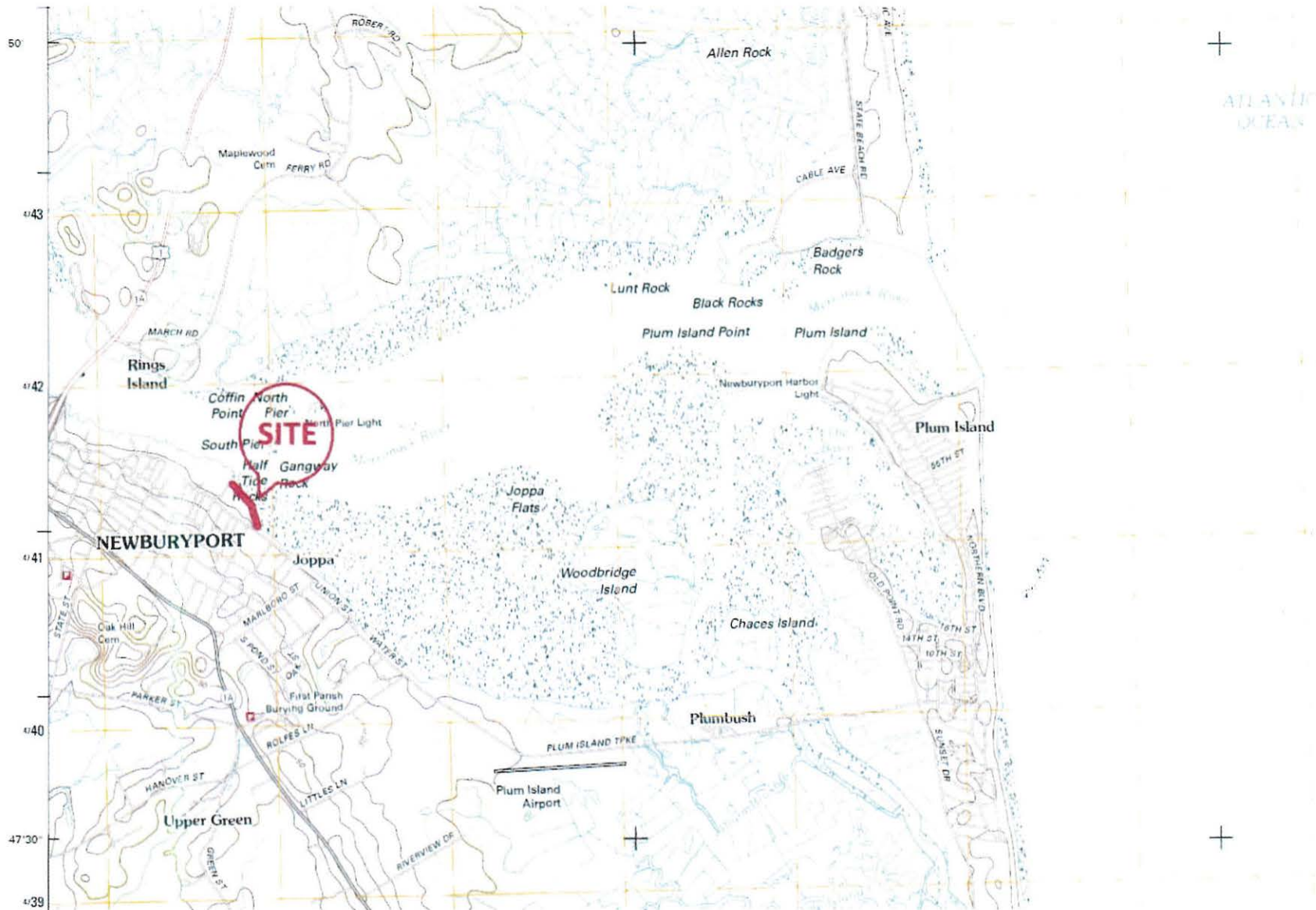
Depending upon the permit amendment timeframe, we anticipate finalizing the revised trail plans and specifications during the fall of 2019, and being ready to bid the project out, pending securing full construction funding, at the end of 2019 or early in 2020. The consultants' preliminary itemized cost estimate for this work is approximately \$1.3 million.

The cost for the development of the soil remediation bid package, as well as the associated bid phase services, construction administration, waste characterization sampling, documentation, post-excavation verification sampling, laboratory analysis, and reporting, is supported by a Brownfields grant through the Merrimack Valley Planning Commission and the EPA. The development of the revised plans and amended permits for the raised trail and associated shoreline protection is supported by the remaining available CPA funding allocated to the project. The additional funding represented by this transfer request is needed to ensure that we can proceed all the way through to 100% design this year, particularly if additional permitting is required by any of the regulatory agencies. Please note that the City has recently applied for a \$300,000 grant from the MassTrails grant program to support construction funding, and continues to seek additional construction funding through Lieutenant Governor Polito and the Baker Administration based on the Commonwealth's Environmental Bond Bill's \$750,000 legislative authorization earmark for this project.

Please see the attached supporting maps, photos, and plans. Thank you for your consideration.

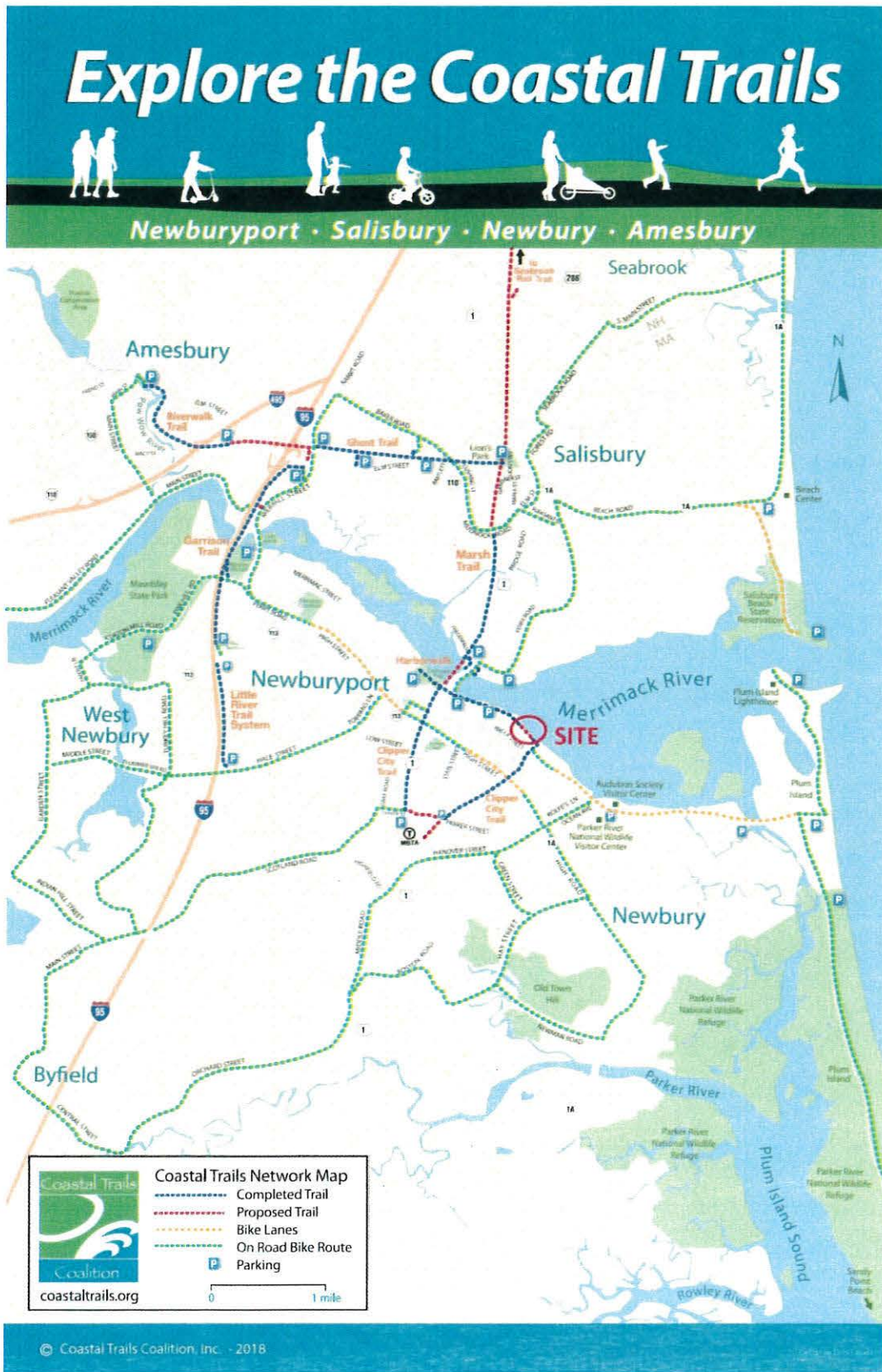


# Riverfront Critical Gap/Clipper City Rail Trail Phase II project



Topographical Locus Map

# Riverfront Critical Gap/Clipper City Rail Trail Phase II project



Regional Trail Network Map



# Riverfront Critical Gap/Clipper City Rail Trail Phase II project



Newburyport Rail Trail Network Map



**Riverfront Critical Gap/Clipper City Rail Trail Phase II project**



**Aerial Photo Locus Map of Site**



## Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Looking northwest (December 2018) along the Merrimack River shoreline trail corridor towards downtown  
(note existing granite block seawall transitioning to deteriorated riprap revetment)



## Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Looking southeast at low tide (December 2018) along the Merrimack River shoreline trail corridor towards South End, Joppa Flats and Plum Island



## Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Views east from the shoreline trail corridor towards the mouth of the river in summer



## Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Views north from the shoreline trail corridor in winter



## Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Aerial photo (December 2018) of portion of scoured shoreline along riverfront trail corridor



## Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Debris from storm surge across shoreline trail corridor with recently eroded areas circled (May 2018)



**Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project**



**Scoured river bank of shoreline trail corridor in May 2018 (recently eroded area circled)**



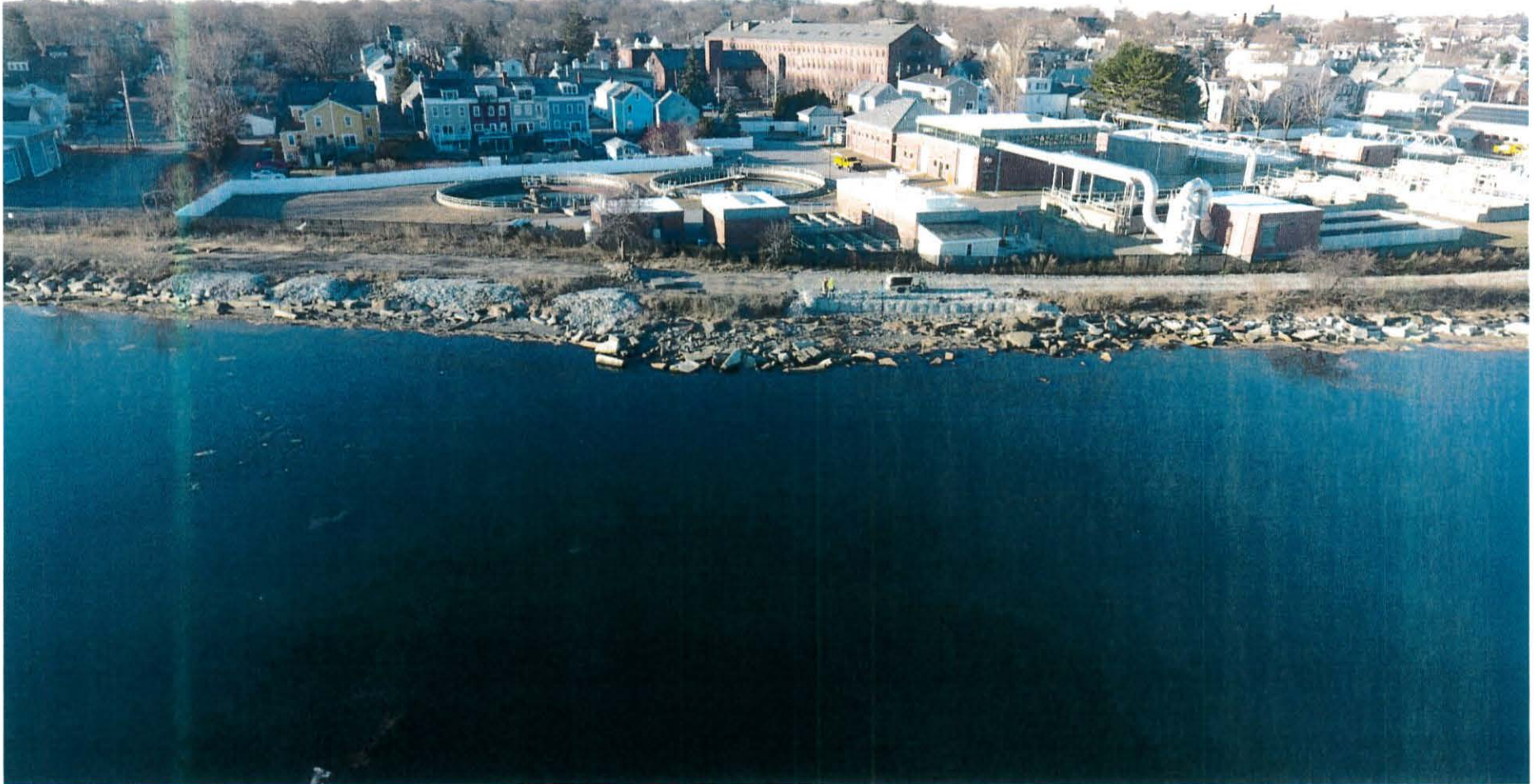
## Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Debris across northern portion of shoreline trail corridor from storm surge (May 2018)



## Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



**Installation of temporary shoreline stabilization (December 2018) – double rows of stone-filled gabion baskets in worst scoured areas along riverfront**



## Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



Partial temporary shoreline stabilization – gabion walls with stone haul road over geotextile fabric (January 2019)



## Riverfront Critical Trail Gap/Clipper City Rail Trail Phase II project



**Partial temporary shoreline stabilization looking northwest along riverfront – gabion walls with stone haul road over geotextile fabric (January 2019)**

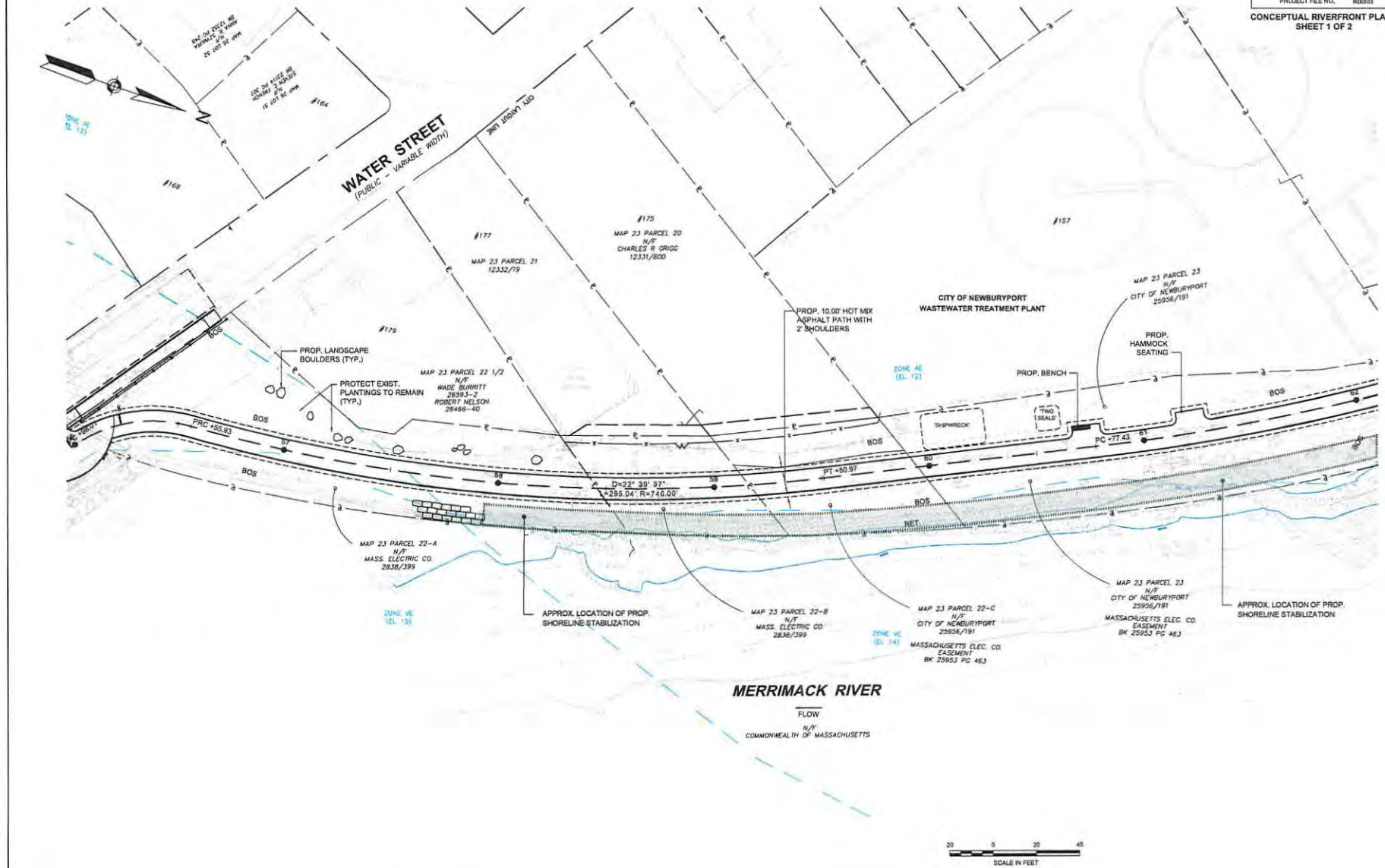


Riverfront Trail Concept Plans (Clipper City Rail Trail Phase 2)

NEWBURYPORT / NEWBURY  
CLIPPER CITY RAIL TRAIL - PHASE 2

SHEET NO.	FED. AC. PROJ. NO.	SHEET TOTAL
MA	STW17E1CA-0225/821X	1
PROJECT FILE NO.		404603

CONCEPTUAL RIVERFRONT PLANS  
SHEET 1 OF 2

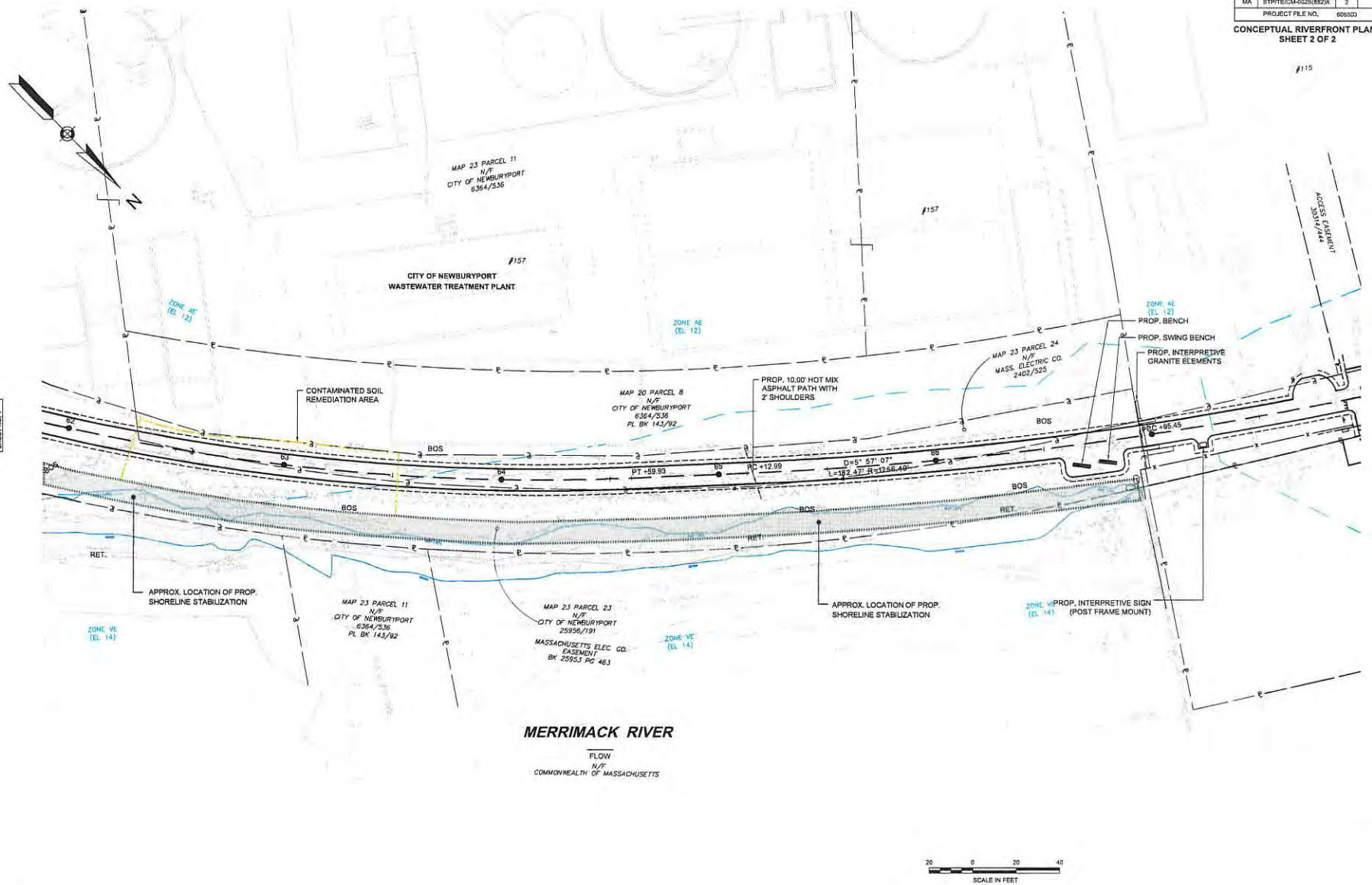


CONTINUED ON  
SHEET NO. 2

68653\_1404090106 CONSTRUCTION CLASSIFIED 30-jan-2016



#115



CONTINUED ON  
SHEET NO. 1

Riverfront Trail Soil Contamination Remediation Plans

NEWBURYPORT / NEWBURY CLIPPER CITY RAIL TRAIL - PHASE 2

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	STPY10CM-0025/052JK	161	161
PROJECT FILE NO.		806003	

PRELIMINARY CONTAMINATED SOIL AREAS SHEET 2 OF 3  
SAMPLE DEPTH: 0" - 6"

NOTE: UNDERGROUND ELEC. UTILITY LOCATIONS ON PLAN ARE APPROXIMATE. FOLLOW DIG SAFE MARKINGS IN FIELD.

0-6" SAMPLE CONCENTRATION (PPM) 20-04-2018

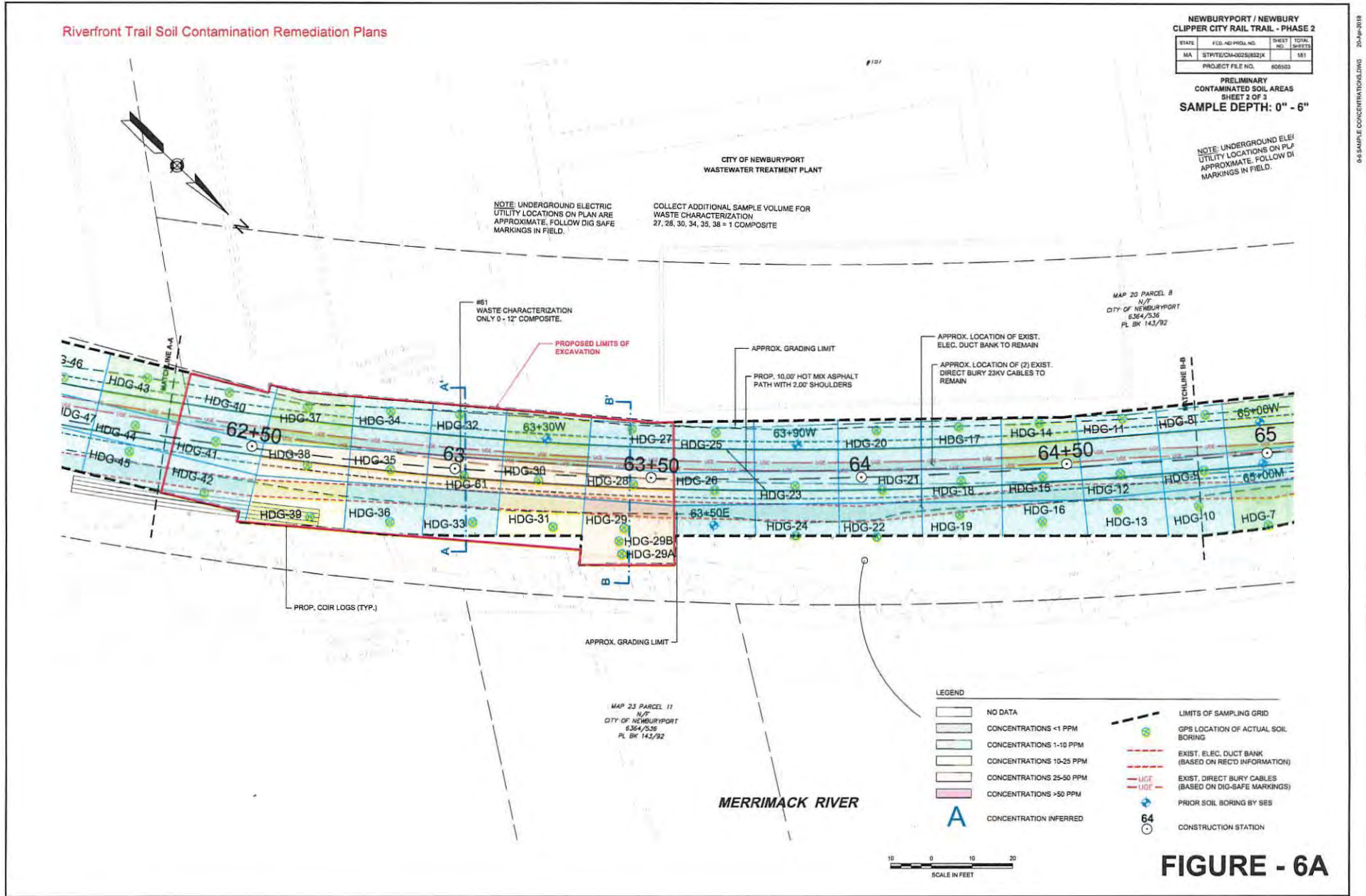


FIGURE - 6A



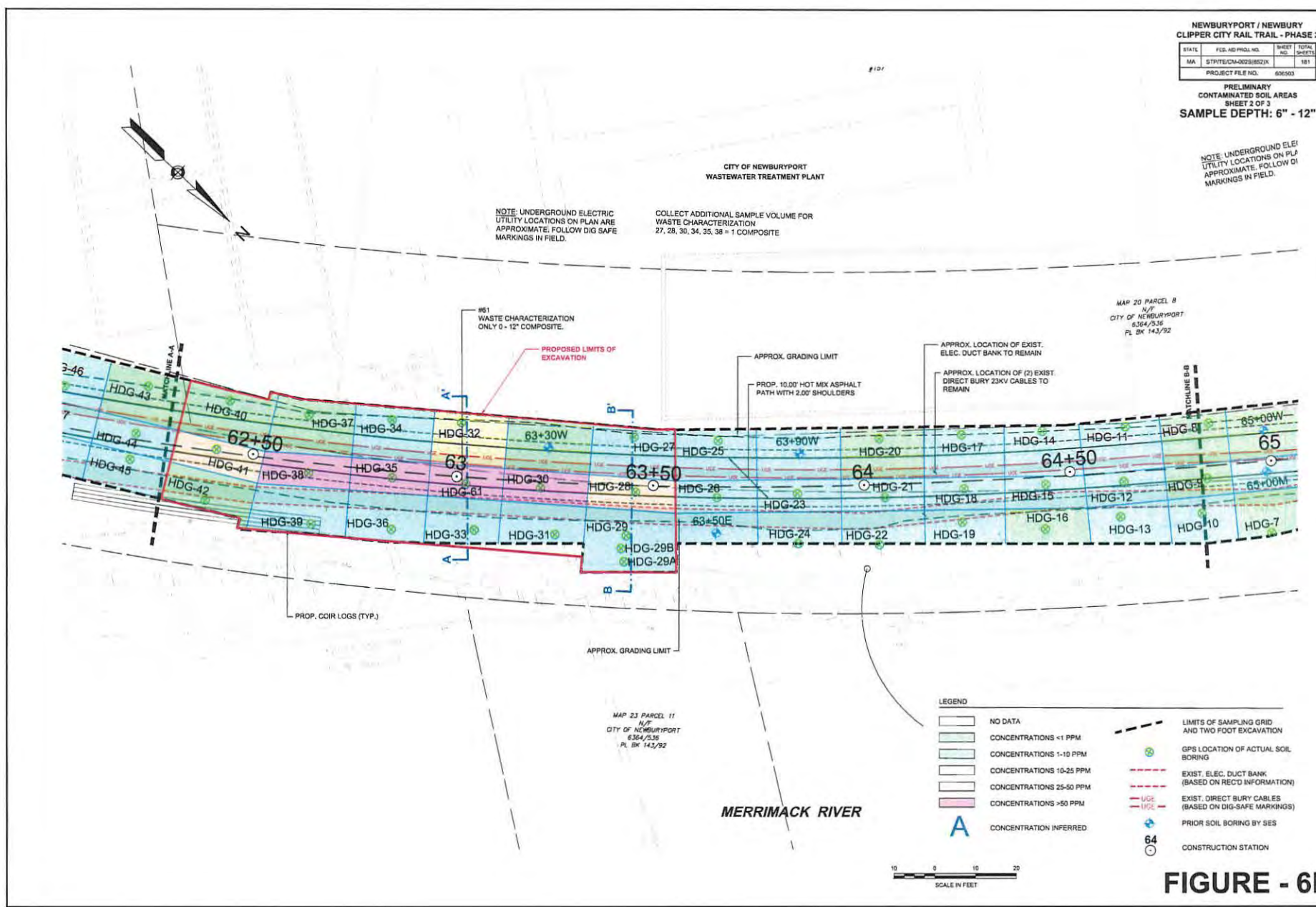
NEWBURYPORT / NEWBURY  
CLIPPER CITY RAIL TRAIL - PHASE 2

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	S17P15CA-002S18S23X	181	181
PROJECT FILE NO.		606503	

PRELIMINARY  
CONTAMINATED SOIL AREAS  
SHEET 2 OF 3  
SAMPLE DEPTH: 6" - 12"

NOTE: UNDERGROUND ELEC/  
UTILITY LOCATIONS ON PLAN ARE  
APPROXIMATE. FOLLOW DI  
MARKINGS IN FIELD.

6" x 12" SAMPLE CONCENTRATIONS (PPM) 20-4-2018



**FIGURE - 6B**



# COMMUNICATIONS





CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2019 JAN 31 PM 12:21

**CITY OF NEWBURYPORT  
VEHICLES FOR HIRE  
BUSINESS OWNERS'S APPLICATION**

*Please Type or Print Clearly*

**APPLICANT INFORMATION:**

Name of Applicant: Last: CONSDAN First HAROLD Middle Initial: A

Address: 52 ELM ST City: SALISBURY State MA Zip 01952

Phone Number: (978) 465 2333 Message or work phone: (978) 265 5862

Driver's License Number: S18617747 State: MASS Expiration Date: 2020

Social Security Number: 023-368262

**BUSINESS INFORMATION:**

Business Name: PORT TAXI INC Business Phone Number: (978) 465 2333

Business Address: 52 ELM ST City: SALISBURY State: MA Zip: 01952

Business Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Number of vehicles to be operated under this permit: 3

**FOR EACH VEHICLE, PLEASE LIST**

Reg. # <sup>TA</sup> 24225 Expires: 11/19 Year: 2005 Make: Dodge Model: CARAVAN

Reg. # <sup>TA</sup> 24201 Expires: 11/19 Year: 2002 Make: Dodge Model: CARAVAN

Reg. # <sup>TA</sup> 24208 Expires: 11/19 Year: 2007 Make: Dodge Model: CARAVAN

Reg. # \_\_\_\_\_ Expires: \_\_\_\_\_ Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Reg. # \_\_\_\_\_ Expires: \_\_\_\_\_ Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Reg. # \_\_\_\_\_ Expires: \_\_\_\_\_ Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

**VEHICLE REGISTRATION INFORMATION:**

Proof of evidence of legal and registered ownership of the vehicle(s) to be used by the applicant must be provided. Attach one (1) copy of each to this application.



**INSURANCE INFORMATION:**

Must provide proof of personal injury and property damage liability insurance coverage for each permitted taxi for the full time period of the permit, The personal injury coverage shall no be less than one hundred thousand dollars (\$100,000) for injury to one person with a total coverage of not less than three hundred thousand dollars (\$300,000) for each accident. The property damage coverage shall be not less than fifty thousand dollars (\$50,000) per occurrence. Attach one (1) copy to this application.

I, the undersigned, hereby declare that I have carefully read the Ordinance relating to this business; that I understand it thoroughly and will carry out every provision thereof; that to the best of my knowledge, I have complied with the regulations as outlined. I further state that the statements and answers contained in this application are true to the best of my knowledge and belief, knowing that false statement will be sufficient cause for denial or revocation of said license.

Harold Anglin  
(Signature of Applicant)

Date: 1/23/19

**Official Use Only**

Office of the City Clerk

Initial Application Fee \$ \_\_\_\_\_ Date Received \_\_\_\_\_ By \_\_\_\_\_

Date sent to Police Department \_\_\_\_\_ New  Renewal

Police Department Use Only

Inspection Recommendation for each Vehicle

Cab # 1 License Plate#: \_\_\_\_\_ VIN# 124520423  Approved  Denied

Comments: \_\_\_\_\_

Cab # \_\_\_\_\_ License Plate#: \_\_\_\_\_ VIN# \_\_\_\_\_  Approved  Denied

Comments: \_\_\_\_\_

Cab# \_\_\_\_\_ License Plate#: \_\_\_\_\_ VIN# \_\_\_\_\_  Approved  Denied

Comments: \_\_\_\_\_

Cab# \_\_\_\_\_ License Plate#: \_\_\_\_\_ VIN# \_\_\_\_\_  Approved  Denied

Comments: \_\_\_\_\_


Cab # \_\_\_\_\_ License Plate#: \_\_\_\_\_ VIN# \_\_\_\_\_  Approved  Denied

Comments: \_\_\_\_\_

# CERTIFICATE OF REGISTRATION

**RMV Division**

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

PLATE TYPE <b>TAN</b>	REGISTRATION NUMBER <b>TA24225</b>	REGISTRATION TYPE <b>TAXI</b>	EFFECTIVE DATE <b>12/01/18</b>	EXPIRES LAST DAY OF →	MONTH <b>11</b>	YEAR <b>19</b>	TRANSACTION NUMBER <b>02833101293074</b>
MFRS MODEL YEAR <b>2005</b>	MAKE <b>DODG</b>	MODEL <b>CARAVA</b>	BODY STYLE/TYPE <b>VAN</b>	COLOR <b>GREEN</b>	Not valid without official signature of Registrar		IF VEHICLE CARRYING PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED.
VEHICLE IDENTIFICATION NUMBER <b>1D4GP24R95B172492</b>		INSURANCE COMPANY <b>PILGRIM INSURANCE</b>		TITLE NUMBER <b>BR182271</b>	REGISTRAR <i>Chew C. Dewney</i>		TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER.
RESIDENTIAL ADDRESS (IF DIFFERENT):							
NAME(S) OF OWNER(S) AND MAILING ADDRESS   019159 *****AUTO**5-DIGIT 01950 PORT TAXI INC 52 ELM ST SALISBURY MA 01952-1933					FEES REGISTRATION 60.00 TITLE 0.00 SPECIAL PLATES 0.00 SALES TAX 0.00 TOTAL 60.00		
<b>MASSACHUSETTS DEPARTMENT OF TRANSPORTATION</b> <b>REGISTRY OF MOTOR VEHICLES DIVISION</b> The records of the RMV database constitute the official status of the vehicle registration.							

SPECIAL MESSAGE IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.	CHANGE OF ADDRESS STREET ADDRESS CITY, STATE, ZIP CODE
---	--

## Important Information for Vehicle Owners

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: [www.mass.gov/rmv](http://www.mass.gov/rmv). Once you have reported the address change to the RMV, please write corrected address in box provided above.
- Cancel the registration plates if:
  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the Bill of Sale, Title, and completed Reassignment of Title for your records to document the transfer.
  - You move to another state and you register the vehicle in that state.
  - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.
- **No Insurance Card Required:** Massachusetts's law does not require an Insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle insurance policy or bond for bodily injury coverage and property damage insurance. An insurer is required by law to electronically notify the RMV if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- **Transferring Your Plates:** Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration section on the RMV's website at [www.mass.gov/rmv](http://www.mass.gov/rmv) for more information.

190658632

### PLATE DECAL APPLICATION INSTRUCTIONS

1. Gently peel the decal from the form.
2. Place the decal on the rear plate in the top right corner next to the word Massachusetts.
3. Firmly rub the decal to adhere it to the plate.


For best results, bring decal to room temperature before affixing to the plate.

The best way to renew your registration is online at  
[www.mass.gov/rmv](http://www.mass.gov/rmv)

# CERTIFICATE OF REGISTRATION

**RMV Division**

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

PLATE TYPE <b>TAN</b>	REGISTRATION NUMBER <b>TA24201</b>	REGISTRATION TYPE <b>TAXI</b>	EFFECTIVE DATE <b>12/01/18</b>	EXPIRES LAST DAY OF →	MONTH <b>11</b>	YEAR <b>19</b>	TRANSACTION NUMBER <b>02833101293086</b>
MFRS MODEL YEAR <b>2002</b>	MAKE <b>DODG</b>	MODEL <b>CARAVA</b>	BODY STYLE/TYPE <b>VAN</b>	COLOR <b>WHITE</b>	Not valid without official signature of Registrar		IF VEHICLE CARRYING PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED.
VEHICLE IDENTIFICATION NUMBER <b>1B4GP44352B602998</b>		INSURANCE COMPANY <b>PILGRIM INSURANCE</b>		TITLE NUMBER <b>BT233328</b>	REGISTRAR <i>Chew C. Dewney</i>		TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER
RESIDENTIAL ADDRESS (IF DIFFERENT)							
NAME(S) OF OWNER(S) AND MAILING ADDRESS  019160 *****AUTO**5-DIGIT 01950 PORT TAXI INC 52 ELM ST SALISBURY MA 01952-1933					FEES		
					REGISTRATION 60.00 TITLE 0.00 SPECIAL PLATES 0.00 SALES TAX 0.00 TOTAL 60.00		
<b>MASSACHUSETTS DEPARTMENT OF TRANSPORTATION</b> <b>REGISTRY OF MOTOR VEHICLES DIVISION</b> The records of the RMV database constitute the official status of the vehicle registration.							

SPECIAL MESSAGE IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.	CHANGE OF ADDRESS STREET ADDRESS CITY, STATE, ZIP CODE
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  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the Bill of Sale, Title, and completed Reassignment of Title for your records to document the transfer.
  - You move to another state and you register the vehicle in that state.
  - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.
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[www.mass.gov/rmv](http://www.mass.gov/rmv)

190658633



# CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

**RMV Division**

# 8

PLATE TYPE <b>TAN</b>	REGISTRATION NUMBER <b>TA24208</b>	REGISTRATION TYPE <b>TAXI</b>	EFFECTIVE DATE <b>01/30/19</b>	EXPIRES LAST DAY OF →	MONTH <b>11</b>	YEAR <b>19</b>	TRANSACTION NUMBER <b>01903069100102</b>										
MFRS MODEL YEAR <b>2007</b>	MAKE <b>DODG</b>	MODEL <b>CARAVA</b>	BODY STYLE/TYPE <b>VAN</b>	COLOR <b>BLACK WHITE</b>	Not valid without official signature of Registrar		IF VEHICLE CARRYING PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED.										
VEHICLE IDENTIFICATION NUMBER <b>1D4GP25R17B228720</b>		INSURANCE COMPANY <b>PILGRIM INSURANCE</b>		TITLE NUMBER	REGISTRAR <i>Chas C. Dewney</i>		TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER.										
RESIDENTIAL ADDRESS (IF DIFFERENT)																	
NAME(S) OF OWNER(S) AND MAILING ADDRESS <b>PORT TAXI INC 52 ELM ST SALISBURY, MA 01952-1933</b>					FEES												
					<table style="width: 100%;"> <tr> <td>REGISTRATION</td> <td style="text-align: right;">25.00</td> </tr> <tr> <td>TITLE</td> <td style="text-align: right;">75.00</td> </tr> <tr> <td>SPECIAL PLATES</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>SALES TAX</td> <td style="text-align: right;">12.50</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right; border-top: 1px solid black;"><b>112.50</b></td> </tr> </table>			REGISTRATION	25.00	TITLE	75.00	SPECIAL PLATES	0.00	SALES TAX	12.50	<b>TOTAL</b>	<b>112.50</b>
REGISTRATION	25.00																
TITLE	75.00																
SPECIAL PLATES	0.00																
SALES TAX	12.50																
<b>TOTAL</b>	<b>112.50</b>																
<b>MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION</b> The records of the RMV database constitute the official status of the vehicle registration.																	

SPECIAL MESSAGE <b>IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.</b>	CHANGE OF ADDRESS STREET ADDRESS  CITY, STATE, ZIP CODE
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### Important Information for Vehicle Owners

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: [www.mass.gov/rmv](http://www.mass.gov/rmv) or by mail to: RMV, P.O. Box 55889, Boston, MA 02205-5889. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- Return the registration plates to the RMV immediately if:
  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the Bill of Sale, Title, and completed Reassignment of Title for your records to document the transfer.
  - You move to another state and you register the vehicle in that state.
  - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

**Transferring Your Plates:** Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer **valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer** while you obtain insurance and a new registration. **All** of the following must be met: **1.** You are at least 18 years of age and you own the motor vehicle or trailer identified on this *Registration Certificate*; **2.** You transfer ownership of this vehicle to another person or permanently lose possession of it (such as through repossession, etc.); **3.** The newly acquired vehicle is of the **same vehicle type** (passenger vehicle to passenger vehicle, trailer to trailer, etc.); **the same registration type** (passenger to passenger, commercial to commercial); and has the **same number of wheels**; and, **4.** The **seller and buyer** properly complete the Assignment of the Certificate of Title (for the newly acquired "used" vehicle) or Certificate of Origin (if a "new" vehicle). If **all** of the above are met, you may operate the newly acquired vehicle with the transferred plates **up to 5:00 pm of the 7th calendar day** following the date of transfer (or loss of possession). The day of transfer or loss is day #1. During those 7 days, you **must** carry the *Bill of Sale* (or the dealer's *Purchase Contract*) for the newly acquired vehicle **and** this *Registration Certificate* when operating the vehicle. See *FAQs About the Seven-Day Registration Transfer Law* on the RMV's website at [www.mass.gov/rmv](http://www.mass.gov/rmv).

**No Insurance Card Required:** Massachusetts's law does **not** require an insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. If an insurer is identified on the face of this *Registration Certificate*, it is required by law to electronically notify the RMV (Registry of Motor Vehicles) if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's office.

Be first in line by going online at [www.mass.gov/rmv](http://www.mass.gov/rmv)

Schedule a Road Test Renew Your Driver's License	Request a Duplicate Title Request a Duplicate Registration	NEED TO VISIT AN RMV OFFICE?
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/29/2019

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).

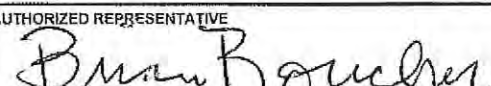
PRODUCER Lighthouse Insurance Agency, Ltd 470 West Broadway  South Boston MA 02127	CONTACT NAME:		
	PHONE (A/C, No, Ext): (617) 464-3777	FAX (A/C, No): (617) 464-3888	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Pilgrim Insurance	21750
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: CL1912937243 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
	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		TXC00001005801	05/10/2018	05/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 50,000 Uninsured/Underinsured \$ 20,000/40,000
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate is provided to Holder as proof of active coverage for above Named Insured. Certificate Holder is also Additional Insured.  
2005 Dodge Caravan 1D4GP24R95B172492 TA24225  
2002 Dodge Caravan 1B4GP44352B602998 TA24201  
2003 Dodge Grand Caravan 1D4GP24343B197678 TA24208

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 



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

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CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2019 FEB -5 PM 2:29

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: February 5, 2019  
Subject: Fire-Based EMS Cost/Benefit Analysis

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As mentioned in my last update to the Council, attached is the final report that was prepared by our consultant with regards to operating our own ambulance service. Based on the findings in the report, I feel that fire-based emergency medical services (EMS) are something that we need to strongly consider as a city.

Fire Chief Christopher LeClaire has advocated for fire-based EMS for quite some time. With that said, there is still a significant amount of work that needs to be done in moving the EMS process forward, including collective bargaining with the Firefighters union and fully vetting the concept with the City Council. As such, I hope that by submitting this report to the Council, we can begin to discuss the merits of operating our own ambulance service to see if this makes sense for our community.

I would like to thank our research consultant, Terry Rooney, who volunteered her time to prepare this very comprehensive report. Terry is a long-time resident of Newburyport and holds a Master's in Public Administration with an extensive background in health care policy and research. We were fortunate that Terry was interested in giving back to her city by preparing this in-depth analysis for us.

Thank you for your review and consideration.



## MEMORANDUM

To: Donna Holaday, Mayor, City of Newburyport  
Christopher LeClaire Chief, Newburyport Fire Department

From: Terry Rooney, MPA

Subject: City Owned Ambulance Services – Preliminary Cost/Benefit Analysis

Date: 13, January 2019

### I. Introduction

During the 1970's emergency medical services became fully professionalized across the country as minimum standards were widely adopted establishing requirements for staffing, training/certification, transport vehicles and equipment. While regulations varied by state, these changes had broad impact particularly for smaller cities. Public expectation for qualified services at the local level grew and most cities and towns assumed provision of pre-hospital, emergency medical treatment and ambulance transport as one of their core public safety offerings along with police and fire services. In many states, response to medical emergencies was incorporated into the duties of the local Fire Department and EMS personnel were either added or obtained under contract with a private provider.

Making EMS response a public safety service funded through taxpayer dollars meant that communities faced a choice between two basic delivery models: public versus privately operated. This decision has long been complicated by two other factors: 1) that Fire Department personnel already respond to all 911 emergency calls and 2) health insurance coverage has improved and expanded, making reimbursement, at least for ambulance transport of insured residents, available. There are pros and cons to each service delivery model, but several factors that are unique to a city including its geography, population density, demographics (age, median income, and rate of insured residents) can help municipal leaders identify which is most advantageous for their community. Another key factor to be considered when making this decision is determining which model best ensures continuity of care for residents in need of emergency medical response.

In the private model cities without their own ambulances pay no fees, but rather agree to refer all 911 medical emergency calls exclusively to a contracted, private provider (i.e.: Cataldo). In this scenario, the private ambulance company relies primarily on reimbursement from health insurance for its transport services; and assumes compensation sufficient enough to prove profitable even in those communities with high rates of uninsured residents. In accordance with their contract, private providers also assure cities a minimum level of trained staff per vehicle, per call, and a minimum response time. It is important to note that even in communities without a publicly owned ambulance, municipal EMS staff respond to every call for emergency medical treatment.

In the public model a city owned and operated ambulance service means that EMS personnel, training, vehicle(s), equipment and billing for reimbursement are municipal expenses. The benefits offsetting such investments include increased local control of emergency medical response for residents, which includes improved continuity of care and elimination of redundancy for patients in need of pre-hospital medical treatment and hospital transport. (NOTE: Residents of communities with municipal EMS department, but no ambulance for hospital transport (as is the case with Newburyport) can have a disjointed and duplicative experience when both city EMS staff and private ambulance employees respond to a 911 call.) Depending on the community's characteristics, the publicly funded model may capture sufficient revenue to add ambulance transport to the EMS response that it already provides.

Municipal control of ambulance transport is on the rise. In fact, among the 351 cities [56] and towns [295] in the Commonwealth, the vast majority (nearly 70%) chooses to operate their own ambulance services rather than contract with a private provider (see Appendix A.)

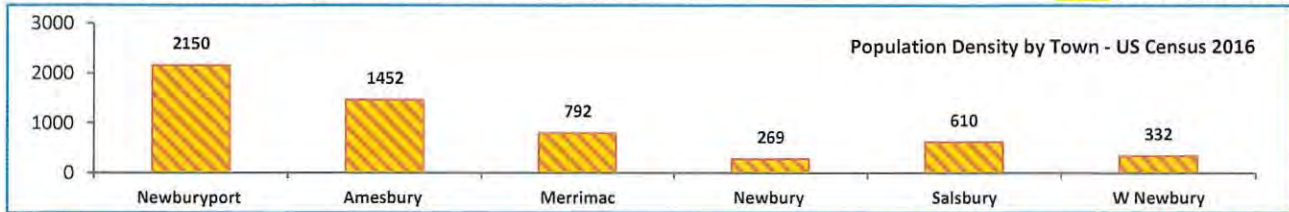
### II. Newburyport Statistical Profile – Putting Costs/Benefits into context

Weighing the costs and benefits of replacing a contracted ambulance service with one that is owned and operated by the city and staffed with municipal employees requires close examination of multiple factors. The task is to determine whether revenue available through several sources can cover all of the expenses that will arise in such an endeavor.



The primary drivers behind any reliable reimbursement projections beyond call volume are demographics (e.g.: age, income, percent living in poverty, sources of health insurance, rate of unemployment, etc.) and geography (city's population, square miles, location of nearest hospital, proximity to interstate highway etc.). Another important factor is the number of Nursing Homes, Assisted Living facilities and low income housing units for elderly and disabled in the community. Each component of these drivers is discussed in detail below and, where possible, benchmarked against data for both the commonwealth and surrounding communities.

a. **Population Density** (number of residents per square mile) 2150 (18,050<sup>1</sup>/8.4mi)

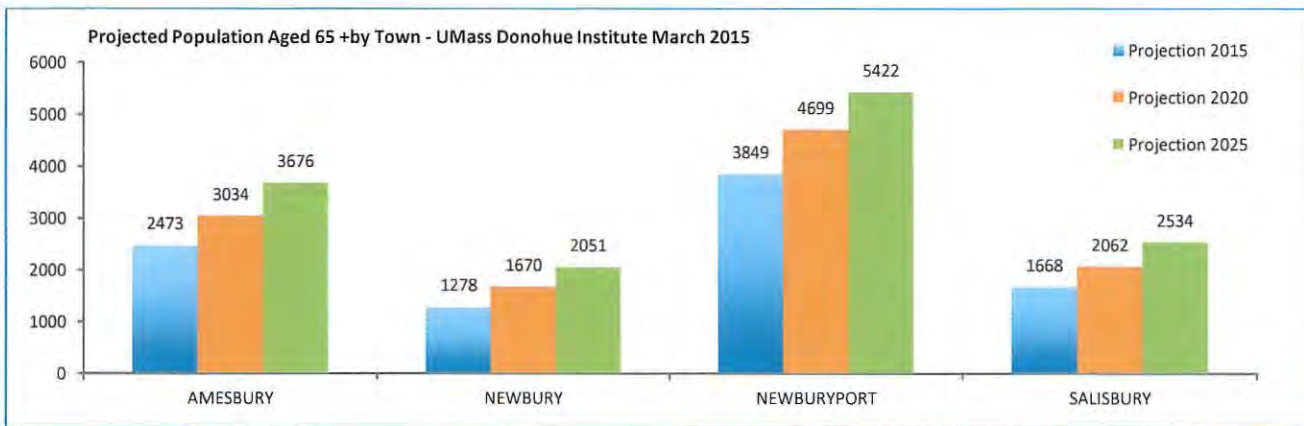


Population density has a direct impact on the efficiency of ambulance service delivery and the likelihood that the service will be able to pay for itself. The high density of Newburyport's resident population, in comparison to 5 surrounding towns<sup>2</sup> and the nearly central location of its hospital within city limits should support both better response time and shorter turn around time between calls than is currently provided by the contracted ambulance service.

b. **Demographics:**

i. Age Breakdown:

1. Under 18 = 3612 20%
2. 19 -64 = 11,568 61%
3. >65 = 2280 19.3%
4. Median Age 49



Age and common economic indicators when taken together provide important information about a community that will impact both utilization of ambulance services and potential revenue for such services. While Newburyport's median age is somewhat higher than that of surrounding towns and its percent of residents over age 65 is higher than averages for the state (16.3), Merrimack Valley and Amesbury (both 14%), its share of disabled adults under 65 and households with public assistance are among the lowest. The Center for Economic and Policy Research at the UMass Donahue Institute projects that similar to the rest of the Commonwealth, Newburyport is experiencing a demographic shift with number of residents aged 65 and over growing significantly between 2015 and 2025; projecting an increase of 41% for Newburyport.<sup>3</sup> Such an increase will surely impact demand for emergency medical services in the years to come.

<sup>1</sup> US Census Bureau –ACS December 2017

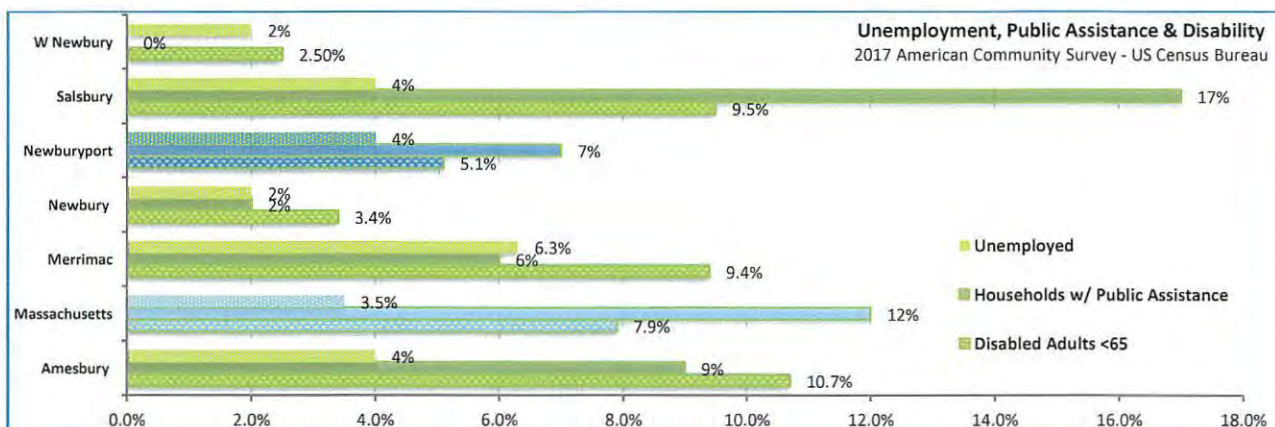
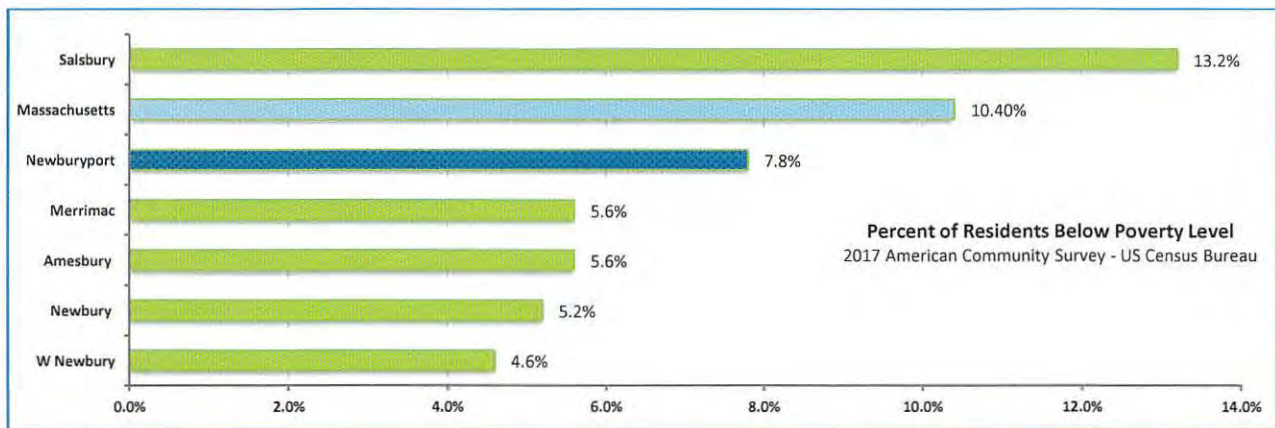
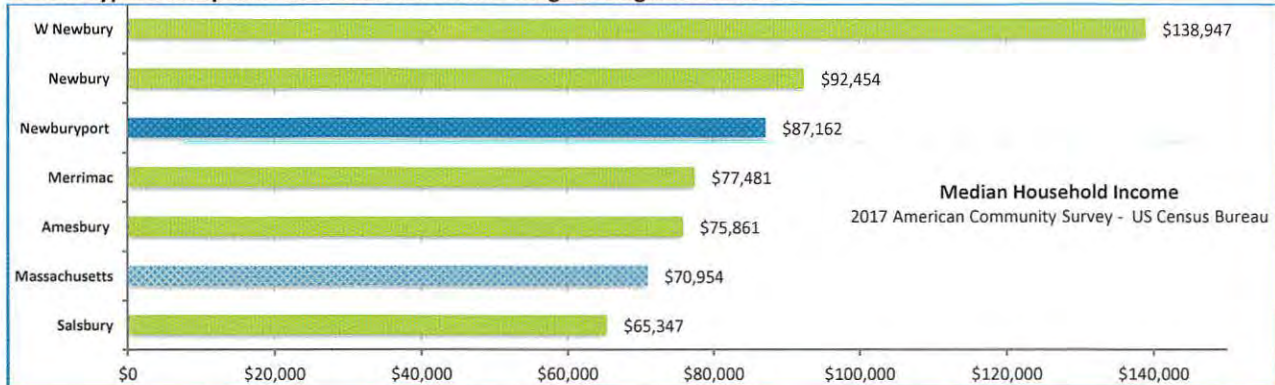
<sup>2</sup> www.towncharts.com

<sup>3</sup> Center for Economic Research & Policy, UMass Donahue Institute. *Long Term Population Projections for Massachusetts Regions & Municipalities*, March 2015

c. **Economic Indicators** (Total Households = 7,555):

i.	Median Household Income	\$ 87,162 (up 11% from 2010) <sup>4</sup>
ii.	Median family income	\$119,377 (up 15.5% from 2010)
	1. Residents living under Federal Poverty Level (FPL)	7.8% (1,408)
	2. Adults under age 65 on disability	5.2% (939)
	3. Unemployment rate	2% (2880)
	4. Households receiving public assistance	4% (302)

**Newburyport compared with the state & five neighboring communities**

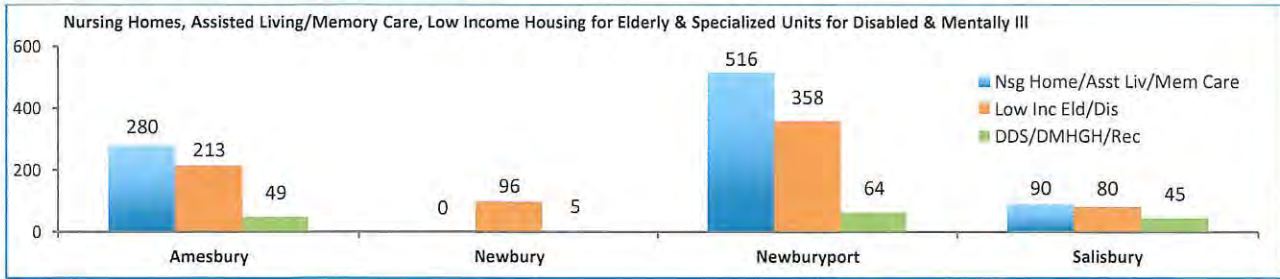


d. **Concentration of city's elderly & disabled residents:** Number of Nursing Homes, Assisted Living facilities and Low Income housing units for the Elderly and Disabled<sup>5</sup>

<sup>4</sup> US Census Bureau- American Community Survey 2017. **Note:** Newburyport's Median Household Income is 15% higher than that of Amesbury

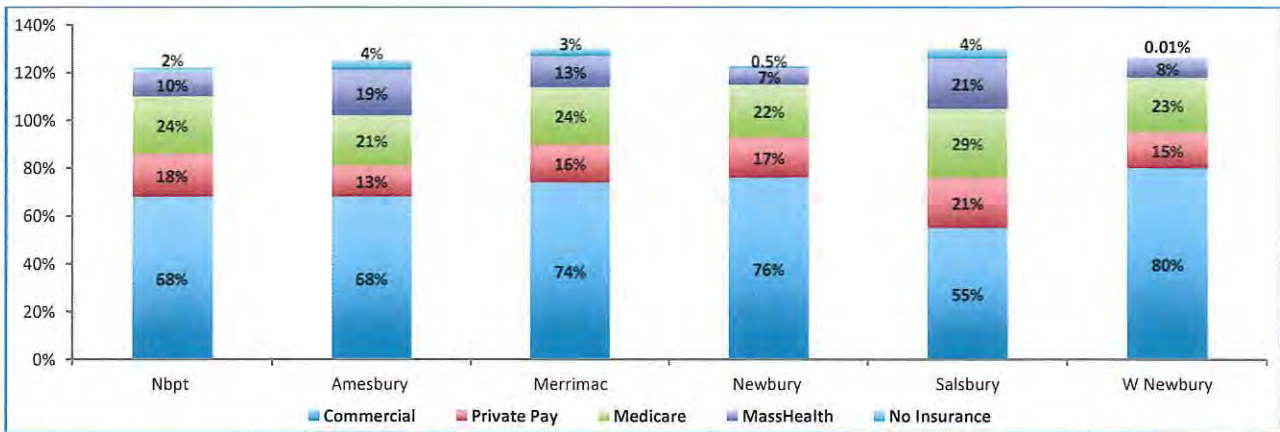
<sup>5</sup> NH: Brigham Manor (64 beds), Country (111) Port Rehab: (123); Atria (80 +68), Avita (70), Heritage House (101 units), James Steam Mill (98), Sullivan Building (100) Analysis of NFD call records for Q2 of 2017 revealed that EMS requests originating from these facilities represented 30% of all requests for EMS response.





Compared with three bordering communities, Newburyport’s number of Nursing Home and Assisted Living/ Memory Care beds and Low Income housing units for Elderly & Disabled are both over 40% higher than found in Amesbury. With 3 Skilled Nursing Homes, 2 Assisted Living/Memory Care facilities, 3 Low Income housing programs and 5+ group homes for the disabled and mentally ill, Newburyport is home to over 900 beds designed for elderly and medically vulnerable residents whose need for EMS services is higher than that of the general population. Note: While the 3 Nursing Homes accept patients with MassHealth, those beds are limited and the majority of patients in those facilities as well as the 2 Assisted Living Facilities have supplementary commercial coverage in addition to Medicare.

e. **Health Insurance coverage – 2017: Newburyport versus 6 Surrounding Towns**



Note: Residents with 2 sources of health insurance ie: Medicare & commercial plan (aka: ‘Medi-gap’ policy) are counted in each category

While the number of residents with Medicare are mostly comparable across towns, the relatively low percentage of Newburyport residents who are either uninsured (2%) or covered by MassHealth 10% (half of Amesbury’s rate) suggests a favorable mix of health insurance coverage for ambulance transport services.

III. **Establishing the Baseline- Newburyport Fire Department Budget - \$3.6million**

a. **EMS Personnel, Training, Supplies**

Current annual expenses for Emergency Medical response are \$2,160,000 (60% of the department’s budget) with no offsetting revenue since reimbursement is available only to the entity that transports the patient to the hospital. Current staffing at 32 full-time personnel (4 groups of 8) is not sufficient to man a city ambulance, which would require a minimum of 4 new positions (2 Paramedics<sup>6</sup> per shift). Providing additional Paramedic training for current staff would increase the level of service and the quality of care provided to city residents. NFD budget already includes \$4,000 for EMT supplies, approximately 2/3 of this cost for a BLS level ambulance.

b. **EMS Call volume** most recent 4 years: Number of Transports (BLS/ALS = approx. 60/40 split)<sup>7</sup>

**NFD Call Volume & Transports:**  
 Calls for Emergency Medical Services increased 17% between 2016 & 2017. The % of calls resulting in transports has increased significantly in the same time period.

<sup>6</sup> Trained to administer medications, cardiac monitoring surgical airways, chest decompression, drug infusion, etc.  
<sup>7</sup> Data provided by NFD, July 2018

	2014	2015	2016	2017
Total EMS Calls	1716	1599	1660	1947
# of Calls resulting in Transport	858	879	927	1393
Percentage	0.5	0.55	0.56	0.72

### III. Preliminary Expense Projections for City Owned & Staffed Ambulance

Expense Item	Projected Annual Cost	Options/Questions
Ambulance	New Vehicle \$250-\$300k	Buy = \$250k-\$300k amortized over 8 years = \$37,500 OR 3 yr lease/purchase = \$65,000 year
Supplies	\$6,500 (BLS level)	Budget already includes \$4k
License/Inspections /Auto & Malpractice Insurance	\$10,000	Inspections & some maintenance may be covered within lease/purchase option
Diesel Fuel & Vehicle Maintenance	\$2,500	
Service contracts for maintenance of automatic stretcher	\$1,500	Separate cost only if new vehicle is purchased
4 new positions	\$320,000	Based on estimate of \$80k per position including benefits
Training	\$ 18,000	
Billing Contract- Typically 3.5% of collections	\$ 15,000	Consider RFP for company that can provide hardware & software in contract
<b>Total w/ new Ambulance amortized =</b>	<b>\$407,000</b>	
<b>Total w/ 3yr lease purchase =</b>	<b>\$423,000</b>	

*Note: These projections are based on data supplied by other Massachusetts towns with municipal ambulance services, primarily Amesbury. They can be enhanced with actual quotes for new vehicle, a 3-year lease purchase agreement and estimates from billing and supply stocking contractors.*

### IV. Revenue Projections --Rationale/Assumptions/Sources

- Assume that NFD will staff a city owned ambulance for BLS transports for the first 1-2 years and that it would also transport ALS level patients whenever possible and not wait on-scene for an ALS intercept. The contract with Cataldo will remain in place solely for back to back calls. Once Paramedic staffing level is sufficient, NFD would re-license its ambulance to handle all EMS (BLS and ALS) calls and the contract with Cataldo would be terminated.
- Assume Medicare will be the reimbursement source for the majority of BLS transports<sup>8</sup>; that fewer transports will be reimbursed at the higher rates paid by commercial (employer provided) health insurance or residents who pay privately and that some portion of transports will be of residents with no insurance.

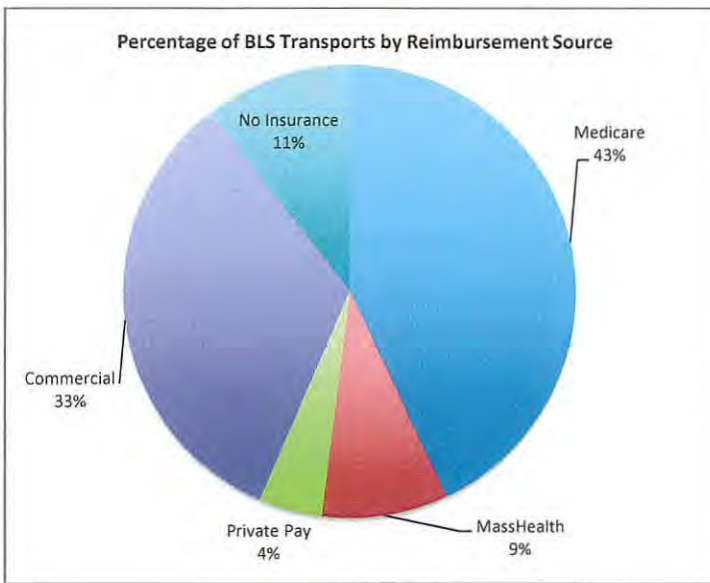
*Note- the state average Medicare payment is \$406, but Amesbury reports that it receives only \$300 on average & a somewhat lower rate from MassHealth for its beneficiaries. Cities/Towns must accept the government rate as payment in full and are prohibited from billing the patient for any difference between the rate paid and the actual cost of providing the service.*

- Assume that ambulance utilization is higher among the elderly, the poor and those with disabilities (those residents most likely to either be covered by a government insurance source or uninsured.)
- Assume that the city will adopt a 'hard' billing policy and contract with a skilled billing provider that will achieve a minimum collection rate of 85-90%<sup>9</sup>

<sup>8</sup> Medicare sets tiered rates for Basic Life Support (BLS) and Advanced Life Support (ALS) transports annually but these may vary by region of the country. ALS rates are typically 25-35% higher than BLS due to a higher level of medical care provided to the patient.

<sup>9</sup> The typical turn around time for Medicare payment should be within 60 days, but is dependent upon accuracy of the claim submitted which reflects patient information collected at the time of the transport as well as from dispatch. The wait for claims payment will also be affected by collection from any co-insurance a patient has -- (ie: in Massachusetts 76% of residents age 65 and over have a 'MediGap' policy) which will typically cover some portion of an ambulance trip and may extend the wait period another month. For claims covered by residents with commercial health insurance the turnaround time should be somewhat less. The RFP issued for an outside ambulance billing provider should reflect the city's minimum expectations for collections %, providing most current software and training to EMS staff, routine reports to allow for tracking of payments received and a company's experience and success rate in this type of billing.





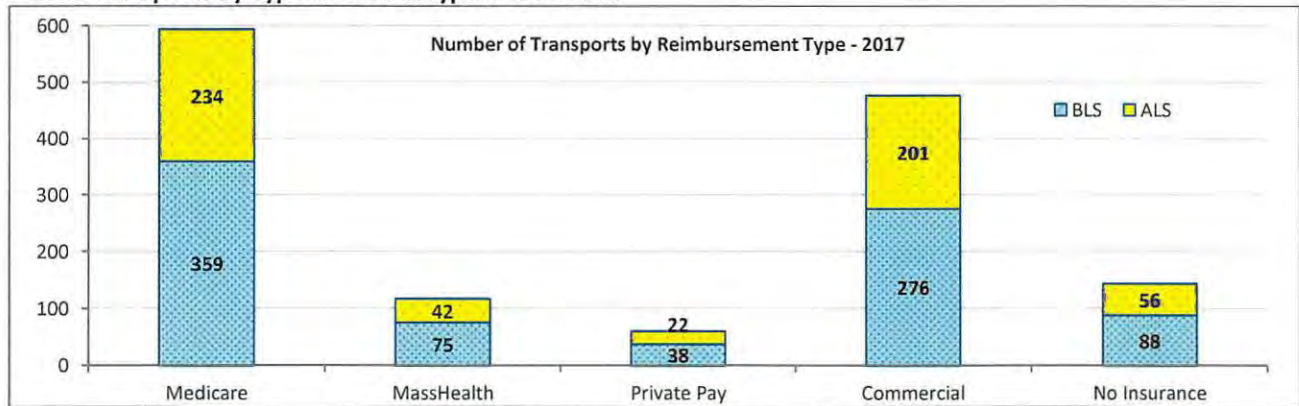
**Percent of BLS Transports by Reimbursement Source**

This projection assumes that government insurance (Medicare & Medicaid -aka MassHealth) will account for over 50% of total reimbursements, while Commercial and Private Pay total less than 40%. Some portion of residents with Medicare will also have a secondary insurance ("Medigap") policy, which is not accounted for here.

This projection also assumes that 10% of transports would be provided to uninsured residents, which may prove an overestimation.

Projections in this formula are conservative compared with payer mix data shared by Cataldo & the City of Amesbury. It is reasonable to expect that NFD could have fewer transports for residents who are uninsured and a higher number for those with Commercial insurance.

**V. 2017 Transports by Type for Newburyport -BLS vs ALS**



**VI. Projected Annual Revenue for NFD**

Source:	Reimbursement Rates	BLS Transports	Annual Revenue
Medicare	\$315	359	\$113,236
Medicaid	\$230	75	\$17,305
Private Pay	\$900	38	\$33,858
Commercial	\$900	276	\$248,292
No Insurance	\$0	88	\$0
		836	<b>\$412,691</b>
Mileage	\$7.26 * 4mi	836	<b>\$24,277</b>
<b>TOTAL</b>			<b>\$436,968</b>
Reimbursement for 50% ALS level trips @ Medicare rate	\$315	278	\$87,727
<b>Total Projected Revenue</b>			<b>\$524,695</b>

\* This revenue formula is based on the current NFD distribution of BLS/ALS transports for 2017 & assumes reimbursement rates that are at the lower end of current rates seen in the Commonwealth for each revenue source. The private pay rate would be set by the city; this figure is an average for Massachusetts's cities & towns. The figure used for commercial insurance plans is at the low end of what is typically paid for a BLS call.

\* This projection also assumes mileage reimbursement—currently \$7.26 per mile for Medicare (but higher for commercial insurers) at an average of 4 miles per transport.

\* Given that NFD will also transport ALS level calls, rather than wait for Cataldo intercept, a conservative estimate of reimbursement at the Medicare BLS rate for 50% of those trips is also included.

\* This projection does not include any estimate of reimbursements (closer to commercial rates) through auto insurance for transports resulting from MVAs.

**VII. Preliminary Conclusions/Recommendations**

This analysis suggests that Newburyport is uniquely situated to add ambulance transport to its existing EMS delivery. Taking that step would establish local control over the continuum for residents in need of emergency



medical treatment and improve outcomes of pre-hospital response. The factors discussed above that strongly support this conclusion include the following:

Newburyport's high population density, small area (8.4 square miles) and centrally located hospital distinguish it from surrounding communities. Combined these factors will greatly improve both response time, and turn-around over what is provided under the current contract.

The city's higher median income, high rate of health insurance, and low number of residents living under the poverty level or receiving public assistance suggest that reimbursement for ambulance transport will be stronger than exist in surrounding communities with municipally operated vehicles (i.e.: Amesbury, Newbury).

Demand for ambulance transport in the city is high due to an aging population and the presence of Nursing Homes, Assisted Living facilities and housing for seniors and disabled. In addition, new and recently completed housing units (Newburyport Landing – 14, Hillside – 48, Boston Way – 84, Evergreen – 38 with others planned – Brown School?) will also impact need for ambulance service in the near future.

Even with conservative estimates this analysis suggests that the projected revenues are more than sufficient to cover anticipated expenses for launch of city operated ambulance service.

NFD and the city would benefit from establishing an enterprise fund for a designated percentage of annual ambulance revenue to support future vehicle lease/purchase, additional training and equipment upgrades.

#### Additional Sources

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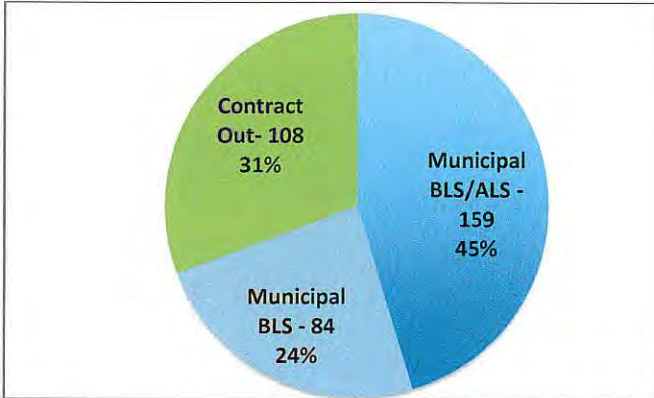
[www.towncharts.com](http://www.towncharts.com)

Zalar, Christine and Fitch, Jay, *Ambulance Services: Build Your Own or Contract Out? Transport/EMS services can change care models to help meet the Triple Aim*,: August 8, 2017

## APPENDIX A

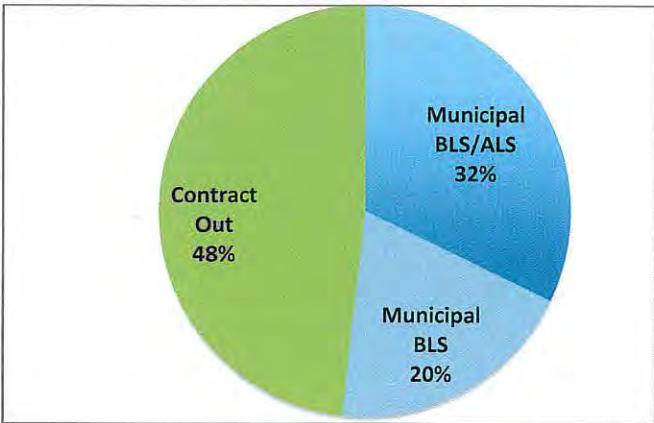
### Overview: Ambulance Services in Massachusetts – City Owned versus Contract

#### a. Cities/Towns by Type of Ambulance Service:



- 159, (45%) have municipally operated BLS and ALS ambulance transport.
- 84 (24%) have municipally operated BLS services and contract for ALS and back-up.
- The remaining 108 communities (31%) contract with a private provider for all ambulance transport.

#### b. Communities with an Acute Care Hospital/ED



- 57 cities/towns have 1 or more acute care hospitals (full ED services) within their borders.
- Of those 57 communities 18 (31.5%) operate their own ambulance transport services.
- An additional 11 cities (19%) operate BLS level transports.
- The remaining 27 (47%) contract out for transport from a private ambulance company a nearby hospital or another town.



## LYNCH, DESIMONE &amp; NYLEN, LLP

ATTORNEYS AT LAW

10 POST OFFICE SQUARE, SUITE 970N

BOSTON, MASSACHUSETTS 02109

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Facsimile: (617) 348-4545

Email: [RNylen@ldnllp.com](mailto:RNylen@ldnllp.com)

JOHN M. LYNCH, P.C.  
 ERNEST P. DESIMONE  
 RICHARD A. NYLEN, JR.  
 STEPHEN W. DECOURCEY  
 SHANNON MICHAUD

January 22, 2019

OF COUNSEL

JAMES W. MURPHY  
 WAYNE H. SCOTT

Via Email & Federal Express

Barry N. Connell, President, Council At-Large  
 Newburyport City Council  
 60 Pleasant Street  
 P.O. Box 550  
 Newburyport, MA 01950

**Re: Japonica, LLC: 3 & 5 Collins Farm Road, Newburyport, MA;  
 Execution of Conservation Restriction**

Dear President Connell and Members of the Newburyport City Council:

On behalf of Howard and Dorothy Fairweather of 4 Parsons Street, Newburyport, MA, I am hereby requesting that the City Council execute the attached original Conservation Restriction to be placed on 3.25 acres of Property at 3 & 5 Collins Farm Road in Newburyport. The Property is located on the bank of the Merrimac River. I have also attached a copy, so that the original can be set aside.

Mr. and Mrs. Fairweather purchased a large 4.2-acre lot off Collins Farm Road several years ago. In connection with constructing a single-family house on the lot, the Fairweathers agreed to restrict the lot to only one single-family house and to place the remaining 3.25 acres of the 4.2 acres into a permanent Conservation Restriction. According to the Restriction, further subdivision or construction of other structures on the restricted parcel is prohibited. The Restriction was drafted and shared with the Newburyport Conservation Commission, MassDEP and the Executive Office of Energy and Environmental Affairs. The Conservation Restriction follows a template drafted by the Commonwealth to encourage enforceable restrictions to provide additional open space and wildlife habitat. As a result of this restriction, the 3.5-acre wooded area and meadow will remain in a natural condition with no other housing. A copy of the restriction plan is attached to the Restriction.

As the Council may be aware, in order for the Conservation Restriction to be recorded and be in existence in perpetuity, it must go through a lengthy approval process, starting with the owner's signature, then signatures by the Conservation Commission, and the City Council, as well as a final signature by the Secretary of Energy and Environmental Affairs (EOEEA) before being recorded at the Registry of Deeds. The Conservation Restriction was developed over the past

January 22, 2019

2 | Page

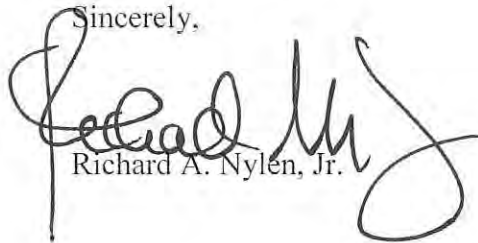
months with the Division of Conservation Services within EOEEA and the Newburyport Conservation Commission. The Conservation Commission agreed to act as the Grantee holding the restriction and the grantor/owner will make a payment of \$1500 per year into a fund to provide the Commission with monies for maintenance and enforcement, if necessary.

We respectfully request that you place this item on the Council's agenda. We will be pleased to appear before the Council to explain the Restriction in order to secure the Council's signature. The Restriction was executed by the owners and by the Newburyport Conservation Commission this month prior to the Council's signature, and the Conservation Commission is supportive of the Restriction.

As noted, I am attaching the original.

We look forward to continuing to work with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard A. Nylén, Jr.", written in a cursive style.

Richard A. Nylén, Jr.

RAN/kad  
Enclosure

cc: Howard H. Fairweather, Manager/Japonica, LLC  
Newburyport Conservation Commission  
Mr. Michael Juliano



**ORIGINAL**  
**For Signature**

**GRANTOR:** Howard H. Fairweather, of 4 Parsons Street, Newburyport, MA 01950, acting as Manager of Japonica LLC

**GRANTEE:** City of Newburyport

**ADDRESS OF**

**RESTRICTED PREMISES:** 3 and 5 Collins Farm Road, Newburyport, MA 01950

**FOR GRANTOR'S TITLE SEE:** Southern Essex District Registry of Deeds at Book 35080 at Page 601

### **CONSERVATION RESTRICTION**

Howard H. Fairweather, of 4 Parsons Street, Newburyport, Massachusetts 01950, acting as Manager of Japonica LLC, being the owner, constituting all of the owner(s), for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with QUITCLAIM COVENANTS to the City of Newburyport, a municipal corporation acting by and through its Conservation Commission with an address of 60 Pleasant Street, Newburyport, Massachusetts 01950, by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, their permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on the entirety of a 3.27-acre parcel of land in Newburyport, Massachusetts ("Restricted Premises"), which Restricted Premises is more particularly described in Exhibit A and shown on the reduced copy of a plan attached hereto in Exhibit B entitled: "Conservation Restriction Plan, prepared by Eaglebrook Engineering and Survey, LLC dated December 1, 2017, recorded herewith in the Southern Essex District Registry of Deeds at Plan Book \_\_\_\_\_ as Plan \_\_\_\_\_ (the "Plan"), both of which are attached hereto and incorporated herein.

This Conservation Restriction shall apply exclusively to the Restricted Premises and not to the remaining unrestricted portion of the Grantor's property abutting the Restricted Premises.

For Grantor's title to said land, see deed dated July 13, 2016, recorded in the Southern Essex District Registry of Deeds in Book 35080, Page 601.



## **I. PURPOSES:**

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be retained and maintained in perpetuity for conservation purposes, in their natural, scenic, open and undeveloped condition, and to prevent any use of the Restricted Premises that will materially impair or interfere with its conservation and preservation values (“conservation values”).

This Conservation Restriction is required by a Wetlands Order of Conditions (the “Order”) pursuant to Section 40 of Chapter 131 of the Massachusetts General Laws, which Order is filed under Massachusetts Department of Environmental Protection (MassDEP) File #051-0968, and recorded in the Essex South Registry of Deeds at Book 35941 Page 490.

### **The Conservation Values Include The Following:**

- **Open Space Preservation.** The Restricted Premises contribute to the protection of the scenic and natural character of Newburyport and the Merrimack River and the protection of the Restricted Premises will enhance the open-space value of these and nearby lands.
- **Flood Plain Protection.** A portion of the Restricted Premises lies within an area designated by the Federal Emergency Management Agency as having a 1% annual chance of flooding. The protection of this flood plain will ensure the continued availability of flood storage during major storm events.
- **Scenic Protection.** The Restricted Premises are located along the Merrimack River and contribute to the scenic and cultural landscape, and the Restricted Premises are important for its natural and scenic features.
- **Protection of Wildlife Habitat.** A portion of the Premises is located within an area designated as “Priority Habitat for Rare Species”, “Core Habitat for Aquatic Core”, and “Core Habitat Priority Natural Communities”, and as “Critical Natural Landscape” for its “Coastal Adaptation” and “Upland Buffer of Wetland Core” areas, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan. The Premises contains approximately 2 acres of wooded riverfront area and salt marsh buffer zone.
- **Water Quality Protection.** The Premises includes frontage along the Merrimack River and also abuts a significant salt marsh, and the protection of these areas on the Premises will buffer and limit the input to the Merrimack River and salt marsh of pollutants and other nutrients and runoff from developed areas on and off the Premises.

- Wetlands. The Premises contains salt marsh wetlands as delineated by the US Fish and Wildlife Service's National Wetlands Inventory, which wetlands provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Massachusetts General Laws Chapter 131, section 40).

## **II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES**

### **A. Prohibited Acts and Uses**

Subject to the exceptions set forth herein, the Grantor will not perform or allow other to perform the following acts and uses which are prohibited on, above, and below the Restricted Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Restricted Premises;
- (2) Mining, excavating, dredging or removing from the Restricted Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Restricted Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties;
- (7) Subdivision or conveyance of a part or portion of the Restricted Premises alone, or division or subdivision of the Restricted Premises (as compared to conveyance of the Restricted Premises in its entirety which shall be permitted), and no portion of the Restricted Premises may be used towards building or development requirements on this or any other parcel;



- (8) The use of the Restricted Premises for more than *de minimis* commercial recreation, business, residential or industrial use;
- (9) Any other use of the Restricted Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation values.

**B. Reserved Rights and Exceptions**

The Grantor reserves the right to conduct or permit the following activities and uses on the Restricted Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

- (1) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
- (2) Vegetation Management. In accordance with generally accepted forest management practices, selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Restricted Premises, including vistas, walking areas and meadows;
- (3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Restricted Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values or the purposes (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season;
- (5) Wildlife Habitat Improvement. With the prior written approval of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

- (6) Archaeological Investigations. The conduct of archaeological activities, including without limitation, survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission, or appropriate successor official.
- (7) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Restricted Premises, and the protected conservation values;
- (8) Outdoor Passive Recreational Activities. Walking, fishing, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for recreational activities;

**C. Notice and Approval.**

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee in writing, by a method requiring proof of receipt, not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

**III. LEGAL REMEDIES OF THE GRANTEE**

**A. Legal and Injunctive Relief.**

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Restricted Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to



resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

**B. Non-Waiver.**

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

**C. Disclaimer of Liability.**

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Restricted Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

**D. Baseline Documentation.**

In order to (a) establish the present condition of the Restricted Premises and the Conservation Values thereon which are protected by this Conservation Restriction and (b) enable the Grantee to monitor future uses of the Restricted Premises and (c) assure compliance with the terms hereof, the Grantor and Grantee agree and acknowledge that the natural characteristics, ecological features and physical and man-made conditions of the Restricted Premises as of the recording of this Conservation Restriction will be documented in an inventory (including reports, maps, photographs and other documentation) of the relevant features and conditions of the Restricted Premises (the "Baseline Documentation Report") and that said Baseline Documentation Report is an accurate representation of the present condition of the Restricted Premises. Grantor and Grantee agree that the conditions of the Restricted Premises could change as a result of natural processes or through Grantor's exercising rights reserved in II.B of this Conservation Restriction, and further agree that such changes may be reflected in updates to the Baseline Documentation Report as agreed to by both the Grantor and Grantee. Grantee may use the Baseline Documentation Report in enforcing provisions of this Conservation Restriction, but Grantee is not limited to the use of the Baseline Documentation Report to show a change of conditions. Verified originals of the Baseline Documentation Report will be deposited with the Grantor and in the permanent records of the Grantee. If the originals of said Baseline Documentation Report are subsequently destroyed by casualty or other circumstance, other

evidence may be offered by the parties to establish the condition of the property as of the date this Conservation Restriction is recorded. The Baseline Documentation Report is hereby incorporated into this Conservation Restriction by reference as if stated and included herein.

**E. Acts Beyond the Grantor's Control.**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Restricted Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Restricted Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Restricted Premises, if desirable and feasible.

**IV. ACCESS**

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Restricted Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Restricted Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Restricted Premises for the purpose of taking any and all actions with respect to the Restricted Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

**V. EXTINGUISHMENT**

**A.** If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

**B. Proceeds.**

Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction as entitled under the Internal Revenue Service Code, determined at the time of the gift, bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any



proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements

**C. Grantor/Grantee Cooperation Regarding Public Action.**

Whenever all or any part of the Restricted Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant.

**VI. ASSIGNABILITY**

**A. Running of the Burden.**

The burdens of this Conservation Restriction shall run with the Restricted Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Restricted Premises.

**B. Execution of Instruments.**

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees themselves to execute any such instruments upon request.

**C. Running of the Benefit.**

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a Donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VII. SUBSEQUENT TRANSFERS**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Restricted Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Restricted Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

## **VIII. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

## **IX. NON MERGER**

The parties intend that any future acquisition of the Restricted Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Restricted Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

## **X. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the



Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Essex South District Registry of Deeds.

#### **XI. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Essex South District Registry of Deeds.

#### **XII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Howard H. Fairweather, Manager  
Japonica, LLC  
4 Parsons Street  
Newburyport, MA 01950

To Grantee: City of Newburyport Conservation Commission  
60 Pleasant Street  
Newburyport, MA 01950

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

#### **XIII. GENERAL PROVISIONS**

##### **A. Controlling Law.**

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

##### **B. Liberal Construction.**

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any

interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

**C. Severability.**

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

**D. Entire Agreement.**

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

**E. Compensation for Monitoring.**

The Grantor shall make an annual payment of \$1,500 to Grantee to be used to monitor the Restriction and effect its purposes. Said payment shall be made on or before November 1 each year by Grantor; all shall be placed in a dedicated account by Grantee, which account shall not be used for purposes other than to monitor the Restriction and effect its purposes; including but not limited to enforcement.

**XIV. MISCELLANEOUS**

**A. Pre-existing Public Rights.**

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

**B. Homestead.**

The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Restricted Premises affected by this Conservation Restriction, and hereby agrees to record herewith a subordination and release of such rights as they may affect the Restricted Premises. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Chapter 188 Section 10(e) of the Massachusetts General Laws.

**C. Subordination.**

The Grantor shall record at the appropriate Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

**D.** Attached hereto and incorporated herein by reference are the following:

Signature pages:

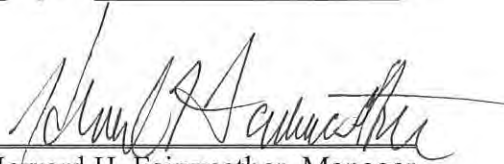
Grantor  
Grantee Acceptance  
Approval by the City of Newburyport City Council  
Approval by City of Newburyport Conservation Commission  
Approval by Mayor  
Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Description of the Premises  
Exhibit B: Reduced Copy of Plan of the Premises



WITNESS my hand and seal this 20<sup>th</sup> day of November, 2018



Howard H. Fairweather, Manager  
Japonica, LLC

For due authority, see Southern Essex Registry of  
Deeds Book \_\_\_\_\_ Page \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss. \_\_\_\_\_

On this 20<sup>th</sup> day of November 2018, before me, the undersigned notary public, personally Howard H. Fairweather, Manager of Japonica, LLC, and proved to me through satisfactory evidence of identification which was personal knowledge; hence to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public


My Commission Expires:

4.4.2025

**ACCEPTANCE OF GRANT BY CITY OF NEWBURYPORT  
CONSERVATION COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the City of Newburyport, Massachusetts, hereby certify that at a public meeting duly held on January 15, 2019, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Howard H. Fairweather, Manager of Japonica, LLC, pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8(C).

**NEWBURYPORT CONSERVATION COMMISSION:**

  
\_\_\_\_\_  
Joe Teixeira, Chairman

  
\_\_\_\_\_  
Doug Muir, Member

  
\_\_\_\_\_  
Stephen Moore, Vice-Chairman

\_\_\_\_\_  
Dan Warchol, Member

  
\_\_\_\_\_  
Paul Healy, Member

  
\_\_\_\_\_  
David Vine, Member

\_\_\_\_\_  
Dan Bourdeau, Member

**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

On this 15th day of January, 2019, before me, the undersigned notary public, personally appeared Joe Teixeira, Stephen Moore, Paul Healy, Doug Muir, ~~Dan Warchol~~, David Vine and ~~Dan Bourdeau~~, and proved to me through satisfactory evidence of identification which was known to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:



**PATRICIA E. BARKER**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 8, 2025

**APPROVAL OF CITY COUNCIL**

We, the undersigned, being a majority of the City Council of the City of Newburyport hereby certify that at a public meeting duly held on \_\_\_\_\_, 2019, the City Council voted to approve the foregoing Conservation Restriction from Howard H. Fairweather, Manager of Japonica, LLC, to the City of Newburyport acting by and through its Conservation Commission pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

**CITY COUNCIL**

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

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

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

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

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

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

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

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

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

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

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

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_, Sharif I. Zeid, Jared J. Eigerman, Heather L. Shand, Charles F. Tontar, Larry G. Giunta, Jr., Thomas F. O'Brien, Barry N. Connell, Joseph H. Devlin, Gregory D. Earls, Afroz Khan and Bruce L. Vogel and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**APPROVAL OF MAYOR OF NEWBURYPORT**

The undersigned, the Mayor of the City of Newburyport, hereby certifies that the foregoing Conservation Restriction from Howard H. Fairweather, Manager of Japonica, LLC, to the City of Newburyport acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Donna D. Holaday  
Mayor, the City of Newburyport

**COMMONWEALTH OF MASSACHUSETTS**

Essex County, ss.

On this \_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared the Honorable Mayor, Donna D. Holaday, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Howard H. Fairweather, Manager of Japonica, LLC, to the City of Newburyport acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
MATTHEW A. BEATON  
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this \_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Howard H. Fairweather, Manager of Japonica, LLC, to the City of Newburyport acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_, 201\_

\_\_\_\_\_  
MATTHEW A. BEATON  
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this \_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**EXHIBIT A**

**Legal Description of Restricted Premises**

**3-5 COLLINS FARM ROAD, NEWBURYPORT, MA**

Beginning at a point on the westerly sideline of Collins Farm Road at the southeasterly corner of Lot 69-5-A (Lot 3) thence;

N61°-41'-21"W      a distance of one hundred sixty-seven and eighty-five hundreds (167.85') feet along the property of William Michael Jacobs to a point, thence

N81°-18'-19"W      a distance of one hundred sixty-two and twenty-four hundreds (162.24') feet along the property of William Michael Jacobs to a point, thence

N19°-49'-55"E      a distance of seventy six and no hundreds (76.00') feet along the property of Patricia Chase to a point, thence

N35°-05'-22"W      a distance of one hundred and no hundreds (100.00') feet along the property of Patricia Chase to a point, thence

N58°-03'-09"W      a distance of sixty-two and no hundreds (62.00') feet along the property of Patricia Chase to a point on a stone wall, thence

Northerly            a distance of two hundred six (206') feet more or less, along the center of a stone wall and stream, along the property of David & Karen Hamel and the property of Christopher & Suzanne Rains to a point to the center of a creek, thence

Easterly             a distance of four hundred ninety (490') feet, more or less, along the center of the creek, along the property of Christopher & Suzanne Rains, to a point, thence

S10°-42'-53"E      a distance of one hundred twenty-eight (128') feet, more or less, along the property of Charles LaGasse, Jr to a point, thence

N89°-19'-29"W      a distance of ninety-seven and sixty-eight hundreds (97.68') feet along property of Japonica, LLC to a point, thence

S83°-15'-52"W      a distance of fifty-five and sixty hundreds (55.60') feet along the property of Japonica, LLC to a point, thence

S01°-38'-51"W      a distance of ninety-five and forty-five hundreds (95.45') feet along the property of Japonica, LLC to a point, thence

- S89°-50'-12"E a distance of seventeen and thirty-two hundreds (17.32') feet along the property of Japonica, LLC to a point, thence
- S37°-33'-10"W a distance of fifty-two and seventy-one hundreds (52.71') feet along the property of Japonica, LLC to a point, thence
- S52°-17'-43"E a distance of thirty-seven and thirty-six hundreds (37.36') feet along the property of Japonica, LLC to a point, thence
- N37°-42'-17"E a distance of thirty-one and twenty hundreds (31.20') feet along the property of Japonica, LLC to a point, thence
- N52°-06'-51"W a distance of twenty-five and forty-four hundreds (25.44') feet along the property of Japonica, LLC to a point, thence
- N37°-33'-10"E a distance of thirty and thirty hundreds (30.30') feet along the property of Japonica, LLC to a point, thence
- N89°-19'-03"E a distance of twenty-three and thirty-six hundreds (23.36') feet along the property of Japonica, LLC to a point, thence
- S12°-27'-07"E a distance of forty-three and no hundreds (43.00') feet along the property of Japonica, LLC to a point, thence
- S26°-24'-34"E a distance of ninety-five and no hundreds (95.00') feet along the property of Japonica, LLC to a point, thence
- S08°-33'-21"W a distance of ninety and sixty-seven hundreds (90.67') feet along the property of Japonica, LLC to a point, thence
- S75°-18'-13"E a distance of twenty and no hundreds (20.00') feet along the property of Japonica, LLC to a point on the sideline of Collins Farm Road, thence
- S00°-55'-56"E a distance of one hundred seventeen and thirty-nine hundreds (117.39') feet along the sideline of Collins Farm Road to the point of beginning.

The area of the conservation restriction area is 142,350 square feet (3.27 acres) more or less and is also shown on the reduced copy of the recorded plan in Exhibit B as the Conservation Restriction Area.

**EXHIBIT B**

**Conservation Restriction Plan**





**EAGLEBROOK**  
ENGINEERING  
& SURVEY, LLC  
301 MAPLE STREET, SUITE 103  
HAVERHILL, MASSACHUSETTS  
01830

**FAIRWEATHER RESIDENCE**  
LOCATED IN  
NEWBURYPORT, MASSACHUSETTS  
PREPARED FOR  
**HOWARD & DOROTHY FAIRWEATHER**  
4 PARSONS STREET  
NEWBURYPORT, MA

STAMP

DATE:  
NOVEMBER 26, 2018

NO.	DESCRIPTION	DATE

DRAWN BY: BEJ  
CHECKED BY: KFC  
SCALE: AS NOTED  
PROJECT NO: 16-016

TITLE:  
**CONSERVATION  
RESTRICTION  
PLAN**

**CR-1**

SHEET NO. 1 OF 1

FOR RECORD OF DEEDS USE ONLY

I DECLARE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THE PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE REQUIREMENTS OF THE REGISTRY OF DEEDS.

FOR EAGLEBROOK ENGINEERING & SURVEY, LLC DATE

**NOTES:**

1. THIS PLAN HAS BEEN PREPARED TO ACCOMPANY A CONSERVATION RESTRICTION TO BE PLACED ON A PORTION OF LOT 3 AND LOT 16. THE LIMIT OF DEVELOPMENT IS APPROXIMATELY 27,104.4 SQUARE FEET. THE CONSERVATION RESTRICTION AREA IS APPROXIMATELY 147,250.4 SQUARE FEET OR 2.72 ACRES.
2. THE PROPERTY IS LOCATED IN THE R1 SINGLE FAMILY ZONING DISTRICT.
3. THE RECORD OWNER OF THE PROPERTY IS JAPONICA LLC. THE PROPERTY IS DESCRIBED AS PARCEL 1 IN DEED BOOK 3588A, PAGE 601; JAPONICA LLC DING BOW, LOTS 3 AND LOT 16.

**REFERENCES:**

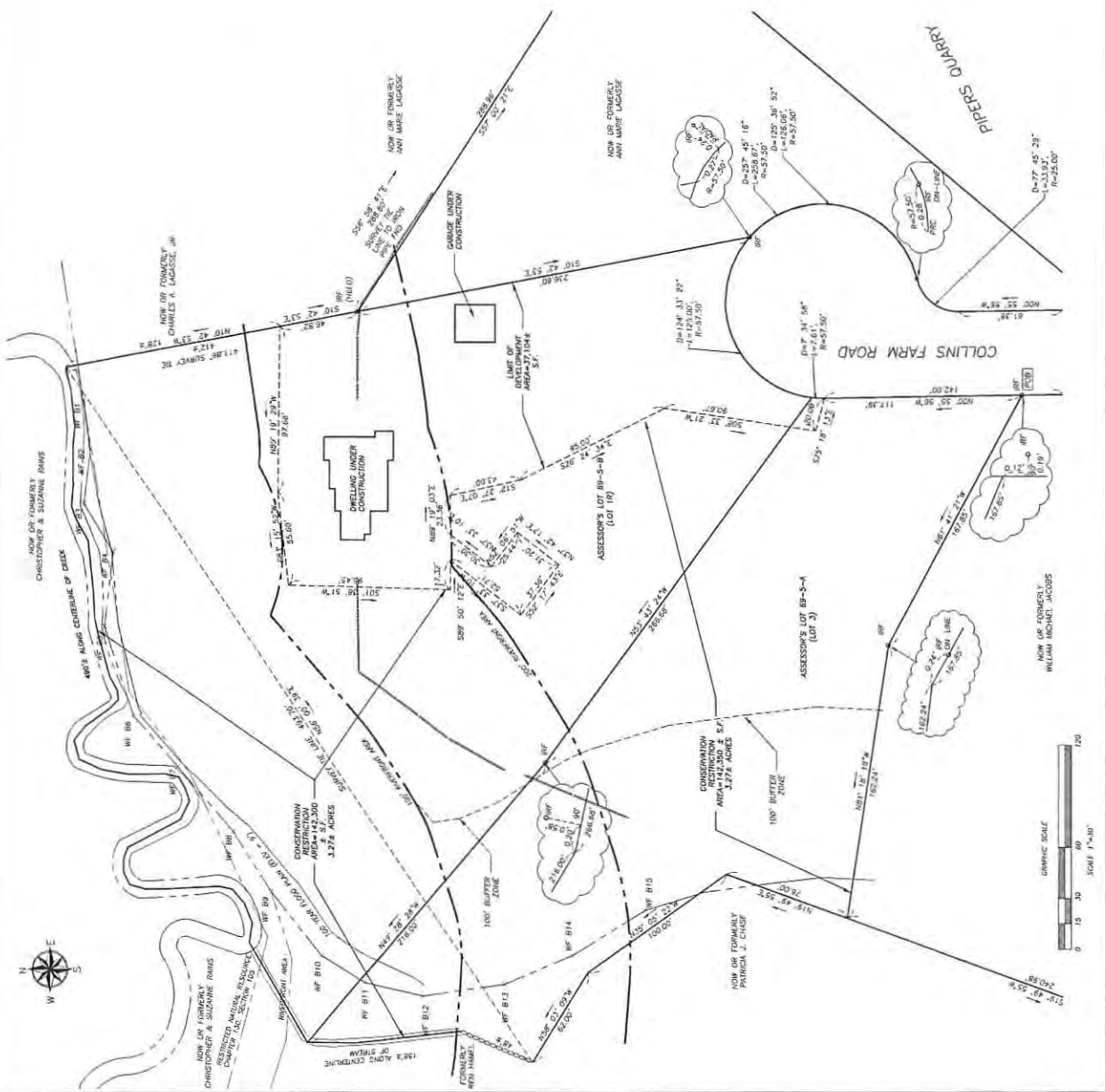
- RECORD BOOK 3588A, PAGE 601
- PLAN BOOK 238F, PLAN 77
- PLAN BOOK 238F, PLAN 78
- PLAN BOOK 179, PLAN 37
- PLAN BOOK 232, PLAN 100

**LEGEND:**

- RF BOUNDARY
- RF POINT OF BEGINNING

I DECLARE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THE PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE REQUIREMENTS OF THE REGISTRY OF DEEDS. THE PLAN SHOWS EXISTING OWNERSHIP AND THE LIMITS OF THE CONSERVATION RESTRICTION. THE PLAN SHOWS EXISTING STREETS AND HAS BEEN PREPARED IN CONFORMANCE WITH THE REQUIREMENTS OF THE REGISTRY OF DEEDS. THE PLAN SHOWS EXISTING CONDIMNATIONS OF NEW STREETS AND HAS BEEN PREPARED IN CONFORMANCE WITH THE REQUIREMENTS OF THE REGISTRY OF DEEDS. THE PLAN SHOWS EXISTING CONDIMNATIONS OF NEW STREETS AND HAS BEEN PREPARED IN CONFORMANCE WITH THE REQUIREMENTS OF THE REGISTRY OF DEEDS. THE PLAN SHOWS EXISTING CONDIMNATIONS OF NEW STREETS AND HAS BEEN PREPARED IN CONFORMANCE WITH THE REQUIREMENTS OF THE REGISTRY OF DEEDS.

FOR EAGLEBROOK ENGINEERING & SURVEY, LLC DATE



**APPOINTMENTS  
FIRST READING**



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

COMMUNICATIONS OFFICE  
NEWBURYPORT, MA  
JAN 30 PM 1:39

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: January 30, 2019  
Subject: Appointment

-----  
I hereby appoint, subject to your approval, the following named individual as a member of the Library Board of Directors. This term will expire on February 1, 2026.

Christian Hansen  
29 Hill Street  
Newburyport, MA 01950



# Christian Hansen

29 Hill St. Newburyport, MA 01950 | 917.518.3946 | christianhansen@gmail.com

**January 28, 2019**

Mayor Donna Holaday  
City of Newburyport  
60 Pleasant Street  
Newburyport, MA 01950

**Dear Mayor Holaday:**

In the summer of 2014, my wife, 4-year-old son and I packed up our tiny New York City apartment into a single U-Haul truck and drove the 265 miles to Newburyport; a town I had visited a grand total of two times prior to the move. We left behind dear friends, delicious bagels, and amazing pizza. Naturally, I had some trepidation. But not two weeks after pulling into our driveway in the South End, we instantly met kind people, discovered Abraham's bagels, and devoured a tasty slice from Anchor Stone pizza. I knew we had made the right choice.

Recently, Gary Gorski shared that there was an open solicitation for potential members of the Newburyport Library Board. While I have volunteered for various community events, from Bartlett Mall day to Christmas Tree Santas, I haven't yet had the opportunity to assume a more regular role in giving back to my community.

The Newburyport Public Library has served as a wonderful destination for my son, who enjoys guessing the number of objects in the jar (and actually won the stuffed panda in November), my wife who seems to always have an email with the subject "Available Hold Pickup Notice", and for myself who has found the non-fiction collection on the third floor to be a place of unending inquiry. I would love an opportunity to ensure that the Library continues to be an institution for thought, community and joy and am confident that I would make positive contributions to the Board of Directors.

Thank you for your consideration,

Sincerely,



**Christian Hansen**

# Christian Hansen

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29 Hill St. Newburyport, MA 01950 | 917.518.3946 | christianhansen@gmail.com

## Objective

Seeking an opportunity to contribute to the broader Newburyport community through consideration for appointment to the Newburyport Public Library Board of Directors

## Education

### **B.S. OCCUPATIONAL THERAPY | 2000 | DOMINICAN UNIVERSITY OF CALIFORNIA**

- Major: Occupational Therapy
- Graduated Magna Cum Laude with Departmental Honors and Dean's List

## Summary

- Current Sales Account Executive, former public school Occupational Therapist, father, husband, strong supporter of the arts, and Newburyport community enthusiast.
- Four year resident of Newburyport and regular patron of both the Newburyport Library and Merrimack Valley Library system

## Experience

### **DIRECTOR OF EAST COAST SALES | SWING EDUCATION | AUGUST '18 - PRESENT**

- Currently direct a team of three persons with the goal of new market penetration, expansion of current accounts and relevant marketing campaigns
- Regular communication with school district personnel, from superintendents to secretaries, to determine needs and appropriate solutions for providing a supplemental substitute teacher resource.

### **REGIONAL SALES MANAGER | NEARPOD | JUNE '17 - AUGUST '18**

- Responsible for leading a multidisciplinary team of five, comprised of territory-focused sales development representatives, account manager, subject matter expert and implementation specialist
- Secured agreements with large and midlevel school districts including Boston Public Schools, Baltimore City Public Schools, Newark Public Schools, and Newburyport Public Schools

### **ACCOUNT EXECUTIVE | PRESENCE LEARNING | JUNE '13 - JUNE '17**

- Responsible for marketing and sales strategy into Northeast to provide online speech and language, occupational therapy and psychological services to school districts
- Frequent presenter at workshops at state and national conferences to audiences upwards of 250 participants

### **SENIOR OCCUPATIONAL THERAPIST | NYC DEPT. OF EDUCATION | AUGUST '02 - MAY '13**

- Evaluated and provided treatment for kindergarten through 12<sup>th</sup> grade students
- Collaborated with senior administrators, teachers, intervention specialists, related service providers and parents regarding intervention and available services

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



# COMMUNICATIONS

**Ad Hoc Committee on Waterfront West**  
**Report to the Newburyport City Council**

**January 28, 2019**

**A. Introduction:**

On October 29, 2018, Newburyport City Council President Barry N. Connell announced the formation of an “*Ad Hoc Committee on Waterfront West:*”

1. To review relevant portions of the following key City documents: (i) 2003 Waterfront Strategic Plan; (ii) 2017 Master Plan; and (iii) Newburyport Zoning Ordinance, especially Section XXIV (Waterfront West Overlay District).
2. To consider the following land use issues: (i) flooding and resilience; (ii) land uses, including “facilities of public accommodation,” such as retail, restaurant, and hotel; (iii) dimensions, including residential density, building massing, building height, lot coverage, etc.; (iv) open space; (v) vehicular, pedestrian, and other access; (vi) parking and loading; (vii) inclusionary affordable housing; (viii) design standards; (ix) permitting mechanism; and (x) public benefits.
3. To confer with City staff, special legal counsel Rebecca Lee, landowner New England Development, and other key stakeholders; and
4. To report (“Report”) key findings to the full City Council at its meeting of December 10, 2018, including: (i) any recommended further studies, such of traffic or utilities impacts, photosimulation, etc.; (ii) any recommended amendments to the Newburyport Zoning Code Section XXIV (WWOD); and/or (iii) any recommended terms of a development agreement with a future project sponsor.

President Connell has since extended the deadline for the *Ad Hoc Committee* to submit its report to the City Council’s regular meeting scheduled for January 28, 2019. This is the Report.



Figure 1: Waterfront West Overlay District (WWOD) area

**B. Membership of the Ad Hoc Committee:**

As directed by the President, the *Ad Hoc* Committee had the following voting and non-voting members:

Voting Members:

- Jared Eigerman (Chair), City Council, Ward 2 (Cmte. on Planning & Development, joint Zoning Advisory Committee)
- Larry Giunta, City Council, Ward 5 (Cmte. on Planning & Development)
- Heather Shand, City Council, Ward 3 (Cmte. on Planning & Development)
- Joe Devlin, City Council, At Large
- Afroz Khan, City Council, At Large (joint Zoning Advisory Committee)

Ex Officio, Non-Voting Members:

- Andy Port, Office of Planning & Development, Planning Director (joint Zoning Advisory Committee)
- Leah McGavern, Planning Board, Vice Chair

In addition, as directed by the President, all other members of the City Council were eligible to participate in the meetings of the *Ad Hoc* Committee: Barry Connell (At Large); Tom O'Brien (Ward 6); Greg Earls (At Large); Charlie Tontar (Ward 4); and Sharif Zeid (Ward 1).<sup>1</sup>

**C. Proceedings of the Ad Hoc Committee:**

The *Ad Hoc* Committee met six (6) times: November 8, 2018; November 15, 2018; November 20, 2018; November 29, 2018; December 6, 2018; and December 17, 2018. In conjunction with the introductory November 8 meeting, an agenda was posted for the first five meetings. The Chair later caused notice and an agenda to be posted for the sixth and final meeting, on December 17, 2018.

The introductory meeting lasted one hour, and each subsequent meeting took 90 minutes, or longer. For some meetings of the *Ad Hoc* Committee, Planning Board members Anne Gardner or Rishi Nandi served in place of Leah McGavern. Councillor Shand could not attend the final meeting on December 17, 2018.

The Chair circulated memoranda, including to interested members of the public, before each meeting. Copies are appended to this Report at Appendix A. The memoranda normally included a recitation of the agenda for the upcoming meeting, suggested goals for the discussion that night, and relevant documents, such as written testimony from stakeholders.

Except at the introductory meeting, verbal comments from members of the public were allowed at each meeting of the *Ad Hoc* Committee. Written comments from the public were accepted throughout the life of the committee

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<sup>1</sup> City Councillor Bruce Vogel (At Large) is recused from this matter.



The Office of Planning & Development maintains a webpage regarding planning and zoning issues around Waterfront West at <https://www.cityofnewburyport.com/planning-board/pages/waterfront-west> . All documents distributed by the Chair of the *Ad Hoc* Committee, including written public comment, were also posted on this webpage, where they remain available to the public.

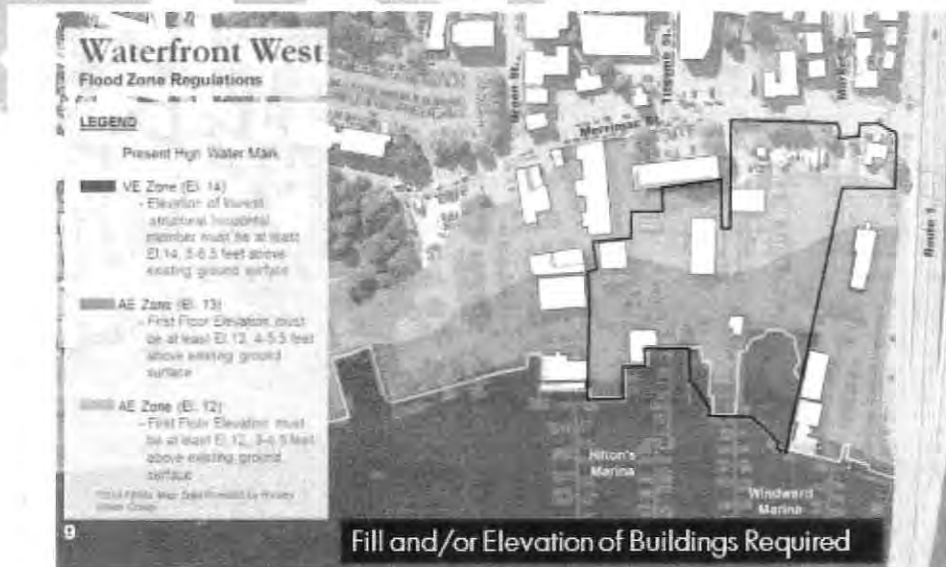
To aid deliberations by members, the Chair provided Committee members with a matrix (tabular grid) that reprinted relevant provisions from the 2003 Waterfront Strategic Plan and the current version of Newburyport Zoning Ordinance Section XXIV as to the ten (10) *key land use considerations* for the *Ad Hoc* Committee in connection with Waterfront West. A copy is appended to this Report at Appendix B.

**D. Summary of Recommendations by Land Use Consideration**

The various recommendations of the *Ad Hoc* Committee by land use consideration were as follows:

**1. Recommendations re Flooding and Resilience**

- a. Zoning Provision: Require lowest residential floors to begin two feet (2'-0") above the mapped FEMA Flood Plain, meaning 14'-0" and 13'-0" above grade in the AE (13'-0") and AE (12'-0") Flood Plain Zones as shown on FIRM Panel 25009C0136G effective July 16, 2014, and FIRM Panel 25009C0128F effective July 3, 2012, as they may be further amended by FEMA.
- b. Zoning Provision: Require WWOD-SP applications to be accompanied by a flood-mitigation study and action plan (*e.g.* shelter in place by residents and relocation of parked cars), to be "peer reviewed" by a City consultant at the applicant's cost.

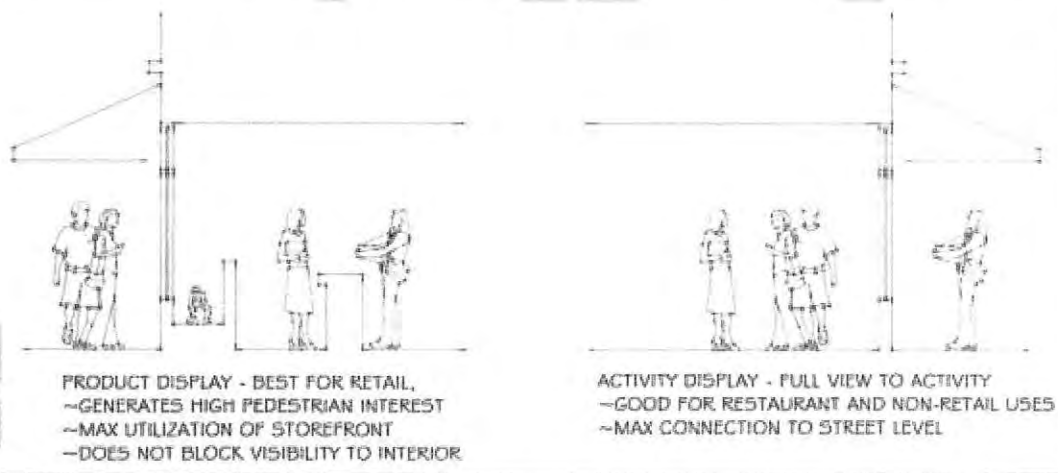


*Figure 2: 2014 Revisions to Flood Zone Mapping*

**2. Recommendations re Land Uses**

The existing Waterfront West Overlay District (WWOD) requires compliance with certain unique conditions prior to Planning Board grant of a Waterfront West Overlay District Special Permit (WWOD-SP) to construct an overall development plan. Following are the Committee's recommendations with respect to existing or proposed zoning provisions:

- a. Zoning Provision: Maintain four-acre minimum site area, as a prerequisite for Planning Board review and approval of any proposed project under the WWOD.
- b. Zoning Provision: Require hotel use.
- c. Zoning Provision: Dwellings may be short-term rentals.
- d. Zoning Provision: Permit Office uses by right.
- e. Zoning Provision: Permit Residential uses by right.
- f. Zoning Provision: Require no less than 5,000 sq. ft. and no more than 10,000 sq. ft. of retail / restaurant / services use.
- g. Zoning Provision: Set a maximum square footage for each retail / restaurant / services establishment.
- h. ~~Zoning Provision: Consider maximum size requirements for retail / restaurant / services establishments in order to limit or prohibit "big box" chain stores.~~
- i. Zoning Provision: As in 2003 Plan, require "healthy mix of uses" that "support vibrant mix of activities year round."
- j. Zoning Provision: As in 2003 Plan, require that active ground-floor uses (*i.e.* Facilities of Public Accommodation) front main streets and anchor corners, but such uses are not required along the ground floor of secondary streets (which are typically residential).



**Figure 3: Traditional ground-level commercial uses activate the streetscape.**

- k. **Zoning Provision:** As in 2003 Plan, allow residential uses and screened parking and loading at ground floor of secondary streets.
- l. **Zoning Provision:** Unlike in 2003 Plan, do not specify types of goods and services that must be offered.
- m. **Zoning Provision:** As in 2003 Plan, require public pedestrian route paralleling river, except that configuration may adapt to elevated storefronts, alignment of harborwalk extension, *etc.*
- n. **Zoning Provision:** As in 2003 Plan, require public pedestrian areas to be accessible and inviting day and night, and in every season.



**3. Recommendations re Dimensions**

- a. Zoning Provision: Unlike in 2003 Plan, new architecture need not “conform” to the Federal-style buildings along lower State Street and Market Square, but must still demonstrate compatibility with its character and quality.
- b. Zoning Provision: Maintain current zero-lot-line minimum front setback with up to 6’-0” maximum to allow for traffic visibility across corners and driveways and design articulations, such as protruding architectural features, provided that such front setbacks do not affect more than 40% of street walls.
- c. Zoning Provision: Maintain current zero-lot-line minimum side and rear setbacks, except for 20’-0” from existing residential uses above the first level outside of the WWOD-SP area.
- d. Zoning Provision: Require WWOD-SP applications to be accompanied by a three-dimensional computer model of building massing, to be reviewed by the Office of Planning & Development and an urban design consultant providing “peer review” services to the City at the applicant’s expense.
- e. Further Study: Need for 33% minimum open space excluding streets.
- f. Further Study: Need for minimum lot coverage given City’s design goals.
- g. Further Study: Need for minimum street frontage given City’s design goals.
- h. Further Study: Need for minimum lot area given required ways, open spaces, *etc.*
- i. Further Study: (i) 35’-0” maximum building height (measured to mid-point of sloped roof) northerly of Wharf Street; (ii) 55’-0” maximum building height (measured to mid-point of sloped roof) solely for buildings with frontage along Merrimac Street, with top floor to include required step-back; and (iii) 45’-0” maximum building height (measured to mid-point of sloped roof) for all other buildings, with top floor to include required step-back.

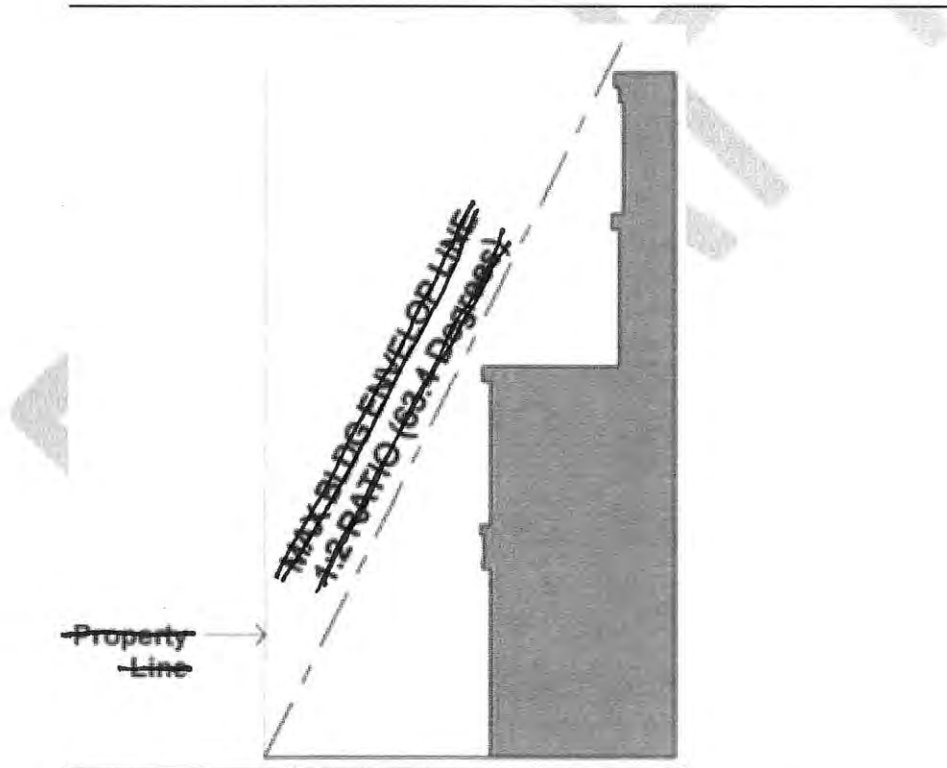
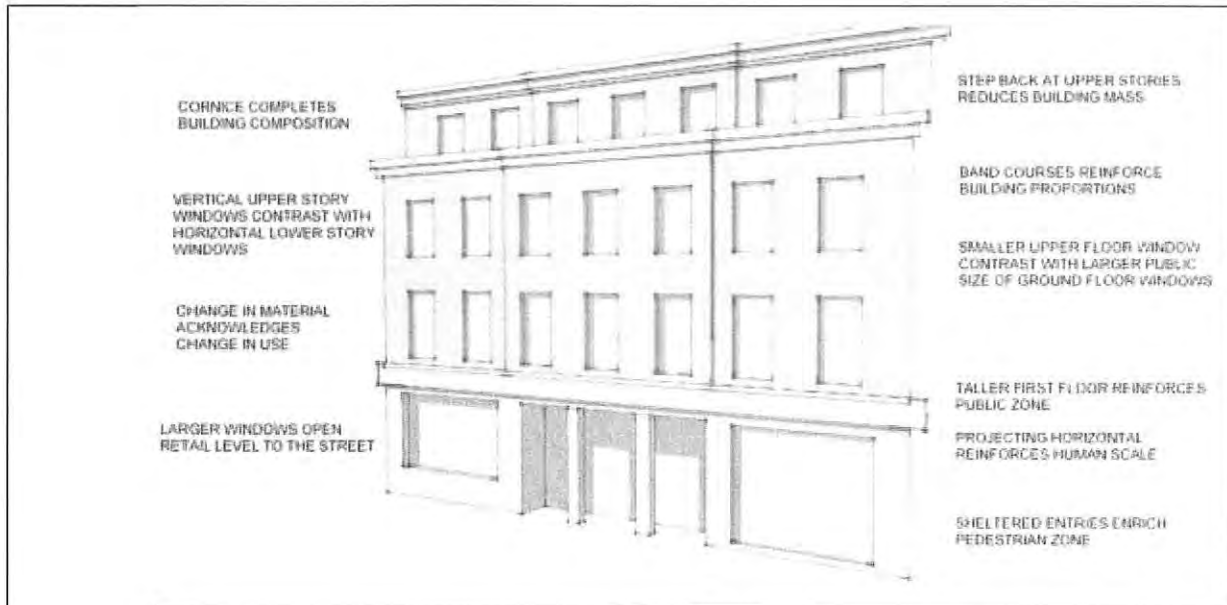


Figure 11: Upper floors must be set back from lower level building facade to ensure that taller buildings still present a comfortable and compatible scale to pedestrians.

- j. Further Study: Requiring building setbacks above ground level that are greater than 10'-0" from the existing Hortons Yard building at 58 Merrimac Street.

#### 4. Recommendations re Open Space

- a. Zoning Provision: As in 2003 Plan, require dedication to City of public access easements across streets, walks, and squares.
- b. Zoning Provision: As in 2003 Plan, require a “public [square]”<sup>2</sup> lined with publicly oriented uses (i.e. Facilities of Public Accommodation), that should be a “well designed urban space” and a “public destination.”



*Figure 4: Outdoor seating and pedestrian amenities ensure a vibrant public space.*

- c. Zoning Provision: Require the following unbuilt (i.e. open) areas: (i) “Wharf Street” + “Market Street Extension” (aka “Tournament Wharf Way”) + “McKay’s Wharf Way” + “Brown’s Wharf Way;” (ii) perimeter Harborwalk along riverfront; and (iii) one centrally located “public [square].”
- d. Zoning Provision: As in 2003 Plan, allow exterior parking within “Wharf Street,” in this case to serve marina uses, but with surface materials, bollards, and other urban design features to emphasize the importance of pedestrians, with subordinate vehicular access available to parking spaces.

<sup>2</sup> In response to a public comment that the term “plaza” carried too-certain connotations, the sense of the *Ad Hoc* Committee was to substitute a new word for it.





*Figure 9: Changing color-coded Paver materials, landscaping, and other site amenities ensure that pedestrians know where they are safe, and advise drivers to give deference to pedestrians and bicyclists along Wharf Street, public square, and other public spaces.*

- e. Zoning Provision: Revise existing Section XXIV-D(C) for consistency with current MGL c. 91 requirements as to setbacks from high-water mark, Water-Dependent Use Zone (WDUZ) etc.
- f. Further Study: Consider requiring a financial contribution (mitigation fee) towards the City's adjacent Central Waterfront Park Expansion in lieu of on-site open space.
- g. Further Study: Unlike in 2003 Plan, require "public [square]" to exceed 10,000 sq. ft. in area, accounting for "Wharf Street" passing through it.

## **5. Recommendations re Vehicular, Pedestrian, and Other Access**

- a. Zoning Provision: Require character of internal streets, especially surface materials, to indicate that vehicles are secondary in importance to pedestrians and bicyclists.
- b. Zoning Provision: As in 2003 Plan, require continuous Harborwalk through the WWOD-SP area at a width of 10 to 12 feet on average, predominately following the Merrimack River shoreline.



**Figure 12: Public Harborwalk, public square, and interconnecting ways provide public access to and throughout Waterfront West.**

- c. **Zoning Provision:** As in 2003 Plan, “lateral” (*i.e.* north-south) public access must be provided along “Brown’s Wharf Way,” “McKay’s Wharf Way,” and “Tournament Wharf Way” (aka “Market Street Extension”).
- d. **Zoning Provision:** As in 2003 Plan, require dedication to City of public access easements across streets, walks, and squares.
- e. **Zoning Provision:** As in 2003 Plan, building should not be set back from streets, as customary in downtown Newburyport.
- f. **Zoning Provision:** As in 2003 Plan, continue to “encourage” mid-block alleys, but do not require them.
- g. **Zoning Provision:** As in 2003 Plan, “Wharf Street” should be “completely public in nature and have public parking along it for increased waterfront access;” continue to require it to be lined with public uses (*i.e.* Facilities of Public Accommodation), and require connection to, and integration with the central public square, however the conceptual design contemplated for “Wharf Street” in 2003 Plan must be revised and adapted to address current floodplain considerations.
- h. **Further Study:** Review, revise and optimize cross-sectional dimensions for internal streets, based on those originally included in 2003 Plan. For example, vehicular traffic lanes in 2003 Plan appear overly wide for downtown Newburyport, but sidewalks remain desirable, as well as sufficient width for a seating area (perhaps elevated) at “Wharf Street.”

## **6. Recommendations re Parking and Loading**

- a. Zoning Provision: As in 2003 Plan, large, surface parking lots must be avoided. For example, parking should be encouraged within building ground floors to the maximum extent possible, recessed and properly screened from public view.
- b. Zoning Provision: As under current zoning, parking should be provided within or in close proximity to WWOD “without the use of municipal parking lots or structures or Newburyport Redevelopment authority parking lots or structures.”
- c. Zoning Provision: Require parking to support principal uses in the following ratios: (i) Hotel = 1.0 guestroom; (ii) Marina = 0.5 per slip; and (iii) Residential = 1.0 per studio, 1.25 per 1BR, 1.5 per 2BR, and 2.0 per 3BR+.
- d. Zoning Provision: Allow remote parking to support retail by setting a minimum number of spaces (including handicapped accessible spaces) and then allowing payment into Intermodal Transportation Improvement Fund (ITIF) per Zoning Ordinance sec. VII-A, but see Recommendation 6.b, above.
- e. Zoning Provision: As under current zoning, permit “shared” parking by WWOD special permit, but must be justified based upon an analysis and projection of summer peak demand.<sup>3</sup>
- f. Zoning Provision: Require post-occupancy parking studies for each phase of development, and allow refinement of parking requirements for subsequent phases of development.
- g. Zoning Provision: As under current zoning, allow on-street parking within the WWOD-special permit area. However, design detail must be strictly controlled to ensure pedestrian precedence over automobiles.
- h. Further Study: Consider allowing remote parking to be located 500 feet from non-residential uses, instead of merely 300 feet.

## 7. **Recommendations re Inclusionary Affordable Housing**

- a. Zoning Provision: Require the number of affordable housing units to be no fewer than 12% of the total number of residential units, rounding all fractions upward.
- b. Zoning Provision: Forbid in-lieu cash payments for required affordable housing units, and require all such units to be located within the WWOD-SP area.<sup>4</sup>
- c. Further Study: Consider requiring some units to be made affordable to households making no more than 50% of area median income (AMI) instead of all such units being made affordable to households making no more than 80% of AMI (typical). Alternatively, require the share of affordable units to be 15% instead of 12%.

<sup>3</sup> City Councilor Sharif Zeid (Ward 1), a non-voting member of the *Ad Hoc* Committee, proposed that shared parking not be permitted for principal residential uses.

<sup>4</sup> City Councilor Barry Connell (At Large), a non-voting member of the *Ad Hoc* Committee, proposed that required affordable housing units be allowed outside of the WWOD-special permit area.



**8. Recommendations re Design Standards**

- a. Zoning Provision: Development need not “conform” to downtown Newburyport designs, however, as in 2003 Plan, encourage “continuous street faces” and discouraging “long monotonous façades.”
- b. Zoning Provision: Require “high-quality” design.
- c. Further Study: Forbid flat roofs.
- d. Zoning Provision: Encourage varied architecture to give the appearance of multiple architects, even if undertaken by a single developer.
- e. Zoning Provision: As in 2003 Plan, require buildings to have “fronts” and “backs.”
- f. Zoning Provision: Discourage blank façades (*e.g.* garage doors).
- g. Further Study: Encouraging traditional fenestration patterns.
- h. Further Study: As in 2003 Plan, consider whether to encourage traditional materials (red brick and slate-colored roofing), except, perhaps, directly next to the riverfront where wooden siding would be encouraged.
- i. Zoning Provision: Incorporate minimum architectural and site design standards as baseline requirements considered during Planning Board review and approval, similar to those contained within Newburyport’s 40R Smart Growth District (Zoning Ordinance Section XXIX).

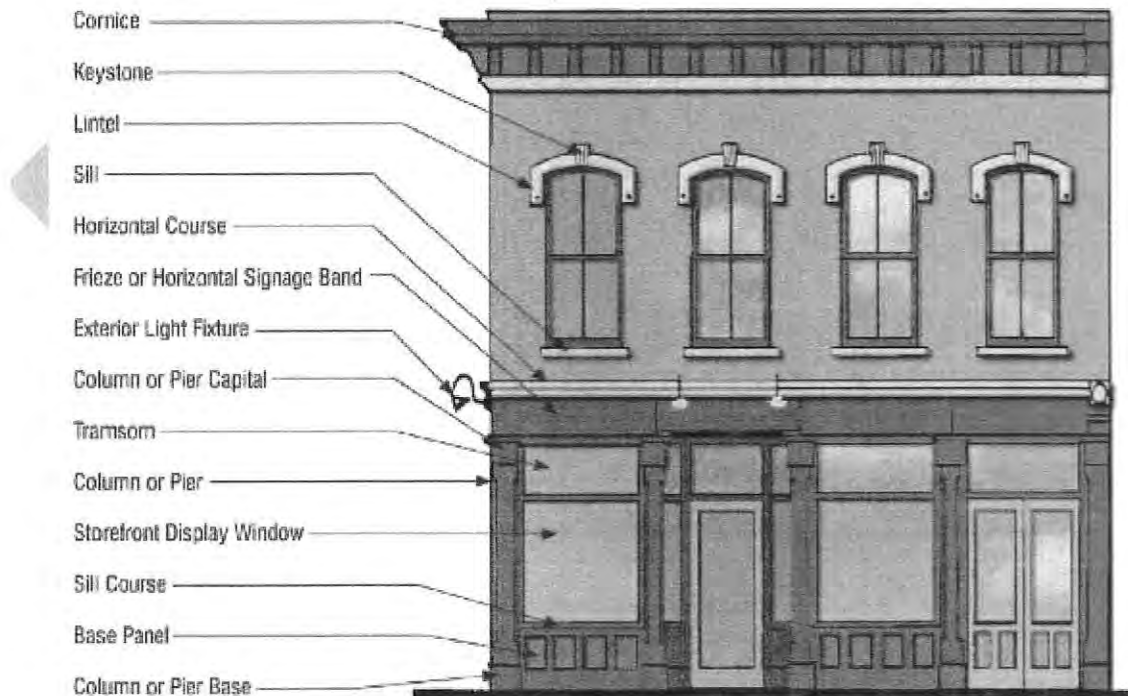
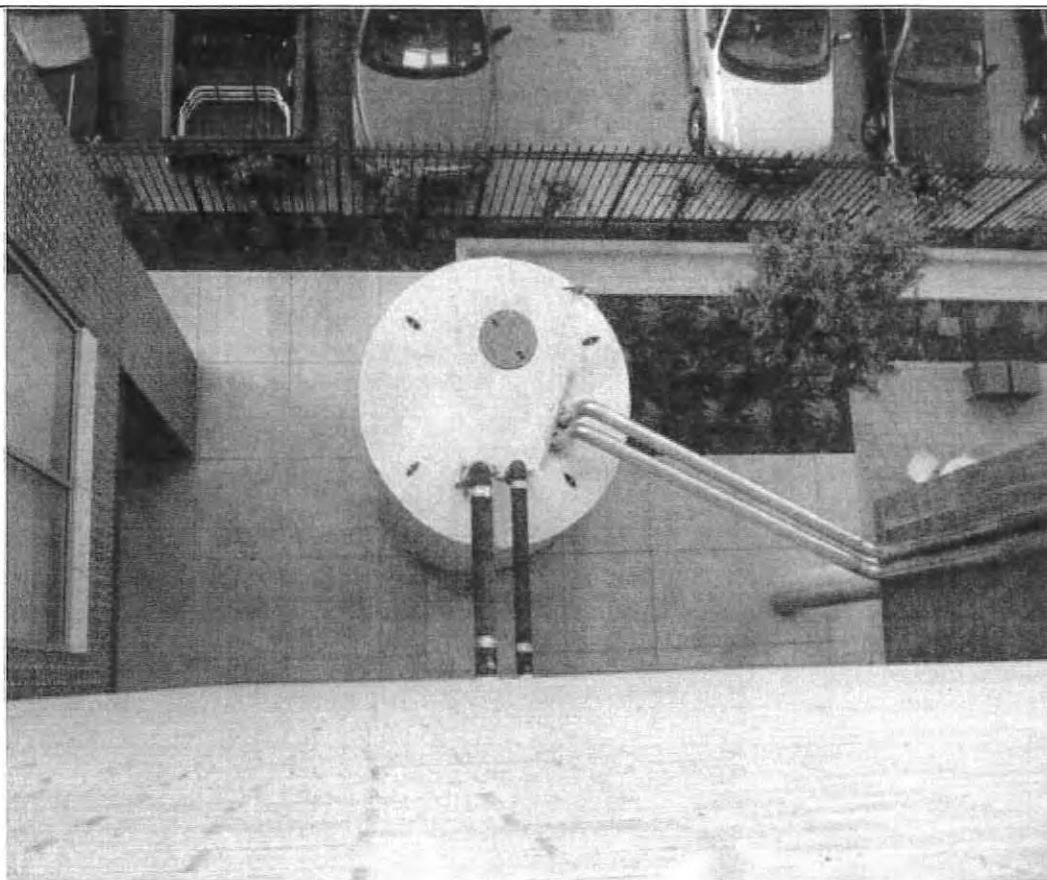


Figure 10: Sample architectural design standards (text) are illustrated with graphics in the Smart Growth Overlay District.

**9. Recommendations re Permitting Mechanism**

- a. Zoning Provision: Require an area-wide special permit from the Planning Board, with all details specified above. All buildings and site improvements must undergo individual architectural and site design review by the Planning Board.
- b. Zoning Provision: As under current zoning, after area-wide special permit is granted allow diverse ownership/control of individual uses and/or buildings, with land use approvals “running with the land.”
- c. Zoning Provision: Require Development Agreement between applicant and City to ensure predictable and enforceable phasing, mitigation measures, and public benefits.
- d. Zoning Provision: Require all WWOD-SP applications to include the following studies: (i) traffic impacts; (ii) (shared) parking; (iii) water/wastewater impacts [Hilton sewer lift station must be replaced by applicant]; (iv) storm water runoff [on-site oil separation]; (v) three-dimensional (3D) computer-based model of building massing; (vi) photosimulations from key publicly accessible vantage points [from either end of harborwalk, down each “lateral” public way, from Bossy Gillis Bridge, from Ring’s Island (Salisbury), from Merrimack River watershed itself, Clipper City Rail Trail I, *etc.*]; (vii) flood-mitigation [building resilience to storms, wave attenuation, shelter in place by project residents, relocation of parked vehicles]; (viii) soils; and (ix) sustainability measures [LEED, LID, energy and water conservation measures, *etc.*].



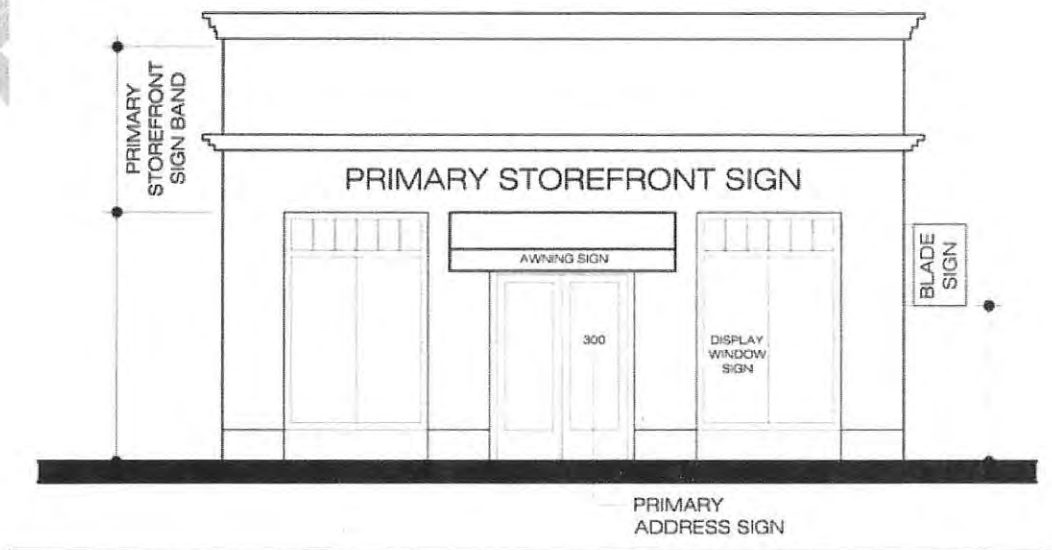
*Figure 7: Stormwater from roof runoff can be collected and stored in cisterns for reuse in landscape irrigation systems.*





*Figure 8: Attractively vegetated stormwater collection “bioretention” swales can reduce flooding and improve water quality in lieu of traditional closed-pipe drainage systems.*

- e. Zoning Provision: Unlike in 2003 Plan, mandate design standards as under Zoning Ordinance Section XXIX (Smart Growth District), such that area-wide special permit could not be approved without demonstrating compliance.



**Figure 5: Sample Design Standards (graphics) from Smart Growth District**

- f. Zoning Provision: As under current zoning, each phase of development must meet key requirements in its own right (e.g. accessory / remote parking).
- g. Zoning Provision: As under current zoning, require WWOD special permit to be accompanied by a master common interest regime (cross-easements) to regulate relationship amongst various owners such as condominium residents, and, perhaps, the City.
- h. Zoning Provision: As under current zoning, distinguish “major changes” from “minor changes,” for the purposes of Planning Board review, but revisit calibration to ensure that street pattern, building heights, building design quality open space, and parking and circulation are as envisioned under the zoning provisions adopted by the City Council.

**10. Recommendations re Public Benefits**

The sense of the *Ad Hoc* Committee, both voting and non-voting members was to recommend seeking public benefits in the following rough order of priority:

- a. Cash contribution to expand Market Landing Park (Central Waterfront)
- b. Signalization of Bossy Gillis Bridge / Merrimac St. / Winter St. / Summer St.
- c. Greater inclusionary affordable housing

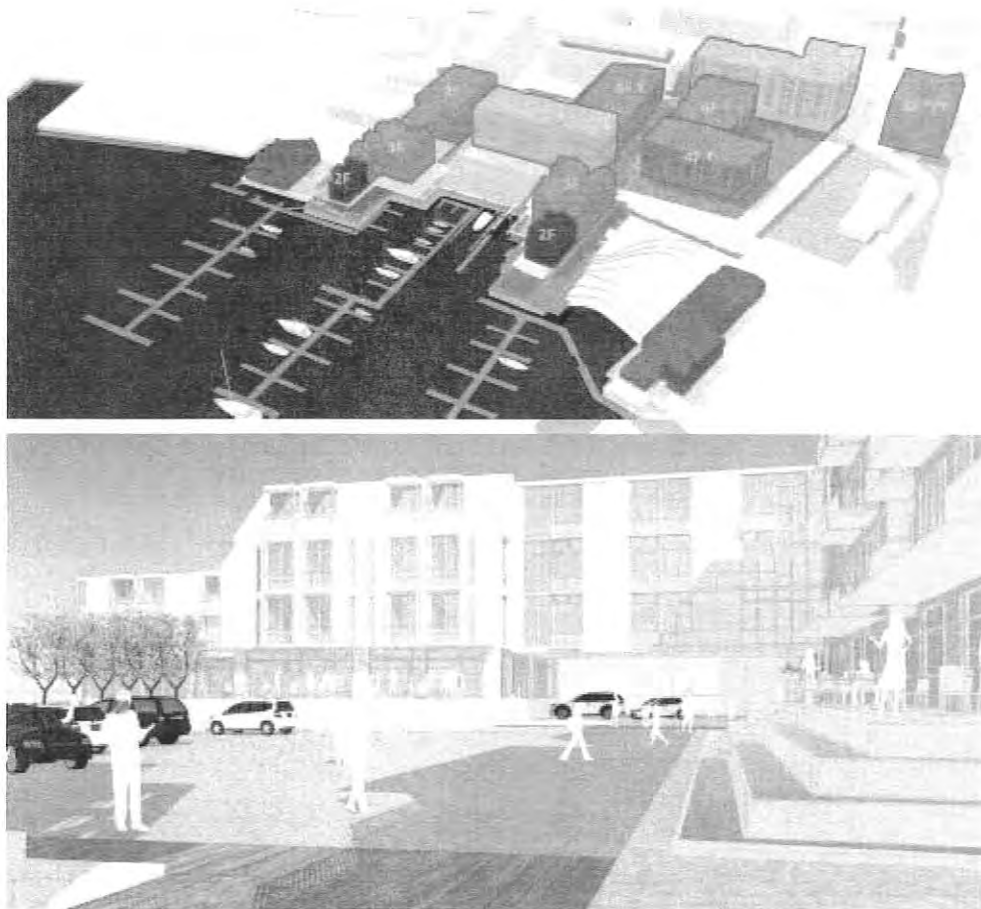
Additional ideas included:

- d. Subsidized artist workspace
- e. Subsidized public meeting space (doubles as hotel conference room?)
- f. Require relocation of large boat lift upriver
- g. Cash contribution to repair / maintain Central Waterfront Bulkhead
- h. Cash contribution to repair / maintain Mayor Peter Mathews Boardwalk (Central Waterfront)
- i. Deed to entirety of Lower Custom House Way
- j. Cash contribution to repair / maintain Market Square brickwork
- k. Deed to former Lombardi Oil lot on Titcomb Street for City employee parking

**E. Recommended Next Steps**

Having received this Report of the *Ad Hoc* Committee, the City Council may wish to consider the following next steps:

- Evaluate three-dimensional (3D) computer-based model of 35’-0” / 45’-0” and 55’-0” building heights, consistent with the recommendations of this Report.



*Figure 5: 3D Massing Model for Waterfront West Development (initially submitted by New England Development (NED, subsequently debated and revised)*

- Authorize Office of Planning and Development to draft proposed revision to Newburyport Zoning Ordinance Section XXIV, consistent with the recommendations of this Report.
- Authorize special legal counsel Rebecca Lee, Mintz Levin (Boston, Mass.), to draft a form of development agreement for Waterfront West, consistent with the recommendations of this Report.



**EXHIBIT A**

Pre-Meeting Memoranda

*(inserted behind)*



Jared Eigerman &lt;jeigerman@gmail.com&gt;

**Re: Ad Hoc Committee on Waterfront West -- Nov. 8, 2018, Agenda**

1 message

Jared Eigerman &lt;jeigerman@gmail.com&gt;

Tue, Nov 6, 2018 at 6:55 PM

To: JR Larry Giunta <larrygiunta12@gmail.com>, Joseph Devlin <jdevlinnbpt@gmail.com>, Heather Shand <heather.shand@gmail.com>, Afroz Khan <AfrozK@cityofnewburyport.com>, Andrew Port <APort@cityofnewburyport.com>, Anne Gardner <annearc@comcast.net>

Cc: Barry Connell <envirocom@comcast.net>, Gregory Earls <GEarls25@comcast.net>, Charles Tontar <tontarc@gmail.com>, Sharif <Sharif@reachsharif.com>, Leah McGavern <lmcgavern@gmail.com>, NBPT Mayor <Mayor@cityofnewburyport.com>, mcoogan@cityofnewburyport.com, Rebecca Lee <RALee@mintz.com>, Rick Taintor <rtaintor@gmail.com>


Here are the three documents we are aiming to discuss on Thursday night, picking up where we left off on October 22.:


- 2003 Waterfront Strategic Plan (especially pp. 21-28 of the .PDF)
- 2017 Master Plan (See Land Use Goals, p. 44 of the .PDF, and Action 4 at top of p. 178 of .PDF)
- Nbypt. Zoning Ord. sec. XXIV (Waterfront West Overlay District)

Please note that Anne Gardner (copied) will sit in for Leah McGavern, who will be unavailable, that night. See you, then.  
- Jared

**3 attachments**

 **Newburyport Waterfront Strategic Plan - December 2003.pdf**  
16363K

 **Nbypt Zoning Ord -- Sec XXIV (WWOD).pdf**  
83K

 **2017-master-plan-final-printed-version-w-adoption-dates.pdf**  
5578K



Jared Eigerman &lt;jeigerman@gmail.com&gt;

## Ad Hoc Committee on Waterfront West -- Nov. 15

1 message

Jared Eigerman &lt;jeigerman@gmail.com&gt;

Wed, Nov 14, 2018 at 2:17 AM

To: JR Larry Giunta <larrygiunta12@gmail.com>, Heather Shand <heather.shand@gmail.com>, Joseph Devlin <jdevlinnbpt@gmail.com>, Afroz Khan <AKhan@cityofnewburyport.com>, Andrew Port <APort@cityofnewburyport.com>, Leah McGavern <lmcgavern@gmail.com>

Cc: NBPT Mayor <Mayor@cityofnewburyport.com>, Matthew Coogan <mcoogan@cityofnewburyport.com>, "Richard B. Jones" <rjones@cityofnewburyport.com>, Charles Tontar <tontarc@gmail.com>, Gregory Earls <GEarls25@comcast.net>, "Tom O'Brien" <thomasobrien11@aol.com>, Sharif <Sharif@reachsharif.com>, Barry Connell <envirocom@comcast.net>, Rick Taintor <rtaintor@gmail.com>

**1. Topic for Our Next Meeting:** For our next meeting, please recall that we are scheduled to focus on flooding and resilience issues, and segue into open space and dimensions, if there is time. (There is no new agenda to post, because it was all posted on Nov. 8. I'm attaching it again.)

**2. Format for Our Next Meeting:** We get a full 90 minutes, this time. I plan to start off by taking some public comment, but I will not let it dominate the session. Then City staff and committee members with expertise regarding flooding and resilience will present their thoughts about Waterfront West. Rick Taintor (copied) has been lending a hand as an unpaid, private citizen. He put together the attached graphics that I encourage you to review and bring this Thursday night. He is also figuring out for me which City staffer / committee member will speak in what order. So far, we're expecting City Engineer Jon-Eric White, someone from the Resiliency Committee (perhaps, co-Chair Michael Morris) and Conservation Commission Chair Joe Teixeira. As I mentioned last time, the property owner New England Development, not surprisingly, has a lot of information of its own about the site, and applicable floodplain regulations. I have invited them to speak after the City staffers and committee members. The rest of the meeting will be for the Committee/Committee-of-the-Whole to deliberate.

**3. What's the Point of Our Next Meeting?:** So, you ask, what will we deliberate about? Well, as Councillor Connell averred last week, the 2003 Waterfront Strategic Plan was not focused on flooding and resilience issues. The point of our Nov. 15 discussion is to explore how zoning regulations at Waterfront West might be revised to account for what our experts and the landowner tell us about flooding and resilience.

- **3.A. Floodplain Considerations:** What legal mandates exist under the State Building Code? FEMA regulations? Other? Should buildings "retreat" from the shoreline? Should the owner be able to place fill at the site to raise its overall grade? What land uses are feasible at the first level of development (assume 12' floor-to-ceiling): retail/restaurant? accessory parking? empty space? What are the implications for overall building heights?
- **3.B. Resilience Considerations:** What is the expectation for project residents in an extreme weather event: Does State Building Code already account for hurricanes? What about energy efficiency and on-site power generation? Should we require a "green building" standard? Net-zero energy usage? What are the costs?


**4. Draft Minutes from Our Last Meeting:** I apologize for the draft minutes being so sketchy. Please send in your corrections and additions before Thursday night, if possible. I'll try to dragoon someone from the Clerk's office into take minutes from now on, but I cannot promise that I will succeed.

**5. The 10 Zoning Considerations:** Naturally, each Committee / Committee-of-the-Whole member will organize his or her thoughts differently. However, some may find it helpful to take notes during our meetings in reference to the 10 zoning considerations listed during our first meeting: (i) flooding and resilience; (ii) land uses, including "facilities of public accommodation," such as retail, restaurant, and hotel; (iii) dimensions, including residential density, building massing, building height, lot coverage, etc.; (iv) open space; (v) vehicular, pedestrian, and other access; (vi) parking and loading; (vii) inclusionary affordable housing; (viii) design standards; (ix) permitting mechanism; (x) public benefits. These considerations are interrelated, but think of them as potential subsections to a new Section XXIV of the Zoning Ordinance. I'm attaching a grid that should be self-explanatory.

I am out of gas for now, so I will have to fill in the third column (current zoning) another time. The fourth column is for each of you to fill out.

-- Jared  
jeigerman@gmail.com

### 4 attachments

 AHC on WW -- Minutes for November 8.docx  
33K



1/15/2019

Gmail- Ad Hoc Committee on Waterfront West-- Nov, 15

**Flood Zone Graphics from Rick Taintor --11-07-2018.pdf**  
1233K

**Ad Hoc Cmte on WW --Agenda for 11-08-2018.pdf**  
119K

**10 Zoning Considerations Grid.docx**  
23K



Jared Eigerman &lt;jeigerman@gmail.com&gt;

## Re: Ad Hoc Cmte. on Waterfront West -- Meeting on Tues., Nov. 20, 6:30 pm - 8:00 pm

1 message

**Jared Eigerman** <jeigerman@gmail.com> Tue, Nov 20, 2018 at 2:24 PM  
 To: JR Larry Giunta <larrygiunta12@gmail.com>, Heather Shand <heather.shand@gmail.com>, Joseph Devlin <jdevlinnbpt@gmail.com>, Afroz Khan <afroz414@gmail.com>, Barry Connell <envirocom@comcast.net>, "Tom O&#39;Brien" <thomasobrien11@aol.com>, Gregory Earls <GEarls25@comcast.net>, Charles Tontar <tontarc@gmail.com>, Sharif <Sharif@reachsharif.com>  
 Cc: Andrew Port <APort@cityofnewburyport.com>, Leah McGavern <lmcgavern@gmail.com>, Rishi Nandi <r7nandi@yahoo.com>, Rick Taintor <rtaintor@gmail.com>, Donna Holaday <dholaday@cityofnewburyport.com>, Matthew Coogan <mcoogan@cityofnewburyport.com>, "Richard B. Jones" <rjones@cityofnewburyport.com>

And, there's more:

1. DRAFT minutes from Nov. 15
2. Written testimony from Rick Taintor re viewsheds and building heights

So, there are three emails to mine for attachments: (a) mine dated Nov. 18; (b) Director Port's dated Nov. 19; and (c) this one.

See you all, soon.

On Sun, Nov 18, 2018 at 3:08 PM Jared Eigerman <jeigerman@gmail.com> wrote:

1. Topics for Nov. 20 Meeting: (A) Dimensions; (B) Land Uses; and (C) Inclusionary Affordable Housing

2. Format for Nov. 20 Meeting: 90 minutes. We'll start by taking some public comment. The rest of the meeting we'll discuss the meat of any zoning ordinance: (A) Dimensions; and (B) Land Uses. Because residential uses are likely, we will address (C) inclusion of affordable units.

3. What's the Point of Nov. 20 Meeting?:

• 3.A. Dimensions:

- On Nov. 8, we established that WW development need not replicate dimensions of 1811-12 commercial rows around Market Square / lower State Street, but must be consistent with same design principles.
- On Nov. 15, we established that WW development should account for both current flood levels and expected sea-level rise to 2100 A.D., and that barring residential uses (sometimes called "habitable" space) until ca. 24"-0" [to be verified] above North American Vertical Datum of 1988 (NAV 88) matches "best practice."
- **Questions for Nov. 20:** What does it *mean qualitatively* to be consistent with design principles of historic Downtown in terms of: (i) site coverage, (ii) set backs, (iii) street frontage, and (iv) building heights? Just as an example, one goal of Planning Board / City Council group was: "The existing skyline still dominates the view scape from across the river." What more *information* do we need?

• 3.B. Land Uses:

- On Nov .8, we established that mixed uses would be consistent with Downtown.
- On Nov. 15, we established that appropriate ground-level uses include facilities of public accommodation (e.g. retail, restaurant, and hotel), and parking, but *not* residential due to flood plain and sea-level rise.
- **Questions for Nov. 20:** What are the right *proportions* of ground-level FPAs, upper-level residential and/or office, as well as "maritime uses such as marinas" called for in 2003 Waterfront Strategic Plan? Just as examples, goals of Planning Board / City Council group included: "There are an appropriate number of commercial/retail/ office spaces along the water between *Michaels* and the *Black Cow* to ensure a vibrant public experience," "NED has committed to the hotel," and "[Harbomaster] Paul Hogg is confident that the marina activity will not be negatively impacted."

• 3.C. Inclusionary Affordable Housing:

- **Questions for Nov 20:** Given that citywide requirement is 12% of total dwelling unit count for projects of six or more units, should we: (i) require higher percentage?; (ii) allow provision off site and/or in-lieu cash payments?; (iii) require deeper affordability? (Please see AHT letter, attached.)

4. Draft Minutes from Nov. 15 Meeting: Still pending.

5. Attachments: (A) Ten Zoning Considerations grid (see rows 2., 3., and 7., all columns); (B) Sample View of WW from Gillis Bridge; (C) Sample Photosimulation; (D) NED diagram of State law (Chapter 91) constraints; and (E) Letter from Affordable Housing Trust.

1/15/2019

Gmail - Re: Ad Hoc Cmte. on Waterfront West -- Meeting on Tues., Nov. 20, 6:30 pm - 8:00 pm

Thank you.

jeigerman@gmail.com

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jeigerman@gmail.com

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**2 attachments**



**AHC on WW -- Minutes for November 15.docx**

40K



**Memo 181119 height.pdf**

895K





Jared Eigerman &lt;jeigerman@gmail.com&gt;

## Re: Ad Hoc Cmte. on Waterfront West -- Meeting on Thurs., Nov. 29, 6:30 pm - 8:00 pm

1 message

Jared Eigerman &lt;jeigerman@gmail.com&gt;

Wed, Nov 28, 2018 at 4:46 PM

To: JR Larry Giunta <larrygiunta12@gmail.com>, Heather Shand <heather.shand@gmail.com>, Joseph Devlin <jdevlinnbpt@gmail.com>, Afroz Khan <AKhan@cityofnewburyport.com>, Barry Connell <envirocom@comcast.net>, "Tom O'Brien" <thomasobrien11@aol.com>, Gregory Earls <GEarls25@comcast.net>, Charles Tontar <tontarc@gmail.com>, Sharif <Sharif@reachsharif.com>

Cc: Andrew Port <APort@cityofnewburyport.com>, Leah McGavern <lmcgavern@gmail.com>, Surajit Nandi <r7nandi@icloud.com>, Rick Taintor <rtaintor@gmail.com>, "Richard B. Jones" <rjones@cityofnewburyport.com>, NBPT Mayor <Mayor@cityofnewburyport.com>, Matthew Coogan <mcoogan@cityofnewburyport.com>, Jim McCarthy <jimmacnbpt@comcast.net>, Clare Keller <clarekeller@comcast.net>, Linda Lambert <Lambertlindamarie@gmail.com>

Dear All:

Here is more material for tomorrow night:

- (E) further written testimony from resident Rick Taintor (Nov. 27, 2018)
- (F) written testimony from landowner NED (Nov. 28, 2018)
- (G) NED diagram re marina access (August 2018)
- (H) written testimony from abutting resident Linda Lambert (Sept. 27, 2018)
- (I) draft minutes from Nov. 20, 2018, committee meeting

Thanks.

- Jared

On Mon, Nov 26, 2018 at 6:38 PM Jared Eigerman &lt;jeigerman@gmail.com&gt; wrote:

1. TopicsforNov.29Meeting: No change from agenda posted early this month: (A)

- Access;
- (B) Parking and loading; and
- (C) Design standards pt. 1.

2. FormatforNov.29Meeting: 90 minutes. Public comment followed by Committee deliberation.

3. What'sthePointoftheNov.29Meeting?:

(A) How should the zoning overlay district account for access to, from, and through WW for vehicles, bicycles, pedestrians, etc.? *For example*, should the road cross-sections in the 2003 Waterfront Strategic Plan be adjusted and/or codified? Where should the shoreline public access (MGL Chapter 91) be located, and what are desirable characteristics for it? Is there enough room for boats to go into (spring) and out of (fall) the water for use of the marina?

(B) What should the parking and loading standards be for WW? *For example*, what is the right ratio of parking spaces to dwelling units? to hotel guest rooms? to gross square footage of retail space? to boat slips? Should shared parking continue to be allowed? Should off-site parking be newly allowed?

(C) Separate from dimensional limitations, what is the City's designvision for WW? *For example*, should the overlay zoning require or encourage traditional tripartite building forms (base-middle-top), as implied from our discussion on Nov. 8? Should there be a required, forbidden, favored, and/or disfavored palette of materials (brick, steel, glass, etc.) or colors? Separate from their heights, must/should/could the various buildings differ in style?






4. Attachments:

- (A) written testimony by resident Jim McCarthy re Open Space;
- (B) written testimony by resident Rick Taintor dated 11-26-2018;
- (C) written testimony by Planning Board member Don Walters re parking + spreadsheet; and
- (D) written testimony by resident Clare Keller re urban design.

jeigerman@gmail.com

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**5 attachments**

-  **Rick Taintor Memo of 11-27-2018.pdf**  
1000K
-  **NED Marina Access Diagram.pdf**  
1697K
-  **Lambert -- McKays Wharf Way -- 09-27-2018.pdf**  
3713K
-  **AHC on WW -- Minutes for November 20 v1.docx**  
21K
-  **NED\_CC Subcommittee meeting #4\_Parking.pdf**  
832K



Jared Eigerman &lt;jeigerman@gmail.com&gt;

## Ad Hoc Cmte. on Waterfront West -- Meeting on Thurs., Dec. 7, 6:30 pm - 8:00 pm

1 message

Jared Eigerman &lt;jeigerman@gmail.com&gt;

Wed, Dec 5, 2018 at 5:36 PM

To: JR Larry Giunta <larrygiunta12@gmail.com>, Heather Shand <heather.shand@gmail.com>, Joseph Devlin <jdevlinnbpt@gmail.com>, Afroz Khan <AKhan@cityofnewburyport.com>, Barry Connell <envirocom@comcast.net>, "Tom O'Brien" <thomasobrien11@aol.com>, Gregory Earls <GEarls25@comcast.net>, Charles Tontar <tontarc@gmail.com>, Sharif <Sharif@reachsharif.com>

Cc: Andrew Port <APort@cityofnewburyport.com>, Leah McGavern <lmcgavern@gmail.com>, Surajit Nandi <r7nandi@icloud.com>, Rick Taintor <rtaintor@gmail.com>, "Richard B. Jones" <rjones@cityofnewburyport.com>, NBPT Mayor <Mayor@cityofnewburyport.com>, Matthew Coogan <mcoogan@cityofnewburyport.com>, Jim McCarthy <jimmacnbpt@comcast.net>, Jane Snow <jsnowcat@gmail.com>, Jack Shea <jshea@newburyportnews.com>

N.B. I will be posting a sixth (6th) committee meeting for either Dec. 11 or 12. We will need more time to wrap up. Attorney Rebecca Lee will join us for that last meeting, rather than tomorrow night.

1. Topics for Dec. 6 Meeting: No change from agenda posted Nov. 8:

- (A) Design standards pt. II;
- (B) Permitting; and
- (C) Public benefits.

2. Format for Dec. 6 Meeting: 90 minutes. Public comment followed by Committee deliberation.

3. What's the Point of the Dec. 6 Meeting?:

(A) **Design Stds. pt. II:** Separate from dimensional limitations, what is the City's design vision for WW? *For example*, should the overlay zoning require or encourage traditional tripartite building forms (base-middle-top), as implied from our discussion on Nov. 8? Should there be a required, forbidden, favored, and/or disfavored palette of materials (brick, steel, glass, etc.) or colors? Separate from their heights, must/should/could the various buildings differ in style?

(B) **Permitting:** How do should the City process applications for projects that use WW Overlay Zoning District? Do we require certain studies (e.g. traffic, parking, photosimulations)? How detailed should the ordinance be? How much discretion should be left to the Planning Board? What about project changes: "major" vs. "minor"? How does the development agreement fit in?

(C) **Public Benefits:** Any project in the WW Overlay Zoning District would be required to mitigate its impacts. "Public benefits" are different. These are contributions that the City is entitled to require in exchange for entering into a development agreement to vest the developer's rights. For example, the City might require extra affordable housing, improvements to offsite public areas (open space and/or streets and sidewalks), and/or signalization of the Gills Bridge on- and off-ramps, none of which would be needed to "mitigate" a direct impact from the project per se.

4. Attachments:

- (A) written testimony by Planning Board member Rishi Nandi dated 12-04-2018;
- (B) written testimony (two memoranda) by resident Rick Taintor dated 12-05-2018.; and
- (C) written testimony by Planning Board member Jim Brugger dated 12-05-2018.

Thank you.  
Jared Eigerman

### 4 attachments

**Nandi -- Written Testimony -- 12-04-2018.pdf**  
123K

**Taintor -- Written Testimony pt 1 of 2 -- 12-05-2018.pdf**  
59K



1/15/2019

Gmail - Ad Hoc Cmte. on Waterfront West -- Meeting on Thurs., Dec. 7, 6:30 pm - 8:00 pm

**Taintor --Written Testimony pt 2 of 2 -- 12-05-2018.pdf**

548K

**Brugger-- Wrten Testimony --12-05-2018.pdf**

1156K



Jared Eigerman &lt;jeigerman@gmail.com&gt;

**Re: Ad Hoc Cmte on Waterfront West -- Mtg. Mon., Dec. 17, 6:30 pm - 8:00 pm**

1 message

Jared Eigerman &lt;jeigerman@gmail.com&gt;

Mon, Dec 17, 2018 at 12:31 PM

To: JR Larry Giunta <larrygiunta12@gmail.com>, Heather Shand <heather.shand@gmail.com>, Joseph Devlin <jdevlinnbpt@gmail.com>, Afroz Khan <AKhan@cityofnewburyport.com>, Barry Connell <envirocom@comcast.net>, "Tom O'Brien" <thomasobrien11@aol.com>, Gregory Earls <GEarls25@comcast.net>, Charles Tontar <tontarc@gmail.com>, Sharif <Sharif@reachsharif.com>

Cc: Andrew Port <APort@cityofnewburyport.com>, Leah McGavern <lmcgavern@gmail.com>, Surajit Nandi <r7nandi@icloud.com>, Rick Taintor <rtaintor@gmail.com>, "Richard B. Jones" <rjones@cityofnewburyport.com>, NBPT Mayor <Mayor@cityofnewburyport.com>, Matthew Coogan <mcoogan@cityofnewburyport.com>, Jim McCarthy <jimmacnbpt@comcast.net>, Jane Snow <jsnowcat@gmail.com>

I have one more attachment.

(C) Written testimony by Planning Board member Rishi Nandi, dated 12-16-2018

On Sat, Dec 15, 2018 at 5:06 PM Jared Eigerman &lt;jeigerman@gmail.com&gt; wrote:

Dear All:

**1. TopicsforDec.17Meeting:**

- (A) Any recommended further studies, such of traffic or utilities impacts, photosimulation, etc.;
- (B) Any recommended amendments to the Newburyport Zoning Code Section XXIV (WWOD); and/or
- (C) Any recommended terms of a development agreement with a future project sponsor.

**2. FormatforDec.17Meeting: (A)**

- 90 minutes
- (B) Public comment followed by Committee deliberation

**3. What'sthePointoftheDec.17Meeting?:**

- (A) Give direction to *Ad Hoc* Committee Chair and Planning Director Andy Port for report to full City Council on January 14, 2019.
- (B) How would you fill out the *Ten Zoning Considerations Grid*? The Chair has attached his, to get the discussion going.


**4. Attachments:**

- (A) For Discussion -- Ten Zoning Considerations Grid, dated 12-17-2018
- (B) Written testimony by resident Rick Taintor, dated 12-14-2018

Thank you.

Jared Eigerman

jeigerman@gmail.com

 **Nandi -- Written Testimony -- 12-16-2018.pdf**  
3892K

**EXHIBIT B**

10 Key Land Use Considerations Grid

*(inserted behind)*



<b>10 ZONING CONSIDERATIONS</b>	<b>2003 WATERFRONT STRATEGIC PLAN</b> “The Strategic Plan focuses primarily on the task of reconnecting city and harbor by means of parks, public streets, walkways, bike trails, architecture, and a vibrant mix of community uses.” (p. 2.)	<b>CURRENT SEC. XXIV (WWOD)</b> “...established ... to encourage implementation of the recommendations of the ... 2003 Waterfront Strategic Plan, as amended and supplemented from time to time...”	<b>REVISED? SEC. XXIV (WWOD)</b>
<b>1. Flooding and resilience</b>	1. [Not mentioned.]	1. [Not mentioned.]	1.
<b>2. Land [and marine] uses</b>	2. “Reinforce and extend the historic downtown to the waterfront with a new harborside neighborhood.” (Chart)	2. Uses permitted in the WMU district by right or by special permit, and also the following by special permit from the Planning Board:	2.

	<p>“Preserve adequate room for maritime uses such as marinas in the Waterfront Mixed Use (WMU) zone while promoting a mix of non-marine dependent uses that are set back from and compatible with the working edge of the waterfront” (p. 9.)</p> <p>“Ensure a healthy mix of uses that serve the downtown community and support a vibrant mix of activities year round.” (p. 18.)</p> <p>“Ensure that active ground floor public uses front onto major streets (Merrimac, Green, and “Wharf”) and anchor the corners of blocks.” (Id.)</p> <p>“Allow residential uses on upper floors above these public uses.” (Id.)</p> <p>“Allow some ground floor residential uses along secondary streets leading to the waterfront (Market and “McKay”).” (Id.)</p> <p>“Consider ground floor uses such as a small green grocer, a hardware store, and a chandlery (nautical supplies) that will serve the residential as well as</p>	<ul style="list-style-type: none"> <li>• Multifamily</li> <li>• Congregate elderly housing</li> <li>• Specialty shopping center (only if part of mixed use)</li> <li>• Health/recreation</li> <li>• Parking structure</li> <li>• Retail/service kiosk ATM</li> <li>• Fast food/carry out (carry out of prepared food only)</li> <li>• Corporate headquarters</li> </ul> <p>(sec. XXIV-C.)</p>	
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	<p>boating community.” (Id.)</p> <p>“Create a 400-foot sidewalk extension along the south side of Wharf Street and line it with active public uses facing the harbor. This portion of the harbor walk should be accessible and inviting day and night and in every season.” (p. 23.)</p>		
<p><b>3. Dimensions</b></p>	<p>3. “Extend the scale and character of downtown Newburyport to the waterfront by establishing a vibrant harbor-side neighborhood.” (Chart)</p> <p>“Require all new development to conform to and reflect the historic character and quality of downtown Newburyport.” (p. 18.)</p> <p>“Require zero front yard set backs and allow zero side and back yard set backs to achieve the look and feel of the downtown. Allow 5’ front yard set backs by special permit to encourage some variety at key locations along the street.” (p. 24.)</p> <p>“Maintain height restrictions of 34 feet to the mid point of sloped roofs. This should</p>	<p>3. All uses shall comply with the following requirements as applied to the WWOD special permit area, notwithstanding any subdivision of such area into separate lots:</p> <ul style="list-style-type: none"> <li>• <u>Min. open space</u> = 33%, excluding public streets</li> <li>• <u>Min. lot coverage</u> = 50% of portion of WWOD-SP area not within 100 ft. of Merrimack River</li> <li>• <u>Min. street frontage of each lot and bldgs. on each lot</u> = 60 ft.</li> <li>• <u>Front yard setbacks</u> = 0 ft. min. with up to 6-ft. max. to allow for traffic visibility across corners and driveways and design articulations such as protruding arch. Features,</li> </ul>	<p>3.</p>



	<p>result in the 2 ½ to 3 story buildings typical of the downtown. Where buildings are sited on sloping terrain allow the height measurement to be taken at the highest grade to permit greater building heights facing down slope towards the water. This will permit underground parking in these instances.” (Id.)</p>	<p>provided such front setbacks do not affect more than 40% of street wall of any block</p> <ul style="list-style-type: none"> <li>• <u>Min. side and rear yard setbacks of bldgs. on each lot</u> = 0 ft. except for 20 ft. from existing residential uses above the first level outside the WWOD-SP area</li> <li>• <u>Min. lot area</u> = 5,000 sq. ft.</li> <li>• <u>Max. bldg. height</u> = 35 ft. feet, except as follows: (a) 40 ft. for parking structures located directly along Route 1, but not directly along Merrimac Street; and (b) 40 ft. for buildings located on streets perpendicular to the Merrimack River between Route 1 and Titcomb St. that include design layout and floor height suitable for ground floor commercial uses or other areas of public accommodation.</li> </ul> <p>(sec. XXIV-D(A).)</p>	
<p><b>4. Open Space</b></p>	<p>4. “Create a framework of streets, walks and squares that are clearly public and controlled by the City.” (p. 18.)</p> <p>“At the heart of [Waterfront West] create a public plaza for</p>	<p>4. At least 33% of WWOD-SP area shall be open space, excluding public streets. All sidewalks adjacent to a public street layout shall be dedicated by easement or deed for public access. 50% of required</p>	<p>4.</p>

public events, activities, and vendors. This plaza should be lined with public uses such as a public market, shops, a hotel, and the like. Consider locating his plaza between Market and McKay Street with an opening view of the river and embayment between McKay Wharf and Tournament Wharf. A well designed urban space such as this would provide a public destination and anchor for the west side of the downtown waterfront” (p. 23.)

minimum open space shall be so dedicated. All open space dedicated by easement or deed for public access shall be improved by the project applicant to quality standards and configurations suitable for their intended uses and acceptable to the planning board. (sec. XXIV-D(B).)

“Open space” means usable areas devoted exclusively for outdoor active or passive recreation, pedestrian alleys, walkways, sidewalks (other than the existing Merrimac Street sidewalks), public parks, plazas, outdoor public markets, public restrooms, boardwalks, outdoor cafe space on private property or licensed from the city if located on a sidewalk, and suitably designed and accessible space on roofs of a parking garage with at grade public access on at least two sides and alleyway connections to the abutting streets, or other similar outdoor public open space areas. At least one public open space area within each WWOD-SP area shall be at least 10,000 sq. ft. in area excluding any adjacent parking, driveway, sidewalk or pedestrian walkways. (Id.)

		<p>No more than 50% of required open space area shall be part of the public open space required under MGL Chapter 91 within the 100 buffer area of the Merrimack River. No building or structure including a non-water dependent/related use shall be permitted within the lesser of (i) fifty (50) feet of the high water mark of the Merrimack River, or (ii) the limits of the water dependent use zone under Chapter 91. (Id., subd. (C).)</p>	
<p><b>5. Vehic., ped., and other access</b></p>	<p>5. “Establish a system of public ways extending the historic street pattern of Newburyport to the water.” (Chart)</p> <p>“Establish a continuous harbor walk accessible to all between Joppa Park and Cashman Park.” (p. 13.)</p> <p>“Provide clearly marked lateral paths linking the harbor walk back to Merrimac and Water Streets.” (Id.)</p> <p>“Ensure that the harbor walk is sufficiently wide for multiple uses (10 to 12’ on average), handicapped accessible (5% grade or less), and safe.” (Id.)</p> <p>“Create a framework of streets,</p>	<p>5. [Not mentioned.]</p>	<p>5.</p>



	<p>walks and squares that are clearly public and controlled by the City.” (p. 18.)</p> <p>[Three street sections: Market Street extension (7’ sidewalk + 28’ roadway + 7’ sidewalk); “McKay Street” (7’ sidewalk + 16’ roadway + 7’ sidewalk); and “Wharf Street” (8’ seating + 7’ sidewalk + 18’ diagonal parking + 22’ roadway + boatyard) (pp. 20-21)</p> <p>“[L]ateral streets should be tightly framed by buildings similar to the other streets in Newburyport (i.e. Inn Street) and should frame views of the water wherever possible.” (p. 22.)</p> <p>“in addition to ... three streets, encourage a system of mid block alleys and pedestrian passageways reminiscent of those found in the downtown core” (p. 22.)</p> <p>“Wharf Street should be completely public in nature and have public parking along it for increased waterfront access. Line the south side of Wharf Street with public uses that support pedestrian activity along the waterfront. Provide a wider sidewalk to</p>		
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	<p>accommodate café tables and consider a raised angled parking zone with specialty paving that can be used for special events such as sidewalk art shows.” (pp. 22-23.)</p>		
<p><b>6. Parking and loading</b></p>	<p>6. “Ensure that there is sufficient parking for all new uses and encourage structured and underground parking to avoid large surface parking lots.” (p. 18.)</p> <p>“Remote parking should be allowed within 500’ of new buildings in order to avoid extensive surface parking lots that would interrupt the historic development pattern. Underground or structured parking should be encouraged to consolidate parking lots” (p. 25.)</p> <p>“Where parking garages front on public streets, 50% of their ground floor should be occupied by active public uses such as retail shops and the design of their facade should harmonize with abutting buildings.” (p. 25.)</p>	<p>6. All required parking within the WWOD-SP Area shall be provided by the applicant without the use of municipal parking lots or structures or Newburyport Redevelopment Authority parking lots or structures. The off-street parking requirements for (i) non-residential uses, including hotel /inns, shall be within 500 ft of the principal building, structure or use on the premises; and (ii) residential uses, excluding hotel /inns, shall be within 300 ft. of the principal building, structure or use on the premises; and (iii) parking for hotel/inns shall not be required to be on the same or contiguous lots.</p> <p>The WWOD-SP may allow "shared" reduced parking requirements for uses having different peak times of parking demand requirements, as determined based on the report of a traffic engineer engaged by the applicant and approved by</p>	<p>6.</p>

		<p>the planning board.</p> <p>Within the WWOD-SP area, parking requirements may be met by off-street parking and by proposed on-street parking within the WWOD-SP area. (sec. XXIV-E.)</p>	
7. <b>Inclusionary afford. housing</b>	7. [Not mentioned]	7. At least 10% percent of all proposed residential dwelling units in the WWOD-SP area shall be affordable as defined under M.G.L.A. 40B s.20 and 760 CMR 45 (except that such units shall not be required to be subsidized and may be built and operated by a private entity) for a period of at least 40 years. (sec. XXIV-G(B).) [N.B. Superseded by sec. XXX, which requires 12%.]	7.
8. <b>Design standards</b>	<p>8. “Require all new development to conform to and reflect the historic character and quality of downtown Newburyport.” (p. 18.)</p> <p>“Encourage continuous street facades with firewalls between adjacent buildings. Discourage long monotonous facades by limiting the apparent length of buildings and changing the fenestration. Encourage the use of arched passageways to provide access to rear lots</p>	8. Deeded preservation restrictions shall be provided governing the rehabilitation of any buildings located within the WWOD-SP area that are listed on the National Register of Historic Places and are contributing structures to Newburyport's National Register Historic District. Historic rehabilitation standards for these buildings shall conform to the Federal Secretary of the Interior's "Guidelines for Preserving, Rehabilitating, Restoring and	8.

	<p>similar to State Street and Inn Street.” (p. 24.)</p> <p>“All buildings should front on the public streets with front doors. Service access should be provided to the rear wherever possible.” (Id.)</p> <p>“Where buildings front on sloping streets they should step down the slope and have entrances at grade. There should be no blank basement walls emerging from the slope.” (Id.)</p> <p>“A traditional pattern of framed windows and doors facing all public ways should characterize buildings.” (Id.)</p> <p>“The use of red brick and slate colored roofing should predominate, and may be supplemented with other materials for a contemporary treatment” (Id.)</p>	<p>Reconstructing Historic Buildings" (sec. XXIV-G(C).)</p>	
<p><b>9. Permitting mechanism</b></p>	<p>9. “Adopt zoning and subdivision regulations to support this strategic waterfront vision.” (p. 23.)</p> <p>“Establish general design guidelines enforced by municipal site plan review.”</p>	<p>9. The minimum land area eligible for a WWOD-SP in a single or consolidated ownership or control at the time of application is four (4) contiguous acres. Land divided by public and private streets and public and private open space shall be deemed to be</p>	<p>9.</p>



	(Id.)	<p>contiguous. (sec. XXIV-G(A).)</p> <p>Subsequent to the issuance of a WWOD-SP, applications for amendments or additions to the WWOD-SP shall not require that the land be in a single or consolidated ownership or control. (Id.)</p> <p>An amendment to the WWOD-SP to add land to the WWOD-SP area that is not in consolidated ownership or control of the original applicant(s) or its/their successor(s), may not utilize any of the open space, utilities, streets, parking or any other requirements of the WWOD-SP to meet the requirements of zoning unless authorized by the planning board and the original applicant(s) or its/their successor(s). (Id.)</p> <p>The planning board may issue a WWOD-SP for a project located within the WWOD if it determines that the project meets the requirements of section XXIV and the normal special permit criteria. (sec. XXIV-F.)</p> <p>Minimum lot area coverage, open space, affordable housing, off-street parking requirements</p>	
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and other required mitigation, shall correspond with the sequence of development implemented in the WWOD-SP Area, so that at all times such requirements shall be met as applied only to those portions of the WWOD-SP Area for which building permits have been issued; such requirements shall be met prior to the issuance of certificates of occupancy for such buildings. (sec. XXIV-D(D).)

Prior to issuance of a building permit for any land within the WWOD-SP area, a declaration of covenants, conditions and restrictions shall be recorded by the owner(s) against all the land in the WWOD-SP area containing provisions consistent with the requirements and restrictions of the WWOD-SP. (sec. XXIV-G(D).)

All WWOD-SP projects require site plan review (SPR) of the master plan by the planning board before any building permit is issued. (sec. XXIV-H(A).)

Major changes are subject to the planning board's approval of (1) an amendment to the WWOD-SP and (2) an amendment to the

initial SPR decision, administratively reviewed by the planning board as part of a "major project" review under section XV-D(c), SPR. (sec. XXIV-I(A).)

Amendments to the WWOD-SP and the SPR decision shall be based upon the zoning provisions in effect at the time of issuance of the approved WWOD-SP unless the applicant and the planning board agree that such amendment shall be based upon the zoning provisions in effect at the time of application for such amendment. Any resulting amended plan must meet all of the applicable open space, utilities, parking and other requirements. (Id.)

Major changes or alterations shall be defined as those that:

- (a) Increase the aggregate approved amount of development by greater than 10% of the approved gross floor area in the WWOD-SP area; or
- (b) Increase the approved density of multi-family uses, alter the approved location and/or increase the gross floor area of all hotel uses, and/or increase the approved gross floor area of business and food

		<p>service uses by greater than 20% of the aggregate approved amount of development for each such applicable use categories in the WWOD-SP area, excluding from such 20% limit the increase in any use category which is attributable to conversion of ground floor residential use to another use;</p> <p>(c) Substantially change the pattern of streets, substantially change the building design standards, or substantially alter the distribution or use of open space within the WWOD-SP area; or (d) Are based on a request by the applicant that a change or alteration be based upon the zoning provisions in effect at the time of application for the change or alteration.</p> <p>(Id.)</p>	
<b>10. Public Benefits</b>	10. [Not mentioned.]	10. [Not mentioned.]	10.



# ORDERS

CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

February 11, 2019

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 The First Religious Unitarian Universalist [Church], for the property located at 28-30 Pleasant Street (a.k.a. 26 Pleasant Street); and

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

---

Councillor Jared J. Eigerman



Mead, Talerman & Costa, LLC  
Attorneys at Law

30 Green Street  
Newburyport, MA 01950

Phone 978.463.7700  
Fax 978.463.7747

[www.mtcclawyers.com](http://www.mtcclawyers.com)

IN HAND  
Andy Port  
Planning Director  
City of Newburyport  
60 Pleasant Street  
Newburyport MA 01950

RE: Original Preservation Restriction for the First Religious Society

Dear Andy;

Reference is made to the above captioned matter. In that connection, I have enclosed the Original Preservation Restriction as executed by the land owner and the Historic Commission. Please commence the process for the City Council and the Mayor to execute this document. Once that is completed I will forward same to the Massachusetts Historical Society for their signature.

Thank you in advance for your assistance in this matter.

Regards,

A handwritten signature in black ink, appearing to read 'Lisa L. Mead', written over the typed name.

Lisa L. Mead

cc: Client

*Millis Office*

730 Main Street, Suite 1F  
Millis, MA 02054  
Phone 508.376.8400

## PRESERVATION RESTRICTION AGREEMENT

between

The First Religious Society Unitarian Universalist

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 2018 by and between the The First Religious Society Unitarian Universalist, located at 28-30 Pleasant Street (aka 26 Pleasant Street), Newburyport, 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 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 certain real property located at 28 – 30 Pleasant Street, Newburyport, Massachusetts, referred to as "**the Property**" and containing about .60 acres, more or less, comprising the Property conveyed by the Vote of the Inhabitants of the Town of Newburyport dated January 7, 1800, Newburyport Town Records Vol. 11 Page 209, and vote to acquire the "Rock Lot" dated May 22, 1800, and additional land adjoin, by vote of September 21, 1801 as affected by authorization of the Great and General Court to acquire land and build, set forth in Chapter 6 of the Acts of 1800, and Chapter 62 of the Acts of 1801; and by Deed granted by the Newburyport Redevelopment Authority to the First Religious Society (Unitarian) in Newburyport, Massachusetts dated September 19, 1973 and recorded in the Essex South Registry of Deeds in Book 6016, Page 439 as affected by Confirmatory Deed granted by the Newburyport Redevelopment Authority to the First Religious Society Unitarian-Universalist in Newburyport, MA, dated March 1, 2004, and recorded with said Registry of Deeds in Book 22530, Page 249; and the First Religious Society, Unitarian Universalist, in Newburyport, Ma, a body politic and corporate, was formerly known as "The First Religious Society (Unitarian) in Newburyport, Massachusetts.," and "The First Religious Society in Newburyport." Pursuant to Chapter 44 of the Acts of 1793. See Exhibit A incorporated herein by reference and attached hereto, said Property improved by two buildings thereon known as the Meeting House and the Parish Hall. See also "Boundary Plan of Land in Newburyport, Massachusetts" drawn by Port Engineering, August 6, 2003 and recorded in Plan Book 375 Plan 28 and attached hereto as Exhibit A-1. This Preservation Restriction shall only apply to the exterior of the Meeting House which shall be referred to hereinafter as "**the Building**", described as follows:

The wood framed structure consists of two integral connected structures. A six element steeple tower with its primary side facing Southwest (Pleasant Street) that includes a two-story entry façade, above, which is a square tower, rising to a square open belfry, surmounted by a large octagonal chamber, which in turn supports a smaller octagonal chamber, from which rises and octagonal steeple. The steeple tower projects from the main two-story church building. The entire building is painted white.

The Southwest entry façade facing Pleasant Street of the steeple tower consists of four Doric fluted pilasters on recessed-panel bases rising to a cornice. The columns divide the façade into a tripartite design and are separated by planked siding. The frieze consists of triglyphs, metopes and mutules, surmounted by a closed gable pediment with modillions inside the pediment peak



and below the cornice. There is a later modified semicircular 8-light fanlight in the tympanum. The first floor of the center section features a pedimented doorway which is flanked by Doric fluted pilasters with an entablature of triglyphs and metopes. The semicircular fanlight atop the 6-paneled (recessed panels) door is decorated with a circumscribed semicircular 7-ray sunburst from which radiate 6 rays, the other points of which are draped with swags of bellflowers and stars. There is a semicircular border of carved rosettes around this fanlight. Inside the pediment peak are curved shaped elements possibly pendentive arches terminating in guttae.

Above this doorway on the second floor is a Palladian window with four Doric fluted pilasters and Doric entablature (including small modillions) surmounted by a segmented, rayed fanlight which is topped by a semicircular border of carved rosettes. The two façade elements to either side of the center section each feature a doorway with a 6-paneled door, flanked by plain Doric pilasters and surmounted by a simple Doric entablature of metopes and triglyphs and guttae below. On the second floor over the side doorways is a semi-circular-headed sash window, 12 over 12, topped by a segmented fanlight. Entry is made across the entire front façade on a tier of granite steps. Flanking each door is a pair of wrought iron boot scrapes and to either side of the center door are wrought iron handrails, the newel post topped with an urn (handrails and newel post not original).

The large square steeple tower that rises above the roofline of the front façade consists of quoins at the front corners and is clapboarded. There is one 12 over 12 window with Doric frieze and projecting cornice. Underneath the entablature of this tower section is a row of large curved elements possibly pendentive arches terminating in guttae. Four free-standing obelisks, possibly original, demarcate the four corners of the open belfry level where four plain Doric pilasters flank a center keystone arch. A baluster railing runs across the bottom opening of the arch and a Doric entablature runs across the top of the belfry level. Acorn shaped urns, possibly original, define the lower corners of the large octagonal chamber level where eight Corinthian columns separate eight 6 over 9 windows with rounded 5-segmented fanlight tops, all topped with a Corinthian entablature.

Urn-shaped finials define the corners of the next small octagonal section composed of eight Gothic-headed windows separated by fluted pilasters. Above the small octagonal chamber is the original octagonal clapboarded steeple which is topped by a cock weathervane.

The Southeast side (State Street) of the steeple tower entry projection is clapboarded and contains a side entrance door topped by a fanlight (both not original); the door cornice moldings duplicate those of the front side doors. There is a 12 over 12 window on the second floor and the roof cornice duplicates that of the west front. The Northwest corner (Unicorn Street) side of the steeple tower contains a 12 over 12 on both first and second floors and no doorway.

The gable-ended southwest (Pleasant Street) ends of the main building are lap-sided with 12 over 12 windows on each of two floors. Window surrounds duplicate those of the steeple tower 12 over 12 windows. Corner pilasters echo southwest projection pilasters. The two-story southeast (State Street side) and northwest (Unicorn Street) sides of the main building have a granite block foundation, which is old, but not original on the southeast side and is new on the northwest side. There are seven 12 over 12 windows on each floor with elaborate entablatures with triglyphs, metopes and mutules. Above these elements are a row of curved elements possibly pendentive arches terminating in guttae.

There are fluted pilasters at the corners. The cornice decoration duplicates the front west façade including modillions below the eaves and a frieze with triglyphs, metopes and mutules. Above

the frieze and below the modillions is a heavy bed moulding. The clapboard is composed of approximately four-foot elements with shallow scarf joints secured with original rose-head nails. Approximately 90 percent of the original siding remains.

The two-story gable-ended northeast (facing the Merrimac River) elevation is clapboarded with a center Palladian window to be centered by four plain pilasters topped by a plain projecting cornice and semicircular fanlight. Flanking the Palladian window are eight windows, four per floor, two each side, with 12 over 12 lights and typical Newburyport Federal period projecting cornices. These simple cornices contain a one-piece curved tapering projection. There is a later added brick chimney mounted externally to the structure. a projecting one-story structure on a field-stone foundation is entered by steps and a door on the south side. On the north side of this projection, is a 6 over 6 double-hung window.

In the foundation level of the north elevation are two entry doors and three sets of double-hung sash. The church offices and meeting rooms are located in the basement and accessed by a series of steps and handicap-accessible inclined brick walkways. In addition the doors are flanked by early window openings in the foundation in what would have been the basement (now church offices). The current windows are replacements.

Note 1: The window glass in the church is estimated as 30 percent original and an additional 40 percent old (but not original to the structure).

Note 2: This church was an important inspiration to Samuel McIntire (Salem's master carver and architect) who came to Newburyport to study it before designing the very similar South Church in Salem, built 1803/1804, and which burned in 1903.

Note 3: see Historic American Building Survey (HABS) for limited drawings at main lower levels.

The Building is located in approximately the center of the Property and is bounded on the front or Pleasant Street side by brick sidewalks, to the west by lawn and a depressed brick patio leading to the lower level of the Building, to the north or rear by laws, deciduous trees and evergreen bushes and to the east by a sidewalk and sparse grassy area separating the Building from the Parish Hall.

The Building is further depicted and described in Exhibit B incorporated herein and attached hereto by reference; and

WHEREAS, the cultural, historical and architectural significance of the 1801 Building and the Property was recognized by their individual listing in the National Register of Historic Places on April 2, 1976, their inclusion as a contributing resource to the Newburyport Historic District, listed in the National Register of Historic Places on August 2, 1984, and their resulting inclusion in the State Register of Historic Places. The Building and the Property are important for their associations with the social and religious history of Newburyport, and to the public's enjoyment and appreciation of Newburyport's architectural and historical heritage; and

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

WHEREAS, the preservation values of the Building and the Property are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached

hereto as by reference as Exhibit B, which Baseline Documentation the parties agree provides an-accurate representation of the Building as of the date of this grant; and

WHEREAS, the Baseline Documentation (Exhibit B) shall consist of the following:

- A. A set of thirty (39) exterior photographs of the Building taken in August, 2017;
  1. South Facade - Ground to top of spire
  2. South Facade - Main Entrance Doors
  3. Steeple Tower Base/Vestibule and Sanctuary Main Southeast Elevation
  4. Steeple Tower Base/Vestibule Southeast Elevation – Detail
  5. Sanctuary Main (Southeast) Facade
  6. Steeple Tower Base/Vestibule and Sanctuary Main Southwest Elevation
  7. Steeple Tower Base/Vestibule Southwest Elevation - Detail
  8. Sanctuary Main (Southwest) Façade
  9. Center entrance door (South Facade)
  10. Sunrise half-round window above center entrance door
  11. Detail above one of the side entrance doors (South Facade)
  12. Window at second level above center entrance door (South Facade)
  13. South Facade of Steeple from Vestibule roof peak to top of Spire
  14. South Facade of Steeple from Bell Deck to top of Spire
  15. Bell Tower Arch
  16. Bell Deck Corner with Obelisk
  17. Lower Light Tower
  18. Lower Light Tower Corner Detail
  19. Upper Light Tower
  20. Soffit of East Facade taken directly up
  21. Typical window detail at first level of Sanctuary
  22. Full West Facade with Steeple
  23. West Facade of Sanctuary - Rear
  24. West Facade of Sanctuary – Front
  25. West Facade First Level and Basement - Rear
  26. West Facade First Level and Basement - Center
  27. West Facade First Level and Basement - Front
  28. East Facade from Rear Corner
  29. East Facade Center - Bottom

30. East Facade Center – Middle
31. East Facade Center - Top
32. North Facade – Full
33. North Facade - Left
34. North Facade – Middle
35. North Facade - Right
36. North Facade - Robing Room Side Elevation  
with Utility Structure in Foreground
37. North Facade - Robing Room Rear Elevation
38. North Facade - Robing Room Side Elevation  
with HVAC units in Foreground
39. Pediment Corner Detail

- B. B-2 Massachusetts Historical Commission Inventory Form- B Building, dated September 20, 1980.
- C. B-3 Newburyport Assessors' Parcel Map with Building Footprint; and

WHEREAS, there are certain aspects of the Building in need of preservation and restoration; and

WHEREAS, upon the recommendation of the Community Preservation Committee and approved as Project #9 by the City Council on June 9, 2016, the sum of two hundred thousand dollars (\$200,000) from the Community Preservation Fund ("Funds") was appropriated for the purpose of funding a grant for the restoration of the Building; and

WHEREAS, the Grantor and the Grantee have reached an Agreement whereby the Grantee shall provide the Funds so appropriated to the Grantor to be expended for the preservation and restoration of the aforementioned Building, under the terms and conditions set forth herein and in such other documents as the parties may execute, and the Grantor agrees to accept such Funds to be used exclusively for such purposes and under such terms and conditions ("Restriction" or "Preservation Restriction");

WHEREAS, the Grantor in further consideration of the receipt of such Funds 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;

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

WHEREAS, the Commission is authorized to accept preservation restrictions in the name of the City of Newburyport and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40C, 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, except as set forth herein, 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 Building 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. Preservation Restriction: The Grantor grants the Grantee the right to forbid or limit:

- a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with the requirements of 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 C and hereby incorporated by reference.
- b. any other act or use that may be harmful to the historic preservation of the Building or the Property.
- c. Notwithstanding the foregoing:
  - i. in the event the Grantor is required by law to make improvements to the Building or Property or is required in writing by its insurance carrier to make improvements to the Building or Premises 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 which are required by law or by insurance qualifications and which are to maintain or improve the safe operation of the Grantor's business and provision of services for its employees and visitors. Said changes or improvements shall be subject to reasonable review by the Grantee.

3. Restriction as to Expenditure of Funds: 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 shall expend such Community Preservation Funds to rehabilitate and restore the Building in accordance with the vote of the City Council as set forth above.

4.1. 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 and the Grantor may reasonably and mutually agree upon 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 to that exists following the substantial completion of restoration work to be completed as a result of the expenditure of Community Preservation Funds. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with The Secretary 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.

4.2. 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;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. except to the extent that said easements may be taken, the Grantor shall not voluntarily, place above-ground utility transmission lines, and except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Grantor; and
- e. moving the Building to another location shall be forbidden without prior approval of the Commission.

5. Conditional Rights Requiring Grantee Approval: Subject to Paragraph 4 and the terms and conditions of this Restriction and such other terms and conditions as the Commission and the Grantor may mutually and reasonably agree upon and thereafter impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without prior express written approval of the Commission, which said approval shall not be unreasonably withheld. Without said approval Grantor shall not make any changes to the exterior of the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, except those signs currently existing, 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 intended to be performed in accordance with the provisions of paragraph 4.1, 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 the Restriction Guidelines (Exhibit C), 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 4.2, 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 4.1, 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 5;
  - c. the right to remove and replace, if the Grantor deems appropriate, the Weathercock on top of the Building and the restrictions imposed hereunder shall in no way limit or restrict whatsoever the rights of the Grantor with respect to the Weathercock.
  - d. the right to remove, replace, re-construct, renovate or take any action whatsoever as the Grantor deems appropriate on the building on the Property known as the Parish Hall and which is located to the east of the Building/Meeting House.

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 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.

8. Standards for Review: In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Commission shall apply the Secretary's Standards.

9. Casualty Damage or Destruction: In the event 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 which said approval shall not be unreasonably withheld. 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.

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

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

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

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical



damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, 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.

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: Business Administrator  
First Religious Society Unitarian Universalist  
28- 30 Pleasant 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.

14. 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.

15. 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.

16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement, including a failure to expend such Funds for their intended purposes, 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, repayment of the Funds, 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.

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

18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.

19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the perpetual right of the Commission to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of 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 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.

20. 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. Grantee shall obtain Grantor's 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.

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

23. 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 and the Massachusetts Historical Commission 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 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.

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 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.

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private 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.

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 but not limited to G.L. c. 184 §32 and 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. Archaeological 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 and 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).

IN WITNESS WHEREOF, the Grantor sets its hand and seal this 13<sup>TH</sup> day of December, 2018.  
By:

**GRANTOR:**

First Religious Society Unitarian Universalist

Arthur C. Johnson  
By: PARISH BOARD CHAIRPERSON  
Its: ~~President~~

Richard E. Johnson  
By:  
Its: Treasurer

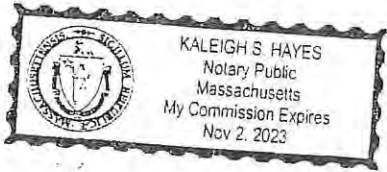
Duly authorized by a vote of the Board on December 12, 2018

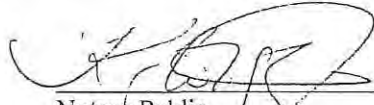


COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 20<sup>th</sup> day of December, 2018, before me, the undersigned notary public, personally appeared Arthur C. Henshaw, 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.

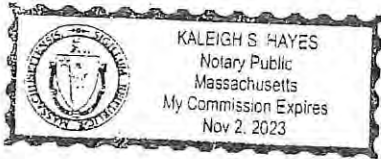


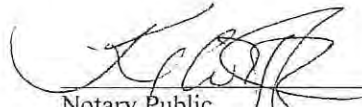
  
Notary Public  
My Commission Expires: 11/2/2023

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 20<sup>th</sup> day of December, 2018, before me, the undersigned notary public, personally appeared Richard Johnson, 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.



  
Notary Public  
My Commission Expires: 11/2/2023

ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION

Stephen Dodge

Stephen Dodge

Linda Smiley, duly authorized

Acty Chair, Newburyport Historical Commission

COMMONWEALTH OF MASSACHUSETTS

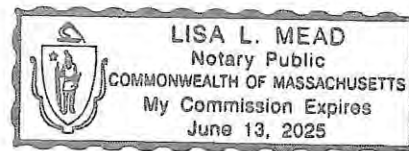
Essex, ss.

On this 23 day of January, 2018, before me, the undersigned notary public, personally appeared Stephen Dodge, 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.

[Signature]

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:

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:



APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

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

MASSACHUSETTS HISTORICAL COMMISSION

By: \_\_\_\_\_  
Brona Simon  
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared, Brona Simon, Executive Director and Clerk, 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.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

EXHIBIT A  
Property Description

The land with the buildings and improvements thereon if any, situate in Newburyport, Essex County, Massachusetts, and shown as Parcel 14 on a plan entitled, "Boundary Plan of Land in Newburyport, Massachusetts Owner, The First Religious Society in Newburyport", by Port Engineering Associates, Inc. dated 08-06-03, which plan is to be recorded at Plan Book 375 Page 28, and which premises are further and bounded and described as follows:

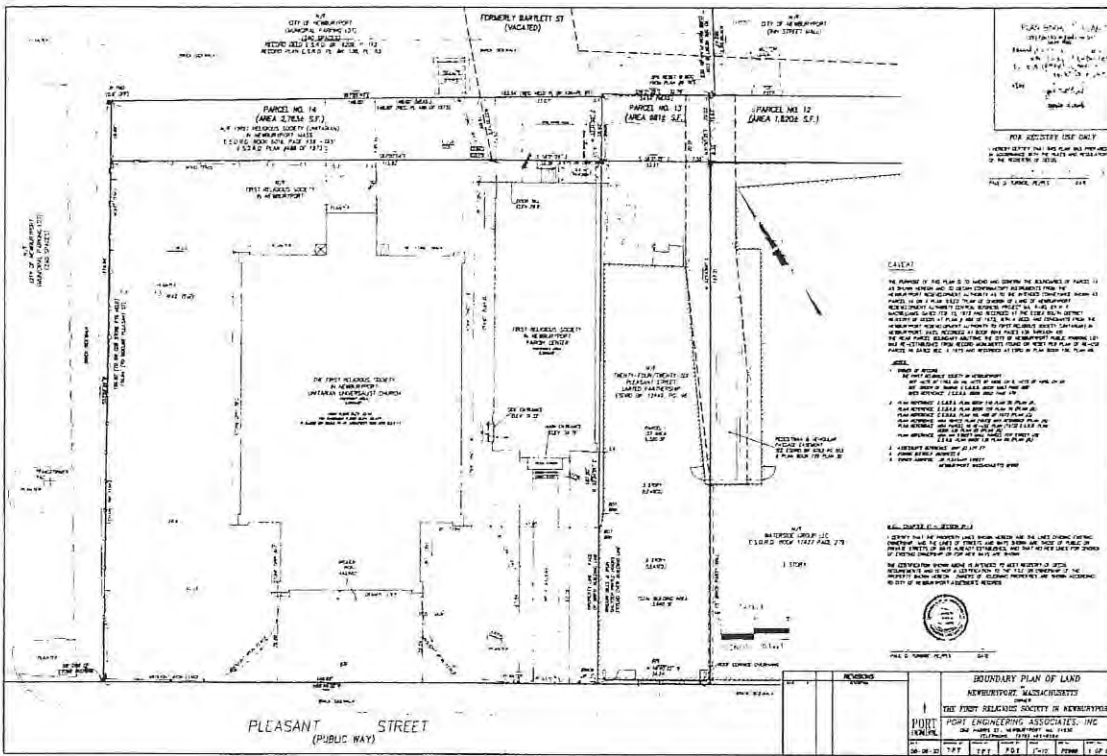
Beginning at the southwesterly corner thereof at a point that is N 33 degrees 52 feet 20 inches E, 56.50 inches from the southwesterly corner of a stone footing for a fence post near Pleasant Street, thence bounded:

- |               |   |
|---------------|---|
| Northwesterly | by the City of Newburyport municipal parking lot, eighteen (18.00') feet; and   |
| Northeasterly | by the City of Newburyport municipal parking lot, one hundred forty-nine (149.00'') feet and thirty-seven and 07/100 (37.07') feet; and   |
| Southeasterly | by land now or formerly of Twenty-Four/Twenty-Six Pleasant Street Limited Partnership shown on the Confirmatory Plan as Parcel No. 13, nineteen and 40/100 (19.40') feet; and           |
| Southwesterly | by other land of The First Religious Society in Newburyport Unitarian Universalist Church, on two courses, thirty-three and 38/100 feet and one hundred fifteen (83/100 (115.83') feet. |

containing 2,763 square feet more or less.

See Confirmatory Deed granted by the Newburyport Redevelopment Authority to the First Religious Society Unitarian-Universalist in Newburyport, MA, dated March 1, 2004, and recorded with said Registry of Deeds in **Book 22530, Page 249**;

EXHIBIT A-1



CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

February 11, 2019

**THAT, The CITY COUNCIL of the City of Newburyport** accepts with gratitude the following gifts:

- 1) Donor: Evelyn B. Stickney Trust  
Amount: \$24,000 and any future distributions from the Trust  
Purpose: Improvements made to the Newburyport Public Library, including but not restricted to the library's archival center.
  
- 2) Donor: Nancy V. Weare Living Trust  
Amount: \$5,000  
Purpose: To enhance the Newburyport Public Library's archival collection.
  
- 3) Donor: Josephine & Nora Connors Scholarship Trust  
Amount: \$5,000 and any future distributions from the Trust  
Purpose: Scholarships for graduating Newburyport High School students.

These gifts are accepted in accordance with M.G.L. Chapter 44, Section 53A.

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



CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

February 11, 2019

AN ORDER TO ADD A NEW HANDICAPPED PARKING SPACE PURUSANT TO SECTION 166 (AMENDMENT, ADDITON AND DELETION BY ORDER) OF CHAPTER 13 (TRAFFIC AND MOTOR VEHICLES) OF THE MUNICIPAL CODE

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

Chapter 13	Traffic and Motor Vehicles
Article 4	Specific Street Schedules
Division 6	Stopping, Standing and Parking
Section 13-179	Handicapped Zones

***Amend Section 13-179 by inserting a new line, as follows, with deletions ~~double stricken through~~, and additions double-underlined:***

No person, without a duly authorized handicapped vehicle registration or placard, as described in M.G.L.A. c. 90, § 2 shall park a vehicle in any of the following described parking spaces as designated by signs and symbols:

Lower Custom House Way

One (1) space on Lower Custom House Way at the northerly end proximate to Water Street.

Councillor Jared J. Eigerman

# ORDINANCES

CITY OF NEWBURYPORT



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

ORDERED:

November 13, 2018

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

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

**APPENDIX A: ZONING ORDINANCE OF THE CITY OF NEWBURYPORT**

**Section III-C -- Zoning map.**

**THAT** the Zoning Map of said Zoning Ordinance entitled "Zoning Map of the City of Newburyport" be amended pursuant to Section III-D "Changes to Zoning Map" such that all parcels located within the green shaded areas of the City are changed from the Business One (B-1) District to the Residential Three (R-3) District, as depicted on the attached map entitled "Zoning Map Change – Proposed," dated November 13, 2018.

\_\_\_\_\_  
Councillor Larry G. Giunta

\_\_\_\_\_  
Councillor Thomas F. OBrien

**In City Council January 14, 2019:**

Councillor Devlin recused. Motion to remove from Planning & Development by Councillor Eigerman, seconded by Councillor Zeid. So voted. Motion to approve as amended in committee (3-0) by Councillor Eigerman, seconded by Councillor Tontar. Withdrawn. Motion to approve in part, the portion north of Route 113 as R3, by Councillor Eigerman, seconded by Councillor Tontar. Roll call vote, 9 yes, 1 recused (Devlin), 1 absent (OBrien). Motion passed. Motion to refer remaining part, the portion South of Route 113, back to Planning & Development by Councillor Eigerman, seconded by Councillor Giunta. So voted.

*North of Route 113*

**In City Council January 28, 2019:**

Councillor Devlin recused. Motion to waive Rule 12, as a sponsoring councillor was not present, by Councillor Zeid, seconded by Councillor Giunta. Roll call vote, 8 yes, 2 absent (OBrien, Earls), 1 recused (Devlin). Motion passed. Motion to table by Councillor Giunta, seconded by Councillor Tontar. Roll call vote, 8 yes, 2 absent (OBrien, Earls), 1 recused (Devlin). Motion passed.





## Zoning Map Change - Proposed



**COMMITTEE ITEMS**

**February 11, 2019**  
**Committee Items Budget & Finance**

- **ORDR082\_01\_14\_19** Fire Department Fees FY2019
- **TRAN037\_01\_28\_19** Paid Parking Fund \$130K to Parking Rev Collect Sys \$130K



# City of Newburyport

FY 2019

CITY CLERK'S OFFICE  
NEWBURYPORT, MA

BPT

## BUDGET TRANSFER REQUEST

JAN 17 PM 4:29

**Department:** Parking

**Submitted by:** Richard B. Jones, Parking Clerk

**Date Submitted:** 1/28/2019

**Transfer From:**

Account Name	<u>Paid Parking Fund</u>	YTD Bal:	<u>\$ 1,198,143.09</u>
Account Number:	<u>2739-59600</u>	Category:	<u>\$ -</u>
Amount:	<u>\$130,000.00</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 To:**

Account Name	<u>Parking Revenue Collection System</u>	YTD Bal:	<u>\$ 33,841.52</u>
Account Number:	<u>3517-49700</u>	Category:	<u>\$ -</u>
Amount:	<u>\$130,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Available:	<u>To purchase fourteen (14) pay stations as detailed on the attached quote.</u>		

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

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

Date: 1/22/19  
Date: 1/17/19



# CITY OF NEWBURYPORT



*Office of Parking Clerk*  
City Hall  
P.O. Box 550  
Newburyport, MA 01950

January 22, 2019

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

Re: Transfer #37 relating to Kiosks Monies

Dear President and Members,

Our 13 kiosks in the surface lots are made by Parkeon which recently changed its name to Flowbird. They are old and problematic and have caused much customer dissatisfaction. We have tested a replacement kiosk by T2 called Luke 2 in the Green St lot and it has proved more than satisfactory.

The customer interface at the kiosk is more intuitive, better lighted, and the keypad is much simpler and easier to use than the Flowbirds. These same kiosks are used in Salem, MA and Plymouth, MA. Our parking consultant John Burke (who manages the Plymouth, MA system) stated it was a 'good decision' to switch out to the T2 kiosk. The Mayor is fully in support.

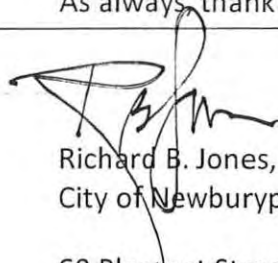
It is critical that the parking experience in Newburyport be as 'painless' as possible for the visitors and these new kiosks will make a noticeable difference. Pay-By-Phone has increased each year however the kiosks are still the most popular method of payment.

From the beginning of the program we expected to replace the kiosks on or about the end of their life expectancy—that is 10 years. We have set aside some monies to help with this purchase but need to transfer the rest from the paid parking fund. We would like to add a second kiosk in the Waterfront Trust Lot and we would like to keep the additional kiosks we have tested in the Green St lot. This would make a total purchase of 14 new T2/Luke2 kiosks. If approved, they could be operational in six to eight weeks.

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As always, thank you.



Richard B. Jones, Parking Clerk  
City of Newburyport

60 Pleasant Street  
Newburyport, MA 01950  
978.465.4407

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# QUOTATION

Name Richard Jones  
 Department City of Newburyport, MA  
 Address  
 City, State

1/15/2019  
 Rep: David Brunell  
 203-314-7338

Integrated Technical Systems, Inc. is pleased to submit the following proposal:  
 Purchase of T2 evaluation meter

Qty	Model	Description	Price Each	Total
14	900.0019	LUKE II - Solar, Coins, Bill, & Credit Card	\$10,280.00	\$143,920.00
14	880.4104	Verizon 4G modem		\$0.00
14	460.0074	Verizon SIM card		\$0.00
14	100.0106	Digital Connect activation fee		\$0.00
14	880.4030	Maintenance Lock Standard-L2		\$0.00
1	450.0018	Key-Green Maintenance Door		\$0.00
0	450.0019	Key-Yellow Maintenance Door		\$0.00
14	880.4036	Collection Lock Standard		\$0.00
1	450.0018	Key-Green Collection Door		\$0.00
0	450.0019	Key-Yellow Collection Door		\$0.00
1	450.0033	Key-Bill Stacker Access		\$0.00
1	450.0006	Key-Coin Canister Access		\$0.00
28	115.0108	Coin Canister		\$0.00
28	115.0132	1K-Note Bill Stacker w/ Lock		\$0.00
14	663.0027P	Paper Thermal-2in-L/S/L2	\$31.00	\$434.00
14		Installation	\$600.00	\$8,400.00
14		Shipping	\$450.00	\$6,300.00
			<b>TOTAL</b>	<b>\$159,054.00</b>

Included with each base meter:

- 2 bill vaults
- 2 coin vaults
- Cellular Communications Modem (service fees paid separately)
- Basic Installation and training
- Color LCD Screen
- 38 Key keypad for use with Pay by License mode
- 1st Year Warranty Parts and Labor

**NOTES:**

- Site work, including Concrete Pads by Others.
- Customer accepts their responsibility in the installation process, delays in this area should not effect payment
- Quotation valid for 30 days
- Shipping & Handling Included as one (1) complete shipment
- Required Computer Hardware is to be provided by customer
- Proper grounding to rod or system ground required (by others).

Accepted By:

\_\_\_\_\_

bot

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

January 14, 2019

THAT the City Council of the City of Newburyport hereby amends the following fees for fire department permits and services, with deletions ~~double-stricken and italicized~~ and additions double-underlined and italicized:

Smoke Detectors

Home/Unit Safety Inspection	<del>\$20</del>	<u>\$50</u>
Installation Single Family	<del>\$20</del>	<u>\$50</u>
Installation Multi-Family	<del>\$20/unit</del>	<u>\$50/unit</u>

Fire Alarm Systems (Panels)

Without Master Box	<del>\$25</del>	<u>\$50</u>
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Sprinkler Systems

Residential	<del>\$25</del>	<u>\$50</u>
Commercial	<del>\$50</del>	<u>\$100</u>

Oil Burner Installation/Repair

	<del>\$25</del>	<u>\$50</u>
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Storage Tanks

Up to 1,100 gallons	<del>\$25</del>	<u>\$50</u>
Over 1,100 gallons	<del>\$50</del>	<u>\$100</u>

Propane Tank Installation

Up to 999 gallons	<del>\$25</del>	<u>\$50</u>
Over 1,000 gallons	<del>\$50</del>	<u>\$100</u>

LP Gas Storage

	<del>\$0</del>	<u>\$50</u>
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<u>Flammable Liquids Storage Up to 165 gallons</u>	<del>\$25</del>	<u>\$50</u>
<u>Maintain Underground Storage Tanks</u>	\$50	<u>\$60</u>
<u>Removal of Tanks</u>		
Above Ground Tank	<del>\$25</del>	<u>\$50</u>
Below Ground Tank	<del>\$50</del>	<u>\$50</u>
<u>Tank Truck Permits</u>	<del>\$25</del>	<u>\$50</u>
<u>Welding</u>	\$0	<u>\$50</u>
<u>Blasting</u>	<del>\$25</del>	<u>\$50</u>
<u>Fireworks</u>	<del>\$25</del>	<u>\$50</u>
<u>Black Powder</u>	\$0	<u>\$50</u>
<u>Model Rockets</u>	<del>\$10</del>	<u>\$25</u>
<u>Tent - Commercial</u>	\$0	<u>\$50</u>
<u>Combustible Fibers/ Dust</u>	\$0	<u>\$50</u>
<u>Hazardous Materials Processing</u>	\$0	<u>\$50</u>
<u>Unvented Gas Appliance</u>	\$0	<u>\$50</u>
<u>Commercial Cooking</u>	\$0	<u>\$50</u>
<u>Outside Burning</u>	\$0	<u>\$10</u>
<u>Reports</u>	\$0	<u>\$10</u>

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

# Newburyport Fire Department

## *Office of the Fire Chief*

**To:** Mayor Holaday & Members of the City Council  
**From:** Chief Christopher J. LeClaire, CFO  
**Date:** December 28, 2018  
**Re:** **NFD Fee Update**

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The Newburyport Fire Department charges fees for a number of permits, licenses and inspections. This list of fees has not been updated since it was enacted twenty years ago.

As we conduct our Community Risk Reduction (Fire Prevention) activities across the city, both in commercial and residential occupancies, we are continually receiving feedback that our rates are significantly less than what other communities in the Commonwealth are charging. Real estate agents, for example, are amazed that our rates for inspections are more than 50% less than what they are charged elsewhere.

As you can see from the attached fee schedule comparison, we should be charging as much as twice what we are now. This represents a significant change in revenue created for the city. The 1,000 annual inspections currently generate \$17,134.00. With the adoption of the updated fee schedule, the revenue could approach \$35,000.00 each year.

It is my recommendation, and my request, that the city council adopt the recommended fee schedule for NFD permits, licenses and inspections.

As always, I am available to answer any questions you may have.

*Department Memorandum*

**Recommended**

<b>Permit Type</b>	<b>Newburyport</b>	<b>Fee - Nbpt</b>	<b>Wilmington</b>	<b>Marblehead</b>	<b>Chemsford</b>
Annual MB Fee	\$300.00	<b>\$300.00</b>	\$250.00	\$175.00	
Black Powder		<b>\$50.00</b>	\$25.00		
Blasting Permit	\$25.00	<b>\$50.00</b>	\$50.00	\$50.00	
Cannon		<b>\$0.00</b>			
Combustible Fibers/Dust		<b>\$50.00</b>			
Copies	\$0.00	<b>\$10.00</b>	\$0.25		
CPR +7500'	\$100.00	<b>\$100.00</b>			\$100.00
New Fire/CO Insp	\$20.00	<b>\$50.00</b>		\$50.00	\$50.00
Fire Alarm	\$25.00	<b>\$50.00</b>	\$50.00		
Fireworks	\$25.00	<b>\$50.00</b>	\$50.00	\$50.00	
Flammable	\$25.00	<b>\$50.00</b>	\$50.00	\$12.50	
HM Processing		<b>\$50.00</b>	\$50.00		
Commerican Cooking		<b>\$50.00</b>	\$25.00		
LP Gas Storage		<b>\$50.00</b>		\$50.00	
Oil Burner	\$25.00	<b>\$50.00</b>	\$25.00	\$50.00	
Oil Tank Storage		<b>\$50.00</b>		\$50.00	
Outside Burning		<b>\$10.00</b>			
Propane	25-50	<b>\$50.00</b>	\$25.00		
Reports		<b>\$10.00</b>	\$5.00	\$5.00	
Sprinkler	25-50	<b>\$50.00</b>	\$25.00	\$50.00	
Tank Install	25-50	<b>\$50.00</b>			
Tank Removal	\$25.00	<b>\$50.00</b>	\$25.00	\$50.00	
Tank Truck	\$25.00	<b>\$50.00</b>	\$50.00		
Tent		<b>\$50.00</b>		\$50.00	
Unvented Gas Appliance		<b>\$50.00</b>			
Welding		<b>\$50.00</b>	\$25.00	\$50.00	

**Part I** ADMINISTRATION OF THE GOVERNMENT**Title XX** PUBLIC SAFETY AND GOOD ORDER**Chapter 148** FIRE PREVENTION**Section 10A** HEADS OF FIRE DEPARTMENTS; PERMITS; INSPECTIONS;  
RECORDS; FEES; LIST OF FIRE DEPARTMENT HEADS

Section 10A. The head of the fire department in each city, town or fire district shall grant, in accordance with the rules and regulations of the board, such permits for use in such city, town or fire district as may be required by such rules and regulations, and make such inspections therein, and have and exercise such powers and duties in connection therewith, as the marshal may direct. The head of the fire department shall keep a record of every permit so issued, and shall furnish the marshal with such information in respect to such permits as he may require. The head of the fire department or the marshal may revoke any such permit for cause. A fee of \$25 may be charged by the head of the fire department for any permit granted under this section, unless otherwise set in a town by the board of selectmen or town council, or in a city by the mayor, but such fee shall not exceed \$50 except as provided in this paragraph. If a smoke detector inspection, conducted pursuant to section 26F, and a carbon monoxide alarm inspection, conducted pursuant to section 26F1/2, are conducted simultaneously, the owner shall not be subject to an additional fee for the carbon monoxide alarm



inspection. The fee for either a carbon monoxide alarm inspection or a smoke detector inspection, conducted separately, shall not exceed: \$50 for a single-family dwelling or a single dwelling unit; \$100 for a 2? family dwelling; \$150 for any building or structure with 6 or fewer residential units; and \$500 for any building or structure with more than 6 units.

The clerk of each city and town shall annually, not later than April first, transmit to the marshal in writing the name and official address of the head of the fire department in his city or town, or in the fire district or districts in which his town is located or which is or are established within his town.



# Salisbury Fire Department

37 Lafayette Road  
Salisbury, MA 01952  
978-465-3631  
Chief Scott Carrigan



## Permit Fee Propose Increase 2019

Residential Plan Review		\$25.00 to \$50.00*
Commercial Plan Review	Under 7,500 Sq. Ft. Over 7,500 Sq. Ft	\$25.00 to \$50.00* \$100.00 no increase*
Sprinkler System Plan Review	Under 15,000 Sq. Ft Over 15,000 Sq. Ft	\$25.00 to \$50.00 \$75.00 to \$100.00
Underground Storage Tank Install	Under 5,000 Gallon Over 5,000 Gallon	\$25.00 to \$50.00* \$200.00 no increase*
Underground Storage Tank Removal 1,000 Gallons to 5,000		\$25.00 to \$50.00*
Aboveground Storage Tank Removal	Under 330 Over 330	\$25.00 to \$50.00* \$50.00 no increase*
Underground Storage Permit Oil Burner Tank Truck Blasting Flammable Liquid Storage Permit Fireworks Portable Heating Spray Booth Paint Storage Cutting and Welding Propane Installation		\$25.00 to \$50.00*
Burning Permit		\$10.00 no increase

\*Inspection required

**February 11, 2019**  
**Committee Items-License & Permits**

- **COMM108\_01\_28\_19** 2019 Class II Vehicle License – Great Bay Autobody

THE COMMONWEALTH OF MASSACHUSETTS

OF

EXP

2019 JAN 16 AM 11:15

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

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

1. What is the name of the concern? Stephen K. Jayne - Great Bay Autobody-Marine

Business address of concern. No. 2 Melvin Court St.,  
Newburyport City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? \_\_\_\_\_  
Limited Liability Partnership (LLP)

3. If an individual, state full name and residential address.  
Stephen K. Jayne, 2 Melvin Ct., Newburyport, MA 01950

4. If a co-partnership, state full names and residential addresses of the persons composing it.  
Stephen K. Jayne, 2 Melvin Ct., Newburyport, MA 01950  
Cynthia L. Jayne, 2 Melvin Ct., Newburyport MA 01950

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

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? \_\_\_\_\_

If so, is your principal business the sale of new motor vehicles? \_\_\_\_\_

Is your principal business the buying and selling of second hand motor vehicles? \_\_\_\_\_

Is your principal business that of a motor vehicle junk dealer? \_\_\_\_\_



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

Purchase and sell motor vehicles online. No vehicles will be on premises at anytime.

8. Are you a recognized agent of a motor vehicle manufacturer? No

(Yes or No)

If so, state name of manufacturer \_\_\_\_\_

9. Have you a signed contract as required by Section 58, Class 1? No

(Yes or No)

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

(Yes or No)

If so, in what city — town Newburyport

Did you receive a license? yes

(Yes or No)

For what year? 2014 and previous years.

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? No

(Yes or No)

Sign your name in full \_\_\_\_\_

(Duly authorized to represent the concern herein mentioned)

Residence 2 Melvin Ct. Newburyport, MA.

### IMPORTANT

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

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

AGENCY: 20-1112 Hub International Ne Llc

CONTINUATION CERTIFICATE	BOND	S-109882
--------------------------	------	----------

**Principal:**

Great Bay Auto And Marine Co Llp  
PO Box 726

Newburyport, MA 01950

**Obligee:**

Massachusetts Division of Standards  
1 Ashburton Pl Rm 1115

Boston MA 02108

**Bond Term in Months:** 12

**Effective Date:** 11/1/2018

**Expiration Date:** 11/1/2019

**Penalty Amount:** \$10,000

**Type of Bond:** License

**Classification:** Motor Vehicle Repairer - 1 or 2 Year Term

**Remarks:**

It is hereby agreed that the captioned numbered Bond is continued in force in the above amount for the period of the continued term stated above and is subject to all the covenants and conditions of said Bond.

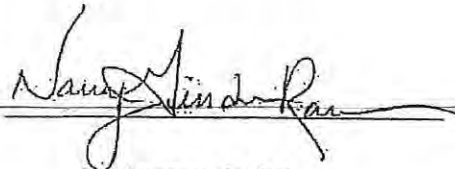
This continuation shall be deemed a part of the original Bond, and not a new obligation, no matter how long the Bond has been in force or how many premiums are paid for the Bond, unless otherwise provided for by statute or ordinance applicable.

In witness whereof, the company has caused this instrument to be duly signed, sealed and dated as of the above "continuation effective date".

NGM INSURANCE COMPANY

\*formerly known as National Grange Mutual Ins. Co.

By:



Attorney-in-fact



This Continuation Certificate needs to be filed with the obligee. No other proof of renewal has been sent to any other party.

Direct Bill

NGM Insurance Company  
4601 Touchton Rd East Ste 3400  
P.O. Box 16000  
Jacksonville, FL 32245-6000

**Report of Execution - Renewal**

*Thank you for choosing NGM Insurance Company for your Surety needs*

Hub International Ne Llc  
299 Ballardvale St  
Wilmington, MA 01887

Agency Code: 20-1112  
Bond Number: S-01-109882-N  
Bond Effective Date: 11/1/2018  
Bond Expiration Date: 11/1/2019  
Type of Renewal: Continuation Certificate

<b>Principal:</b> Great Bay Auto And Marine Co Llp  Po Box 726 Newburyport, MA 01950	<b>Obligee:</b> Massachusetts Division of Standards 1 Ashburton Pl Rm 1115 Boston, MA 02108
--	--

Type of Bond	Classification	Penalty Amt	Premium Amt	Comm Rate
License	Motor Vehicle Repairer - 1 or 2 Year Term	\$10,000	\$100	0.300
			<b>TOTAL PREMIUM</b>	<b>\$100</b>

Remarks:

**February 11, 2019**  
**Committee Items-**  
**Planning & Development**

**ORDR083\_01\_28\_19** Custom House Grant of Easement



CITY OF NEWBURYPORT



IN CITY COUNCIL

*PAV  
JES  
JD  
1 No  
SZ*

ORDERED:

January 28, 2019

**Acceptance of Grant and Assignment of Easements and Restrictions from Newburyport Maritime Society, Inc., and Newburyport Redevelopment Authority**

THAT the City Council of the City of Newburyport hereby authorizes the Mayor, or her designated representative, to accept on behalf of the City, upon such terms and conditions as the Mayor deems in the best interest of the City, a grant and assignment of those easements and restrictions reserved to the City in that deed of land and the buildings thereon at 25 Water Street in the City, from the Newburyport Redevelopment Authority to the Newburyport Maritime Society, Inc. filed with the Essex South Registry District of the Land Court as Document No. 598271 and noted on Transfer Certificate of Title No. 92140, and to execute any and all documents and take all related actions necessary or appropriate to carry out the foregoing, or take any other action relative thereto.

Councillor Barry N. Connell

## GRANT AND ASSIGNMENT OF EASEMENTS AND RESTRICTIONS

The NEWBURYPORT MARITIME SOCIETY, INC., a Massachusetts non-profit corporation, having its principal place of business at 25 Water Street, Newburyport, MA 01950, and the NEWBURYPORT REDEVELOPMENT AUTHORITY, a public body, corporate and politic, duly organized and existing pursuant to M.G.L. c. 121B, having its usual place of business at City Hall, 60 Pleasant Street, Newburyport, MA 01950 (hereinafter, together, "Grantors"), for consideration of One and 00/100 (\$1.00) Dollars paid, hereby GRANT AND ASSIGN to the CITY OF NEWBURYPORT, a municipal corporation, with an address c/o Mayor of the City of Newburyport, Newburyport City Hall, 60 Pleasant Street, Newburyport, Massachusetts, those interests in land reserved to the City in that deed from the Maritime Society to the NRA dated December 14, 2018 and filed with the Essex South Registry District of the Land Court as Document No. 598271 and noted on Transfer Certificate of Title No. 92140 pertaining to certain parcels of land with the buildings thereon situated in Newburyport, Essex County, Massachusetts ("the Premises") more particularly described therein.

The interests in land reserved to the City by said deed by and through the Newburyport Redevelopment Authority as grantor, and granted and assigned herein are as follows, where "Grantee" is the Newburyport Maritime Society, Inc.:

Reserving for the benefit of the City of Newburyport (hereinafter referred to as the "City") the right to maintain, repair and replace the existing encroachments on the northeast corner of Lot B shown on the attached sketch plan.

1. The use of the Premises is restricted to the operation of a maritime museum, open to the public, together with related ancillary fundraising activities and for no other purpose.
2. By the acceptance and filing of this Deed, the Grantee agrees that, notwithstanding the merger of its leasehold interest with the fee interest, it shall continue to be bound by the terms and provisions of the Preservation Restriction Agreement between it and the Newburyport Historical Society dated September 13, 2002 and filed with said Registry District as Document No. 415394.
3. The open space on lots B, E and D shall be kept free of permanent structures and open to the public except for special events hosted by the Grantee.
4. The Premises, or any part thereof or interest therein, shall not be conveyed, transferred, leased or mortgaged without the prior written consent of the City. In the event that a conveyance, transfer, lease or mortgage is made to a person or entity other than the City in violation of this paragraph 4, then that person or entity shall hold the Premises in trust for the City for the purposes set forth herein, and such person or entity shall convey the Premises to the City upon the City's direction.

5. In the event that the Grantee, its successors and assigns, fails to comply with any of the restrictions and conditions enumerated in Paragraph 1, 3 and 4 for a period of ninety (90) consecutive days without cure or terminates operation of the maritime museum for a period exceeding 365 consecutive days, the City shall have the option to purchase the Premises for consideration of One Hundred Dollars (\$100) and Grantee shall convey the premises to the City upon the City's written exercise of the option. Failure to exercise the option for any specific event is not a waiver of the City's right to exercise the option for future events.
6. The NRA, or the City as its successor in interest, shall have the right to enter the Premises and revert title back to itself or the City upon the Grantee's ceasing to exist or function as a non-profit corporation or other non-profit entity. Notwithstanding the foregoing, no such entry shall occur until such time as the NRA or the City as its successor in interest has notified the Grantee of such occurrence and the Grantee fails to cure such event to the reasonable satisfaction the NRA or its successor in interest within ninety (90) days of the receipt of such notice or such further period as the NRA or the City as its successor in interest may allow.

These restrictions and conditions shall be binding upon and may be enforced against the Grantee and its successors and assigns by the NRA, the City, and their successors and assigns as holders of these restrictions. The rights and obligations created or imposed herein are deemed to be an "other restriction held by a governmental body" as that term is used in G.L. c. 184 Section 26 and as such, shall be exempt from the time limitations set forth in G.L. c. 184 Sections 26-30. In the event that such limitations shall be deemed by a court of competent jurisdiction to apply to these restrictions, these restrictions and conditions shall be binding for a period of no less than 999 years from the recording hereof.

These restrictions and conditions are appurtenant to and benefit the abutting land owned by the Newburyport Redevelopment Authority and the City of Newburyport.

All rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executives, administrators, successors, assigns and legal representatives.

For Grantors' title see deed dated December 14, 2018 and filed with the Essex South Registry District of the Land Court as Document No. 598271 and noted on Transfer Certificate of Title No. 92140.

*[signatures on following pages]*

In Witness Whereof, the said Newburyport Maritime Society, Inc. has caused these presents to be signed in its name and behalf on this \_\_\_ day of \_\_\_\_\_, 2019 by Douglas Muir, its President, duly authorized, and by Timothy Felter, its Treasurer, and under seal.

NEWBURYPORT MARITIME SOCIETY, INC.

\_\_\_\_\_  
By: Douglas Muir  
Its: President

\_\_\_\_\_  
By: Timothy Felter  
Its: Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this \_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Douglas Muir, President of Newburyport Maritime Society, Inc., duly authorized, who proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed the document as President voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this \_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Timothy Felter, Treasurer of the Newburyport Maritime Society, Inc., duly authorized, who proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed the document as Treasurer voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My commission expires:



In Witness Whereof, the said Newburyport Redevelopment Authority has caused these presents to be signed in its name and behalf on this \_\_\_ day of \_\_\_\_\_, 2019 by Robert Uhlig, its Chairman duly authorized, attested by David St. Cyr, its Secretary, and under seal.

NEWBURYPORT REDEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Robert Uhlig, Chairman

Attest:

By \_\_\_\_\_  
David St. Cyr, Secretary

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this \_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Robert Uhlig, Chairman of Newburyport Redevelopment Authority, duly authorized, who proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed the document as Chairman voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My commission expires:

ACCEPTANCE OF DEED

The foregoing Grant and Assignment of Easements and Restrictions from Newburyport Maritime Society, Inc., and Newburyport Redevelopment Authority, is hereby accepted pursuant to the authority granted by the vote of the Newburyport City Council dated \_\_\_\_\_, 2019, an attested copy of which is recorded herewith and any other authority in any way appertaining.

EXECUTED as of this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF NEWBURYPORT  
By its Mayor,

\_\_\_\_\_  
Donna D. Holaday

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Donna D. Holaday, Mayor of the City of Newburyport as aforesaid, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, 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 on behalf of the City of Newburyport.

Notary Public:  
My Commission Expires:



DEED

The Newburyport Redevelopment Authority, a public body, corporate and politic, duly organized and existing pursuant to M.G.L. c. 121B (hereinafter the "NRA") having its usual place of business at City Hall, 60 Pleasant Street, Newburyport, MA 01950

For Consideration of One Hundred and 00/100 (\$100.00) Dollars paid hereby grants to

The Newburyport Maritime Society, Inc., a Massachusetts non-profit corporation, having its principal place of business at 25 Water Street, Newburyport, MA 01950

With QUITCLAIM COVENANTS

All those certain parcels of land with the buildings thereon situated located in Newburyport, Essex County, Massachusetts, (together "the Premises") bounded and described as follows:

First Parcel:

- SOUTHWESTERLY by Water Street forty four (44) feet;
- NORTHWESTERLY by the Southeasterly line of a "Public Way", as shown on plan hereinafter mention one hundred forty five (145) feet;
- NORTHEASTERLY by lot E as shown on said plan, forty eight and 42/100 (48.42) feet;
- SOUTHEASTERLY by the Northwesterly line of another "Public Way" as shown on said plan, one hundred forty five (145) feet

All of said boundaries are determined by the Court to be located as shown upon plan numbered 4588-C, drawn by John T. Desmond, Civil Engineer, dated October 28, 1922, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 4249 in the Essex South Registry District of the Land Court, and the above described land is shown as lot D. on last mentioned plan.

Second Parcel:

- NORTHWESTERLY by the Southeasterly line of a Public Way, as shown on above mentioned plan, fifty nine and 03/10 (59.03) feet;
- NORTHEASTERLY by lot B, as shown on said plan, fifty and 66/100 (50.66) feet;
- SOUTHEASTERLY by the Northwesterly line of another Public Way, as shown on said plan, sixty four and 68/100 (64.68) feet; and

25 Water Street, Newburyport, MA 01950

SOUTHWESTERLY by Lot D, as shown on said plan, forty eight and 42/100 (48.42) feet.

Being shown as Lot E, on said plan. Said Lot E together with the benefit of and is subject to rights of way and easements appurtenant thereto.

The above described land is subject to and with the benefit of Taking Document 126719, as recited in Order of Court Document No. 17181.

For Grantor's Title, see Certificate of Title No. 49161

Third Parcel:

SOUTHWESTERLY by Lot A, as shown on plan hereinafter mentioned, fifty and 66/100 (50.66) feet;

NORTHWESTERLY by land now or formerly of the Newburyport City Railroad, thirty two and 43/100 (32.43) feet;

NORTHEASTERLY by Lot C, as shown on said plan, fifty two and 21/100 (52.21) feet; and

SOUTHEASTERLY by other land of the said Newburyport City Railroad, thirty five and 80/100 (35.80) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 4588-B, drawn by C. B. Humphrey, Surveyor for Court, dated June 16, 1914, as modified and approved by the Court, filed in the Land Registration Office, a copy of which is filed with Certificate of Title 1581 in said Registry, and the above described land is shown as lot B on last mentioned plan.

The above described land is subject to a right in favor of said lot C as described in deed from William E. Chase et al to Boston and Maine Railroad, dated August 6, 1914, and filed as Document 3116 in said Registry.

For Grantor's Title, see Certificate of Title No. 37533

Together with an easement for access and maintenance to and from the lawn area on Lot C on Land Court Plan No. 4588-C as shown on the sketch plan attached hereto and made a part hereof and

Reserving for the benefit of the City of Newburyport (hereinafter referred to as "City") the right to maintain, repair and replace the existing encroachments on the northeast corner of Lot B shown on the attached sketch plan.



Title is hereby conveyed subject to the following restrictions and conditions established:

1. The use of the Premises is restricted to the operation of a maritime museum, open to the public, together with related ancillary fundraising activities and for no other purpose.
2. By the acceptance and filing of this Deed, the Grantee agrees that, notwithstanding the merger of its leasehold interest with the fee interest, it shall continue to be bound by the terms and provisions of the Preservation Restriction Agreement between it and the Newburyport Historical Society dated September 13, 2002 and filed with said Registry District as Document No. 415394.
3. The open space on lots B, E and D shall be kept free of permanent structures and open to the public except for special events hosted by the Grantee.
4. The Premises, or any part thereof or interest therein, shall not be conveyed, transferred, leased or mortgaged without the prior written consent of the City. In the event that a conveyance, transfer, lease or mortgage is made to a person or entity other than the City in violation of this paragraph 4, then that person or entity shall hold the Premises in trust for the City for the purposes set forth herein, and such person or entity shall convey the Premises to the City upon the City's direction.
5. In the event that the Grantee, its successors and assigns, fails to comply with any of the restrictions and conditions enumerated in Paragraph 1, 3 and 4 for a period of ninety (90) consecutive days without cure or terminates operation of the maritime museum for a period exceeding 365 consecutive days, the City shall have the option to purchase the Premises for consideration of One Hundred Dollars (\$100) and Grantee shall convey the premises to the City upon the City's written exercise of the option. Failure to exercise the option for any specific event is not a waiver of the City's right to exercise the option for future events.
6. The NRA, or the City as its successor in interest, shall have the right to enter the Premises and revert title back to itself or the City upon the Grantee's ceasing to exist or function as a non-profit corporation or other non-profit entity. Notwithstanding the foregoing, no such entry shall occur until such time as the NRA or the City as its successor in interest has notified the Grantee of such occurrence and the Grantee fails to cure such event to the reasonable satisfaction the NRA or its successor in interest within ninety (90) days of the receipt of such notice or such further period as the NRA or the City as its successor in interest may allow.

These restrictions and conditions shall be binding upon and may be enforced against the Grantee and its successors and assigns by the NRA, the City, and their successors and assigns as holders of these restrictions. The rights and obligations created or imposed herein are deemed to be an

"other restriction held by a governmental body" as that term is used in G.L. c. 184 Section 26 and as such, shall be exempt from the time limitations set forth in G.L. c. 184 Sections 26-30. In the event that such limitations shall be deemed by a court of competent jurisdiction to apply to these restrictions, these restrictions and conditions shall be binding for a period of no less than 999 years from the recording hereof.

These restrictions and conditions are appurtenant to and benefit the abutting land owned by the Newburyport Redevelopment Authority and the City of Newburyport.

Grantee, and as may be required, Grantor, shall confirm and assign by separate instrument the rights reserved to the City herein, which instrument may be filed with Grantee's title together with the City's written acceptance of such rights.

In Witness Whereof, the said Newburyport Redevelopment Authority has caused these presents to be signed in its name and behalf on this 13<sup>th</sup> of December, 2018 by Robert Uhlig, its Chairman duly authorized, attested by David St. Cyr, its Secretary, and under seal.

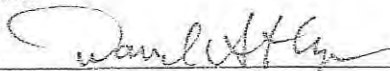
Newburyport Redevelopment Authority

By

  
Robert Uhlig, Chairman

Attest:

By

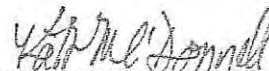
  
David St. Cyr, Secretary

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this 13<sup>th</sup> day of December, 2018, before me, the undersigned notary public, personally appeared Robert Uhlig, Chairman of Newburyport Redevelopment Authority, duly authorized, who proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed the document as Chairman voluntarily for its stated purpose.





Kathleen M. O'Donnell  
Notary Public

My commission expires: 11/19/21

SKETCH PLAN



North  
↑

CUSTOM HOUSE WAY

32.43'

GRANITE EDGING

BOLLARD

BOLLARD

Lawn Area

52.20'

GRANITE EDGING

BIT CONC.

RAIL TRAIL

BIT CONC.

GRANITE EDGING

GRASS

LOT B  
LCP 4588R

BIT CONC.

WOODEN

35.80'

BIT CONC.

50.66'

Document: 598271

DEED

ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS

RECEIVED FOR REGISTRATION

On: 12/14/2018 10:00 AM

CREATED CERT: 92140 Book: 555

CANCELLED CERT: 37533 Book: 165

CANCELLED CERT: 49161 Book: 224



## **Committee Items-Public Safety February 11, 2019**

COMM103- 01- 14- 19 Walk MS- 4/27/2019

ORDR059\_08\_27\_18 Parking Hales Court, Waterfront Trust

COMM086\_09\_24\_18 Ltr from Residents of East Boylston Street

COMM087- 09- 24- 18 Ltr re: Coffin Street

ps

## NEWBURYPORT SPECIAL EVENT APPLICATION

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

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

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

**NAME OF EVENT:** Walk ms: Newburyport

Date: 4/27/2019 Time: from 10am to 2pm

Rain Date: n/a Time: from \_\_\_\_\_ to \_\_\_\_\_

2. Location: Newburyport High School

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

4. Name of Organizer: Samantha Boland City Sponsored Event: Yes \_\_\_\_\_ No

Contact Person

Address: 101A First Ave Suite 6, Wallham, MA 01935 Telephone: (781) 623-5125

E-Mail: Samantha.boland@nms.org Cell Phone: (978) 987-7509

Day of Event Contact & Phone: Danielle Paonessa (978) 729-4260

5. Number of Attendees Expected: 350

6. MA Tax Number: 13-5661935

7. Is the Event Being Advertised? Yes Where? Online

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

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

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

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

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? Six
- b) How many recycling receptacles will you be providing? N/A
- c) Will you be contracting for disposal of : Trash Yes \_\_\_ No X 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 X No \_\_\_
- iv. If no, where will the trash & recycling be disposed ? Waltham, MA

**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)**

# 2 Standard # 1 ADA accessible

Name of company providing the portable toilets: United Site Services

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:

National MS Society

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

101A First Ave, Suite 6, Waltham, MA 02451 (781) 693-5125

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

101A First Ave, Suite 6, Waltham, MA 02451 (978) 729-4260

4. Date of Event: 4/27/2019 Expected Number of Participants: 350

5. Start Time: 10 a.m. Expected End Time: 2 p.m.

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

High St, Ferrister st, Merrimac St, Green St, High St.

7. Locations of Water Stops (if any): Lambert Oil Co Parking lot - 194 Merrimac St.

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

9. Formation Location & Time for Participants: Newburyport High School 10am

10. Dismissal Location & Time for Participants: Newburyport High School 2 p.m.

11. Additional Parade Information: n/a

• 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 \_\_\_\_\_ 0 Greenleaf St.

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



**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:

National MS Society

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

101A First Ave, Suite 6, Waltham, MA 02451 (781)693-5125

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

101A First Ave, Suite 6, Waltham, MA 02451 (978)729-4260

4. Date of Event: 4/27/2019 Expected Number of Participants: 350

5. Start Time: 10 a.m. Expected End Time: 2 p.m.

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

High St, Forrester St, Merrimac St, Green St, High St.

7. Locations of Water Stops (if any): Lombardi Civil Co Parking lot - 194 Merrimac St

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

9. Formation Location & Time for Participants: Newburyport High School 10 a.m.

10. Dismissal Location & Time for Participants: Newburyport High School 2 p.m.

11. Additional Parade Information: N/A

• Number of Floats: \_\_\_\_\_

• Locations of Viewing Stations: \_\_\_\_\_

• Are Weapons Being Carried: Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

CITY MARSHAL \_\_\_\_\_ 4 Green St. FIRE CHIEF D. P. [Signature] 12/27/18 0 Greenleaf St.

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

**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:

National MS Society

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

101A First Ave, Suite 6, Waltham, MA 02451 (781) 693-5125

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

101A First Ave, Suite 6, Waltham, MA 02451 (978) 729-4260

4. Date of Event: 4/27/2010 Expected Number of Participants: 350

5. Start Time: 10 a.m. Expected End Time: 2 p.m.

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

High St, Forrester St, Merrimac St, Green St, High St.

7. Locations of Water Stops (if any): Lombardi Oil Co Parking lot - 194 Merrimac St.

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

9. Formation Location & Time for Participants: Newburyport High School 10 a.m.

10. Dismissal Location & Time for Participants: Newburyport High School 2 p.m.

11. Additional Parade Information: N/A

- Number of Floats: \_\_\_\_\_
- Locations of Viewing Stations: \_\_\_\_\_
- Are Weapons Being Carried: Yes \_\_\_ No \_\_\_
- Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_ No \_\_\_

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

CITY MARSHAL \_\_\_\_\_ 4 Green St. FIRE CHIEF \_\_\_\_\_ 0 Greenleaf St.

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

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

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High St, Forrester st, Merrimac St, Green St, High St.

7. Locations of Water Stops (if any): Lombardi Oil Co Parking lot - 101 Merrimac St.

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

9. Formation Location & Time for Participants: Newburyport High School 10 a.m.

10. Dismissal Location & Time for Participants: Newburyport High School 2 p.m.

11. Additional Parade Information: N/A

- Number of Floats: \_\_\_\_\_
- Locations of Viewing Stations: \_\_\_\_\_
- Are Weapons Being Carried: Yes \_\_\_\_\_ No \_\_\_\_\_
- Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_\_\_ No \_\_\_\_\_

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

CITY MARSHAL \_\_\_\_\_ 4 Green St. FIRE CHIEF \_\_\_\_\_ 0 Greenleaf St.

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

## DEPARTMENT APPROVAL (for Committee Member use only):

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

<b>Approval Required</b>	Date: _____	Signature _____	
_____	1. Special Events:	_____	_____
_____	2. Police:	_____	_____
	Is Police Detail Required:	_____	# of Details Assigned: _____
_____	3. Traffic, Parking & Transportation:	_____	_____
_____	4. ISD/Health:	_____	_____
_____	5. Recycling:	_____	_____
_____	6. ISD/Building:	_____	_____
_____	7. Electrical:	_____	_____
_____	8. Fire:	_____	_____
	Is Fire Detail Required:	_____	# of Details Assigned: _____
_____	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>		
	<input type="checkbox"/> Yes: \$ _____ due on _____	<input type="checkbox"/> No Fee for Special Events applies	
	Other requirements/instructions per DPS _____		
_____	10. Recreation Department:	_____	_____
_____	11. License Commission	_____	_____

**The Departments listed above have their own application process. Applicants are responsible for applying for and obtaining all required permits & certificates from the various individual Departments.**

### Limitations

- (a) *"Procedure"* All road racing, walkathon, bicycle, or swimming events shall, through that event's organizer, board of directors, charity foundation or designee apply for authorization to hold the event through the Office of the City Clerk. The City Clerk upon review of the completed form will place the application on the regular City Council agenda. Upon following the procedures of the Council, as deemed appropriated in the sole judgment of the Council, the application will be considered approved if the Council votes favorably by majority. The event will name one person responsible on the application and shall provide contact information to include name, address and telephone number.
- (b) *"Exemptions"* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.
- (c) *"Course map"*, All applications shall be accompanied by a course map showing the event route, water stops, refreshment stops, and so-called "porta-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by Police, Fire, Department of Public Services, Parks Commission and Harbormasters Departments prior to submission to the City Clerk.
- (d) *"Electronic Amplifier"* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 A.M. except for Sundays when electronic amplifiers, loud speakers or bullhorns will be used for public address announcements or music before 9:00 AM. This shall be deemed a requirement for all permitted events regardless of type or location.



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

**13-101 Enforcement**

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

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

**Signed:**

*Emily B. Clark*

**Date:**

*12/20/18*



No	Miles	Turn	Directions
1	0.000		Start - Newburyport High School <b>Start/Finish</b>
2	0.019	↖	Turn left onto High Street, MA 113
3	0.504	→	Turn right onto Forrester Street
4	0.793	→	Turn right onto Merrimac Street
5	1.473		Rest Stop - Lombardi Oil Co. <b>Rest Stop</b>
6	1.916	→	Turn sharp right onto Green Street
7	2.152	→	Turn sharp right onto High Street, MA 1A
8	2.979		Turn left into high school



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/21/2018

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 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).

<b>PRODUCER</b> MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979  WALTH	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
<b>INSURED</b> NATIONAL MULTIPLE SCLEROSIS SOCIETY GREATER NEW ENGLAND CHAPTER 101A FIRST AVENUE SUITE 6 WALTHAM, MA 02451														

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-009899676-19                      **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____		3583-33-49	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		7353-02-37	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 1,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		9364-93-75	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	71763467	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: MS WALK  
 CITY OF NEWBURYPORT IS ADDED AS ADDITIONAL INSURED EXCLUDING WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY.

<b>CERTIFICATE HOLDER</b>  CITY OF NEWBURYPORT 60 PLEASANT STREET NEWBURYPORT, MA 01950	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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## CITY OF NEWBURYPORT




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 IN CITY COUNCIL

## ORDERED:

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

Date: August 27, 2018

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

Chapter 13	Traffic and Motor Vehicles
Article 4	Specific Street Schedules
Division 6	Stopping, Standing and Parking
Section 13-180.1	Paid parking permits

Amend existing Sections (a) and (e) as follows, with deletions ~~double-stricken-through~~, and additions double-underlined:

- (a) Definitions. As used in this section:
- (1) Hales Court Lot
  - (2) Waterfront Trust Lot, Hales Court Lot until April 30, 2019
- (e) Use of parking permits.
- (3) Hales Court lot until April 30, 2019

---

 Councillor Sharif Zeid

addendum with language from the city solicitor in paragraph 1 (“Permittees shall be jointly and severally responsible for and shall pay to the City all costs and expenses reasonably incurred by the City with respect to the event, such fee to include but not be limited to all police, fire, emergency response, and administrative costs and expenses, currently estimated to be but not limited to forty thousand dollars \$40,000, said amount to be paid to the City no later than sixty (60) days after date of the event. Any amount paid by Permittees in excess of the City’s actual reasonable costs shall be reimbursed to the Permittees. Permittees shall be responsible to pay to the City any costs in excess of the amount stated above”) by Councillor Eigerman, seconded by Councillor Vogel. Roll call vote, 11 yes. Motion passed. Motion to approve as amended by Councillor Vogel, seconded by Councillor OBrien. Roll call vote, 8 yes, 3 no (OBrien, Vogel, Zeid). Motion passed.

- **COMM069\_08\_13\_18** Riverfront Music Festival - 9/1/18 – Continued from August 13, 2018
- **COMM077\_08\_27\_18** Ltr from Marshal Mark Murray re: Riverfest  
Removed from Consent Agenda by Councillor Connell.
- **COMM079\_08\_27\_18** Addendum Riverfront Music Festival Event App

## 12. APPOINTMENTS

**Second Reading - NONE**

## 13. ORDERS

- **ORDR057\_08\_27\_18** Amendment to Council Rule 12A  
Motion to refer to Rules by Councillor Zeid, seconded by Councillor Eigerman. So voted. *Richard*
- **ORDR058\_08\_27\_18** CPA Project #4, Slate Roof, Custom House  
Motion to table by Councillor Vogel, seconded by Councillor Tontar. Roll call vote, 10 yes, 1 no (Zeid).  
Motion passed.
- **ORDR059\_08\_27\_18** Parking Hales Court, Waterfront Trust *Painting OK*  
Motion to refer to Public Safety by Councillor Zeid, seconded by Councillor Khan. So voted. *Painting wants AN Day / not - (Occupancy) (date) (Kushin)*
- **ORDR060\_08\_27\_18** Host Agreement for Marijuana Cultivation  
Motion to refer to Public Safety by Councillor Zeid, seconded by Councillor Tontar. Withdrawn. Motion to refer to Budget & Finance and Committee of the Whole by Councillor Tontar, seconded by Councillor Khan. Roll call vote, 6 yes, 5 no (OBrien, Earls, Eigerman, Giunta, Connell). Motion passed.

## 14. ORDINANCES

- **ODNC020\_05\_14\_18** Amendment to Chapter 11, Parks & Recreation (**2<sup>nd</sup> reading**)  
Motion to approve second reading by Councillor Zeid, seconded by Councillor Tontar. Roll call vote, 9 yes, 2 no (OBrien, Giunta). Motion passed.

## 16. COMMITTEE ITEMS

### Budget & Finance

#### *In Committee:*

- **ORDR007\_01\_29\_18** 41C Amendment
- **ORDR022\_04\_09\_18** Local Retail Sales Tax on Marijuana
- **TRAN024\_08\_13\_18** GEN Budget Contingency \$27,496.88 to Multiple \$27,496.88
- **TRAN025\_08\_13\_18** ASR Travel Allowance \$3,300 to ASR Salary Assessor \$3,300
- **TRAN026\_08\_13\_18** GEN Budget Contingency \$8,241.27 to Multiple \$8,241.27
- **COMM070\_08\_13\_18** Trust Fund Repurposing – MH Simpson Trust

### Education

ps

September 4, 2018

Mayor Donna Holaday  
60 Pleasant Street  
Newburyport, MA 01950

Dear Mayor Holaday,

The residents of East Boylston Street have decided to come together and write this concerning the condition and safety of our road. For over 8 years we have been asking the town to address the following three issues with our road:

1. The safety of trying to pull out of East Boylston St onto State Street.
2. The drainage problems at the bottom of the street.
3. The paving of the street.

We have been repeatedly told the city understands the concern. We have also been told there was \$60,000 in the budget to fix the road, which was a relief. Last week we again met with Jared Eigerman, our City Councilor, and learned the budget seems to have disappeared.

Last year, with the help of City Councilor Jared Eigerman, the city DPW did cut down a maple tree and removed one parking space on State Street to try and address the first issue mentioned above. Unfortunately, the safety of pulling out is still a big problem. It is an extremely blind place to pull out. A car has to creep out slowly into the on-coming traffic coming from High Street to the Rt 1 traffic circle to see beyond the parked cars. In order to get out far enough to see your car is already in danger covering half the lane directly in the line of traffic. There have been so many close calls. This is our top priority as the safety of our families, friends and anyone pulling out every day is at risk at this intersection. We are sure a traffic/transportation engineer would agree with our safety concern. This MUST be addressed immediately.

The DPW has looked at the drainage problem and it has been proposed that a storm water catch basin be installed. It may very well be fixable with the proper pitch of the street when the street is repaved taking care of two problems and save a lot of money.

As far as the paving of the street, for over 18 years the street has again become inhabited after remaining vacant for many years. Five beautiful homes have been built with a significant tax contribution to the city every year. The residents have invested heavily in street curbing, street patching, landscaping and maintaining of the city property. Every winter the pot holes re-open. The fundamental problem is the street has never been paved by the city since any of these houses have been built.

We understand the city does not have unlimited funds and has many priorities. We are willing to pitch in to potentially co-fund or pay to do some of the work directly such as removing the old street or towards the new paving, which ever makes sense, considering the prevailing wages the city has to pay vs. what we as the residence may be able to competitively get for pricing, all the while, following city street specifications inspections ... We are saying we would be willing to work with you to create a solution to save the city money and fix the road.

We would like to meet with you to find a way to get our street condition and safety fixed.

Hoping this finds you understanding, we remain,

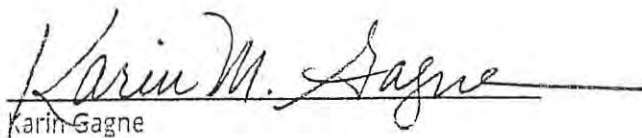
Sincerely,

SEP 17 PM 2:30  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA



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David Gagne



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Karin Gagne



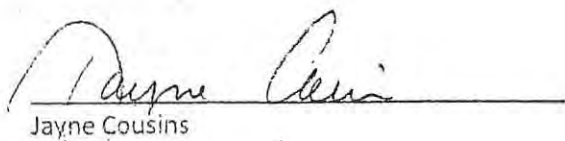
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Barbra Roche



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Jack Weston



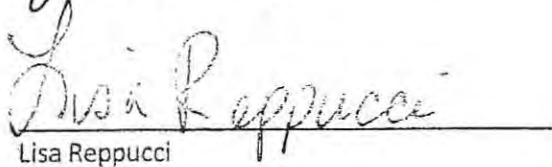
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Jayne Cousins



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John Reppucci



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Lisa Reppucci



---

Dan Wittner




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Katchen Wittner

Cc: Jared Eigerman



Sept 17, 2018

  
 CITY CLERK'S OFFICE  
 NEWBURYPORT, MA

SEP 17 2018 PM 1:58

Dear Councilors,

I writing to ask your assistance in solving an issue I have. Due the past decisions of various boards Coffin Street has become a street that dead ends with no way of turning around without using my property. Coffin Street is an accepted city street from Jefferson St to Merrimac St.

My property has been damaged by cars attempting to turn around. Most recently a section of fence was taken out at the top of my driveway. No one claimed responsibility. I can understand why folks mistake my driveway as a continuation of the city street as I was required to make it 30ft wide where the area that is supposed to be the city turnaround is 20 ft wide and appears to be part of 13 Coffin's St driveway. (See Figures 1 & 2 Photos of area)

Some in the neighborhood have questioned Coffin St being a city street. Deeds dating back to the 1800's and the first assessors map in 1926, show Coffin Street as a thru street from Jefferson St to Merrimac Street. (See Fig. 3 First Assessor's Map)

In the 1970's one resident started piling debris in the street preventing the use of the now referred to as "unfinished section" that led to Jefferson St. making it impossible to get through. (See Fig 4 Photo)

January 1996 the Planning & Development Committee put forth a list of streets that had not been previously accepted. Coffin St from Merrimac to Jefferson St was on that list. This was supposed to have resolved the question of Coffin St being a city street. Interestingly, after having prevented the completion of the street, Mr. Fraser, 29 Jefferson St, then used the street acceptance to divide 29 Jefferson St into a 3-lot ANR subdivision in Aug 1999. The planning board passed the plan on the fact that the clerk verified Coffin St was an accepted city street. (See Fig 5 1996 Subdivision Plan of 29 Jefferson St).

Over the year's letters were sent out by the Building Inspector with regards to encroachments, but never enforced. Encroachment on the street grew. (See figure 6 photos)

Mayor Clancy (2005) wrote in a letter to residents: "Our DPW vehicles had significant problems this past winter in turning around with their plows. In addition, public safety apparatus will be better equipped to move in and out of the street more quickly." Below is what the turnaround looked like at that time. (See figure 7 Slot prior to 13 Coffin St Construction)

In Oct 2013 Kellop Development purchased 13 Coffin St. (Bk 32863 pg 258). The developer appeared before the Aug 2013 Planning Bd mtg. The chair told him that the issue of whether the unfinished section of Coffin St was public or private needed to be resolved. Their attorney was given 3 months to accomplish that. A building permit was denied by the Building Inspector because the lot needed 90 ft of street frontage. Dec 2014 the developer appealed to the ZBA. The ZBA approved a plan that used the turnaround (40ft deep) for their frontage requirement and 20 ft wide— not the 30 + feet depicted on the Aug 1999 subdivision plan (shown above). Below is the plan the ZBA approved. (Figure 8 Plans for 13 Coffin St).

This is why I am asking for your help. The use of the turnaround area is often impeded since 13 Coffin St only has enough parking for their 2 vehicles. Over the last few winters it is also evident the area is not deep enough to handle the snow from the street. Since the slot is only as deep as their driveway there is no place for the DPS to put the snow. Vehicles are often parked in the slot during snow storms making it impossible for the DPW to use the area. Even when the slot is used vehicles back into my property so they can make the 90 degree turn down Coffin St. The street was originally 33 ft wide, but now is about 25 ft adding to the difficulty in being able to turn around. The portion of Coffin St that connected to Jefferson St is used by abutters as their own property (lawn- plantings, etc.).

I would greatly appreciate your help in resolving this issue of encroachments and the dead ending of Coffin St. causing my property to be used as if it were city property. Thank you in advance for your help.

Thanks

Jane Snow, 9 Coffin St

Lot is cleared



House is completed- turn around basically becomes part of their driveway. Granite curbing placed across front of slot adding to the difficulty for plowing and cutting off access to the rest of the unfinished portion of street.

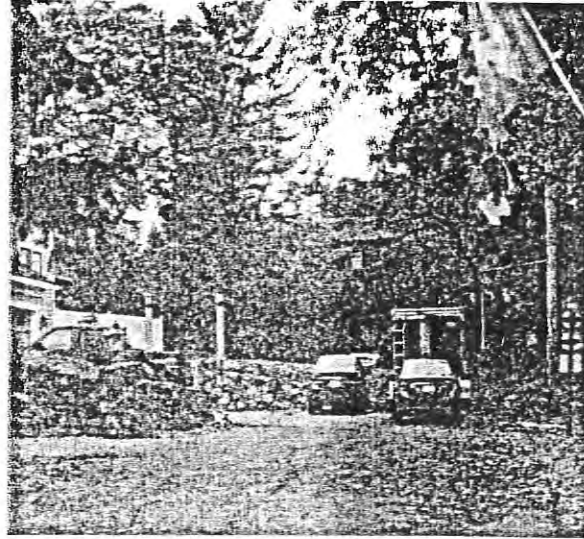


Figure 1



My driveway is a 90 degree left turn, slot is to the Right. Fire hydrant is on corner of section that goes Thru to Jefferson St

Figure 2



Arrow shows my property line. Sign on right states Private Property – NO Turning  
Fire hydrant is located on corner of section that Turns toward Jefferson St.

Figure 3



The deeds also show, the following properties rely on the now unfinished portion of Coffin St for their frontage:

- 8 Coffin St (Bk 15349 Pg. 479)
- 13 Coffin St (Bk 32863 Pg. 258)
- 27.5 Coffin St (Bk 13166 Pg. 304)
- 29 Coffin St -1999 3 lots subdivision plan Bk 7 Pg 337

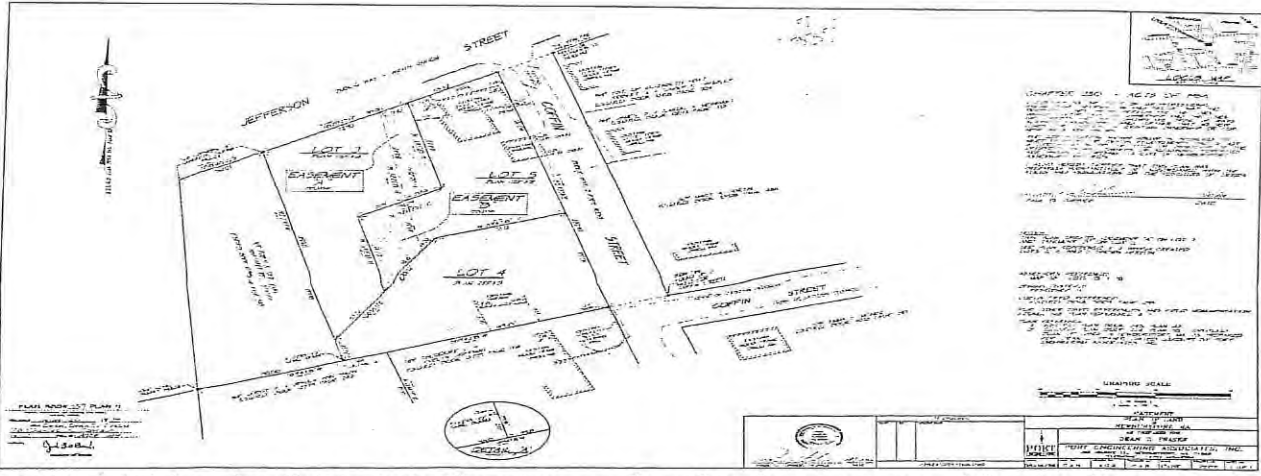
The first assessor's map hangs on the wall as you go in Assessor's office. Above just shows Coffin St

Figure 4



Debris piled so section between Coffin St and Jefferson St can't be used.

Figure 5



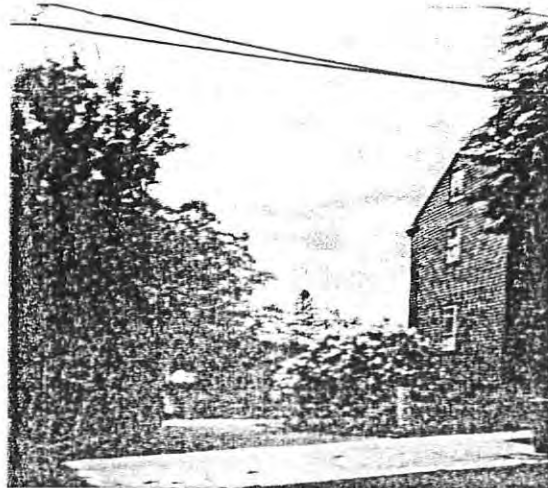
1999 Subdivision plan Bk 7 Pg 337. The minutes reflect that the acceptance of the plan did not require the construction of frontage for 13 Coffin St at that time.



Figure 6

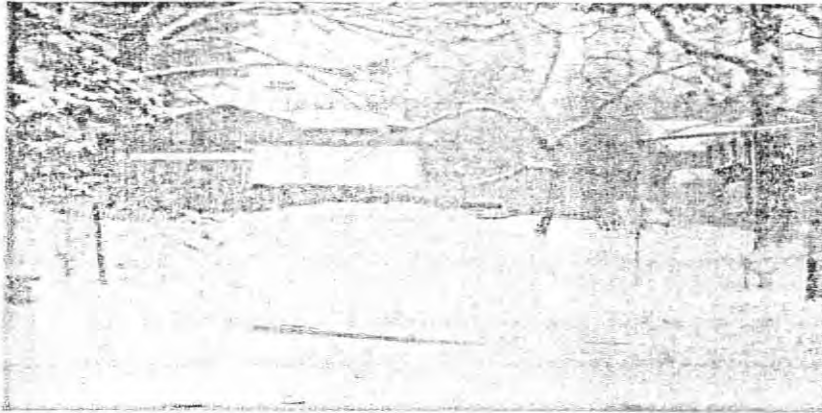


View from Jefferson St side



Current view from Jefferson St side

Figure 7



Slot before 13 Coffin St was built. The entire area for used to put snow.

Figure 8- Plans for 13 Coffin Street

