

**CITY COUNCIL MEETING AGENDA - VERSION 1**  
**CITY COUNCIL CHAMBERS**  
**MARCH 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. **PRESENTATION: COMPREHENSIVE ZONING UPDATE**  
Office of Planning & Development / Community Opportunities Group
7. **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.

8. **APPROVAL OF MINUTES**  
February 25, 2019 (Approve)
9. **TRANSFERS**
  - **TRAN040\_03\_11\_19** Health Ins \$30.5K to Fire Protect Cloth \$28K, CLK Admin \$2.5K (B&F)
10. **COMMUNICATIONS**
  - **COMM121\_03\_11\_19** Annual Audit of the City's FY2018 Financial Statements (B&F)
  - **COMM123\_03\_11\_19** Comprehensive Update to the Newburyport Zoning Ordinance (P&D)
  - **COMM124\_03\_11\_19** 2019 Chamber of Commerce Events (PS)
  - **COMM125\_03\_11\_19** 2019 Class II Vehicle License – Sunoco (L&P)
  - **COMM126\_03\_11\_19** Go Purple for Alzheimer's – 6/15/2019 (PS)
11. **APPOINTMENTS**

		<b>Re-Appointments</b>		
•	<b>APPT089_03_11_19</b>	Paul Healy	8 N St	Conservation Commission 5/1/2022
•	<b>APPT090_03_11_19</b>	Dr. Sam A. Merabi	7 Brown Sq	Board of Health 4/1/2022

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

12. **MAYOR'S UPDATE**
13. **COMMUNICATIONS**
  - **COMM120\_03\_11\_19** Central Congregational Grant Award Letter
14. **APPOINTMENTS**

**Second Reading**

- APPT082\_02\_25\_19 Christopher Kealey 8 Payson St Asst Hrbrmstr/Spec Pol Off 12/31/2022
- APPT083\_02\_25\_19 Adam Armstrong 5 Buck St Harbor Comm (Alt) 4/1/2021
- APPT084\_02\_25\_19 Walter Lesynski 364 Merrimac St Harbor Comm (Alt) 4/1/2021
- APPT085\_02\_25\_19 Charles Griffin 3 Vernon St Parks Comm (Bartlet Mall) 5/1/2022
- APPT087\_02\_25\_19 Kevin Hunt 14 10<sup>th</sup> St Veterans' Agent 4/1/2020

## 15. ORDERS

- ORDR090\_03\_11\_19 Parking Garage Rates
- ORDR091\_03\_11\_19 41C-1/2 Ballot Question
- ORDR092\_03\_11\_19 41C-1/2 Adjustments

## 16. ORDINANCES

- 

## 16. COMMITTEE ITEMS

### Budget & Finance

#### *In Committee:*

- ORDR007\_01\_29\_18 41C Amendment
- COMM107\_01\_28\_19 FY2019 Mid-Year Budget Report
- COMM112\_02\_11\_19 Memo re: Fire-Based EMS Cost/Benefit Analysis

### Education

#### *In Committee:*

- 

### General Government

#### *In Committee:*

- 

### License & Permits

#### *In Committee:*

- COMM029\_04\_30\_18 Outdoor Seating – West Row Café
- COMM104\_01\_14\_19 Seacoast Taxi - Application by Richard Hewlett for 2019

### 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
- ORDR086\_01\_28\_19 CPC FY2019 Amended Recommendation for Affordable Housing Trust Funds
- ODNC029\_01\_28\_19 Zoning Map Amendment – Storey Ave South

- **COMM115\_02\_11\_19** Conservation Restriction - 3 & 5 Collins Farm Road
- **ORDR087\_02\_11\_19** Preservation Restriction Agreement – 28-30 Pleasant Street
- **APPT086\_02\_25\_19** Ann M. Gardner      239 Water St      Planning Board      5/31/2024
- **APPT088\_02\_25\_19** Wilbur Shenk      1 Beck St      Waterfront Trust      12/1/2024

**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
- **COMM086\_09\_24\_18** Ltr from Residents of East Boylston Street
- **COMM087\_09\_24\_18** Ltr re: Coffin Street
- **ORDR084\_01\_28\_19** 15-Minute Parking - Liberty Street
- **ORDR089\_02\_11\_19** Handicapped Parking Space – Lower Custom House Way
- **COMM116\_02\_25\_19** Toward Zero Waste Newburyport Initiative *(full text available)* **(COTW)**
- **COMM117\_02\_25\_19** Flag Day 5K - 6/15/2019
- **COMM118\_02\_25\_19** Chocolate Tour, Central Congregational Church - 5/18/2019

**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
- **COMM119\_02\_25\_19** City Council Rules 2019

**17. GOOD OF THE ORDER**

**18. ADJOURNMENT**

**CONSENT AGENDA**



**CITY COUNCIL MEETING MINUTES**  
**CITY COUNCIL CHAMBERS**  
**FEBRUARY 25, 2019**

**7:30PM**

The City Council President, Barry Connell, called the meeting to order at 7:30pm, followed by the Pledge of Allegiance. The birthdays of two centenarians were remembered; Jacob Burrige, who is Lois Honegger's father and the oldest living Seabee, and Margaret Connell, Councillor Barry Connell's mother. The City Council President then instructed the City Clerk to call the roll. The following Councillors answered present: Tontar, Vogel, Zeid, Devlin, Earls, Eigerman, Giunta, Khan, OBrien, Shand, Connell. 11 present, 0 absent.

**(Sound Check)**

**1. MOMENT OF SILENCE**

**2. PLEDGE OF ALLEGIANCE**

**3. CALL TO ORDER**

**4. LATE FILE ITEMS** On Councillors' desks: memo re: Safe Routes to School, memo re: Riverfront Trail Gap Project, spreadsheet for Pay-As-You-Throw, map for Pay-As-You-Throw.

**5. PUBLIC COMMENT**

1. Art Currier	100 State St	Pay As You Throw
2. Sam Merabi	7 Brown Sq	Pay As You Throw
3. Jane Snow	9 Coffin St	Pay As You Throw
4. Brin Stevens	195 High St	Pay As You Throw
5. Michael Underwood	21 Beck St	Pay As You Throw
6. Gheet Colling	8 High St, Exeter NH	Custom House
7. Pam Ketchum	15 Washington St	Pay As You Throw
8. Lynn Schow	75 High St	Pay As You Throw

**6. PRESENTATION BY MOLLY ETTEBOROUGH**

Recycling Manager Molly Ettenborough gave a 15-minute presentation related to the Toward Zero Waste Newburyport Initiative.

**7. MAYOR'S COMMENT**

The Mayor gave an update pursuant to her written communication.

**CONSENT AGENDA**

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**8. APPROVAL OF MINUTES**

February 11, 2019

(Approve)

**9. COMMUNICATIONS**

- **COMM117\_02\_25\_19** Flag Day 5K - 6/15/2019 (PS)
- **COMM118\_02\_25\_19** Chocolate Tour, Central Congregational Church - 5/18/2019 (PS)

**10. APPOINTMENTS**

		<b>First Reading</b>		
• <b>APPT082_02_25_19</b>	Christopher Kealey	8 Payson St	Asst Hrbrmstr/Spec Pol Off	12/31/2022
• <b>APPT083_02_25_19</b>	Adam Armstrong	5 Buck St	Harbor Comm (Alt)	4/1/2021
• <b>APPT084_02_25_19</b>	Walter Lesynski	364 Merrimac St	Harbor Comm (Alt)	4/1/2021

- **APPT085\_02\_25\_19** Charles Griffin 3 Vernon St Parks Comm (Bartlet Mall) 5/1/2022
- **APPT087\_02\_25\_19** Kevin Hunt 14 10<sup>th</sup> St Veterans' Agent 4/1/2020

**To Be Referred to Committee on Planning & Development**

- **APPT086\_02\_25\_19** Ann M. Gardner 239 Water St Planning Board 5/31/2024
- **APPT088\_02\_25\_19** Wilbur Shenk 1 Beck St Waterfront Trust 12/1/2024

**END OF CONSENT AGENDA  
REGULAR AGENDA**

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

**11. MAYOR'S UPDATE**

Motion to receive and file by Councillor Tontar, seconded by Councillor Earls. So voted.

**12. COMMUNICATIONS**

- **COMM116\_02\_25\_19** Toward Zero Waste Newburyport Initiative *(full text available)*  
Councillor Eigerman removed from Consent Agenda. Motion to refer to Public Safety and Committee of the Whole by Councillor Zeid, seconded by Councillor Devlin. So voted (1 no – OBrien).
- **COMM119\_02\_25\_19** City Council Rules 2019  
Motion to Rules by Councillor Vogel, seconded by Councillor Zeid. So voted.

**13. APPOINTMENTS**

**Second Reading**

- **APPT081\_02\_11\_19** Christian Hansen 29 Hill St Library Board of Directors 02/01/2026  
Motion to approve second reading appointments by Councillor Zeid, seconded by Councillor Tontar. Roll call vote, 11 yes. Motion passed.

**14. ORDERS**

- **ORDR082\_01\_14\_19** Fire Department Fees FY2019 **(TABLED)**  
Motion to remove from table by Councillor Tontar, seconded by Councillor Khan. So voted. Motion to amend, define Commercial Tent as >2000 sq. ft., by Councillor Giunta, seconded by Councillor Tontar. Motion to amend, Outside Burning permits issued on a seasonal basis, by Councillor Giunta, seconded by Councillor Earls. Motion to approve as amended by Councillor Tontar, seconded by Councillor Khan. So voted.

**15. COMMITTEE ITEMS**

**Budget & Finance**

*In Committee:*

- **ORDR007\_01\_29\_18** 41C Amendment
- **ORDR071\_10\_29\_18** CPC FY2019 Custom House Slate Roof  
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Khan. So voted. Motion to approve by Councillor Tontar, seconded by Councillor Khan. Roll call vote, 8 yes, 3 no (Zeid, Devlin, OBrien). Motion passed.
- **COMM107\_01\_28\_19** FY2019 Mid-Year Budget Report
- **TRAN038\_02\_11\_19** Free Cash \$45K to Safe Routes to School Project \$45K  
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Khan. So voted. Motion to approve (Comm vote 3-0) by Councillor Tontar, seconded by Councillor Khan. So voted.

*\*Councillor Connell relinquished the Chair, Councillor Earls held the Chair for discussion and actions related to TRAN039\_02\_11\_19.*

- **TRAN039\_02\_11\_19** Free Cash \$40K to Rail Trail Phase II Project \$40K  
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Khan. So voted. Motion to move the question by Councillor Zeid, seconded by Councillor OBrien. Withdrawn. Motion to approve by Councillor Tontar, seconded by Councillor Khan. Roll call vote, 8 yes, 3 no (Zeid, Devlin, OBrien). Motion passed.
- **COMM112\_02\_11\_19** Memo re: Fire-Based EMS Cost/Benefit Analysis
- **ORDR088\_02\_11\_19** Multiple Trust (Stickney, Weare, Connors) Gift Acceptance  
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Khan. So voted. Motion to approve as amended, strike “and any future distributions from the Trust” from items #1 and #3, by Councillor Tontar, seconded by Councillor Khan. So voted.

## **Education**

### *In Committee:*

- Councillor Giunta announced there would be a meeting with School Committee at the Senior Center on March 4, 2019

## **General Government**

### *In Committee:*

- **COMM109\_01\_28\_19** 2019 Election Calendar  
Motion to remove from General Government by Councillor Vogel, seconded by Councillor Giunta. So voted. Motion to approve by Councillor Vogel, seconded by Councillor Tontar. So voted.

## **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.  
Motion to remove from License & Permit by Councillor Earls, seconded by Councillor Vogel. So voted. Motion to approve, contingent on confirmation of \$25K bond, by Councillor Earls, seconded by Councillor Vogel. So voted.
- **COMM104\_01\_14\_19** Seacoast Taxi - Application by Richard Hewlett for 2019
- **COMM110\_02\_11\_19** Port Taxi - Application by Harold Congdon for 2019  
Motion to remove from License & permit by Councillor Earls, seconded by Councillor Tontar. So voted. Motion to approve (Comm vote 3-0), contingent on confirmation of insurance, by Councillor Earls, seconded by Councillor Tontar. So voted.

## **Neighborhoods and City Services**

### *In Committee:*

- **ORDR048\_06\_13\_16** Sidewalk Order
- **COMM111\_10\_10\_17** Petition for Road Repairs and Repaving – Squires Glen
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## **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
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### **Public Utilities**

#### *In Committee:*

- **COMM122\_11\_27\_17** Mobilitie Application/Small Cell Utility Petition (re-file)
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### **Rules Committee**

#### *In Committee:*

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- **ORDR077\_11\_26\_18** Amendment to Council Rule 20

## **16. GOOD OF THE ORDER**

## **17. ADJOURNMENT**

Motion to adjourn by Councillor OBrien, seconded by Councillor Tontar. So voted. 10:10pm.

**TRANSFERS**





# City of Newburyport

## FY 2019

# BUDGET TRANSFER REQUEST

CITY OF NEWBURYPORT  
NEWBURYPORT, MA  
APR 11 2019 3:23

**Department:** Mayor's Office

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

**Date Submitted:** 3/11/2019

**Transfer From:**

Account Name	<u>Health Insurance</u>	YTD Bal:	<u>\$ 3,244,403.41</u>
Account Number:	<u>01914001-51700</u>	Bud Cat:	<u>\$ 3,387,033.28</u>
Amount:	<u>\$30,500.00</u>	Trans I/O:	<u>\$ (119,850.00)</u>
Why are Funds Available:	<u>A surplus is anticipated in the health insurance line item at year-end.</u>		

**Transfer To:**

Account Name	<u>Fire Protective Clothing</u>	YTD Bal:	<u>\$ (7,966.76)</u>
Account Number:	<u>01220004-54317</u>	Bud Cat:	<u>\$ 5,944.68</u>
Amount:	<u>\$28,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>See attached explanatory memo from Chief LeClaire.</u>		

**Transfer To:**

Account Name	<u>CLK Administration</u>	YTD Bal:	<u>\$ 2,470.62</u>
Account Number:	<u>01161002-54200</u>	Bud Cat:	<u>\$ 2,244.68</u>
Amount:	<u>\$2,500.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>A deficit is anticipated in this account by year-end due to additional expenses incurred, such as the MMA annual meeting and business cards.</u>		

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

Date: 3/5/19  
Date: 3/5/19

# Newburyport Fire Department

## *Office of the Fire Chief*

**To:** Mayor Donna Holaday, Council President Barry Connell, members of the City Council

**From:** Chief Christopher J. LeClaire

**Date:** March 5, 2019

**Re: Transfer for Protective Clothing Purchase**

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The fire department is requesting a transfer of **\$28,000.00** to the department's protective clothing budget line to purchase eight (8) sets of protective clothing; the pants and coat ensemble for structural firefighting worn by our firefighters to protect them from the effects of extreme thermal and hazardous materials exposure.

NFPA (National Fire Protection Association) 1851 – The Selection, Care and Maintenance of Structural Fire Fighting Protective Clothing - has imposed a 10-year service life limit based on the manufacturing date for any structural firefighting ensemble element including garments, helmets, gloves, footwear and hoods. This means that gear over ten (10) years old needs to be replaced.

Also, cancer rates among firefighters have skyrocketed across the country. This trend has placed renewed emphasis on protecting our personnel from the effects of the combustion process which includes exposure to carcinogens. The first layer of protection is the firefighter's protective clothing. It is imperative that all personnel have gear that is within that life cycle and that each member has at least two complete sets so that one set is always clean and ready for service.



*March 5, 2019*

This transfer of \$28,000, coupled with next year's budget line of \$20,000 will help the department catch up on gear purchases to insure that all members have current sets of gear and that we are in compliant with NFPA 1851.

Thank you in advance for your support of this transfer request and for your commitment to the city's firefighters and their health and well-being.

# COMMUNICATIONS



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

DONNA D. HOLADAY  
 MAYOR

ETHAN R. MANNING  
 FINANCE DIRECTOR/CITY AUDITOR

To: President and Members of the Newburyport City Council

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

Date: March 5, 2019

Subject: Annual Audit of the City's FY 2018 Financial Statements

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The certified public accounting firm of Melanson Heath has completed the annual audit of the City's FY 2018 financial statements. This audit must be performed by an independent CPA firm and is required by bond rating agencies, financial institutions, and various state and federal government entities. A copy of the audit is on file in the City Clerk's Office for your review. The City's financial statements, as well as, the Popular Annual Financial Report (PAFR) can also be found in the "Financial Reports Center" at: <https://www.cityofnewburyport.com/financials>.

For the sixth year in a row, the independent auditors issued an unqualified or "clean" opinion of the City's FY2018 financial statements. The audit was conducted in accordance with auditing standards generally accepted in the United States and standards applicable to financial audits contained in the publication, Government Auditing Standards, issued by the Comptroller General of the United States. These standards require that the audit be performed to obtain a reasonable assurance that the City's financial statements are free of material misstatements. In addition, the audit assesses the accounting principles used and significant estimates made by City management.

The audit indicates that the City's Financial Statements and Schedule of Expenditures of Federal Awards, as required by OMB Circular A-133, are presented fairly, in all material respects, and are in conformity with accounting principles generally accepted in the United States of America.

The audit also includes a management report that contains recommendations for strengthening internal controls and operating efficiency. Great progress has been made by the city in implementing the recommendations of the independent auditors. For FY2018, there are just three recommendations left for the city to address, compared to the eight recommendations that existed five years ago.

The three remaining recommendations are as follows:

1) Improve Compensated Absences Accounting

The auditors recommend that the City centralize and automate the accounting for employee compensated absences (i.e. vacation, sick time), which will increase the accuracy, efficiency, and controls over payment of compensated absences. The Human Resources Department is working on implementing this recommendation.

2) Prepare for Single Audit Changes

Due to changes in the audit requirements for federal awards, the auditors recommend that the city put in place written policies and procedures with respect to the management of federal grant funding. We are aware of the new requirements and are working to fully implement this recommendation during FY2019.

3) Improve Bank Account Reconciliations

The auditors recommend that the City research and resolve old bank account reconciling items. Over the past several years, the Finance Department has revised its processes to improve the cash reconciliation between the bank, Treasurer's cash book and general ledger. We now have a strong reconciliation process in place; however there are still old reconciling items that are being addressed. The Treasurer, along with the new Assistant Treasurer, meets regularly with the Auditor's Office on these older reconciling items and has made significant headway during FY2019 in clearing them off the bank account reconciliation.

As always, please do not hesitate to contact me with any questions.



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)

**TO: City Council  
 Planning & Development (P&D) Committee**

**FROM: Andrew R. Port, Director of Planning & Development**

**CC: Donna D. Holaday, Mayor  
 Matthew Coogan, Chief of Staff  
 Zoning Advisory Committee  
 Planning Board**

**DATE: March 5, 2019**

**RE: Comprehensive Update to the Newburyport Zoning Ordinance  
 Council Presentation/Update Scheduled for March 11, 2019**

Please accept this memorandum as a formal request to provide a brief 10-15 minute update to the City Council (*tentatively scheduled for Monday, March 11, 2019*) regarding our efforts to update the entire Newburyport Zoning Ordinance (NZO), a voluminous legal document dictating how land and structures throughout the City may be used. While this effort has been underway for several years now, in coordination with our consultant (*Community Opportunities Group*), it is an extensive and complex process requiring a significant amount of time and resources to accomplish. As many of you know, deliberations over changes to even small sections of our Zoning Ordinance can take months (*or longer*) to complete. Cross-references throughout the NZO make this an iterative process that is exponentially more difficult with an entire ordinance to draft and review, with input from multiple "stakeholders."

The primary purposes of our presentation at the March 11, 2019 meeting are to:

- A. provide the Council with an overview of our process and progress to date, as well as "next steps" and the timeline for project completion;
- B. announce the initiation of our broader public outreach (*via the website, meetings with each Ward, and meetings with key stakeholder groups*); and
- C. request Council input on forthcoming draft new chapters for the NZO, developed by COG in consultation with the Office of Planning & Development and Zoning Advisory Committee (ZAC).

After our update to the Council we will post a new project page on the City website with draft documents, related reports, and information on how to further participate and comment (*e.g. public meeting dates, online surveys, etc.*)

Thank you in advance for your time and assistance with the completion of this important project during the coming months.





38R Merrimac Street, Newburyport, MA 01950  
 O: 978-462-6680 F: 978-465-4145

[www.newburyportchamber.org](http://www.newburyportchamber.org)  
[info@newburyportchamber.org](mailto:info@newburyportchamber.org)

Wednesday, February 13, 2019

Newburyport City Council  
 60 Pleasant Street  
 Newburyport, MA 01950

Dear Council President Connell and Members of the Newburyport City Council:

The Greater Newburyport Chamber of Commerce & Industry (GNCCI) kindly requests the use of downtown streets for the following GNCCI sponsored events:

- Spring Invitation Night: Friday, May 10, 2019
- Spring into Newburyport: Sunday, May 26, 2019
- Cruisin' the 50s Car Show: Thursday, August 15, 2019 (Rain date August 22, 2019)
- Fall into Newburyport: Sundays October 6, 13, 20 and 27
- Downtown Trick or Treat: Friday, October 25, 2019
- Witches' Night Out: Friday, October 18, 2019
- Invitation Nights: Fridays, December 6, 13, and 20, 2019

The Greater Newburyport Chamber makes every effort, in conjunction with Mayor Donna Holaday, city departments, and our members, to promote the City of Newburyport and Greater Newburyport area as a unique destination for its shopping, dining, arts & culture, and natural resources. The GNCCI, through the following events, seeks to help promote the City of Newburyport by attracting visitors to the area, increasing foot traffic, and encouraging return visits.

**Spring Invitation Night:** The Friday evening prior to Mother's Day, similar to the first three Fridays in December, downtown merchants stay open late and offer merchant hospitality as well as shopping specials. Shoppers will walk along the downtown shops, restaurants, and cafes on Friday, May 10, 2019 from 6:00PM – 9:00PM. This is an event that draws both locals and visitors and markets dining and shopping in the City of Newburyport. Invitation Night events help to support the local economy and encourage return visits to Newburyport.

**Spring into Newburyport:** Previously known as the Newburyport Spring Festival which was held traditionally on the Sunday and Monday of Memorial Day Weekend, this "Spring into Newburyport" event is being re-branded. We seek permission to hold this event on only Sunday,

May 26, 2019 from 12:00PM – 6:00PM. We ask for permission to utilize the Bullnose, Inn Street, parking spaces along the western half of State Street from Market Square to Pleasant Street, and parking spaces along the southern half of Pleasant Street from State to Green Street. We ask permission for live music to be played in the Bullnose as well as the placement of booths. Parking spaces as listed above will be for Chamber members, non-profits, and crafters to have booths. This event is marketed to locals and residents within a 30-minute drive time. “Spring into Newburyport” showcases the retailers and restaurants offered in the City of Newburyport, kicks off the Summer season, and encourages return visits.

**Cruisin’ the 50s Car Show:** This 8<sup>th</sup> annual car show draws car enthusiasts from the area and region to downtown Newburyport. Visitors and locals enjoy the display of antique cars and this event has become a busy night for the city’s numerous restaurants. We seek permission to hold this event on Thursday, August 15, 2019 with a rain date of Thursday, August 22, 2019. Similarly to previous years, we request permission to close State, Pleasant, and Inn Streets from 2:00PM – 9:00PM as well as Patrick Tracy Square and the State Street Lot. Cars will arrive at approximately 3:00PM. In regards to State Street, we request closure from Market Square to the intersection of State and Harris Streets. For Pleasant Street, we request permission to close from State to Green Streets. We also ask that Harris Street be restricted to residents only in order to prevent an abundance of vehicles bypassing downtown via Green to Harris Street which becomes a safety issue as vehicles turn from Harris to State Street where a number of pedestrians are enjoying the event. We also request utilization of the Bullnose for live music. This event is free and open to the public, and it encourages both locals and visitors to spend a weeknight evening in downtown Newburyport.

**Fall into Newburyport:** Formerly known as the Fall Harvest Festival and held annually, this event is also being re-branded. Rather than occurring both Sunday and Monday of Columbus Day weekend as done previously, we instead request permission to hold this event from 12:00PM – 6:00PM on the four Sundays in October 2019: October 6, 13, 20, and 27. This event will feature booths for Chamber members, non-profits, and crafters. We seek permission to utilize the Bullnose for live music as well as the placement of booths. We also request the use of Inn Street, parking spaces along the western half of State Street from Market Square to Pleasant Street, and parking spaces along the southern half of Pleasant Street from State to Green Street. These areas will be for booths as well. Similarly to “Spring into Newburyport,” this Fall event showcases the retailers and restaurants offered in the City of Newburyport, promotes the City, and encourages repeat business.

**Witches’ Night Out:** A favorite of the Chamber’s retail committee, this annual adult-friendly event mimics an Invitation night but with a Halloween theme. The goal of this event is to stimulate downtown foot traffic and encourage spending in the City of Newburyport on Friday, October 18, 2019 from 6:00PM – 9:00PM. Attendees walk along the downtown shops, restaurants, and cafes and are encouraged to dress in Halloween attire. This event is free and open to the public.

**Downtown Trick or Treat:** This event was also created by the Chamber’s retail committee and is targeted towards the City’s youngest residents. On the Friday before Halloween, October 25, 2019, young children in costume accompanied by an adult are encouraged to visit downtown



Newburyport and the Tannery from 4:00PM – 5:00PM. Chamber members provide treats to children in costume. This event is free and open to the public.

**Invitation Nights and Holiday Décor:** Invitation Nights are traditionally held the first three Fridays of December. This year's dates are Friday, December 6, 13, and 20, 2019. Downtown merchants stay open late and offer merchant hospitality as well as shopping specials. Shoppers will walk along the downtown shops, restaurants, and cafes from 6:00PM – 9:00PM. This is an event that draws both locals and visitors and also markets dining and shopping in the City of Newburyport. Invitation Nights help promote the City, support the local economy, and encourage return visits to Newburyport. Additionally, as completed for the last several decades, we will work closely with the Department of Public Services to erect a Christmas tree in the Bullnose and decorate the lampposts for the holidays.

For downtown events, we work closely with the City, Newburyport Police & Fire Departments, Department of Public Services, and Health Department to ensure a safe time for all locals and visitors. We thoroughly enjoy showcasing the City of Newburyport and stimulating economic development throughout the entire Greater Newburyport area. There is potential for additional events in 2019, but we will surely present and seek permission before the council in the event that an additional opportunity presents itself. Thank you for your consideration and partnering with us to help promote the City of Newburyport.

Sincerely,



Elisabeth Hurley

Membership Development

Greater Newburyport Chamber of Commerce & Industry

# NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

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

NAME OF EVENT: \_\_\_\_\_

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

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

2. Location: \_\_\_\_\_

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

4. Name of Organizer: \_\_\_\_\_ City Sponsored Event: Yes \_\_\_\_\_ No \_\_\_\_\_

Contact Person

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Day of Event Contact & Phone: \_\_\_\_\_

5. Number of Attendees Expected: \_\_\_\_\_

6. MA Tax Number: \_\_\_\_\_

7. Is the Event Being Advertised? \_\_\_\_\_ Where? \_\_\_\_\_

8. What Age Group is the Event Targeted to? \_\_\_\_\_

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

**If no:**

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

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

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

# \_\_\_\_\_ Standard      # \_\_\_\_\_ ADA accessible

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

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

PARADE \_\_\_\_\_

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

WALKATHON \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

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

11. Additional Parade Information:

• Number of Floats: \_\_\_\_\_

• Locations of Viewing Stations: \_\_\_\_\_

• Are Weapons Being Carried: Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

CITY MARSHAL \_\_\_\_\_ 4 Green St.

FIRE CHIEF

*Handwritten signature and date: 2/19/19*

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:** \_\_\_\_\_

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

02/25/2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2018

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

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

<b>PRODUCER</b> Eastern Insurance Group LLC 233 West Central St Natick MA 01760		<b>CONTACT NAME:</b> Alex Campbell <b>PHONE (A/C, No, Ext):</b> 978-225-6361 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> acampbell@easterninsurance.com	
<b>INSURED</b> Greater Newburyport Chamber of Commerce Inc 38 R Merrimac Street Newburyport MA 01950		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Insurance Company INSURER B: NorGuard INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 31470	

**COVERAGES**

CERTIFICATE NUMBER: 18 GL, WC

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK1861216	8/5/2018	8/5/2019	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
								\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			GRWC980485	4/23/2018	4/23/2019	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

City of Newburyport is recognized as Additional Insured for General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of Newburyport 60 Pleasant Street Newburyport, MA 01950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Koegel/SCAMPB 

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THE COMMONWEALTH OF MASSACHUSETTS

City OF Newburyport CITY CLERK OFFICE NEWBURYPORT, MA

2019 FEB 26 AM 9:47

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? GNFD inc DBA Newburyport Sumoco

Business address of concern. No. 59 Stoney Ave Newburyport City - Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? Corporation

3. If an individual, state full name and residential address.

4. If a co-partnership, state full names and residential addresses of the persons composing it.

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

President GEORGE DAABOUL Secretary JOSEPH FARES Treasurer JOSEPH FARES

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? No

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.

Gas station / Car Repair

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? \_\_\_\_\_  
(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 For what year? \_\_\_\_\_  
(Yes or No)

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 Joseph Jones  
(Duly authorized to represent the concern herein mentioned)

Residence 30 Fletcher Rd  
WINDHAM NH 03087  
978-462-9169 / 603-365 6654

**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)



UTICA MUTUAL INSURANCE COMPANY  
 NEW HARTFORD, NEW YORK  
**EXECUTION REPORT FOR BOND**

U/W Code

CODING SOURCE 0# Acct Number:		EFFECTIVE DATE 12/19/2018
POLICY NUMBER SU4490005		EXPIRATION DATE 12/19/2019
<input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL <input type="checkbox"/> ENDORSEMENT		TRANS. EFFECTIVE DATE
INSURED		BOND AMOUNT \$25,000.00
GNFD, Inc. dba Newburyport Sunoco		TOTAL PREMIUM \$250.00
ADDRESS		CSP/POLICY TYPE
59 Storey Avenue		TRANS. 2111 POLICY CT 1 UND. 4
Newburyport MA 01950		SIC # 55211 BILL CODE 1
OBLIGEE (FULL ADDRESS REQUIRED)		LINE 2273
Commonwealth of MA, Registry of Motor Vehicles		STATE OR FOREIGN COUNTRY 20
One Copley Place		TAX TOWN (Required for AL, FL, GA, KY, LA, SC)
Boston MA 02119		PLAN 01
NATURE OF RISK Dealer Bond		PLAN WITH SURCHARGE (Required for KY)
SERIES X	COMPANY CODE 1	COMMISSION 30%
REG. OFF. 04	AGENT NO. 70135	CLASS CODE 927
AGENT		FIDELITY FORM (Col. 48)
MACDONALD & PANGIONE		SURETY TYPE OF CONTRACT (Col. 50)
ADDRESS		GROSS LIMIT 000 TREATY LIMIT
104 MAIN ST		ENDORSEMENT
NORTH ANDOVER MA 01845		
RENEWAL METHOD: <input checked="" type="checkbox"/> COLLECTION OF PREMIUM <input type="checkbox"/> CONTINUATION CERTIFICATE <input type="checkbox"/> NEW BOND		
BOND APPROVED BY:		BOND SIGNED BY: DATE
		Lauri A. Emmerich (Attorney-in-Fact) 10/04/2018
REMARKS:		

## NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

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

**NAME OF EVENT:** The Longest Day - Go Purple for Alzheimer's

Date: June 15, 2019 Time: from \_\_\_\_\_ to \_\_\_\_\_

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

2. Location: Market Square Bullnose

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

4. Name of Organizer: Charlene Bemis City Sponsored Event: Yes \_\_\_\_\_ No \_\_\_\_\_

Contact Person

Address: \_\_\_\_\_ Telephone: (617) 393-2023

E-Mail: cbemis@alz.org Cell Phone: \_\_\_\_\_

Day of Event Contact & Phone: \_\_\_\_\_

5. Number of Attendees Expected: \_\_\_\_\_

6. MA Tax Number: \_\_\_\_\_

7. Is the Event Being Advertised? \_\_\_\_\_ Where? \_\_\_\_\_

8. What Age Group is the Event Targeted to? \_\_\_\_\_

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 \_\_\_\_\_

February 19, 2019

CITY CLERK'S OFFICE  
NEWBURYPORT, MA

To: Newburyport City Council:

2019 FEB 25 AM 11: 21

Newburyport has been very responsive to our efforts on behalf of the Alzheimer's Association in the past. This year as part of The Longest Day campaign we would like to hold a Go Purple awareness gathering at the Market Square Bullnose.

What : The Longest Day - Go Purple For Alzheimer's

When: Sat. June 15, 2019

Where: Market Square Bullnose

For: Alzheimer's Association MA/NH Chapter  
309 Waverly Oaks Road, 3rd Floor  
Waltham, MA 02452

Contact: Charlene Bemis  
Development Director, Special Events & The Longest Day  
Voice: 617.393.2023 Email: [cbemis@alz.org](mailto:cbemis@alz.org)

June is Alzheimer's and Brain Awareness Month. The Longest Day is an opportunity for participants from across the world come together to fight Alzheimer's through an activity of their choice.

A preliminary outline of the event pending your approval would include:

Small pop up tent with tables for Association provided materials as well as fundraising and donation opportunities.

Banners, signs and decorations promoting Alzheimer's awareness and Alzheimer's Association resources.

Thank You

Dale Granger-Eckert  
89 Lime Street  
Newburyport, Ma 01950  
Cell: 617-650-9558  
Email: [dalesx2@comcast.net](mailto:dalesx2@comcast.net)

**APPOINTMENTS  
FIRST READING**





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

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

NEWBURYPORT, MA  
2019 FEB 21 AM 10:59

*Donna D. Holaday*

To: President and Members  
of the City Council

From: Donna D. Holaday, Mayor

Date: February 21, 2019

Subject: Re-Appointment

---

I hereby reappoint, subject to your approval, the following named individual as a member of the Conservation Commission. This term will expire on May 1, 2022.

Paul Healy  
8 N Street  
Newburyport, MA 01950





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

RECORDED  
FEB 21 11:00:59

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: February 21, 2019  
Subject: Re-Appointment

-----  
I hereby re-appoint, subject to your approval, the following named individual as a member of the Board of Health. This term will expire on April 1, 2022.

Dr. Sam A. Merabi  
7 Brown Square  
Newburyport, MA 01950

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

## COMMUNICATIONS



CITY OF NEWBURYPORT  
COMMUNITY PRESERVATION COMMITTEE

60 PLEASANT STREET • P.O. BOX 550  
NEWBURYPORT, MA 01950  
(978) 465-4400 • (978) 465-4452 (FAX)

July 20, 2017

Amantha Moore  
10 North Atkinson Street  
Newburyport, MA 01950

Re: Community Preservation Award & Grant Agreement

Dear Amantha,

Congratulations! The Community Preservation Committee (CPC) is pleased to inform you that the Newburyport City Council voted on July 10, 2017 to appropriate Community Preservation Funds (CPA Funds) to your proposed project as follows:

Project Name:	Steeple Project: Central Congregational Church, UCC
Recipient:	Central Congregational Church, United Church of Christ
Project Location:	14 Titcomb Street
Award Amount:	\$75,000
Project Description:	To perform restoration work on the steeple and exterior of the Central Congregational Church.

In order to ensure that your project is executed as successfully as your application, please pay close attention to the following instructions and funding conditions:

1. The City contact assigned to oversee your project is Kate Newhall-Smith. The contact will perform inspections and reviews of the project as necessary. All documentation and communication with the City regarding this project shall be directed to both the CPC and the City contact person as follows:

Community Preservation Committee	AND	Kate Newhall-Smith
c/o Office of Planning and Development		Office of Planning and Development
60 Pleasant Street		60 Pleasant Street
Newburyport, MA 01950		Newburyport, MA 01950
CPC@cityofnewburyport.com		KSmith@cityofnewburyport.com

2. CPA funds shall be disbursed only after completion of the approved project or project phases more fully described in your application, incorporated by reference and conditioned herein, and after:
  - Anticipated receipt of state matching funds on or about November 15, 2017. A maximum of 75% of this award may be requested prior to receipt of the state match;
  - Receipt of final funding is conditioned upon final execution and recording of a preservation restriction agreement on the exterior of the property;
  - Approval by the City contact person of a brief narrative and invoice for payment (or reimbursement) for services completed by the contractor(s) who performed the work; and
  - Verification that all applicable state purchasing and ethics regulations, local ordinances, and financial policies have been met.


**Receipt of the requested disbursement will take approximately four to six weeks following submittal of the above with the Office of Planning & Development.** Invoices can be made payable to the Recipient or directly to a vendor or contractor (please provide payee's name, address, telephone number, and taxpayer identification number on a W-9 Form).

3. The recipient shall provide the CPC with quarterly progress reports on or before each January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup> during which any of the funds remain unexpended. A Final Report, including digital photo documentation of the Project if appropriate, is due within 30 days after the Completion Date.
4. Appropriated funds shall be used within twelve months, unless a written request for an extension is received and approved by the CPC. Otherwise, unused awards or portions thereof may be reclaimed as CPA Funds. Upon project completion, excess funds, if any, shall also be returned to the CPA Fund.
5. If the CPC determines that funds have been spent on goods or services not included in the application or otherwise not authorized under the CPA, the recipient shall be responsible for repayment of such funds to the CPA Fund.
6. Any significant changes to the project as limited herein shall require CPC approval. Please contact Kate Newhall-Smith (978-465-4400) to help determine whether a particular change is significant and to schedule a meeting with the CPC if necessary.
7. To raise awareness about this important program and support for the Community Preservation Act, efforts shall be made to credit this funding in written materials and with signage at the project location stating, *"This project has been generously supported by the City of Newburyport Community Preservation Fund."*

Please sign and return the enclosed duplicate copy of this letter to acknowledge your organization's agreement with the above terms. You may contact Kate Newhall-Smith in the Planning Office at 978-465-4400 with questions related to this award and agreement, or the Newburyport Community Preservation Program more generally.

We look forward to the successful completion of your project.

Sincerely,

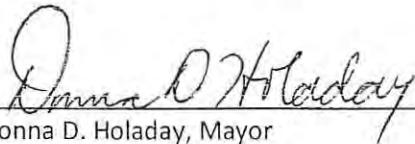


Michael Dissette  
Chair, Community Preservation Committee

*Acknowledged and Agreed*

The City of Newburyport,

Central Congregational Church, United Church of Christ,



Donna D. Holaday, Mayor

\_\_\_\_\_  
Signatory above acknowledges and affirms that he/she has the authority to execute this Agreement on behalf of Recipient



to provide a local financial match for a development project.

**PROJECT NO. 4  
RESTORATION OF CUSHING CARRIAGE HOUSE WINDOWS**

The CPC recommends the appropriation of \$14,500 from the FY 2018 Estimated Revenues to the Historical Society of Old Newbury to fully restore and preserve all ten (10) windows on the Cushing Carriage House. This property is protected by a Preservation Restriction.

The CPA category for this project is Historic Preservation.

**Project Summary**

The Historical Society of Old Newbury will work with Alison J. Hardy of Window Woman of New England to perform a comprehensive restoration of all of the windows on the carriage house. This work will include proper removal of all lead paint, removal of all glazing putty, replacement of parting stops, repair of weak joints and rot damage, installation of back stops to fully support the sashes, and repainting of the window's interior and exterior components.

**PROJECT NO. 5  
CENTRAL CONGREGATIONAL STEEPLE PROJECT**

The CPC recommends the appropriation of \$75,000 from the FY 2018 Estimated Revenues to the Central Congregational Church, United Church of Christ to perform restoration work on the steeple and exterior of the Central Church located at 14 Titcomb Street with the following condition:

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

The CPA category for this project is Historic Preservation.

**Project Summary**

The Central Congregational Church has embarked on a multi-pronged effort to renovate portions of the interior and exterior of the building. CPA funding will go toward the necessary exterior renovations, which will include work on the steeple. Specifically, funds will be used for the restoration of the face of the spire, clocks, and repair damage to the exterior roof trim of the building.

**PROJECT NO. 6  
NHS EXTERIOR WOODWORK RESTORATION PROJECT – PHASE III**

The CPC recommends the appropriation of \$125,000 from the FY 2018 Estimated Revenues to the Newburyport Public Schools for Phase III of the NHS exterior woodwork restoration project with the following condition:

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

The CPA category is Historic Preservation.

**Project Summary**

Phase III of this project will focus on the rehabilitation of the historic exterior woodwork on the 1937 portion of the building. Age and exposure to weather have caused a variety of issues with the exterior woodwork, necessitating a well-planned historic restoration guided by *The Secretary of the Interior's Standard for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.

**APPOINTMENTS  
SECOND READING**

## SECOND READING APPOINTMENTS

- APPT082\_02\_25\_19 Christopher Kealey 8 Payson St Asst Hrbrmstr/Spec Pol Off 12/31/2022
- APPT083\_02\_25\_19 Adam Armstrong 5 Buck St Harbor Comm (Alt) 4/1/2021
- APPT084\_02\_25\_19 Walter Lesynski 364 Merrimac St Harbor Comm (Alt) 4/1/2021
- APPT085\_02\_25\_19 Charles Griffin 3 Vernon St Parks Comm (Bartlet Mall) 5/1/2022
- APPT087\_02\_25\_19 Kevin Hunt 14 10<sup>th</sup> St Veterans' Agent 4/1/2020

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

# ORDERS

CITY OF NEWBURYPORT



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

ORDERED:

Amended as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

Date: March 11, 2019

**THAT** pursuant to the CITY OF NEWBURYPORT Code of Ordinances Section 13-180.1.(f)(1) and Section 13-166 the CITY COUNCIL of the CITY OF NEWBURYPORT hereby amends and approves the following schedule of parking fees and fines in the paid parking lots subject to introductory and time-limited discount incentive rates for paid parking permits pursuant to regulations promulgated by the Parking Clerk as described in Section 13-180.1.(f)(2):

*Employee Monthly Pass for the Garage* *\$60.00*

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



CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

March 11, 2019

**THAT**, the City Council of the City of Newburyport hereby approves the following question to be placed on the ballot at the election to be held on November 5, 2019:

“Shall Section 41 of Chapter 139 of the Acts of 2006 granting real estate property tax exemptions to qualifying seniors be accepted?”

---

Councillor Charles F. Tontar

CITY OF NEWBURYPORT



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IN CITY COUNCIL

**ORDERED:**

March 11, 2019

**THAT**, the property tax exemption for senior citizens under M.G.L. Chapter 59, Section 5, Clause 41C½ be accepted with adjustments to the exemption amount and eligibility factors as follows:

1. By increasing the exemption percentage to 8% (from 5%).
2. By adjusting the gross receipts limit to: (1) in a household containing the applicant and spouse, the combined gross receipts of the couple using the total income limit for a married couple filing a joint return under the state circuit breaker income tax credit, and (2) in a household containing the applicant and a person other than the applicant's spouse, to the combined gross receipts of all household members using the total income limit for a head of a household under the state circuit breaker income tax credit.

---

Councillor Charles F. Tontar



# City of Newburyport Senior Tax Relief Proposal (Clause 41C<sup>1</sup>/<sub>2</sub>)

March 11, 2019

# Newburyport Senior Tax Programs

	PROPERTY TAX RELIEF					STATE	WORK PROGRAMS	CPA
PROGRAM NAME	Surviving Spouse and Elderly Exemption Clause 17D	Exemption for the Blind Clause 37A	Property Tax Deferral Clause 41A	Elderly Exemption Clause 41C	OR Elderly Exemption Clause 41C½	Senior Circuit Breaker Income Tax Credit	Senior Property Tax Work-Off Program	Community Preservation Act
ASSISTANCE TYPE	Reduces local property tax liability for homeowner who meets qualification	Reduces local property tax liability for homeowners who are Legally Blind.	Delays property tax liability by entering into a deferral & recovery agreement with the city	Reduces local property tax liability of senior homeowner	Reduces local property tax liability of senior homeowner	Reduces state income taxes owed (or provides refund if non owed) for senior whose property taxes plus half of water/sewer charges (excluding abatements) exceed 10% of income.	Provides supplemental income to help senior pay property tax	Removes local CPA liability for homeowner who meets qualification
ELIGIBLE AGE	Surviving spouse (any age) Senior <u>70</u> & older. minor children (less than 18)	All	<u>65</u> & older	<u>65</u> & older (city can set at 65 or 70)	<u>70</u> & older (city can set at 65 or 70)	<u>65</u> by December 31	<u>60</u>	Over <u>60</u> by # in household
INCOME LIMIT	none	none	\$58,000	Single: \$35,488 Married: \$53,232 <small>(includes SS Income Deduction)</small>	Single: \$58,000 Married: \$88,000 Head of Household: \$73,000	Single: \$58,000 Married: \$88,000 Head of Household: \$73,000	\$85,556	1 Person: \$75,500 2 Persons: \$86,200 Possible medical deduction
ASSET LIMIT	\$54,985	none	A 3% annual interest & one time recording fee will be charged until paid or sold	Single: \$52,416 Married: \$72,072	none	Max. Assessed Value \$778,000 of principal residence	none	none
ASSISTANCE AMOUNT	\$241 up to \$482	\$500 up to \$1,000	some or all of the tax	\$500 up to \$1,000 (may be increased to \$1,000 to \$2,000)	\$531 up to \$1,061 (8% of avg residential value, adjustable from 5 to 20%)	\$1,100 Maximum Credit	\$1,500 maximum per fiscal year - credited at \$11.00 per hour volunteered	Total
APPLICATION PROCEDURE	Senior files application at Assessor's Office. 978-465-4403	Senior files application at Assessor's Office. 978-465-4403	Senior files application at Assessor's Office. 978-465-4403	Senior files application at Assessor's Office. 978-465-4403	Senior files application at Assessor's Office. 978-465-4403	Complete Schedule CB with your MA state income tax return.	Senior files application at Council On Aging office. 978-462-8650	Senior files application at Assessor's Office. 978-465-4403
WHEN TO FILE	January - April 1st	January - April 1st	January - April 1st	January - April 1st	January - April 1st	January 1 - April 15	Apply @ Senior Center	January - April 1st
ADDITIONAL INFORMATION	Applicants aged <u>70</u> + must have owned and occupied the property for 5 years.	Applicant must be registered with the Massachusetts Commission for the Blind as of July 1 of the tax year. 1-800-392-6450	Applicant must have resided in Mass for the preceding 10 years and owned and occupied the property for 5 years	Applicant must have resided in Mass for the preceding 10 years and owned and occupied the property for 5 years	Applicant must have resided in Mass for the preceding 10 years and owned and occupied the property for 5 years	Must be a MA resident or part-year resident; own or rent residential property in MA and occupy as primary residence; if you are a renter 25% of your annual MA rent must exceed 10% of total MA income for tax year.	Applicants are expected to be the owner of the property for which they pay taxes, and be experiencing difficulty making the property tax payments due to limited financial resources.	Applicants must own & occupy, age & income as of January 1st
OTHER				<i>If approved 41C½ would replace 41C</i>				No corps or business'

# Overview of Clause 41C½

- Establishes exemption equal to a percentage of the average residential value (5 to 20%) [\$332 to \$1,326 based on FY19 values]
- Same income limit as state's Circuit Breaker Tax Credit program
- No asset limit
- City can set age limit at 65 or 70 years of age



# Demographics

## Senior (65+) Households

Age	Own	%	Rent	%	Total	%
65-70	590	32%	348	30%	<b>938</b>	31%
70-75	530	29%	298	25%	<b>828</b>	27%
75-80	333	18%	181	15%	<b>514</b>	17%
80-85	206	11%	131	11%	<b>337</b>	11%
85-90	112	6%	106	9%	<b>218</b>	7%
90-95	63	3%	77	7%	<b>140</b>	5%
95-100	17	1%	26	2%	<b>43</b>	1%
>100	2	0%	7	1%	<b>9</b>	0%
<b>Total</b>	<b>1,853</b>	<b>100%</b>	<b>1,174</b>	<b>100%</b>	<b>3,027</b>	<b>100%</b>
%	61%		39%		100%	

# of Owner-Occupied Newburyport Senior Households

# *Demographics*

## Time in Newburyport

Move Date	Households	%
Moved in 2015 or later	75	4%
Moved in 2010 to 2014	282	15%
Moved in 2000 to 2009	400	22%
Moved in 1990 to 1999	281	15%
Moved in 1980 to 1989	257	14%
Moved in 1979 or earlier	558	30%
<b>Total</b>	<b>1,853</b>	<b>100%</b>

# *Demographics*

## Assessed Values

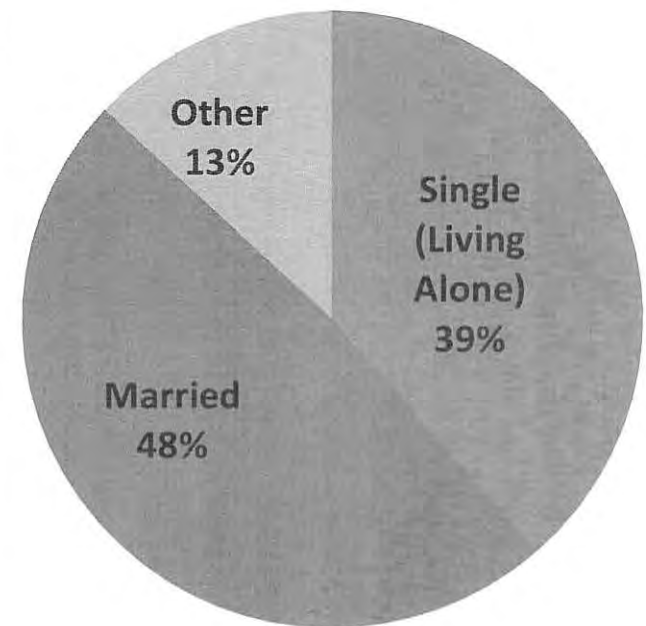
FY2019 Assessment	Households	%
<\$300,000	147	8%
\$300,000-\$400,000	415	22%
\$400,000-\$500,000	490	26%
\$500,000-\$600,000	351	19%
\$600,000-\$700,000	202	11%
\$700,000-\$778,000	84	5%
>\$778,000	164	9%
<b>Grand Total</b>	<b>1,853</b>	<b>100%</b>

Median Value = \$473,800

# Demographics

## Living Situation

Living Situation	Households	%
Married couple	895	48%
Single male w/ other family	37	2%
Single female w/ other family	132	7%
Single male w/ other nonfamily	34	2%
Single female w/other non family	40	2%
Single male (living alone)	186	10%
Single female (living alone)	529	29%
<b>Total</b>	<b>1,853</b>	<b>100%</b>



# Tax Program Usage History

	Surviving Spouse, Elderly 17D	Veterans 22	Veterans 22A	Veterans 22D	Veterans 22E	Blind 37A	Seniors 41C	CPA Low-Income*	Senior Work-Off Program	State Senior Circuit Breaker
<b># of Abatements</b>										
2008	13	64	1		17	20	66	332		342
2009	12	63	1	1	19	20	69	254		393
2010	16	58	1	1	20	19	61	228		377
2011	19	52	1	1	22	19	61	229	13	378
2012	21	55	1	1	25	17	57	200	17	358
2013	19	55	1	4	23	15	63	255	22	373
2014	18	57	1	4	22	18	57	237	34	406
2015	15	59	1	4	26	11	58	248	35	422
2016	10	61	1	4	30	11	52	239	39	433
2017	11	58	1	4	30	11	49	243	42	not avail
2018	9	57	1	15	24	11	47	234	60	not avail
2019TD*									62	
<b>Amount (\$)</b>										
2008	\$4,054	\$35,026	\$754		\$19,609	\$14,575	\$49,196	\$13,423		\$259,609
2009	\$3,761	\$37,638	\$846	\$3,074	\$22,315	\$15,509	\$54,054	\$10,918		\$314,316
2010	\$4,948	\$35,621	\$1,094	\$3,181	\$23,696	\$13,315	\$46,376	\$10,617		\$308,890
2011	\$6,880	\$33,770	\$1,380	\$3,259	\$27,834	\$15,110	\$48,863	\$10,960	\$9,750	\$316,688
2012	\$7,899	\$38,424	\$1,500	\$3,420	\$33,140	\$14,553	\$48,480	\$10,552	\$15,023	\$300,531
2013	\$6,915	\$40,333	\$1,500	\$13,360	\$32,168	\$13,292	\$52,193	\$10,396	\$21,680	\$329,094
2014	\$7,420	\$43,699	\$1,500	\$14,479	\$33,829	\$13,891	\$51,835	\$9,842	\$33,168	\$367,299
2015	\$5,676	\$43,303	\$1,500	\$13,139	\$39,396	\$10,634	\$50,068	\$11,106	\$32,006	\$393,691
2016	\$4,408	\$44,702	\$1,500	\$13,788	\$46,608	\$10,962	\$46,446	\$10,641	\$41,309	\$405,859
2017	\$4,427	\$43,001	\$1,500	\$15,264	\$48,601	\$10,500	\$44,415	\$10,881	\$43,490	not avail
2018	\$3,620	\$39,039	\$1,500	\$78,999	\$38,594	\$10,500	\$39,677	\$10,612	\$57,576	not avail
2019TD*									\$87,299	

\*Prior to FY17, this amount included partial abatements that are applied to all exemptions, as well as, any adjustments and overvaluation abatements. Therefore, only actual data for FY17 and FY18 is shown.



# Estimate of Eligible Households for Clause 41C½ Exemption

- Look at Senior Circuit Breaker Program
  - Same income limits
  - CB has asset limit (Home must be valued < \$778K)
  - CB is less restrictive on residency/ownership; renters are eligible to apply
- Look at Revere's experience
  - Adopted 41C½ in November 2017 taking effect 7/1/18 (FY19)

# Estimate Based on Circuit Breaker

Assessed Value	#
<\$778,000	433
>\$778,000	40
<b>Total</b>	<b>473</b>



Age	#
<70 years	151
>70 years	322
<b>Total</b>	<b>473</b>

Occupancy	#
Own	196
Rent	126
<b>Total</b>	<b>322</b>



Length	#
<5 years	8
>5 years	188
<b>Total</b>	<b>196</b>



Approximately 188\* taxpayers would qualify for 41C½ based on the # of C.B. tax credits issued in FY2017

\*Assumes minimum age of 70 years

# Estimate Based on Revere's Experience

- In first year, approximately 460 exemptions granted
  - Minimum age: 65 years
  - Income limit: Based on individual income rather than household

	Revere	%	Newburyport	%
Population	53,993	75%	18,060	25%
Clause 41 Exemption Cap	788	77%	232	23%
Circuit Breaker Tax Credits	861	66%	447	34%
Clause 41C Exemptions	76	62%	47	38%
Clause 41C½ Exemptions	460	62%	284	38%

Assumes same proportion as 41C

Estimate based on above factors	284
Subtract 36% to account for residents 65-70	- 90
<b><i>Newburyport Estimate</i></b>	<b>194</b>

Approximately 194\* taxpayers would qualify for 41C½ based on Revere's experience

\*Assumes minimum age of 70 years

# Possible Alternatives

- a) Do nothing – keep 41C as is at \$500
- b) Increase 41C exemption to \$750
- c) Increase 41C exemption to \$1,000
- d) Adopt 41C½ w/ 65 year minimum
- e) Adopt 41C½ w/ 70 year minimum
- f) Home Rule Petition to create a customized exemption

# Comparison of Alternatives

Alternative	(a) <i>Existing 41C</i>	(b) <i>41C, \$750</i>	(c) <i>41C, \$1000</i>	(d) <i>41C½, 8%, 65+</i>	(e) <i>41C½, 8%, 70+</i>	(f) <i>Home Rule Petition</i>
Clause	41C	41C	41C	41C½	41C½	
Exemption %	n/a	n/a	n/a	8%	8%	
Exemption	<u>\$500</u>	<u>\$750</u>	<u>\$1,000</u>	<u>\$531</u>	<u>\$531</u>	<i>Means tested senior tax exemption accepted via home rule petition ("Sudbury model")</i>
Additional Exemption <sup>†</sup>	\$1,000	\$1,500	\$2,000	\$1,061	\$1,061	
Minimum Age	<u>65</u>	<u>65</u>	<u>65</u>	<u>65</u>	<u>70</u>	
Estimated # Exemptions	53	53	53	300	200	
Avg. Est. Exemption	\$883	\$1,325	\$1,766	\$937	\$937	
Gross Cost	\$46,799	\$70,199	\$93,598	\$281,072	\$187,381	tax shift/ unknown
State Reimbursement*	\$26,500	\$26,500	\$26,500	\$150,000	\$100,000	\$0
Net Cost	\$20,299	\$43,699	\$67,098	\$131,072	\$87,381	tax shift/ unknown
Pros	Lowest budget impact	Helps those in greatest need the most; Low budget impact	Helps those in greatest need the most; Low to moderate budget impact	Helps most residents; Maximizes state reimbursement	Helps more residents than 41C; Low to moderate budget impact	Can set eligibility requirements; not funded from overlay
Cons	Helps fewer residents than 41C½; lowest exemption; low state reimbursement	Helps fewer residents than 41C½; low state reimbursement	Helps fewer residents than 41C½; low state reimbursement	High budget impact; no asset limit	Higher age requirement; no asset limit	No state reimbursement; shifts tax burden onto ineligible residents; lengthy process to establish; difficult to administer

<sup>†</sup> Additional exemption will not be granted if it will a) make your current year bill lower than last year's bill or b) reduce the taxable value of your property below 10% of the assessed value.

\* State reimbursement of \$500 per exemption up to 232 exemptions (\$116,000 maximum).



# Recommendation

- Alternative (e) - adopt 41C½ with following requirements:
  - Keep minimum age at 70 years (default)
  - Income Limit: Set limit based on household rather individual income with limits tied to Senior Circuit Breaker Program
  - Taxpayers < 70 years old currently receiving 41C exemption will continue to receive exemption under Clause 18

## ORDINANCES

**COMMITTEE ITEMS**

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

- ORDR087\_02\_11\_19 Preservation Restriction Agreement – 28-30 Pleasant Street
- COMM115\_02\_11\_19 Conservation Restriction - 3 & 5 Collins Farm Road

*pid*

CITY OF NEWBURYPORT



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.mtclawyers.com](http://www.mtclawyers.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



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**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

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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.

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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

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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

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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
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- ~~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.

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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").



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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:

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(i) are permitted by governmental statute or regulation;

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- (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

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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



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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.

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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.

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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. Benson  
By: PARISH BOARD CHAIRPERSON  
Its: ~~President~~

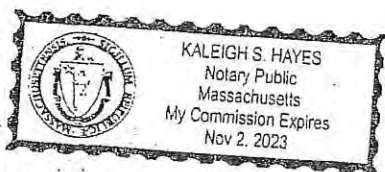
Richard E. Johnson  
By:  
Its: Treasurer


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.

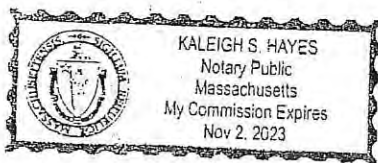


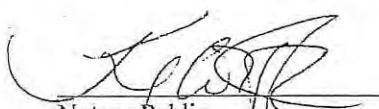
  
Notary Public  
My Commission Expires: 11/2/2023

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

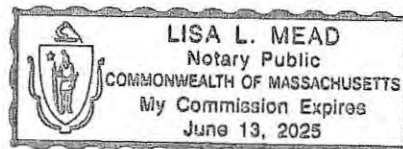
COMMONWEALTH OF MASSACHUSETTS

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.

Lisa L. Mead  
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: \_\_\_\_\_

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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**;



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LYNCH, DESIMONE & NYLEN, LLP  
ATTORNEYS AT LAW

10 POST OFFICE SQUARE, SUITE 970N  
BOSTON, MASSACHUSETTS 02109

Telephone: (617) 348-4500

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

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January 22, 2019

2 | Page

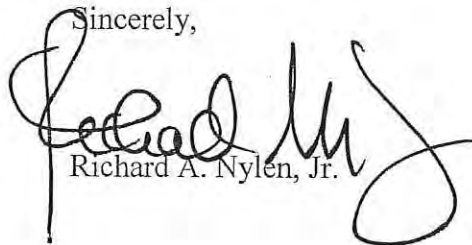
months with the Division of Conservation Services within EOEEA and the Newburyport Conservation Commission. The Conservation Commission agreed to act as the Grantee holding the restriction and the grantor/owner will make a payment of \$1500 per year into a fund to provide the Commission with monies for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



Richard A. Nysten, Jr.

RAN/kad  
Enclosure

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

H:\Fairweather\Letter to Newburyport City Council 1-22-19.docx

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**ORIGINAL**  
**For Signature**

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**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.

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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.

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## 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.

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- 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;

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- (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;
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- (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.**

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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

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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

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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



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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:

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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.

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## **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

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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

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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.

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**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.

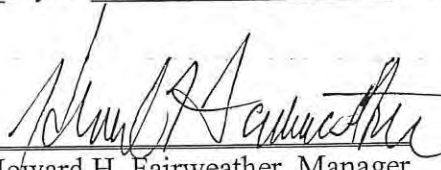
Exhibits:

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



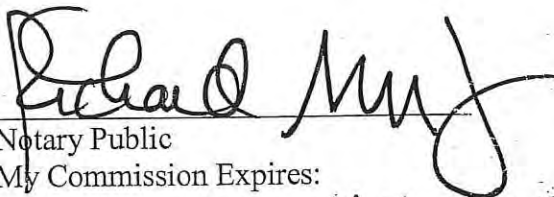
Howard H. Fairweather, Manager  
Japonica, LLC

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

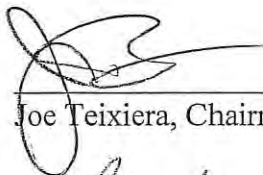
My Commission Expires:

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

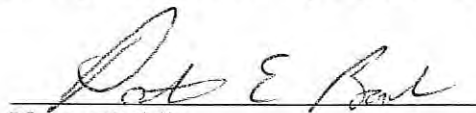
  
\_\_\_\_\_  
David Vine, Member

\_\_\_\_\_  
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 hundredths (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 hundredths (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 hundredths (76.00') feet along the property of Patricia Chase to a point, thence

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

N58°-03'-09"W a distance of sixty-two and no hundredths (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 hundredths (97.68') feet along property of Japonica, LLC to a point, thence

S83°-15'-52"W a distance of fifty-five and sixty hundredths (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 hundredths (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.

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**EXHIBIT B**

**Conservation Restriction Plan**

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**EAGLEBROOK**  
 ENGINEERING  
 & SURVEY, LLC  
 40 MARLBOROUGH STREET, SUITE 300  
 DANVERS, MASS 01923  
 TEL: (978) 757-0084

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

DATE:	NOVEMBER 26, 2018
REVISIONS:	
NO.	
DESCRIPTION:	
DATE:	

DRAWN BY: MJJ  
 CHECKED BY: KCE  
 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 THIS PLAN WAS PREPARED IN CONFORMANCE WITH THE REQUIREMENTS OF THE RECORDS OF DEEDS.

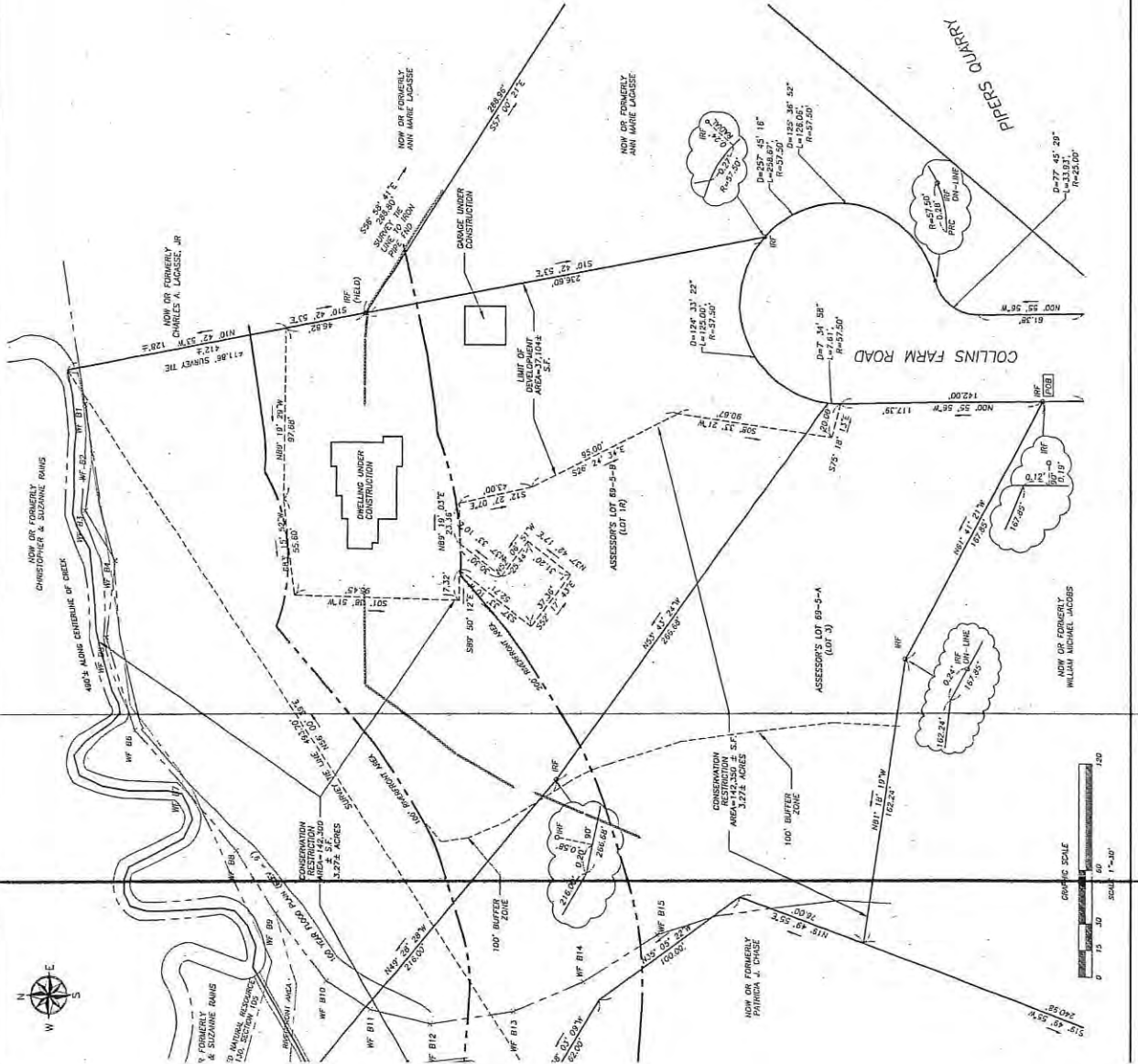
- NOTES:
- THIS PLAN HAS BEEN PREPARED TO ACCOMPANY A CONSERVATION RESTRICTION TO BE PLACED ON A PORTION OF LOT 3 AND LOT 14. THE LIMIT OF DEVELOPMENT IS APPROXIMATELY 37,104.4 SQUARE FEET, SQUARE FEET OR 847.4 ACRES.
  - THE PROPERTY IS LOCATED IN THE R1 SINGLE FAMILY ZONING DISTRICT. THE RECORD OWNER OF THE PROPERTY IS JAPONICA LLC. THE PROPERTY IS SHOWN WITH AN APPROXIMATELY 33,000 SQ. FT. LOT. JAPONICA LLC OWNS BOTH LOTS 3 AND LOT 14.

- REFERENCES:
- DEED BOOK 35908, PAGE 601
  - DEED BOOK 35908, PAGE 602
  - DEED BOOK 35908, PAGE 603
  - DEED BOOK 35908, PAGE 604
  - DEED BOOK 35908, PAGE 605
  - DEED BOOK 35908, PAGE 606
  - DEED BOOK 35908, PAGE 607
  - DEED BOOK 35908, PAGE 608
  - DEED BOOK 35908, PAGE 609
  - DEED BOOK 35908, PAGE 610

- LEGEND:
- RF IRON ROD FOUND
  - PCB POINT OF BEGINNING

I DECLARE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THE HYPOTHETICAL LINES SHOWN ON THIS PLAN AND ANY OTHER LINES SHOWN ON THIS PLAN OR ANY OTHER PLAN OR MAPS SHOWN ON THIS PLAN OR ANY OTHER PLAN OR MAPS ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN OR ANY OTHER PLAN OR MAPS. THE INFORMATION SHOWN ON THIS PLAN OR ANY OTHER PLAN OR MAPS IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN OR ANY OTHER PLAN OR MAPS.

FOR EAGLEBROOK ENGINEERING & SURVEY, LLC DATE



# **Committee Items-Public Safety**

## **March 11, 2019**

- COMM086\_09 24\_18 Ltr from Residents of East Boylston Street
- ORDR084\_01\_28\_19 15-Minute Parking - Liberty Street
- ORDR089 02\_1 1\_19 Handicapped Parking Space-Lower Custom House Way
- COMM117\_02\_25\_19 Flag Day 5K- 6/15/2019
- COMM118\_02\_25\_19 Chocolate Tour, Central Congregational Church-

p5

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.

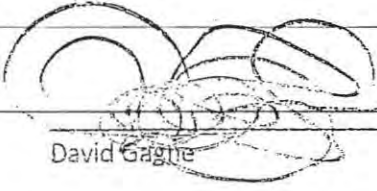
We would like to meet with you to find a way to get our street condition and safety fixed.

Hoping this finds you understanding, we remain,

Sincerely,

SEP 17 PM 2:30  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

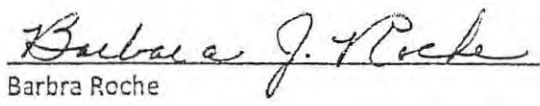





David Gagne



Karin Gagne



Barbra Roche



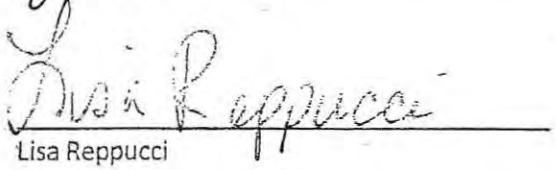
Jack Weston



Jayne Cousins



John Reppucci



Lisa Reppucci



Dan Wittner



Katchen Wittner

Cc: Jared Eigerman

PS / JCT

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Amended as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

Date: January 28, 2019

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 13-176.2	Fifteen minutes

**Amend existing Section as follows, with deletions ~~double-stricken-through~~, and additions double-underlined:**

No person shall park a vehicle for longer than fifteen (15) minutes in the following described streets or parts thereof:

<u>Street</u>	<u>Extent</u>
Liberty	<u>Two spaces on the south side beginning from State Street running in an easterly direction</u>
	<u>One space on the north side located west of the entrance to the Daily News parking lot</u>

Councillor Jared J. Eigerman

ps

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

February 11, 2019

AN ORDER TO ADD A NEW HANDICAPPED PARKING SPACE PURUSANT TO SECTION 166 (AMENDMENT, ADDITION 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:

<p><u>Lower Custom House Way</u></p> <p><u>One (1) space on Lower Custom House Way at the northerly end proximate to Water Street.</u></p>
--

Councillor Jared J. Eigerman

**NEWBURYPORT SPECIAL EVENT APPLICATION**

Tel.

Fax.

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

**NAME OF EVENT:** Flag Day 5K

Date: Sat. June 15 Time: from 3 PM to 8 PM  
 Rain Date: N/A Time: from \_\_\_\_\_ to \_\_\_\_\_

2. Location: Cashman Park

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

4. Name of Organizer: 1st Lt. Derek Hines Fund Sponsored Event: Yes \_\_\_\_\_ No   
 Contact Person Steven Hines  
 Address: 54 Ferry Rd Telephone: 617 799-6980  
 E-Mail: hin57@comcast.net Cell Phone: \_\_\_\_\_  
 Day of Event Contact & Phone: Steve Hines 617 799-6980

5. Number of Attendees Expected: 2000

6. MA Tax Number: #26-0752782

7. Is the Event Being Advertised? Yes Where? Social Media

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 2

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

C. Games /Rides: Adult Rides \_\_\_\_\_ Kiddie Rides \_\_\_\_\_ Games \_\_\_\_\_ Raffle \_\_\_\_\_  
 Other \_\_\_\_\_ Total # \_\_\_\_\_  
 Name of Carnival Operator: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

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

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

**If yes:**

- a) How many trash receptacles will you be providing? 10
- b) How many recycling receptacles will you be providing? 10
- c) Will you be contracting for disposal of : Trash Yes  No  Recycling Yes  No
- i. If yes, size of dumpster(s): Trash  Recycling
- ii. Name of disposal company: Trash Mello Recycling \_\_\_\_\_
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes \_\_\_\_\_ No \_\_\_\_\_
- iv. If no, where will the trash & recycling be disposed ? \_\_\_\_\_

**If no:**

- a) # of trash container(s) to be provided by DPS \_\_\_\_\_
- b) # of recycling container(s) to be provided by Recycling Office \_\_\_\_\_
- 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)**

# 18 Standard # 2 ADA accessible

Name of company providing the portable toilets: Wilkinson



FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

RECEIVED  
CITY CLEAN'S OFFICE  
2019 FEB 11 PM 2:09

PARADE \_\_\_\_\_

ROAD RACE

WALKATHON \_\_\_\_\_

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

1st Lt. Derek Hines Soldiers Fund

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

Steven Hines  
Cell 617 799-6980 54 Ferry Rd  
Newburyport, MA

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

Same

4. Date of Event: Sat. June 15 Expected Number of Participants: 2000

5. Start Time: 4 PM Expected End Time: 8 PM

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

Cashman Park to Merrimac, up Jefferson  
down High St. to Kent, Washington to  
Rail Trail back to Cashman

7. Locations of Water Stops (if any): Top of Jefferson + Washington

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

9. Formation Location & Time for Participants: Cashman Park 4 PM

10. Dismissal Location & Time for Participants: Cashman

11. Additional Parade Information:

- Number of Floats: \_\_\_\_\_
- Locations of Viewing Stations: \_\_\_\_\_
- Are Weapons Being Carried: Yes \_\_\_\_\_ No \_\_\_\_\_
- Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_\_\_ No \_\_\_\_\_

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

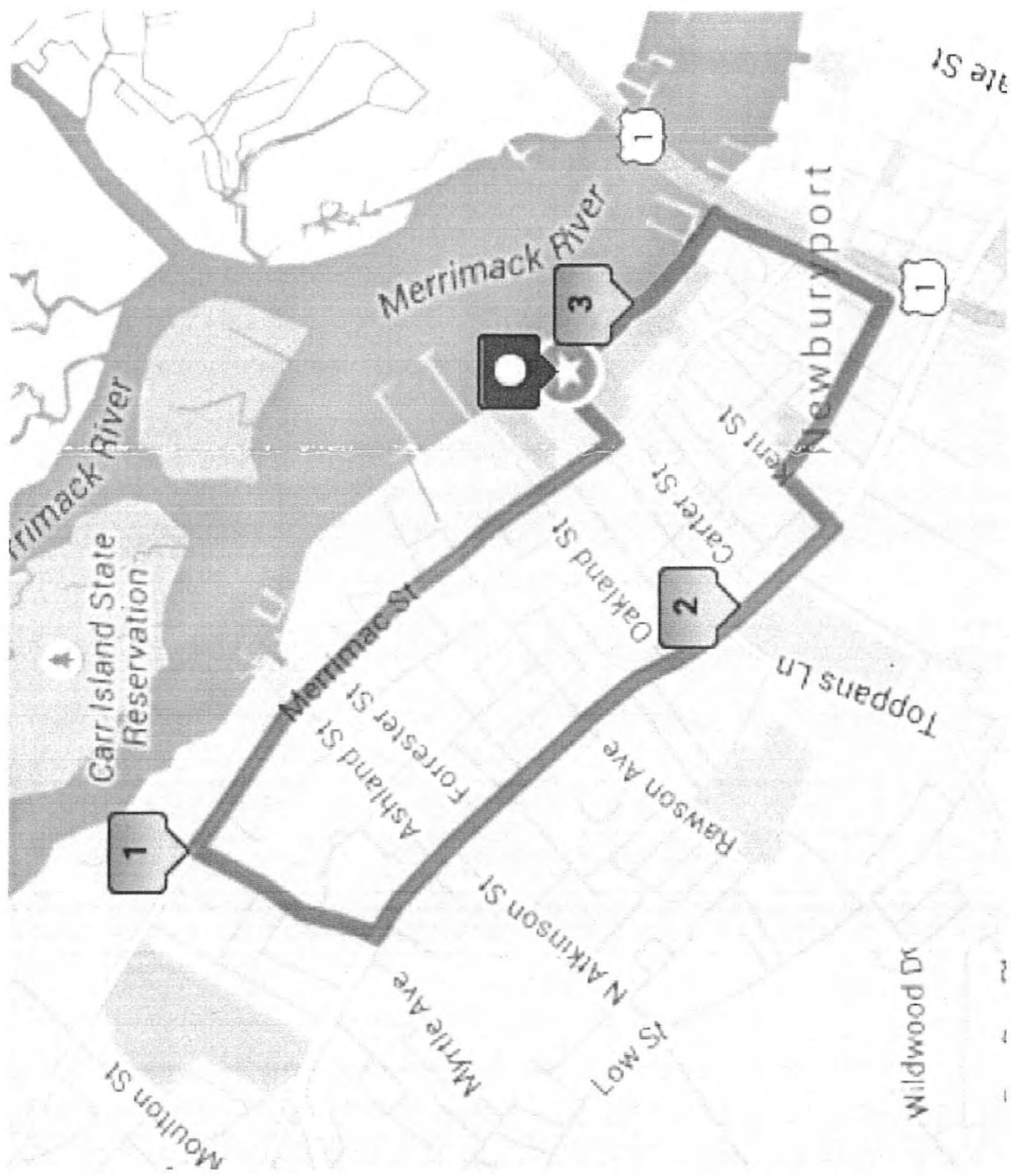
CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 0 Greenleaf St.  
 DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.

## DEPARTMENT APPROVAL (for Committee Member use only):

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

Approval Required	Date: _____	Signature _____
___	1. Special Events:	_____
___	2. Police:	_____
	Is Police Detail Required:	_____ # of Details Assigned: _____
___	3. Traffic, Parking & Transportation:	_____
___	4. ISD/Health:	_____
___	5. Recycling:	_____
___	6. ISD/Building:	_____
___	7. Electrical:	_____
___	8. Fire:	_____
	Is Fire Detail Required:	_____ # of Details Assigned: _____
___	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	Yes: \$ _____ due on _____	No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
___	10. Recreation Department:	_____
___	11. License Commission	_____

**The departments listed above have their own application process.**  
**Applicants are responsible for applying for and obtaining all required**  
**permits & certificates from the various individual departments**





**Applicant Information**

Name of organization 1st Lt Derek Hines Soldiers Fund  
Contact name Steven Hines  
Address 54 Ferry Rd.  
City Newburyport  
State MA Zip 01950  
Phone 617 799-6980 Fax \_\_\_\_\_  
Email h1n57@comcast.net

**Scheduling Information**

Date of Application 2/11/19

**We request use of:**

- |  |   |
|--|---|
| <input type="checkbox"/> Atkinson Common   | <input type="checkbox"/> Inn Street   |
| <input type="checkbox"/> Atwood Park   | <input type="checkbox"/> Jason Sawyer Playground  |
| <input type="checkbox"/> Garrison Gardens  | <input type="checkbox"/> Joppa Park   |
| <input type="checkbox"/> Bartlet Mall  | <input type="checkbox"/> March's Hill   |
| <input type="checkbox"/> Brown Square  | <input type="checkbox"/> Market Square/Bullnose   |
| <input checked="" type="checkbox"/> Cashman Park   | <input type="checkbox"/> Moseley Woods Pavilion   |
| <input type="checkbox"/> Basketball <input type="checkbox"/> Tennis <input type="checkbox"/> Ball field <input checked="" type="checkbox"/> Soccer | <input type="checkbox"/> Moulton Square   |
| <input type="checkbox"/> Cherry Hill Athletic Fields   | <input type="checkbox"/> Newburyport Skate Park   |
| <input type="checkbox"/> Clipper City Rail Trail   | <input type="checkbox"/> Patrick Tracy Square   |
| <input type="checkbox"/> Cornelius Doyle Triangle  | <input type="checkbox"/> Perkins Park   |
| <input type="checkbox"/> Cushing Park  | <input type="checkbox"/> Basketball <input type="checkbox"/> Tennis <input type="checkbox"/> Ball field |
|  | <input type="checkbox"/> Woodman Park   |
|  | <input type="checkbox"/> Other _____  |

Dates/days requested Saturday June 15

Time slot requested 3-8 PM  
(1/2 hour blocks)

Activity Race Walk Number of attendees 2000

Authorized Applicant Signature Sto Hines

FOR INTERNAL USE ONLY

Approval is contingent upon approval from the following authorities:

- Health Department
- Fire Department
- Police Department
- Licensing Commission
- City Council
- Harbormaster
- No further approvals needed

ADDITIONAL COMMENTS:

Submit completed form to  
Newburyport Parks  
Newburyport City Hall  
60 Pleasant Street  
Newburyport, MA 01950  
parks@cityofnewburyport.com  
978-465-4462

For Parks Commission Use	
Date reviewed	<u>2-11-19</u>
Approved	<input checked="" type="checkbox"/>
Rejected	<input type="checkbox"/>
Comments	<u>[Signature]</u>
Donation received	_____





## City of Newburyport

# City Parks Use Rules and Regulations

### Sec. 11-5. — Rules and regulations for all Public Parks and Playgrounds.

- (a) All other city ordinances applying to public areas also apply to the public parks and playgrounds listed in section 11-2, including but not limited to the following:
- (1) Dogs shall be leashed and animal waste cleaned up and disposed of pursuant to chapter 3 of the code of ordinances; provided, however, that pursuant to such chapter 3 dogs are permitted off leash certain locations, as set forth therein. Both the city marshal and the health director, and their designees, including, without limitation, the animal control officer, are expressly authorized to enforce these rules by issuing citations for civil infractions pursuant to section 21D of chapter 40 of the Massachusetts General Laws.
  - (2) No littering is permitted.
  - (3) No vandalism, damage or defacement or other acts of willful destruction of public property is permitted.
  - (4) Loud noise, music, and other sounds are prohibited from 10:00 p.m. to 7:00 a.m. pursuant to chapter 8 of the code of ordinances.
  - (5) No snowmobiles, motorcycles, motorbikes or other motorized vehicles, with the exception of wheelchairs, are permitted outside of designated driveways or parking lots, unless specifically authorized by City Council vote.
  - (6) No smoking pursuant to chapter 8 of the code of ordinances.
  - (7) For other activities regulated by city ordinances, additional authorization may be required from the city officer or department designated under this code of ordinances.
  - (8) No activities are permitted that would potentially endanger members of the public.
- (b) No activities are permitted that would disturb the quiet use and enjoyment of the city's public parks and playgrounds, without prior written authorization from the Parks Commission.
- (c) No commercial activities, including, without limitation, soliciting, are permitted without prior written authorization from the Parks Commission.
- (d) No commercial activities of any nature are permitted on any portion of the Bartlet Mall unless for specific, nonprofit events that benefit the Newburyport community, unless it is approved in advance by a majority vote of the City Council.
- (e) No vehicular parking is permitted in areas other than designated parking lots, in accordance with posted signs. No unauthorized vehicles are allowed in areas other than designated driveways and parking lots.
- (f) No alcoholic beverages are permitted without prior written authorization from the Parks Commission.
- (g) Horses are not allowed except as expressly authorized by rules and regulations promulgated under this chapter 11, and with prior written authorization from the Parks Commission.
- (h) No dogs are permitted on athletic fields, tennis courts, in fountains, or in other restricted park areas.
- (i) No bicycling, rollerblading, snowboarding, or skateboarding is permitted on play equipment or site furnishings, including, without limitation, benches, curbs, walls, statuary, handrails, fountains, ponds, tennis courts, playing fields, etc. Within those public parks and playgrounds, as indicated by signage approved by the Parks Commission, bicycling, rollerblading, and skateboarding are prohibited entirely.
- (j) Trash receptacles in public parks and playgrounds are intended for the collection of refuse related to public use of such facilities, and the disposal of other items in park trash receptacles is not permitted. Dumping of private yard waste is not permitted.
- (k) No unauthorized posting of bills, signs, or any other materials is permitted.
- (l) No fires are permitted except in specific locations expressly authorized by rules and regulations promulgated under this chapter 11, or with prior written authorization from the Parks Commission.
- (m) No fireworks are permitted without prior written authorization from the fire chief.
- (n) No firearms are permitted.
- (o) No camping is permitted, unless specifically authorized by Parks Commission vote.
- (p) No unauthorized change of any sort to the property, vegetation, equipment, or structures in is permitted, including, without limitation, trimming, pruning, removal or harming of plantings.
- (q) No use of water or electrical receptacles is permitted, with the specific exception of public drinking fountains, and as authorized under an individual license or permit issued by the Parks Commission.
- (r) Athletic field lighting shall be turned off by 9:30 p.m.
- (s) Fines for violation of any rules and regulations promulgated under this chapter 11 shall be established by ordinance of the City Council.
- (u) The Parks Commission shall be the permitting authority for all of the city's public parks and playgrounds, and applications for activities therein shall be made to such commission. Solely for routine applications, the Parks Commission may delegate its authority to process such applications to the Parks Director, by promulgating a rule pursuant to section 11-6;
- (v) For Market Landing Park and other Newburyport Waterfront Trust property, the Newburyport Waterfront Trust shall be the permitting agency, and applications for activities therein shall be made to the Newburyport Waterfront Trust.
- (w) Permit applications for activities at parks and playgrounds, made pursuant to the rules and regulations of this chapter 11, shall be processed in the order of their receipt. The Parks Commission, or the Parks Director as its designee pursuant to subsection (u), shall determine whether to grant or deny an application within thirty (30) days of receipt of determining that such application is complete, in all respects, unless the applicant provides written consent to extend such period for a set period,
- (x) A granted application for authorization made pursuant to the rules and regulations of this chapter 11 may permit the applicant a revocable license with a duration of no more than thirty (30) days to use designated areas of the relevant public park or playground. All other rights of use to any public park or playground, whether by revocable license, lease, or otherwise, shall be invalid unless approved by the City Council pursuant to all applicable laws. Notwithstanding the foregoing, the Newburyport Waterfront Trust may grant rights of use at Market Landing Park, and other property held by it in public trust, pursuant to its declaration of trust, as amended.
- (y) All fees for use of any public park or playground, regardless of type or duration, shall be established by ordinance of the City Council, in consultation with the Parks Commission. Notwithstanding the foregoing, the Newburyport Waterfront Trust may grant rights of use at Market Landing Park, and other property held by it in public trust, pursuant to its declaration of trust, as amended.
- (z) Denial of an application for authorization shall be in writing, and shall set forth clearly the grounds upon which the permit was denied. Where feasible, the Parks Commission, or the Parks Director as its designee pursuant to subsection (u), shall suggest in such written denial those measures by which the applicant may cure any defects in its permit application, or otherwise procure a permit in a subsequent application.
- (aa) An application for authorization may be denied on any of the following grounds:
- (1) The application (including any required attachments and submissions) is not fully completed and executed;
  - (2) The application contains a material falsehood or misrepresentation;
  - (3) The applicant is legally incompetent to contract, or to sue and be sued;
  - (4) The applicant has on a prior occasion damaged public park or playground property, and has not paid full compensation for such damage, or has other outstanding and unpaid debts to the relevant authorizing agency;
  - (5) A fully completed and executed application for an activity at the same time and place has been received, and authorization has been or will be granted to such prior applicant authorizing uses or activities that do not reasonably permit multiple occupancy of the particular public park or playground, or part thereof;
  - (6) The use or activity intended by the applicant would conflict with a program or activity previously planned by the parks department, or by another city department or city official, for the same time and place; or
  - (7) The proposed use or activity is prohibited by or inconsistent with any rules and regulations of this chapter 11, or with the classifications and uses of the relevant



ps

### NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. 978 729-2263

Fax. 978 462-5647

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

NAME OF EVENT: NEWBURYPORT CHOCOLATE TOUR

Date: 5-18-19 Time: from 9 A.M to 5 PM

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

2. Location: DOWNTOWN NEWBURYPORT

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

4. Name of Organizer: CENTRAL CONGREGATIONAL CHURCH City Sponsored Event: Yes \_\_\_\_\_ No X

Contact Person DIME HAWKINS  
Address: CLARK 15 TITCOMB ST. NEWBURYPORT Telephone: 978 729-2263

E-Mail: CLACKK@COMCONST.NET Cell Phone: \_\_\_\_\_

Day of Event Contact & Phone: 5-18-19 978 729-2263

5. Number of Attendees Expected: 400 WALKING THRU TOWN

6. MA Tax Number: Ø

7. Is the Event Being Advertised? YES Where? CHAMBER, MAGS, NEWSPAPERS,

8. What Age Group is the Event Targeted to? CHILDREN & ADULTS RADIO

9. Have You Notified Neighborhood Groups or Abutters? Yes \_\_\_\_\_ No N/A Who? \_\_\_\_\_

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

N/A  
N/A

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 # \_\_\_\_\_

N/A

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 X

**If yes:**

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

**If no:**

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

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

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

# \_\_\_\_\_ Standard      # \_\_\_\_\_ ADA accessible

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

N/A

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

PARADE \_\_\_\_\_

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

WALKATHON \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

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

11. Additional Parade Information:

• Number of Floats: \_\_\_\_\_

• Locations of Viewing Stations: \_\_\_\_\_

• Are Weapons Being Carried: Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

CITY MARSHAL \_\_\_\_\_ 4 Green St. FIRE CHIEF \_\_\_\_\_ 0 Greenleaf St.

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

## DEPARTMENT APPROVAL (for Committee Member use only):

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

<i>Approval Required</i>	Date: _____	Signature _____
___	1. Special Events: _____	
___	2. Police: _____	
	Is Police Detail Required: _____	# of Details Assigned: _____
___	3. Traffic, Parking & Transportation: _____	
___	4. ISD/Health: _____	
___	5. Recycling: _____	
___	6. ISD/Building: _____	
___	7. Electrical: _____	
___	8. Fire: _____	
	Is Fire Detail Required: _____	# of Details Assigned: _____
___	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	Yes: \$ _____ due on _____	No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
___	10. Recreation Department: _____	
___	11. License Commission _____	

**The departments listed above have their own application process.**  
**Applicants are responsible for applying for and obtaining all required**  
**permits & certificates from the various individual departments**

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

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

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

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbormasters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,



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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

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

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

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

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

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

*Diane A. Clark*

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

*2/6/19*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/15/2019

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).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. fka Willis of Ohio, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378      FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> PO25800-Central Congregational Church PO Box 372 Newburyport, MA 01950	<b>INSURER A:</b> Lexington Insurance Company      19437	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W10129621      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			011971558 & 048409888	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
		<input type="checkbox"/> CLAIMS-MADE					\$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: 16th Annual Newburyport Chocolate Tour - 5/18/19 from Noon to 6pm

Please contact your Insurance Board Agent, (James Stewart) at (413) 788-4531, for questions regarding your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8830

<b>CERTIFICATE HOLDER</b>  City of Newburyport Attn: City Hall 60 Pleasant St 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  