

CITY COUNCIL MEETING AGENDA - VERSION 1

CITY COUNCIL CHAMBERS

APRIL 8, 2019

7:30PM

(Sound Check)

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

CONSENT AGENDA

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

7. APPROVAL OF MINUTES

- March 25, 2019 (Approve)

8. TRANSFERS

- TRAN045_04_08_19 Pd Prk Fund \$99.5K to Prk Clk/Admin \$5K, Prk PT Enforcement Officers \$64K, Prk Supplies \$2.5K, Prk Ticket/Permit Exp \$28K (B&F)
- TRAN046_04_08_19 Health Insurance \$2,160 to LCM Clerical \$2,160 (B&F)
- TRAN047_04_08_19 Gen Fund - Free Cash \$6K to Spec Needs Parks Equip \$6K (B&F)
- TRAN048_04_08_19 Mult Accts \$1,668,067.29 to Mult Accts \$1,668,067.29 (B&F)

9. COMMUNICATIONS

- COMM136_04_08_19 Yankee Homecoming 2019 - 7/26-8/4 (PS)
- COMM137_04_08_19 IPA 5K - 5/19/2019, 7/14/2019, 9/8/2019 (PS)
- COMM138_04_08_19 Newburyport Lions Club YHC Road Race - 7/30/2019 (PS)
- COMM139_04_08_19 Communication from Kopelman & Paige re: Closed Legal Matters (GG)
- COMM140_04_08_19 Sip, Shop, SupPORT - 5/10/2019 (PS)
- COMM141_04_08_19 Dr. Sam A. Merabi Resume *as requested* (PS)

10. APPOINTMENTS

First Reading

- APPT092_04_08_19 Ron Ziemba 58 Lime St, #1 Comm Pres Act Comm (rep. Hist Comm) 4/1/2022

Refer to License & Permit

- APPT093_04_08_19 Bruce Bergwall 32B Bromfield St License Comm 5/1/2025

Re-Appointments

- APPT094_04_08_19 Donald F. Little 6 Cottage Ct Comm Pres Act Comm 5/1/2022
- APPT095_04_08_19 Brian Greenberg 29 Lafayette St Disabilities Comm 3/1/2022

ALL ITEMS NOTED BELOW ARE REMOVED FROM THEIR RESPECTIVE COMMITTEES WITH THE MOTION TO APPROVE THE CONSENT AGENDA:

Committee Items - Budget & Finance

- TRAN042_03_25_19 – Health Ins \$28.5K to PRK PT/Seasonal Labor \$28.5K.
- TRAN043_03_25_19 – Free Cash \$28K to CIP Slope Mower Purchase \$28K.
- TRAN044_03_25_19 – CIP Reserv Terr Wall Constr \$22.5K to CIP PI Beach Dune \$22.5K.
- ORDR093_03_25_19 – Gift of Artwork from Scott Signore.
- ORDR090_03_11_19 – Parking Garage Rates.
- COMM135_03_25_19 – Ltr from Chamber of Commerce re: Parking Permits in Garage

Committee Items - Public Safety

- ORDR031_04_30_18 No Parking Titcomb from Pleasant to Merrimac
- ORDR032_04_30_18 No Parking Merrimac St from Titcomb St Running Westerly
- COMM126_03_11_19 Go Purple for Alzheimer's - 6/15/2019

END OF CONSENT AGENDA REGULAR AGENDA

11. MAYOR'S UPDATE

12. COMMUNICATIONS

- COMM120_03_11_19 Central Congregational Grant Award Letter (TABLED)

13. APPOINTMENTS

- APPT096_04_08_19 Richard Person 4 Wrights Ct Redevelopment Authority 4/10/2022

14. ORDERS

- ORDR094_04_08_19 Traffic Changes - Green, Pleasant, and Titcomb Streets
- ORDR095_04_08_19 Resolution Promoting Awareness of Sewage Pollution in Public Water

15. ORDINANCES

- NONE

16. COMMITTEE ITEMS

NOTE: UNDERLINED COMMITTEE ITEMS WILL BE CONSIDERED AT THIS MEETING

Budget & Finance

In Committee:

- ORDR007_01_29_18 41C Amendment
- COMM112_02_11_19 Memo re: Fire-Based EMS Cost/Benefit Analysis
- ORDR090_03_11_19 Parking Garage Rates
- ORDR091_03_11_19 41C-1/2 Ballot Question (COTW)
- ORDR092_03_11_19 41C-1/2 Adjustments (COTW)
- TRAN041_03_25_19 Free Cash \$54.5K, RRFA Sale of Municipal Bldgs \$54.5K to CIP NHS Exterior Woodwork \$109K
- TRAN042_03_25_19 Health Ins \$28.5K to PRK PT/Seasonal Labor \$28.5K

- TRAN043 03 25 19 Free Cash \$28K to CIP Slope Mower Purchase \$28K
- TRAN044 03 25 19 CIP Reserv Terr Wall Constr \$22.5K to CIP PI Beach Dune \$22.5K
- COMM134_03_25_19 FY2020-FY2024 Capital Improvement Program Submission
- COMM135 03 25 19 Ltr from Chamber of Commerce re: Parking Permits in Garage
- ORDR093 03 25 19 Gift of Artwork from Scott Signore

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
- APPT088 02 25 19 Wilbur Shenk 1 Beck St Waterfront Trust 12/1/2024
- COMM123 03 11 19 Comprehensive Update to the Newburyport Zoning Ordinance
- APPT089 03 11 19 Paul Healy 8 N St Conservation Comm 5/1/2022
- COMM132 03 25 19 Free Standing Sign - 3 Perkins Way
- APPT091 03 25 19 Rick Taintor 10 Dexter St Planning Board 04/01/2020
- ODNC030_03_25_19 Zoning - Amend Article XXVII Downtown Overlay District

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
- COMM087 09 24 18 Ltr re: Coffin Street

- COMM116_02_25_19 Toward Zero Waste Newburyport Initiative *(full text available)* (COTW)
- **COMM124_03_11_19 2019 Chamber of Commerce Events**
- **COMM126_03_11_19 Go Purple for Alzheimer's – 6/15/2019**
- COMM128_03_25_19 Open Streets 2019 - Newburyport Parks Dept – 06/23/2019
- COMM129_03_25_19 Annual 8th Pan Mass Challenge Kids Ride – 06/09/2019
- COMM130_03_25_19 Cultural Survival Bazaar – July 20-21 2019
- COMM131_03_25_19 Alzheimer's Association Ride to End Alzheimer's – 06/23/2019
- COMM133_03_25_19 9th Annual GNOCA 5K Run/Walk 09/22/2019
- ODNC031_03_25_19 Regulation of the Use of Pesticides
- APPT090_03_11_19 Dr. Sam A. Merabi 7 Brown Sq Board of Health 4/1/2022

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

17. EXECUTIVE SESSION – to discuss strategy with respect to the following legal matters, litigation, and other negotiations: 115 Water Street Acquisition; Collective Bargaining and Grievances; Central Congregational Church, United Church of Christ v. City of Newburyport Planning Board; Evergreen Commons; Habeeb, et. al. v. Teixeira, et. al.; McConnell, et. al. v. Bonnie Sontag, et. al.; Raymond v. Mark Murray (Marshal of Police); The Cottages at Plum Island, LLC v. Atkinson et. al.

19. GOOD OF THE ORDER

20. ADJOURNMENT

CONSENT AGENDA

CITY COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS
MARCH 25, 2019

7:30PM

The City Council President, Barry Connell, called the meeting to order at 7:30pm, followed by the Pledge of Allegiance. A moment of silence was held for Gerard Cody, a long-time poll worker for the city. The City Council President then instructed the City Clerk to call the roll. The following Councillors answered present: Zeid, Devlin, Eigerman, Khan, OBrien, Shand, Tontar, Vogel, Connell. 9 present, 2 absent (Earls, Giunta).

(Sound Check)

1. **MOMENT OF SILENCE**
2. **PLEDGE OF ALLEGIANCE**
3. **CALL TO ORDER**
4. **LATE FILE ITEMS**
5. **PUBLIC COMMENT**

- | | | |
|----------------------|---------------|----------------|
| 1. Walt Thompson | 100 State St | Pesticides Ban |
| 2. Kelly Mahon | 36 Beacon Ave | PMC Kids Ride |
| 3. Fiona Mahon | 36 Beacon Ave | PMC Kids Ride |
| 4. Jeanette Isabella | 1 Lime St | Pesticides Ban |

6. **MAYOR'S COMMENT**

The Mayor gave an update pursuant to her written communication.

CONSENT AGENDA

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7. **TRANSFERS**

- **TRAN041_03_25_19** Free Cash \$54.5K, RRFA Sale of Municipal Bldgs \$54.5K to CIP NHS Exterior Woodwork \$109K (B&F)
- **TRAN042_03_25_19** Health Ins \$28.5K to PRK PT/Seasonal Labor \$28.5K (B&F)
- **TRAN043_03_25_19** Free Cash \$28K to CIP Slope Mower Purchase \$28K (B&F)

8. **COMMUNICATIONS**

- **COMM127_03_25_19** FY2019 Mid-Year Budget Report Supplement (R&F)
- **COMM128_03_25_19** Open Streets 2019-Newburyport Parks Dept.- 06/23/2019 (PS)
- **COMM129_03_25_19** Annual 8th Pan Mass Challenge Kids Ride-06/09/2019 (PS)
- **COMM130_03_25_19** Cultural Survival Bazaar - 07/20-21/2019 (PS)
- **COMM131_03_25_19** Alzheimer's Association Ride to End Alzheimer's 06/23/2019 (PS)
- **COMM132_03_25_19** Free Standing Sign - 3 Perkins Way (P&D)
- **COMM133_03_25_19** 9th Annual GNOCA 5k Run/Walk 09/22/2019 (PS)
- **COMM134_03_25_19** FY2020-FY2024 Capital Improvement Program Submission (B&F)
- **COMM135_03_25_19** Ltr from Chamber of Commerce re: Parking Permits in Garage (B&F)

9. **APPOINTMENTS**

- **APPT091_03_25_19** Rick Taintor 10 Dexter Street Planning Board 04/01/2020

Motion to amend, refer to Planning & Development, by Councillor Zeid, seconded by Councillor Tontar. So voted.

**END OF CONSENT AGENDA
REGULAR AGENDA**

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

10. MAYOR'S UPDATE

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

11. APPROVAL OF MINUTES

- March 11, 2019
Councillor Eigerman removed from Consent Agenda. Motion to strike "Motion to amend to 30 minutes from 15 minutes by Councillor Zeid" in ORDR084_01_28_19 by Councillor Zeid, seconded by Councillor Eigerman. So voted. Motion to approve as amended by Councillor Zeid, seconded by Councillor Eigerman. So voted.

12. TRANSFERS

- **TRAN044_03_25_19** CIP Reserv Terr Wall Constr \$22.5K to CIP PI Beach Dune \$22.5K
Councillor Eigerman removed from Consent Agenda. Councillor Eigerman recused. Motion to refer to Budget & Finance by Councillor Zeid, seconded by Councillor Tontar. So voted.

13. COMMUNICATIONS

- **COMM120_03_11_19** Central Congregational Grant Award Letter (**TABLED**)
Motion to remove from table by Councillor Zeid, seconded by Councillor Tontar. So voted. Motion to table by Councillor Zeid, seconded by Councillor Tontar. So voted.

14. APPOINTMENTS

Confirmatory Re-Appointments

- **APPT082_02_25_19** Christopher Kealey 8 Payson St Harbor Commission 12/31/2022
Motion to approve by Councillor Zeid, seconded by Councillor Devlin. Roll call vote, 9 yes, 2 absent (Earls, Giunta). Motion passed.

Second Reading

- **APPT089_03_11_19** Paul Healy 8 N St Conservation Commission 5/1/2022
Motion to approve APPT089_03_11_19 and APPT090_03_11_19 collectively by Councillor OBrien, seconded by Councillor Vogel. Roll call vote, 5 yes, 4 no (Zeid, Khan, Shand, Tontar), 2 absent (Earls, Giunta). Motion failed. Motion to refer APPT089_03_11_19 to Planning & Development by Councillor Eigerman, seconded by Councillor Zeid. So voted (1 no – OBrien).

- **APPT090_03_11_19** Dr. Sam A. Merabi 7 Brown Sq Board of Health 4/1/2022
Motion to refer to Public Safety by Councillor Eigerman, seconded by Councillor Khan. Roll call vote, 8 yes, 1 no (OBrien), 2 absent (Earls, Giunta). Motion passed.

15. ORDERS

- **ORDR093_03_25_19** Gift of Artwork from Scott Signore
Motion to refer to Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted.

16. ORDINANCES

- **ODNC030_03_25_19** Zoning - Amend Article XXVII Downtown Overlay District

Motion to refer to Planning & Development by Councillor Eigerman, seconded by Councillor Zeid. So voted.

- **ODNC031_03_25_19** Regulation of the Use of Pesticides

Motion to suspend the rules, as the sponsoring councillor was not present, by Councillor Tontar, seconded by Councillor Khan. So voted. Motion to refer to Public Safety by Councillor Shand, seconded by Councillor Tontar. So voted (1 present – Zeid).

17. COMMITTEE ITEMS

NOTE: UNDERLINED COMMITTEE ITEMS WILL BE CONSIDERED AT THIS MEETING

Budget & Finance

In Committee:

- **ORDR007_01_29_18** 41C Amendment
- **COMMI07_01_28_19** FY2019 Mid-Year Budget Report

Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Khan. So voted. Motion to receive and file (comm vote 3-0) by Councillor Tontar, seconded by Councillor Zeid. So voted.

- **COMMI12_02_11_19** Memo re: Fire-Based EMS Cost/Benefit Analysis
- **TRAN040_03_11_19** Health Ins \$30.5K to Fire Protect Cloth \$28K, CLK Admin \$2.5K
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. Motion to approve (comm vote 3-0) by Councillor Tontar, seconded by Councillor Zeid. So voted.
- **COMMI21_03_11_19** Annual Audit of the City's FY2018 Financial Statements
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. Motion to receive and file by Councillor Tontar, seconded by Councillor Khan. So voted.
- **ORDR090_03_11_19** Parking Garage Rates
- **ORDR091_03_11_19** 41C-1/2 Ballot Question (COTW)
- **ORDR092_03_11_19** 41C-1/2 Adjustments (COTW)

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
- **COMMI25_03_11_19** 2019 Class II Vehicle License – Sunoco

Motion to remove from License & Permit by Councillor Vogel, seconded by Councillor Zeid. So voted. Motion to approve (comm vote 2-0) by Councillor Vogel, seconded by Councillor Zeid. So voted.

Neighborhoods and City Services

In Committee:

- **ORDR048_06_13_16** Sidewalk Order
- **COMMI11_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
Motion to waive Rule 20, as there was no resume included, by Councillor Eigerman, seconded by Councillor Vogel. So voted (1 no – Zeid). Motion to remove from Planning & Development by Councillor Eigerman, seconded by Councillor Zeid. So voted. Motion to approve by Councillor Eigerman, seconded by Councillor Zeid. Roll call vote, 9 yes, 2 absent (Earls, Giunta). Motion passed.
- **APPT088_02_25_19** Wilbur Shenk 1 Beck St Waterfront Trust 12/1/2024
 - **COMM123_03_11_19** Comprehensive Update to the Newburyport Zoning Ordinance

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
- **COMM087_09_24_18** Ltr re: Coffin Street
- **COMM116_02_25_19** Toward Zero Waste Newburyport Initiative (*full text available*) (**COTW**)
- **COMM124_03_11_19** 2019 Chamber of Commerce Events
- **COMM126_03_11_19** Go Purple for Alzheimer's – 6/15/2019

Public Utilities

Councillor Zeid gave an update on the wastewater treatment facility.

In Committee:

- **COMM122_11_27_17** Mobilite 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
Motion to remove from Rules by Councillor Vogel, seconded by Councillor Zeid. So voted. Motion to recommit by Councillor Vogel, seconded by Councillor Eigerman. So voted.
- **ORDR077_11_26_18** Amendment to Council Rule 20
Motion to remove from Rules by Councillor Vogel, seconded by Councillor Zeid. So voted. Motion to approve (comm vote 0-2) by Councillor Vogel, seconded by Councillor Zeid. Roll call vote, 8 no, 1 yes (Connell), 2 absent (Earls, Giunta). Motion failed.
- **COMM119_02_25_19** City Council Rules 2019
Motion to remove from Rules by Councillor Vogel, seconded by Councillor Zeid. So voted. Motion to amend Rule 17A, strike “have Committee measures set to be removed from Committee shown in the Consent Agenda” and replace with “ask the Clerk to place Committee measures on the Consent Agenda”, strike “as set in Rules 7F and 7G” and replace with “including, without limitation, Rules 7F

and 7G”, and add “under Rule 7F” to the end of paragraph 2, by Councillor Vogel, seconded by Councillor Zeid. Roll call vote, 8 yes, 1 no (Khan), 2 absent (Earls, Giunta). Motion passed. Motion to amend Rule 17B, add “notwithstanding the foregoing, the electronic version of the packet, posted on the website, shall be complete” by Councillor Vogel, seconded by Councillor Zeid. Roll call vote, 9 yes, 2 absent (Earls, Giunta). Motion passed. Motion to amend Rule 21, change February 15 to February 28, strike “both the City Auditor and City Treasurer” and replace with “the Finance Director”, strike “City Auditor” and replace with “Finance Director”, and amend one week to two weeks, by Councillor Tontar, seconded by Councillor Zeid. Roll call vote, 9 yes, 2 absent (Earls, Giunta). Motion passed. Motion to amend Rule 7J, add “not”, by Councillor Zeid, seconded by Councillor Eigerman. So voted. Motion to approve as amended by Councillor Vogel, seconded by Councillor Tontar. Roll call vote, 8 yes, 1 no (Khan), 2 absent (Earls, Giunta). Motion passed.

18. GOOD OF THE ORDER

Councillor Connell noted the city solicitor will be coming to the next meeting on April 8th with executive session material.

19. ADJOURNMENT

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

TRANSFERS



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

Department: Parking

Submitted by: Richard B. Jones, Parking Clerk

Date Submitted: 4/8/2019

Transfer From:

Account Name	<u>Paid Parking Fund</u>	YTD Bal:	<u>\$ 1,113,376.95</u>
Account Number:	<u>2739-59600</u>	Category:	<u>\$ -</u>
Amount:	<u>\$99,500.00</u>	Trans I/O:	<u>\$ (160,000.00)</u>
Why are Funds Available:	<u>This fund is a receipts reserved for appropriation account. Funding sources include parking fees, violations and parking permits. Current year transfers out included \$30,000 for a parking vehicle and \$130,000 for new parking kiosks. YTD balance reflects FY20 budgeted expenditures for the parking program and parking-related debt service.</u>		

Transfer To:

Account Name	<u>PKG Clerk/Admin</u>	YTD Bal:	<u>\$ 6,505.63</u>
Account Number:	<u>01293001-51100</u>	Category:	<u>\$ 6,994.12</u>
Amount:	<u>\$5,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>Estimates were used to build the FY20 budget; the first year of operating the parking program outside of the former revolving fund. A transfer is needed to capture additional expenses to administer the paid parking program through fiscal year-end.</u>		

Transfer To:

Account Name	<u>PKG Part-Time Enforcement Officers</u>	YTD Bal:	<u>\$ 770.86</u>
Account Number:	<u>01293001-51166</u>	Category:	<u>\$ 6,994.12</u>
Amount:	<u>\$64,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>Estimates were used to build the FY20 budget; the first year of operating the parking program outside of the former revolving fund. A transfer is needed to fund the parking enforcement officers through fiscal year-end. Additional enforcement hours, along with an hourly differential, were approved after the passage of the FY20 budget.</u>		

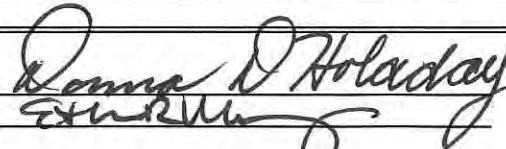
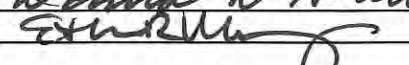
Transfer To:

Account Name	<u>PKG Office Supplies</u>	YTD Bal:	<u>\$ (23.41)</u>
Account Number:	<u>01293004-54200</u>	Category:	<u>\$ 2,585.18</u>
Amount:	<u>\$2,500.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>The FY20 budget included an initial estimate for office supplies. Given the relocation to the Parking Garage, additional funding is needed to help outfit the new office.</u>		

Transfer To:

Account Name	<u>PKG Ticket & Permit Expense</u>	YTD Bal:	<u>\$ (1,128.94)</u>
Account Number:	<u>01293004-55800</u>	Category:	<u>\$ 2,585.18</u>
Amount:	<u>\$28,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>The FY20 budget included an initial estimate for ticket and permit expense. This amount is directly correlated with the volume of tickets and permits issued. This line item is currently in a deficit and additional funding is needed to fund operations through June 30, 2019. When the FY20 budget was built, the additional cost for permitting software through Passport was not factored into the budget.</u>		

Donna D. Holaday, Mayor
Ethan R. Manning, Auditor

Date:

4/2/19

Date:

4/2/19



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

CITY CLERK'S OFFICE
NEWBURYPORT, MA

2019 APR -2 PM 2:09

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 4/8/2019

Transfer From:

Account Name	<u>Health Insurance</u>	YTD Bal:	<u>\$ 2,485,405.23</u>
Account Number:	<u>01914001-51700</u>	Category	<u>\$ 2,602,282.67</u>
Amount:	<u>\$2,160.00</u>	Trans I/O:	<u>\$ (30,500.00)</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>LCM Clerical</u>	YTD Bal:	<u>\$ 340.00</u>
Account Number:	<u>01165001-51164</u>	Category	<u>\$ 340.00</u>
Amount:	<u>\$2,160.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>A deficit is anticipated by year-end due to the increased activity before the Licensing Commission.</u>		

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

Date: 4/2/19
 Date: 4/2/19



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

CITY CLERK'S OFFICE
NEWBURYPORT, MA

APR -2 PM 2:09

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 4/8/2019

Transfer From:

Account Name	General Fund - Free Cash	YTD Bal:	\$ 1,943,364.00
Account Number:	01-35910	Trans In:	\$ -
Amount:	\$6,000.00	Trans Out:	\$ (202,350.00)
Why are Funds Available:	<i>The Massachusetts Department of Revenue certified Free Cash for</i>		
	<i>FY2019 at \$2,145,714. These funds are available for any legal expenditure with the approval of the</i>		
	<i>Mayor and a vote of the City Council.</i>		

Transfer To:

Account Name	Special Needs Parks Equipment	YTD Bal:	\$ -
Account Number:	20030011-49700	Trans In:	\$ -
Amount:	\$6,000.00	Trans Out:	\$ -
Why are Funds Needed:	<i>To fund special needs parks equipment. See attached memo.</i>		

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

Date: 4/2/19
 Date: 4/2/19



Newburyport City Hall
 60 Pleasant Street, PO Box 550
 Newburyport, MA 01950
 978.465.4462
 FAX 978.465.4452
 parks@cityofnewburyport.com

To: Barry Connell, City Council President
 Members of the City Council

From: Lisë Reid, Parks Director

Cc: Donna D. Holaday, Mayor
 Richard Jones, City Clerk
 Parks Commissioners
 Matthew Coogan

Date: April 2, 2019

Re: Parks Department FY19 Supplemental Funding Request

I am writing to respectfully request that the City Council approve a transfer request to fund the following accessible swing purchase:

Newburyport parents of children with disabilities raised \$3,300 over the last year or so in an effort to fund swings designed for use by children with disabilities. The Commission on Disabilities matched that donation allowing us to order one swing for each of seven playgrounds (Ayers Playground, Bartlet Mall, Cashman Park, Jason Sawyer Playground, Moseley Woods, Perkins Park, and Woodman Park). We ordered seven swings designed for the 5-to-12-year-old age group, which will be installed in the next few weeks.

We have since learned by talking with parents how important it is to also have the 2-to-5-year-old accessible swings because, while children in that age range may have grown to a point where getting them in and out of the standard, fully-enclosed bucket seat is close to impossible, because of their handicap they are still not physically mature enough to use the 5-to-12-year-old swings. Therefore, we would like to order seven more accessible swings to accommodate the 2-to-5-year-old user, for a total cost of \$6,000. Below is a chart summarizing the status of playground swings.

Location	Total swings	Standard 5-12 yrs Existing	Standard 2-5 yrs Existing	Accessible 5-12 yrs Existing	Accessible 2-5 yrs To Purchase
Atkinson, Lower	2	2	0	To be addressed during playground replacement	
Cashman Park	8	4	4	1	1
Perkins Park	8	4	4	1	1
Ayers Playground	4	2	2	1	1
Bartlet Mall	4	2	2	1	1
Jason Sawyer Playground	4	2	2	1	1
Moseley Woods	6	4	2	1	1
Woodman Park	4	2	2	1	1
TOTALS	40	22	18	7	7



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

CITY CLERK'S OFFICE
NEWBURYPORT, MA

APR 2 2 10 PM '19

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 4/8/2019

Transfer From:

Account Name	Multiple Accounts (see attached)	YTD Bal:	\$ -
Account Number:	See attached	Trans In:	\$ -
Amount:	\$1,668,067.29	Trans Out:	\$ -
Why are Funds Available:	<i>See attached.</i>		

Transfer To:

Account Name	Multiple Accounts (see attached)	YTD Bal:	\$ -
Account Number:	See attached	Category:	\$ -
Amount:	\$1,668,067.29	Trans I/O:	\$ -
Why are Funds Required:	<i>See attached.</i>		

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

Date: 4/2/19
 Date: 4/2/19

**Transfer Requests to Fund FY2019 Capital and Reserves
April 8, 2019**

Transfer From:

Transfer To:

Account Name	Account Number	Amount	Account Name	Account Number	Amount
General Fund - Free Cash (Balance: \$1,943,364.00)	01-35910	\$930,354.00	Election Equipment (CC001)		\$47,300.00
			Purchase 3/4 Gas Pick-up Truck with Plow (HW007)		\$40,000.00
			Two (2) Mack Dump Trucks with Plowing Equipment (HW004)		\$125,826.00
			Purchase of Tree Truck / Bucket Truck (HW011)		\$200,000.00
			OPEB Trust Fund		\$60,000.00
			Compensated Absences Fund		\$100,000.00
			Stabilization Trust Fund		\$150,000.00
			Appraisal Software Update (IT002)		\$20,000.00
			IT Hardware (IT001)		\$35,000.00
			Nock-Molin-Loading Dock Renovation (SC009)		\$15,000.00
			NHS-Pettingell Park Infield Renovation (SC017)		\$15,000.00
			Nock Molin-Walkway/Sidewalk Repairs and Repaving (SC010)		\$15,000.00
			Nock Molin-Gym Floor Refinish (SC006)		\$16,880.00
			Tractor (SC004)		\$25,348.00
			Newburyport Youth Services (PL007)		\$65,000.00
Nock/Molin Elevator Controls Project	3707-59600	\$28,657.00	Tractor (SC004)		\$28,657.00
Sewer Retained Earnings (Balance: \$903,543.00)	61-35920	\$98,056.29	One (1) Mack Dump Truck with Basic Body (SW005)		\$48,056.29
			Bobcat Loader (SW004)		\$50,000.00
Water Retained Earnings (Balance \$1,175,581.00)	60-35920	\$360,000.00	Lower Artichoke Reservoir Dam Improvement (WA004)		\$50,000.00
			Public Water Supply Protection (WA005)		\$50,000.00
			Water Supply - Quality Improvements (WA006)		\$50,000.00
			New Crane Truck (SW003)		\$85,000.00
			Water Main Replacement (WA001)		\$125,000.00
RRFA Inflow/Infiltration Fees (Balance: \$489,885.01)	2723-59600	\$100,000.00	CCTV and Cleaning Sewer Downtown (SW002)		\$100,000.00
Hale St/Graf Rd Force Main Project (Balance: \$463,050.91)	4102-59600	\$151,000.00	Aeration System Upgrade (SW007)		\$71,000.00
			Headworks Concrete Wall & Ceiling Rehab (SW008)		\$80,000.00
Total		\$1,668,067.29	Total		\$1,668,067.29



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY

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

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: April 8, 2019
Subject: FY20 Capital & Reserve Funding Requests

I am pleased to submit a FY2020 funding request to you that addresses the city's highest priority capital needs and makes important allocations into the city's major reserve funds. Now that we are past the winter months, the City is now in a position to definitively ascertain what our current financial capacity is to fund this year's Capital Improvement Program. Over the past several months, I have worked with Department Heads and our Finance Team to identify priority funding needs that I am recommending for appropriation.

Based on their feedback and consistent with the FY20-24 CIP, I am requesting appropriations for the attached listing of projects and accounts totaling \$1,668,067. This year's funding request designates \$1,358,067 for capital investments and another \$310,000 for the city's reserve accounts. Below is a summary of the funding sources, broken down in greater detail with the enclosed transfer request:

Account Name	Amount
General Fund - Free Cash	\$930,354
Water Fund Retained Earnings	\$360,000
Closed-Out Capital Project Balances	\$179,657
Inflow/Infiltration Sewer Fund	\$100,000
Sewer Fund Retained Earnings	\$98,056
Total	\$1,668,067

The bulk of this transfer request is funded by a free cash appropriation of \$930,354, leaving a balance of \$1,013,010. A portion of that remaining balance will be used to fund the FY19 snow and ice deficit and miscellaneous smaller one-time expenditures that arise between now and year-end. In accordance with City Financial Policies, we must maintain a minimum free cash balance equal to 1% of the tax levy or \$571,529.

The second largest funding component is Water and Sewer Fund retained earnings. After this request, there will remain a balance of \$815,581 and \$805,487 in the water and sewer funds, respectively. We

expect that a portion of those balances will be used to help defray some of the rate increase required for FY20.

On the following pages is a summary of this year's capital funding request addressing 22 projects in the capital improvement program. In addition, 2 projects were previously submitted, due to timing, for the High School exterior woodwork (cupola) project and the slope mower purchase. After this, there will remain three other projects to potentially be funded by a loan order and/or free cash request for FY20; including the two ambulances, design/engineering for Fire Station #2, and the surveillance camera integration project, which may be phased in or combined with the dispatch center renovation appearing in the CIP for FY21.

On April 1, 2019, the School Committee voted unanimously to support the school-related capital projects. Overall, I feel that this FY20 funding request keeps us right on track with the FY20-24 CIP. I look forward to discussing these important needs in further detail when this request has been referred to the Budget and Finance Committee for their review.

Thank you for your consideration.

Department	Need	Amount	Rationale
City Clerk	Election Equipment (CC001)	\$47,300	8 Image Cast Tabulators and tabulator for central use; will require another vote of the City Council at least 60 days before the election when this new equipment will be used per MGL Ch. 54 Sec. 34.
DPS - Highway	Purchase 3/4 Gas Pick-up Truck with Plow (HW007)	\$40,000	This F150 4x4 pickup truck will replace a 2001 Ford F150 pickup truck (#14) assigned to Facilities Division which has exceeded its life expectancy.
DPS - Highway	Two (2) Mack Dump Trucks with Plowing Equipment (HW004)	\$125,826	Purchase of two 2019 Mack Dump Trucks w/ Snow Plow Equipment. Replaces 1999 and 1969 dump trucks that need to be taken out of service. These are front line trucks used to haul materials to/from job sites and for snow plowing. Second payment of three (lease to purchase).
DPS - Highway	Purchase of Tree Truck / Bucket Truck (HW011)	\$200,000	The current Tree Truck is a 1999 international that requires extensive repairs and certifications cost each year due to its age. Until replaced, annual repairs are needed in order meet MassDOT certification requirements.
Finance	OPEB	\$60,000	An annual appropriation to the OPEB Reserve Fund is recommended as financial best practice and closely monitored by financial rating agencies. Current balance is \$625,453.
Finance	Compensated Absences Fund	\$100,000	To fund anticipated retirements for FY20.
Finance	Stabilization Trust Fund	\$150,000	Infusing our Stabilization Trust Fund with free cash will bring us in line with our financial policy target of maintaining 5% of the General Fund budget. \$150K = 4.95%.
Information Technology	Appraisal Software Update (IT002)	\$20,000	Update of the City's appraisal software.
Information Technology	IT Hardware (IT001)	\$35,000	2020 (30) Computers to be replaced + 2 multifunction psf
Schools	Nock-Molin-Loading Dock Renovation (SC009)	\$15,000	The dock plate and bumpers are original to the construction of the school from 1972. The bumpers are worn and there are numerous holes in the surface of the dock plate creating a safety hazard to anyone loading or unloading trucks, or bringing trash or recycling to the dumpsters. This is a safety issue that affects truck drivers, custodial and maintenance staff, teachers and students who regularly bring recycling out to the recycling dumpster.

Department	Need	Amount	Rationale
Schools	NHS-Pettingell Park Infield Renovation (SC017)	\$15,000	This project would add infield mix materials to raise the infield level with the grass to improve safety, playability and drainage.
Schools	Nock Molin-Walkway/Sidewalk Repairs and Repaving (SC010)	\$15,000	The walkways, including the fire road around the back of the school are in poor condition in some areas. The next phase of this project would finish the final section of fire road in the area of the skate park. Following that on the list would be the sidewalk coming from Johnson Street onto the school property.
Schools	Nock Molin-Gym Floor Refinish (SC006)	\$16,880	The gym floor is worn and dull. Finish is peeling up in many areas and the floor is now beyond needing just an annual screening and recoat. This project would sand the floor back to bare wood, repaint all lines and refinish with a 4-coat system of an oil based urethane.
Schools	Tractor (SC004)	\$54,005	John Deere 4066R Compact Utility Tractor with cab, loader, and snow pushers for both asphalt and turf. this piece of equipment would have numerous applications for athletic field and general grounds maintenance including aerating, seeding and moving materials such as mulch, soil and other bulk materials. In the winter it would be used to assist in the snow removal efforts, further reducing our dependency on the DPS. It would also have the capability to clear snow off the turf field in the stadium to allow for earlier use of the field in the spring.
Youth Services	Newburyport Youth Services (PL007)	\$65,000	Funding for feasibility study, phase 1 site assessment, survey and ANR plan and wetlands delineation at 57 Low Street for new Youth Services location.
DPS - Sewer	One (1) Mack Dump Truck with Basic Body (SW005)	\$48,056	Purchase of one 2019 Mack Dump Truck. Equipment is used to haul sludge from the Wastewater Treatment Facility. This will replace an existing piece of equipment from 2004. The current vehicle has exceeded its normal life due to the environment and the material being transported. Second payment of three (lease to purchase).
DPS - Sewer	Bobcat Loader (SW004)	\$50,000	The New Bobcat would replace aging 1996 Bobcat.

Department	Need	Amount	Rationale
DPS - Water	Lower Artichoke Reservoir Dam Improvement (WA004)	\$50,000	Repairs are necessary due to recent spalling of concrete at the top of the dam allowing water to pass through. In addition, the Mother's Day Storm of 2006 caused the Merrimack River to reach the top of the reservoir's dam and almost contaminated our public water supply with pollutants and saltwater. Improvements to the dam are needed to protect our water supply.
DPS - Water	Public Water Supply Protection (WA005)	\$50,000	Work with West Newbury and Newburyport Engineering to update existing protection plan; review contributing tributaries and develop long term goals and plans. Protect our water supply as recommended by the Newburyport Reservoir Water Quality Study dated February 2016 and our January 2005 Artichoke Watershed Protection Plan. Purchase properties abutting our public water supplies to ensure that the supplies' watersheds are not developed and remain in their natural state. This will prevent contaminants from developments from entering our water supplies. \$50k to update our January 2005 Artichoke Watershed Protection Plan. Land purchase costs TBD.
DPS - Water	Water Supply - Quality Improvements (WA006)	\$50,000	The current reservoir systems are relatively shallow as confirmed by the recent bathymetric study. Shallow types of reservoir systems present operational challenges in producing the best finish water possible without taste and odor issues. Provide water quality improvements to all three of our reservoirs, as recommended in the Newburyport Reservoir Water Quality Study (February 2016). Baseline sampling and testing of the raw water sources would allow the water division to evaluate options for improving water quality while performing additional studies and water tests as recommended in the Study. The results of these studies will likely require future capital improvement project(s).
DPS - Sewer	New Crane Truck (SW003)	\$85,000	The current 2008 Crane truck is used daily to pull pumps and other mechanical equipment when needed. The current truck has reached its life expectancy. Crane needs replacement due to wear.

Department	Need	Amount	Rationale
DPS - Water	Water Main Replacement (WA001)	\$125,000	The Water Division continues with its goal of making improvements to the aging water distribution infrastructure. In order to achieve this goal, the Division has developed a schedule of planned distribution replacements. In an effort to minimize the effect on the annual operating budget, funds are designated each year into capital Water Main Replacement fund
DPS - Sewer	CCTV and Cleaning Sewer Downtown (SW002)	\$100,000	An evaluation was performed and a report was generated on December 8, 2015 regarding the condition of the downtown sewer. The report found one major issue in three different locations. The issue is called bottlenecks. For example, a 42" diameter pipe that reduces into a 38" pipe and then back to 42" pipe, creating a bottleneck. CCTV work will inspect the condition of the existing pipe. The area of proposed work is the Route 1 bridge to the WWTF. I/I funds can be used for this work.
DPS - Sewer	Aeration System Upgrade (SW007)	\$71,000	Continuation of aeration upgrades started in 2010. Project will provide slide gates on influent structures for needed control of biomass concentration within tanks. In addition, the addition of automated air valve actuators, power and control wiring, and modification of aeration control algorithm will provide for proper Dissolved Oxygen concentration control. Transfer of surplus bond proceeds from Hale Force Main Project.
DPS - Sewer	Headworks Concrete Wall & Ceiling Rehab (SW008)	\$80,000	This project will entail cleaning, repair and rehabilitation of concrete surfaces. Surfaces will be coated with corrosive-resistant products. This will help protect the concrete structure without this work the walls will continue to decay and potential compromise the structural steel resulting in major renovation/rebuild of the structure. Transfer of surplus bond proceeds from Hale Force Main Project.
Total		\$1,668,067	

COMMUNICATIONS

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)

NAME OF EVENT: YANKEE HOMECOMING INC.

Date: 7/26/19 - 8/4/19 Time: from _____ to _____

Rain Date: _____ Time: from _____ to _____

2. Location: (SEE ATTACHED)

3. Description of Property: CITY Public Private _____

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

Contact Person DENNIS PALAZZO

Address: 67 OLD ROWLEY RD., NEWBURY Telephone: 978 417-6118

E-Mail: KARATEKID5TH@AOL.COM Cell Phone: _____

Day of Event Contact & Phone: (SAME)

5. Number of Attendees Expected: EST. 500K

6. MA Tax Number: _____

7. Is the Event Being Advertised? Yes Where? NEWSPAPER / RADIO

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

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

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

A. Vending: Food Beverages Alcohol _____ Goods Total # of Vendors 60 +/-

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: N/A

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 STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE

ROAD RACE

WALKATHON

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

YANKEE HOMECOMING COMMITTEE

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

DENNIS PALAZZO

67 OLD ROWLEY RD, NEWBURY, MA. 01951

577 417-6118

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

4. Date of Event: 8-4-19 Expected Number of Participants: 30K

5. Start Time: 11AM Expected End Time: 3PM

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

HIGH ST.

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

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

9. Formation Location & Time for Participants: ATKINSON COMMON, HIGH ST.

10. Dismissal Location & Time for Participants: MARCH'S HILL, HIGH ST.

11. Additional Parade Information:

• Number of Floats: 15 +/-

• Locations of Viewing Stations: ALL ALONG ROUTE

• 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]

[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.

<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. Parks 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.

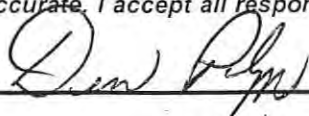
(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance 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: _____



Date: _____

3-20-19



CITY CLERK'S OFFICE
NEWBURYPORT, MA

2019 MAR 15 AM 9:08

YANKEE HOMECOMING INC.

P.O. Box 493
Newburyport, MA 01950

March 10, 2019

Newburyport City Council
City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

Dear Members of the Newburyport City Council:

My name is Jennifer Duggan and I am the General Chairperson for the 62nd Yankee Homecoming. This year's theme is "Reflections of our Past," which will focus on celebrating the long and storied history of our hometown celebration.

As in the past, on behalf of the Board of Directors and Committee, I am requesting the use of the City of Newburyport, its streets, throughways and city parks. The use of the City of Newburyport will allow me to provide the citizens of Newburyport and our visitors a wide variety of historical and family-friendly events during our eight-day festival.

I look forward to serving as the General Chairperson of this long-standing community festival and becoming part of Yankee Homecoming's tradition and history. If you should have any questions, please feel free to contact me via email at generalchair@yankeehomecoming.com or 603.553.2756. Thank you for your consideration.

Very truly yours,

Jennifer Duggan
General Chairperson
2019 Yankee Homecoming

List of YHC Events:

H.S. Battle of the Bands	Friday	7/26/19	(5pm – 9pm)
Kayak and SUP	Saturday	7/27/19	(9am- 1pm)
Art on the Bartlett Mall	Sat & Sun	7/27 – 28/19	(10am – 5pm)
Inn Street Artisan’s Revival	Sat through Sun	7/27/19-8/4/19	(10am – 9pm)
Brewfest	Saturday	7/27/19	(4pm – 10pm)
Waterfront Exercise Series	Sunday to Sunday	7/28/19 - 8/4/19	(7am – 9am)
Golf Tournament	Monday	7/29/19	
Kids Talent Show	Monday	7/29/19	(2pm – 5pm)
Craft Show	Tuesday	7/30/19	(10am – 6pm)
Veterans Luncheon	Tuesday	7/30/19	(11am)
Nursing Home Converts	Wednesday	7/31/19	(1pm – 3pm)
Generations of Giving	Wednesday	7/31/19	
Sidewalk Sales	Thursday & Friday	8/1/19-8/2/19	(10am – 7pm)
Family Day at Maudslay	Saturday	8/2/19	(10am – 2pm)
Fireworks	Saturday	8/3/19	(9:30pm)

Events that require street closure;

Olde Fashioned Sunday	Sunday	7/28/19	(10am – 6pm)	Pond Street
Waiter/Waitress Race	Monday	7/29/19	(4pm – 7pm)	Liberty Street (from ^{Fair} Center to State)
Parade	Sunday	8/4/19	(1pm- 4pm)	High Street

INSURANCE BINDER TO BE PROVIDED BY 6/1/19

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

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

NAME OF EVENT: IPA SK

Date: 5/19/19, 7/14/19, 9/5/19 Time: from 10 am to 11 am
 Rain Date: n/a Time: from _____ to _____

2. Location: 40 Parker St., Newburyport, MA 01950

3. Description of Property: Riverwalk Brewing Co. Public _____ Private

4. Name of Organizer: Yukan Sports, LLC City Sponsored Event: Yes _____ No
 Contact Person Rich Morrell
 Address: PO Box 780, Rockport, MA 01966 Telephone: 978-879-9007
 E-Mail: RDMORRELL@YUKANRUN.COM Cell Phone: _____
 Day of Event Contact & Phone: 978-879-9007

5. Number of Attendees Expected: @250

6. MA Tax Number: 27-3695540

7. Is the Event Being Advertised? Yes Where? Online

8. What Age Group is the Event Targeted to? 21+

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 n/a

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 n/a
- b) # of recycling container(s) to be provided by Recycling Office n/a
- 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)

5 Standard # _____ ADA accessible

Name of company providing the portable toilets: Dave's Septic

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:
YUKAN Sports, LLC

2. Name, Address & Daytime Phone Number of Organizer Rich Morrell 978-879-9007
YUKAN Sports, LLC
PO Box 780
Rockport, MA 01966

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

4. Date of Event: 5/19/19, 7/14/19, 9/8/19 Expected Number of Participants: @ 250

5. Start Time: 10 am Expected End Time: 11 am

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route):
Start + Finish: 40 Parke St.
Parker St. to Mulliken Way to Malcolm Hoyt Dr. to Scotland Rd to
Higginbotham Rd to Livingston Lane in Newbury.

7. Locations of Water Stops (if any): Newbury

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

9. Formation Location & Time for Participants: 40 Parker St. 9am

10. Dismissal Location & Time for Participants: 40 Parker St. 11am

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

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE PERMITS (SEE CITY CLERK FOR FORMS)

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 10 Greenleaf St.
 DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.

DEPARTMENT APPROVAL (for Committee Member use only):

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

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

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

Limitations

- (a) *"Procedure"* All road racing, walkathon, bicycle, or swimming events shall, through that event's organizer, board of directors, charity foundation or designee apply for authorization to hold the event through the Office of the City Clerk. The City Clerk upon review of the completed form will place the application on the regular City Council agenda. Upon following the procedures of the Council, as deemed appropriated in the sole judgment of the Council, the application will be considered approved if the Council votes favorably by majority. The event will name one person responsible on the application and shall provide contact information to include name, address and telephone number.
- (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: 12/18/19

CERTIFICATE OF INSURANCE

PRINT DATE: 12/17/2018

CERTIFICATE NUMBER: 20181213671739

AGENCY:

Integro USA Inc.
d/b/a Integro Insurance Brokers
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. YuKan Sports LLC
130 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

IPA 5K - Spring 2019 (5/19/2019 - 5/20/2019)

POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK1899025	11/1/2018 12:01 AM	11/1/2019 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB652176	11/1/2018 12:01 AM	11/1/2019 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

City of Newburyport
60 Pleasant Street
Newburyport MA 01950

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

CERTIFICATE OF INSURANCE

PRINT DATE: 12/17/2018

CERTIFICATE NUMBER: 20181213671753

AGENCY:

Integro USA Inc.
d/b/a Integro Insurance Brokers
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Phone), 678-324-3303 (Fax)

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NAMED INSURED:

USA Track & Field, Inc. YuKan Sports LLC
130 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

IPA 5K - Summer 2019 (7/14/2019 - 7/15/2019)

POLICY/COVERAGE INFORMATION:

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INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X Occurrence	PHPK1899025	11/1/2018 12:01 AM	11/1/2019 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	X Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	X Occurrence	PHUB652176	11/1/2018 12:01 AM	11/1/2019 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

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Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

City of Newburyport
60 Pleasant Street
Newburyport MA 01950

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

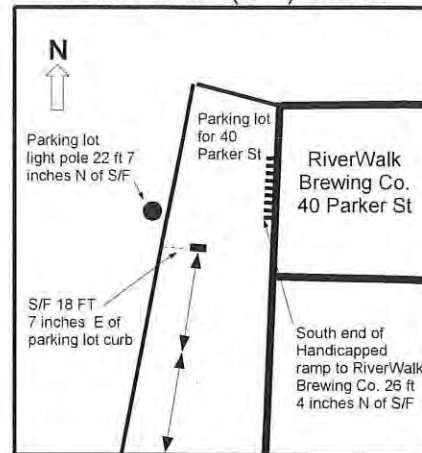
RiverWalk IPA 5K

Newburyport, Massachusetts

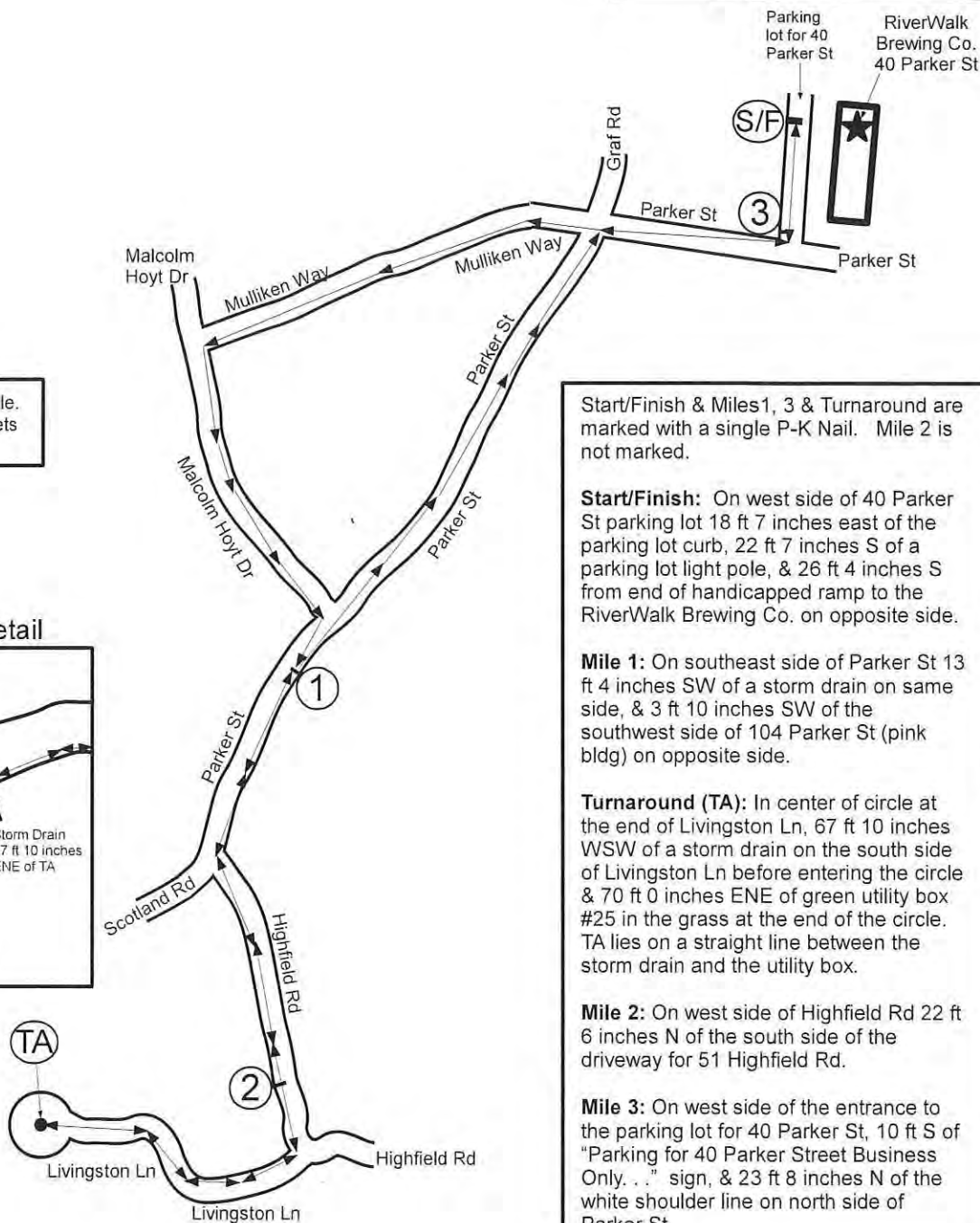


USATF Certificate MA18001BK
Effective March 5, 2018 to December 31, 2028

Start/Finish (S/F) Detail



Note: Map not drawn to scale.
Many streets and cross streets
not on map.



Start/Finish & Miles 1, 3 & Turnaround are marked with a single P-K Nail. Mile 2 is not marked.

Start/Finish: On west side of 40 Parker St parking lot 18 ft 7 inches east of the parking lot curb, 22 ft 7 inches S of a parking lot light pole, & 26 ft 4 inches S from end of handicapped ramp to the RiverWalk Brewing Co. on opposite side.

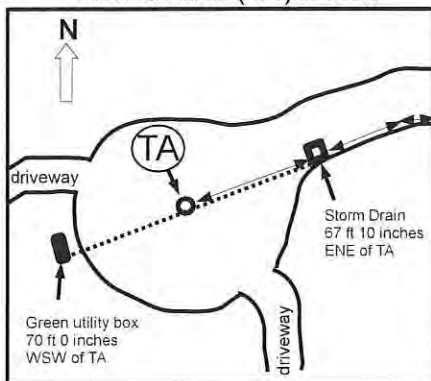
Mile 1: On southeast side of Parker St 13 ft 4 inches SW of a storm drain on same side, & 3 ft 10 inches SW of the southwest side of 104 Parker St (pink bldg) on opposite side.

Turnaround (TA): In center of circle at the end of Livingston Ln, 67 ft 10 inches WSW of a storm drain on the south side of Livingston Ln before entering the circle & 70 ft 0 inches ENE of green utility box #25 in the grass at the end of the circle. TA lies on a straight line between the storm drain and the utility box.

Mile 2: On west side of Highfield Rd 22 ft 6 inches N of the south side of the driveway for 51 Highfield Rd.

Mile 3: On west side of the entrance to the parking lot for 40 Parker St, 10 ft S of "Parking for 40 Parker Street Business Only. . ." sign, & 23 ft 8 inches N of the white shoulder line on north side of Parker St.

Turnaround (TA) Detail



NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. _____

Fax. _____

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

NAME OF EVENT: NEWBURYPORT LIONS Y.H.C. 5+10K ROAD RACE

Date: JULY 30, 2019 Time: from 8 AM to 8 PM

Rain Date: _____ Time: from _____ to _____

2. Location: Newburyport High School + NBPT STREETS

3. Description of Property: HIGH SCHOOL GROUND'S Public _____ Private _____

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

Contact Person

Address: JONATHAN PEARSON Telephone: 978-462-2203

E-Mail: YANKEESEACOAST@COMCAST.NET Cell Phone: _____

Day of Event Contact & Phone: _____

5. Number of Attendees Expected: 3000 THREE THOUSAND

6. MA Tax Number: 47-353-2870

7. Is the Event Being Advertised? YES Where? LION'S WEB SITE - YHC PUBLICITY

8. What Age Group is the Event Targeted to? ALL AGE GROUP'S

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 NO Goods NO Total # of Vendors 0

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

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

Name of Carnival Operator: NA

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? 12
- b) How many recycling receptacles will you be providing? MOLLY ETTENBOROUGH 12
- c) Will you be contracting for disposal of: Trash Yes ___ No ___ Recycling Yes ___ No ___
- i. If yes, size of dumpster(s): Trash 10 YARD Recycling AT N.H.S
- ii. Name of disposal company: Trash G. MELLO Recycling MOLLY ETTENBOROUGH
- 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? MOLLY ETTENBOROUGH.

If no:

- a) # of trash container(s) to be provided by DPS 12 N.H.S. JANITOR'S
- b) # of recycling container(s) to be provided by Recycling Office 12
- 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)

35 Standard # 1 ADA accessible

Name of company providing the portable toilets: DAVE'S SERVICE'S

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: JONATHAN PEARSON

43 MOULTON ST.

NEWBURYPORT, MA. 01950

HOME PHONE - 978-462-2203

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

4. Date of Event: 07-30-19 Expected Number of Participants: _____

5. Start Time: 8 AM Expected End Time: 8:30 PM

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route): SEE ATT 5410K
MAP'S

7. Locations of Water Stops (if any): SEE ATT 9 WATER STOP'S VAR-LOC.

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

9. Formation Location & Time for Participants: N.H.S. GROUND'S

10. Dismissal Location & Time for Participants: N.H.S. GROUND'S

11. Additional Parade Information:

• Number of Floats: NONE

• Locations of Viewing Stations: SEE ROAD MAP'S ATTACHED

• 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] 3/22/19 4 Green St. FIRE CHIEF [Signature] 3-26-19 10 Greenleaf St.

DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.
3/25/19

DEPARTMENT APPROVAL (for Committee Member use only):

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

Approval
Required

Date: _____ Signature _____

- ____ 1. Special Events: _____
- ____ 2. Police: _____
 Is Police Detail Required: _____ # of Details Assigned: _____
- ____ 3. Traffic, Parking & Transportation: _____
- ____ 4. ISD/Health: _____
- ____ 5. Recycling: _____
- ____ 6. ISD/Building: _____
- ____ 7. Electrical: _____
- ____ 8. Fire: _____
 Is Fire Detail Required: _____ # of Details Assigned: _____
- ____ 9. Public Works: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*
 Yes: \$ _____ due on _____ No Fee for Special Events applies
 Other requirements/instructions per DPS _____
- ____ 10. Parks 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

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: Paul Kolan Date: 3/14/19 5 of 16

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,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2019

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

PRODUCER DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173		CONTACT NAME: John Adams		
		PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 847-934-6186	
		E-MAIL ADDRESS: lionsclubs@dspins.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: ACE American Insurance Company		22667
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		
INSURED Newburyport Lions Club D33N Newburyport Massachusetts				

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			HDOG71094972	09/01/2018	09/01/2019	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 10,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PRODUCTS - COMPI/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			ISAH25159226	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
<input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED RETENTION \$							EACH OCCURRENCE	\$
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							WC STATU-TORY LIMITS	OTH-ER
			N/A				E L EACH ACCIDENT	\$
							E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$

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

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Newburyport Lions Club 10 Mile and 5K Road Races July 30, 2019

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

City of Newburyport
PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER Newburyport High School 241 High Street Newburyport Massachusetts 01950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2019

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

PRODUCER DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	FAX (A/C, No): 847-934-6186	
	PHONE (A/C, No, Ext): 1-800-316-6705	E-MAIL ADDRESS: lionsclubs@dspins.com	
INSURED Newburyport Lions Club D33N Newburyport Massachusetts	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC			HDOG71094972	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH25159226	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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Newburyport High School
PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER **CANCELLATION**

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

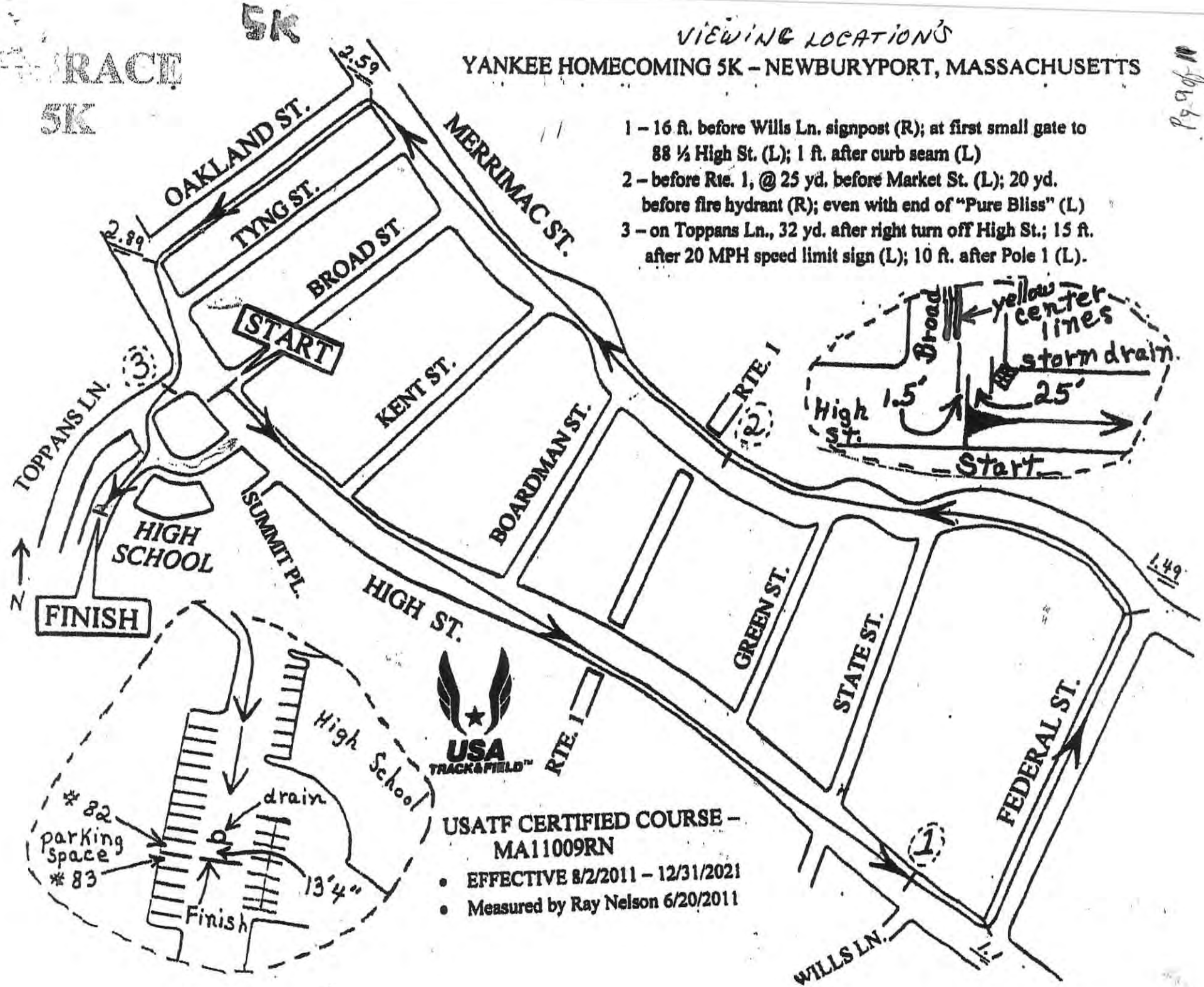
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5K
5K
5K

VIEWING LOCATIONS
YANKEE HOMECOMING 5K - NEWBURYPORT, MASSACHUSETTS

Pg. 9 of 10

- 1 - 16 ft. before Wills Ln. signpost (R); at first small gate to 88 1/2 High St. (L); 1 ft. after curb seam (L)
- 2 - before Rte. 1, @ 25 yd. before Market St. (L); 20 yd. before fire hydrant (R); even with end of "Pure Bliss" (L)
- 3 - on Toppans Ln., 32 yd. after right turn off High St.; 15 ft. after 20 MPH speed limit sign (L); 10 ft. after Pole 1 (L).



USATF CERTIFIED COURSE -
MA11009RN
 • EFFECTIVE 8/2/2011 - 12/31/2021
 • Measured by Ray Nelson 6/20/2011

LOF 4

10M Race

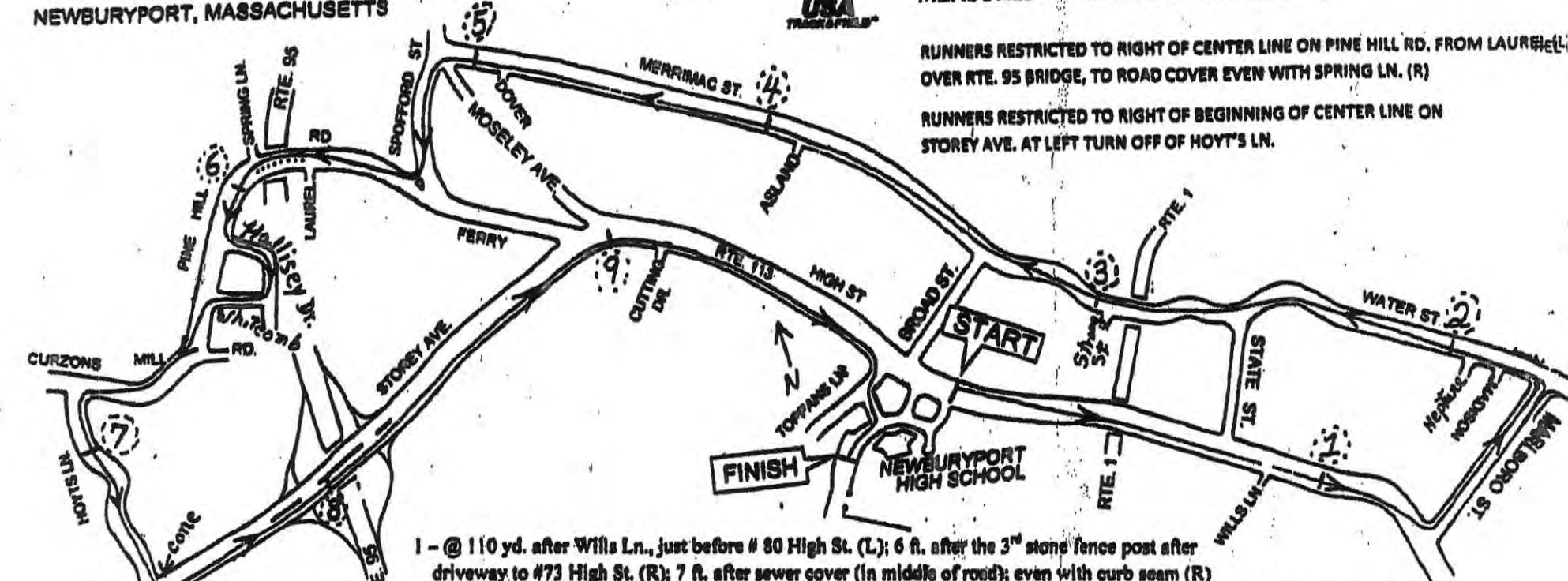
Yankee Homecoming 10 Mile Road Race NEWBURYPORT, MASSACHUSETTS



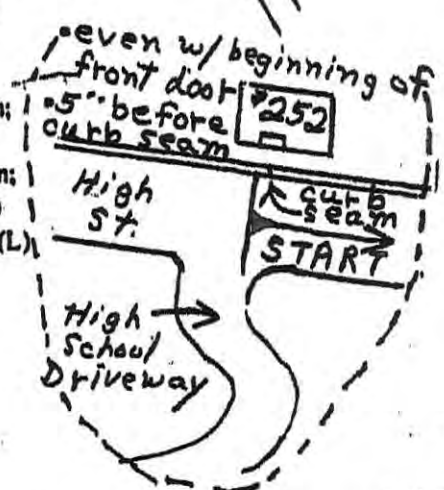
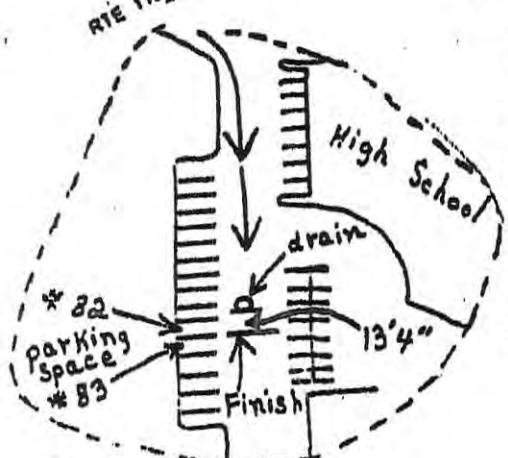
VIEWING LOCATIONS
USATF CERTIFIED COURSE - MA11008RN
EFFECTIVE 8/2/2011 - 12/31/2021
MEASURED BY RAY NELSON 6/20/2011

11 April 2011

RUNNERS RESTRICTED TO RIGHT OF CENTER LINE ON PINE HILL RD. FROM LAUREL OVER RTE. 95 BRIDGE, TO ROAD COVER EVEN WITH SPRING LN. (R)
RUNNERS RESTRICTED TO RIGHT OF BEGINNING OF CENTER LINE ON STOREY AVE. AT LEFT TURN OFF OF HOYT'S LN.



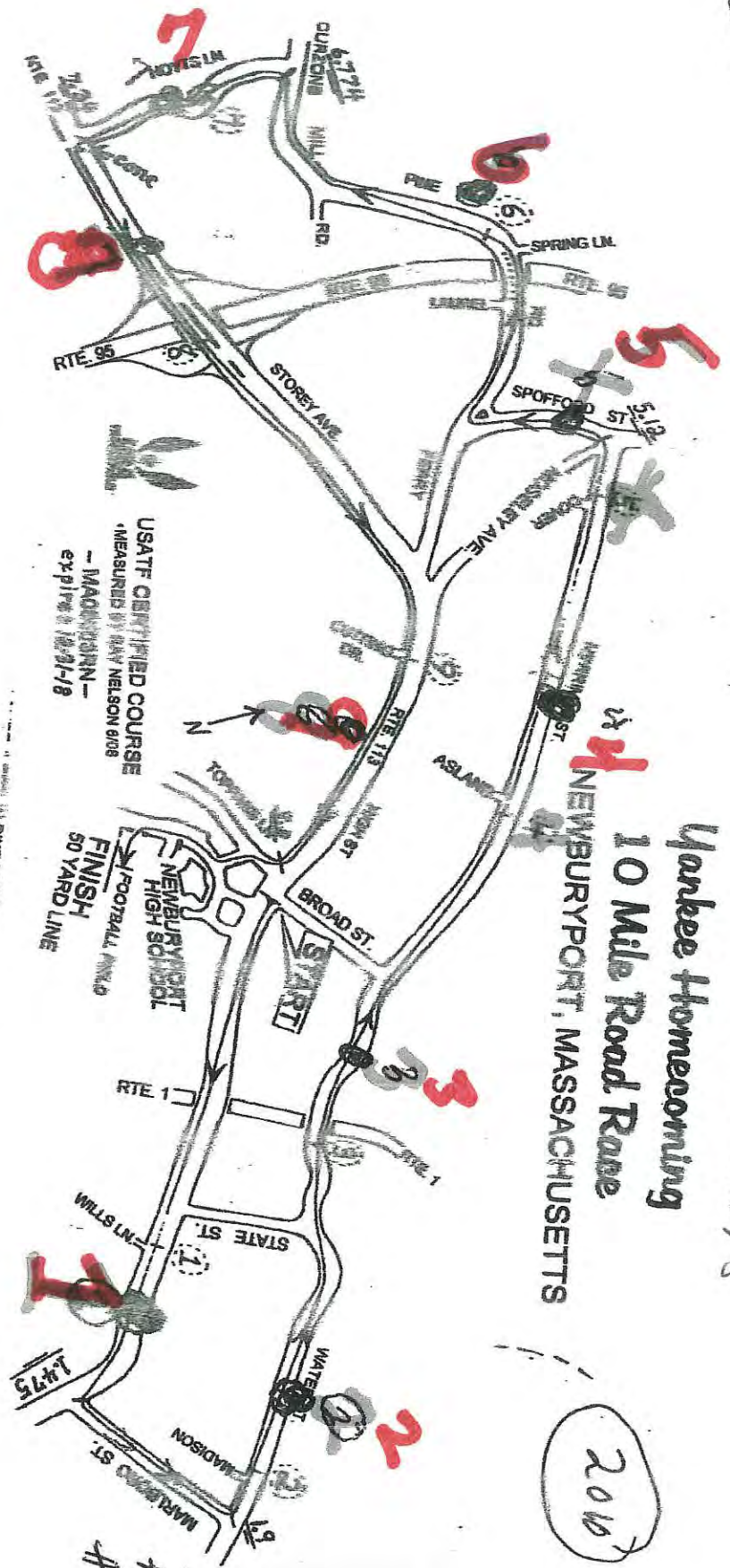
- 1 - @ 110 yd. after Wills Ln., just before # 80 High St. (L); 6 ft. after the 3rd stone fence post after driveway to #73 High St. (R); 7 ft. after sewer cover (in middle of road); even with curb seam (R)
- 2 - at #196 Water St., 66 yd. after end of Neptune (L); 19.5 ft. after end of storm drain (L); 21 ft. before sewer cover (L); 10 in. after curb seam (L)
- 3 - after Rte. 1 exit, 15 ft. after end of Strong St. (L); in brick driveway to Perry Murphy construction; 15.5 ft. before storm drain (R)
- 4 - 70 yd. after Ashland (L); 30 ft. after Pole 79 (R); 10 ft. before beginning of big window to Mersen; 46 ft. before crosswalk; 6 ft. after end of single driveway immediately after the car repair place (L)
- 5 - just after # 568 Merrimac St. (R); 25 ft. after Pole 51B/80 / 123 (R); 37 ft. before driveway #571 (L)
- 6 - at end of property to # 13 Pine Hill Rd. (R); 23.5 ft. after Pole 12 (L)
- 7 - on Hoyts Ln. 55 ft. after Pole 12 (R)
- 8 - just before the actual bridge (with high fencing) over Rte. 95; 30 ft. after sign for Rte. 95 north, 30 ft. after end of storm drain; 15 ft. before water cover on sidewalk (R)
- 9 - just after Moseley Ave.(L); at beginning of building #361 High St. (Home for Aged Men); 4 ft. after Pole 113



"WATER STOPS"

Yankee Homecoming 10 Mile Road Race NEWBURYPORT, MASSACHUSETTS

2016



- #1 39 High ST
- #2 59 WATER ST
- #3 Owend Merrimac
- #4 437 Merrimac
- #5 28 SPOFFORD ST
- #6 3 Pine hill RD
- #7 Ployto LA
- #8 West End Pike STA
- #9 343 High ST

To: Newburyport City Council
 From: Mark Reich, Esq, KP Law, City Solicitor
 Re: Recently Closed Legal Matters.
 Dated: March 11, 2019

RECENTLY CLOSED MATTERS

1. Castagna, et al. v. City of Newburyport Planning Board, et al.
 Essex Superior Court No. 1677CV00812-B
 (20600-0119-JDE)

This matter arose from an appeal of a Planning Board decision approving a Smart Growth District plan for One Boston Way, and included a further count seeking a declaratory judgment regarding a restrictive covenant alleged to burden the subject property. Immediately following the filing of the complaint, the plaintiffs filed an amended complaint removing the City defendants from the litigation and the count appealing the Planning Board decision. The action is now solely between the private parties and seeks to determine the enforceability of certain recorded protective covenants burdening the party's land. The court docket reports the litigation as settled by agreement of the parties.

2. Cray v. City of Newburyport Planning Board, et al.
 Land Court – C.A. No. 17 MISC 000426-MDV
 (20600-0123-TPL)

This was an appeal by an abutter of a Planning Board decision granting the City site plan approval and 2 special permits for the construction of a parking garage at 83 Merrimac Street and 90 Pleasant Street. The Land Court conducted a Case Management Conference and strongly suggested that the parties attempt to settle the remaining claims. We negotiated a settlement with the property owner and a Stipulation of Dismissal was filed with the Land Court.

3. Mahmoud Public Records Request
 (20600-0120-JC)

We assisted the City in responding to a serial records requester who made numerous voluminous public records requests to the City. Several appeals were filed with the Secretary of State's Office, which decided all appeals in favor of the City. There have been no requests since August, 2017.

4. Packaging Realty, LLC et al. v. HVV Massachusetts, Inc., et al.
 Land Court Department, C.A. No. 18 MISC 00417
 (20600-0127-JDE/TPL)

This was an appeal by the plaintiff of the Planning Board's July 26, 2018 decision granting a special permit to HVV Massachusetts, Inc. (Happy Valley) to allow the conversion of an 85,000 sq. ft. industrial warehouse into a marijuana grow facility. After

reviewing cross Motions by the Plaintiff and Happy Valley, the Land Court remanded the Special Permit to the Planning Board for additional consideration. At that time, the parties negotiated additional terms and submitted an agreed proposed Special Permit to the Planning Board. The Planning Board conducted a public hearing and issued an Amended Special Permit. No further appeal was filed and a Stipulation of Dismissal was filed with the Land Court in January, 2019.

5. REM Realty v. Riverrun Gardens LLC
Essex Land Court Department, C.A. No. 18 MISC 000466
(20600-0126-JDE/TPL)

This matter involved an appeal by the plaintiff of the Planning Board's July 23, 2018 decision granting a special permit to REM, LLC allowing conversion of an industrial warehouse into a marijuana grow facility. The plaintiff is asking the Court to annul the Board's decision, rescind the grant of the special permit to Riverrun Gardens, LLC, award the plaintiff damages and attorney's fees, and grant such relief as the Court deems justified and equitable. REM, LLC decided not to defend the Special Permit. The Land Court entered judgment annulling the Special Permit.

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. _____

Fax. _____

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

RECEIVED CITY OFFICE
NEWBURYPORT, MA
2019 APR -2 PM 3:32

NAME OF EVENT: Sip, Shop, supPORT: A Night to Benefit Runway for Recovery

Date: May 10, 2019 Time: from 6:30 p.m. to 8:30 p.m.

Rain Date: N/A Time: from _____ to _____

2. Location: Inn Street, from Market Square to Ceia Restaurant Alley

3. Description of Property: Public Walkway Public _____ Private _____

4. Name of Organizer: Olivia Boger, Executive Director of Runway for Recovery City Sponsored Event: Yes _____ No

Contact Person _____

Address: 65 Middle Street, Newburyport, MA Telephone: 617-710-2172

E-Mail: ocma@mac.com Cell Phone: _____

Day of Event Contact & Phone: 617-710-2172

5. Number of Attendees Expected: 200

6. MA Tax Number: 11-3822037

7. Is the Event Being Advertised? YES Where? Online, social media, invitations, posters

8. What Age Group is the Event Targeted to? 21+, but mostly 30+ because we are marketing it as a way to buy a last minute gift for Mother's Day

9. Have You Notified Neighborhood Groups or Abutters? Yes _____ No _____, Who? We haven't yet, but we plan to tell everyone on Inn St.

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

A. Vending: Food Beverages Alcohol Goods Total # of Vendors 5

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

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

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

If yes:

- a) How many trash receptacles will you be providing? _____
- b) How many recycling receptacles will you be providing? _____
- c) Will you be contracting for disposal of : **Trash** Yes _____ No _____ **Recycling** Yes ^{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 _____³
- b) # of recycling container(s) to be provided by Recycling Office _____³
- 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: _____

Melena Wood
- 484 437 0566

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: Event (would be down Inn street path from fountain to West Paw)
Runway for Recovery - local NBPT event
(Olivia Boger) - Nonprofit sale 3 mat honors families affected
2. Name, Address & Daytime Phone Number of Organizer: _____ by Breast cancer
Olivia Boger
65 Middle St., Newburyport, MA 01950
617-710-2172
3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up _____
Olivia Boger
65 Middle St., Newburyport, MA 01950
617-710-2172
4. Date of Event: May 10, 2019 Expected Number of Participants: ~200
5. Start Time: 6:30 pm Expected End Time: 9 pm
6. Road Race, Parade or Walkathon Route: (List street names & attach map of route): Runway for Recovery
Will be an event taking place on Inn street. A new local
event to bring awareness to the NBPT community about the
organization. It is an event to honor community members who
have fought breast cancer and support local businesses.
7. Locations of Water Stops (if any): NO
8. Will Detours for Motor Vehicles Be Required? NO If so, where? _____
9. Formation Location & Time for Participants: At Inn street at 6:30 pm
10. Dismissal Location & Time for Participants: At Inn street at 9 pm

11. Additional Parade Information:

- Number of Floats: None
- Locations of Viewing Stations: NO
- 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]
DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 0 Greenleaf St.
Updated February 19, 2019 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. Parks 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**

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: _____



Date: _____

March 13, 2019

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

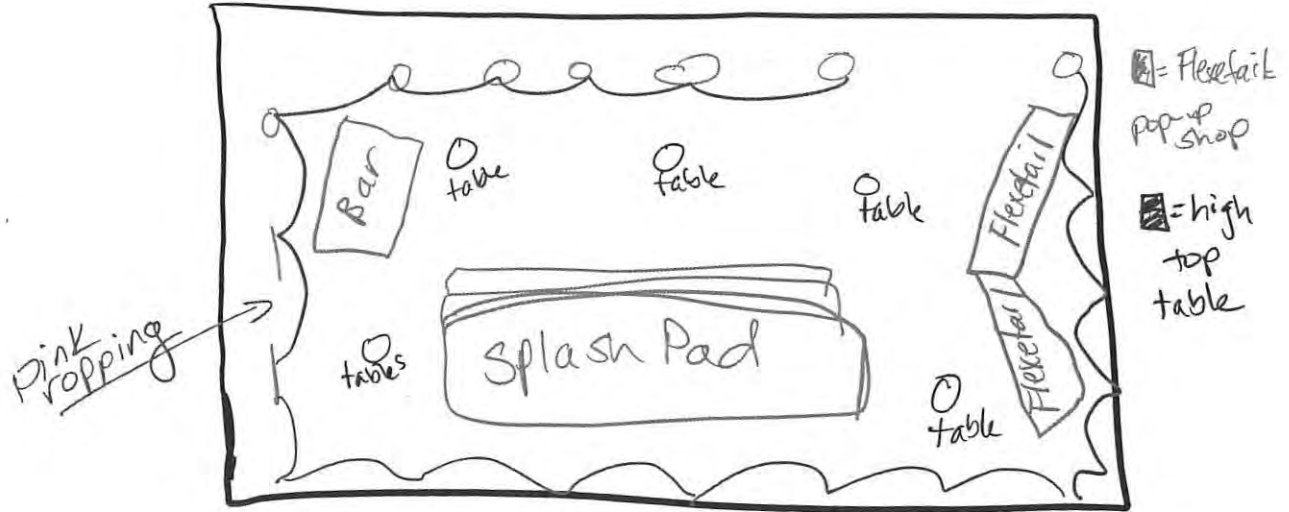
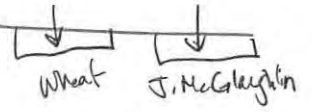
(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police,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

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

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



INN STREET





Sam A. Merabi, DMD, MPH
 7 Brown Square
 (617) 669-4392
portsideDR@gmail.com

CV-04/04/16

EDUCATION

Harvard School of Public Health (Aug. 2005- June 2007)
Boston, MA
 M.P.H., *Master of Public Health* June of 2007
 Concentration in International Health

Tufts University, School of Dental Medicine (Aug. 2001- May 2005)
Boston, MA
 D.M.D., *Doctorate of Dental Medicine* May of 2005

Brandeis University (Aug. 1994- May 1998)
Waltham, MA
 Bachelor of Arts in Anthropology with significant course work in Middle Eastern, Cross Cultural, Behavioral, and Biology studies

EMPLOYMENT

Portside Family Dental; Newburyport, MA (June 2012- present)
 Dentist/Owner

Leominster Family Dentists; Leominster, MA (Aug 2009- May 2012)
 Associate Dentist

Park Avenue Dental Center; Worcester, MA (Jan 2008- Aug 2009)
 Contracting Dentist

Harvard School of Dental Medicine; Boston, MA (Dec 2005- present)
 Clinical Instructor
 Department of Oral Health Policy and Epidemiology

Cambridge Health Alliance; Cambridge, MA (Oct 2005- Dec 2008)
 Department Chief; Chester Douglass, DDS, PhD
 Staff Dentist in the Department of Dentistry
 - Coordination of care with a number of health departments



Presentations:

November 2007, Poster, American Public Health Association annual meeting, Washington D.C.

"A top-down, bottom-up strategy for oral health development: A Case in Malawi"
Sam A. Merabi, DMD, et al.

November 2006, Poster presentation at American Public Health Association annual meeting in Boston, MA

"Promoting the Biomedical Health Model by Developing Innovative Oral Health Prevention Education for High Risk Children in Lusaka, Zambia: A Pilot Qualitative Study of Education Theories" Sam A. Merabi, DMD

December 2005, Poster presentation at American Public Health Association annual conference In Philadelphia, PA

"Comparative Student-run Dental Intervention Programs for Children's Residential Facilities: Boston, Massachusetts vs. Lusaka, Zambia" Sam A. Merabi

Power Point presentation of Project CORRECT at the 2004 American Dental Education Association in Seattle, Washington

Related Experience:

Current: Water Hygiene Development program research in Malawi through a faculty appointment Harvard School of Dental Medicine, Dept. of Oral Health Policy and Epidemiology; working with Safe Water International

March 2007 Received a \$35,000 grant from Raising Malawi, to mount a 3 year funded oral health promotion program for an orphan population of 4,000. Phase one of the program will begin June 2007. Annual funding of \$20,000 is expected to be renewed for 2 years. The program will partner Raising Malawi with HSDM-OHPE, Cambridge Health Alliance Dept. of International Partnerships, and Child Dental Relief, Inc.

March 2007 Lead a 2 week oral health intervention program in Lusaka Zambia for the Bwafano Home for Children, Budget \$15,000

August 2006 Lead a 2 week oral health intervention program in Lusaka Zambia for the Bwafano Home for Children. Budget \$15,000

December 2004 Lead a three week dental relief program for orphans and AIDS hospices in Lusaka, Zambia. managing a \$55,000 budget.

(2002-Present) Founder/Leader of Project CORRECT (Child Oral Rehabilitation, Residential, Education, Counseling and Therapy); Student volunteer initiative that promotes oral health in long-term residential care units for children; Currently, a running program for Tufts University School of Dental Medicine

**APPOINTMENTS
FIRST READING**



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

CITY CLERK'S OFFICE
NEWBURYPORT, MA

2019 MAR 21 PM 4:26

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: March 21, 2019
Re: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Community Preservation Act Committee representing the Historical Commission This term will expire on April 1, 2022.

Ron Ziemba
58 Lime Street Unit 1
Newburyport, MA 01950

Lois Honegger

From: Ron ziemba <ziembaron@gmail.com>
Sent: Wednesday, January 24, 2018 11:30 AM
To: Lois Honegger
Subject: Historical Commission

Mayor's Office
c/o Lois Honegger
Newburyport City Hall
60 Pleasant Street
Newburyport MA 02950

Dear Mayor Holaday:

This letter is to declare my strong interest in an appointment to fill the current opening on the Newburyport Historical Commission.

I believe my education and experience; deep knowledge of Newburyport's storied history and valued historical assets; and proven ability to work together in a volunteer group setting qualify me as a strong candidate for this position. In addition to you and Lois, I'm known to most City Council members, Kate Newhall-Smith, and other Planning Department personnel.

I've made many significant volunteer contributions to the city's cultural nonprofit world since coming to Newburyport six years ago, including the lead role in creating and producing the March 2017 program "CODEBREAKER: Gordon Welchman in Bletchley Park and Newburyport;" board memberships in the Friends of the Library and Newburyport Chamber Music Festival, and four years of participation in the Newburyport Cultural Council.

I would very much value the opportunity to bring my interests and abilities to bear on the activities of the Newburyport Historical Commission.

My resume appears below. I'm available to meet with the appropriate city officials at any mutually agreeable time.

Sincerely,
Ron Ziemba

RESUME

RONALD S. ZIEMBA
58 LIME STREET, UNIT 1
NEWBURYPORT, MA 01950

413-575-5699

Ziembaron@gmail.com

SUMMARY:

Broad-based corporate and marketing communications experience, including strategy development, program execution, administrative oversight. Experience includes cultural non-profits in Newburyport, as well as corporate experience in financial services, consumer products, utilities, academia, and business and general media including The Wall Street Journal.

Proven achiever in positioning organizations for key internal and external audiences. High-energy self-starter who shapes marketing and communications strategies to affect change and support operating unit objectives. Strong record of successful interaction with top management.

EXPERIENCE:

2014-Present

Marketing consulting for cultural non-profits
Newburyport, MA

Since retiring from full-time employment in 2012, I have established a strong local niche in marketing, communications, and editorial consulting in the world of cultural non-profit organizations in and around Newburyport, MA. This consulting work has encompassed media relations, news releases, speeches and presentations, advertising copywriting and placement, social media, member communications, and graphic design and photography management, among others. My work since 2014 has led to board memberships in the Friends of the Newburyport Public Library and the Newburyport Chamber Music Festival,

where I served as interim board president. I am currently a member of the Newburyport Cultural Council, Newburyport Master Plan Steering Committee, Newburyport Public Library Strategic Planning Advisory Committee, Museum of Old Newbury, Newburyport Choral Society, Newburyport Art Association, and the News & Views discussion group. I have worked with Jean Doyle on her recent historical presentations about Newburyport.

2000-2012:

Director of Marketing and Communications (Retired August 2012)

SPRINGFIELD COLLEGE

Springfield, MA

The Birthplace of Basketball, this private college was founded in 1885 and today has 5,000 students at its home campus and nine other locations around the United States. Responsible for all marketing and communications programs for the college, including media relations, admissions marketing, sports communications, alumni and development communications, presidential speechwriting, graphic design. Also served as acting director of community relations and author, editor and publisher of hard-cover 125th anniversary historical volume. Staff: 10. Budget: \$800,000. (Retired 8/12)

1997-1999:

Vice President, Communications

HEXCEL CORPORATION

Stamford, CT

New York Stock Exchange-listed manufacturer and marketer of composite materials, with facilities worldwide. Responsible for media relations, financial communications including annual report, corporate identification program, audio-visual presentations, speechwriting. Liaison with divisional communications officers. Staff: 2 internal, outside agencies.

Budget \$1 million.

1994-1996:

Vice President, Communications

RELIANCE GROUP HOLDINGS

New York, NY

NYSE-listed insurance holding company with interests in property-casualty and title insurance. Responsible for media relations, financial communications including annual report, speechwriting, corporate identification program, corporate philanthropy, internal communications. Joint responsibility for investor relations with Vice President and Treasurer. Liaison with subsidiary communications officers. Staff: 2 internal, outside agencies. budget: \$2 million.

1989-1994:

Vice President, Corporate Relations

EASTERN ENTERPRISES

Weston, MA

NYSE-listed utility holding company, parent of Boston Gas Company and Midland Enterprises. Responsible for investor relations (including daily contact with analysts and large investors), media relations, financial communications including annual report, internal communications, speechwriting, corporate identification program, corporate philanthropy (charitable foundation). Staff: 3 internal, outside agencies. Budget: \$2.5 million.

1985-1989:

Vice President, Public Relations

THE TRAVELERS CORPORATION

Hartford, CT

NYSE-listed insurance and financial services company. Strategy development, execution, oversight for corporate and marketing public relations. Functional responsibilities: media relations,

financial communications including annual report, internal communications, speechwriting, corporate identification program, marketing public relations, newsletter services (desktop publishing). Staff: 25 internal, outside agencies. Budget: \$4 million.

1978-1985:

Director of Corporate Communications
CHESEBROUGH-POND'S INC.

Greenwich, CT

NYSE-listed international branded consumer products company.

Responsible for financial communications including annual report, media relations, employee communications, speechwriting, corporate advertising, audio-visual presentations. Staff: 4, internal, outside agencies. Budget: \$2 million.

1968-1978:

Second Vice President, Corporate/Marketing Communications
(1977-1978)

Assistant Vice President, Advertising/Sales Promotion (1973-1977)

Director of Corporate Communications (1970-1973)

Editor of Field Publications (1968-1970)

NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY

Boston, MA

Responsibilities included advertising, sales promotion collateral, direct response, sales contests, conference staging, editorial services, employee communications, annual report, speechwriting, TV studio, graphic design, photography. Staffs: 3-25 internal, outside agencies. Budgets: \$200,000-\$4 million.

1967-1968:

Editor of Field Publications

STATE MUTUAL LIFE ASSURANCE COMPANY OF
AMERICA

Worcester, MA

1964-1967:

Layout Editor, The Wall Street Journal
DOW JONES & COMPANY, INC.
Chicopee, MA

1964:

General Assignments Reporter, The Springfield Union
SPRINGFIELD NEWSPAPERS, INC.
Springfield, MA

EDUCATION:

Chicopee High School
Chicopee, MA
Graduated 1960

Amherst College
Amherst, MA
Graduated 1964, BA degree in English Literature.

Ron Ziembra
58 Lime Street, Unit 1
Newburyport, MA 01950
413-575-5699
Ziembaron@gmail.com

Ron Ziembra 58 Lime Street, Unit #1 Newburyport MA 01950 413-575-5699 Ziembaron@gmail.com



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

2019 APR -2 AM 11:06

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: April 2, 2019
Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the License Commission. This term will expire on May 1, 2025

Bruce Bergwall
32B Bromfield Street
Newburyport, MA 01950

March 21, 2019

Honorable Mayor Holaday
Office of the Mayor
Newburyport City Hall
60 Pleasant Street
Newburyport, MA 01950

Bruce Bergwall
32B Bromfield Street
Newburyport, MA 01950

Dear Mayor Holaday:

I'm writing to let you know of my fervent desire to join the Newburyport Licensing Commission. I had the opportunity to see the Commission in action earlier this month, and I'd be honored to serve our community in supporting their mission. I believe my experience and good judgment along with the ability to work collaboratively are skills that will complement those of Craig, Betty, Greg, and Ted.

Please find attached a copy of resume and I hope you look favorably on my appointment.

Thank you in advance for your time and consideration.

Warmest regards -

A handwritten signature in cursive script, appearing to read 'Bruce Bergwall', written in black ink. The signature is fluid and somewhat stylized, with a large initial 'B' and 'B'.

Bruce Bergwall

[Bruce Bergwall](#)

32B Bromfield Street, Newburyport, MA 01950 (518) 265-6882 bbergwall@gmail.com

Summary:

Bruce is an award-winning, business & corporate development executive with a deep understanding of strategy, video-based training and growing a business. He is a seasoned pro with a record of success in helping clients deliver on their mission critical priorities. Bruce's success is rooted in his insatiable curiosity, ability to work collaboratively and desire to win. His expertise is sought out by industry leaders, associations and is a frequent speaker technology, learning and business strategy.

Record of Accomplishments:

Woz U Scottsdale, AZ February 2018 to present

Sr. Vice President of Business Development

Lead new B2B strategy to drive enrollments from F100 employers. Secured new multi-million dollar agreement with Allegis Group to provide Woz U's training to their 200,000 employees. Launched new WIB-funded "culinary boot-camp" for Aramark. Collaborated in development of new Talent Network that connects skilled employees with employers.

PEARSON, Boston, MA September 2013 to February 2018
Director, Business Development

Accelerated Pathways Team - January 2016 - February 2018
Founding member of team that co-created AP offering to drive revenues from employers. Secured new and pending opportunities including SILA, Penguin Random, Verizon, Aramark and Lumerit.

Higher Ed Markets - Private sector September 2013 - December 2015

Awarded Pearson's top-performing BD for 2015 with \$24M+ in rev. signed.

Atwood Capital Partners New York, NY Oct. 2012 - Sept '13
Member FINRA/SIPC
Managing Director

Google, Mt View, CA May 2011 - March 2013
B2B Consultant for new "Caravan" solution

Panopto, Inc. Pittsburgh, PA November 2010 to July 2012
Senior Vice President Sales, NA

CompareNetworks, Inc. South San Francisco, CA Oct 2009-Nov 2010
Vice President of Business Development

GlobalSpec, Inc. E. Greenbush, NY
Vice President of Business Development

Sept 2005-Sept 2009

Thomson. Clifton Park, NY/Ann Arbor, MI
Sr. Director, Business Development

Oct 1998 - August 2005

Bergwall Video Productions, Inc. Chadds Ford, PA
President/Founder

May 1985 - Oct 1998

Founded, grew and sold business to Thomson in October 1998 after producing over 500 educational TV programs. Pioneer in MPEG1 technology and its use.

Education:

The New School (NYU) Certificate: Television Production

University of Pennsylvania Bachelor of Arts, Economics

Articles/Interviews:

[Bruce Bergwall interview with C-Suite \(12/2018\)](#)

"Eight Great Reasons to Include Multimedia in your Instruction"
Published in Technical Education

"Merging the Impact of a TV with the Power of the PC."
Published in Media & Methods

Three things online learning can learn from online advertising



CITY OF NEWBURYPORT

OFFICE OF THE MAYOR

DONNA D. HOLADAY, MAYOR

CITY CLERK'S OFFICE
NEWBURYPORT, MA

60 PLEASANT STREET - P.O. Box 550

NEWBURYPORT, MA 01950

978-465-4413 PHONE

978-465-4402 FAX

2019 MAR 20 PM 1:42

To: President and Members
of the City Council

From: Donna D. Holaday, Mayor

Date: March 20, 2019

Subject: Re-Appointment

Donna D. Holaday
Tea

I hereby re-appoint, subject to your approval, the following named individual as a member of the Community Preservation Act Committee. This term will expire on May 1, 2022.

Donald F. Little
6 Cottage Court
Newburyport, MA 01950



CITY OF NEWBURYPORT

OFFICE OF THE MAYOR

DONNA D. HOLADAY, MAYOR

CITY CLERK'S OFFICE
NEWBURYPORT, MA

2019 MAR 20 PM 1:42

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: March 20, 2019

Subject: Re-Appointment

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

Brian Greenberg
29 Lafayette Street
Newburyport, MA 01950

Brian M. Greenberg
brian.greenberg8@gmail.com

978/255-1168 (H)
www.words-with-impact.com

301/272-0199 (C)

SUMMARY

A seasoned writer, editor, and project manager with over thirty years of experience in non-profit administration/management and federal grants; writer and editor for education/training materials, as well as promotional/marketing materials.

WORK HISTORY

2009-Present	Free-lance Technical and Educational Writer, Words-With-Impact.com
2012-Present	Speech-To-Text Transcriber for Deaf and Hearing-Impaired Individuals
1997-2009	Project Manager, AARP Driver Safety Program (American Association of Retired Persons), Washington, DC
1987-1997	Senior Program Specialist, AARP SEE Program and AARP Senior Community Service Employment Program (US Department of Labor Grant to AARP)
1983-1987	Administrative Specialist - AARP Criminal Justice Services Program
1983-1985	Adjunct English Professor - Capitol College, Laurel, MD

PROVEN ABILITIES AND RESULTS

▶ Technical/Educational Writing and Program Development -

- Coordinated development, research, writing, editing, field testing, training rollout and implementation of the classroom AARP Driver Safety Program, Sixth Edition. Managed the input of staff, volunteers, course participants, task groups, external consultants and subject matter experts.
- Coordinated access to AARP programs by deaf and hard of hearing individuals.
- Wrote and updated policies, procedures, and guideline manuals in areas of worker safety and promotion/marketing techniques.
- Worked with AARP's Office of General Counsel and field office Legislative staff to effect regulatory or legislative change to provide automobile insurance discounts for Driver Safety Program in-classroom and online course participants.
- Successfully developed, launched, marketed and managed the first nation-wide AARP (American Association of Retired Persons) Driver Safety Online Course, an online driver safety program for seniors. Work involved concept and RFP development, vendor selection, and course content writing/development. Over 250,000 participants with revenues of \$4M.

▶ Program Promotion/Publicity/PR and Marketing -

- Served as spokesperson for the programs, appearing in or contributing to local and national print, radio, TV and VNR interviews, and national conferences (internal and external) to promote the program. Wrote brochures and other promotional materials for programs and AARP publications.
- Developed and implemented targeted marketing mailings for volunteer and student recruitment, engaging over 3,000 volunteers and over 160,000 course participants recruited, representing diversity in age, gender, language, and ethnicity.

▶ Management and Field Relations/Support

- Wrote safety procedures, policies, and safety education materials for 108 field staff and 12,000 enrollees of a US Department of Labor employment program to reduce workers' compensation claims.

PROVEN ABILITIES AND RESULTS (continued)

▶ **Management and Field Relations/Support (continued)**

- Provided management support, problem solving and project assistance to AARP State Office Staff and Driver Safety State/Regional volunteers

▶ **Budget Management/Development/Planning -**

- Formulated and developed annual \$48 M grant budget and coordinated grant application process. Developed systems for monitoring annual 7.5 M admin budget.
- Developed and monitored spreadsheet macros for processing frequent amendments to grant program contracts.

▶ **Grants/Project Management and Advocacy -**

- Prepared annual grant application for the Title V Senior Community Service Employment Program grant to AARP from the U.S. Department of Labor.
- Collaborated and negotiated with state government agency/DMV officials in regulatory compliance issues for both AARP's classroom and online driver safety courses.
- Coordinated campaigns with AARP Advocacy to achieve mandatory discounts for participants of the AARP Driver Safety classroom and online courses.

PUBLISHED DOCUMENTS and ARTICLES

- "Volunteer Spotlight" columnist for Washington DC public radio station WAMU 88.5 FM's Airwaves monthly e-newsletter.
- "Volunteer Jobs Can Launch Paying Careers," The Beacon Newspaper, Chevy Chase, MD
- "The AARP/SCSEP Safety Program: A Policy/Procedure Guidebook for Project Directors and Safety Assistants"
- "Education and Remedial Programs: Helping Adults Maintain Safe Driving Abilities," in Maximizing Human Potential, a publication of the American Society on Aging

EDUCATION

M.Ed. in Continuing and Adult Education, Boston University

B.A. in Literature, Maharishi University of Management, Fairfield, IA

COMMUNITY VOLUNTEERING

Board of Directors, Newburyport Choral Society

Firehouse Center for the Arts

REFERENCES

Provided upon request.

April 13, 2016

Re: Letter of Interest – Serving on the Newburyport Commission on Disabilities

Dear Mayor Holaday,

This letter is written to request appointment to the Newburyport Commission on Disabilities (NCOD).

I've had a lifelong interest in trying to help people who are deaf, and people with hearing loss, to have increased access to their communities. It began in the 1970's in high school when I had a close friend whose parents were deaf and, if not for my "hearing" friend (i.e. their daughter), her parents would have had severely limited access to services or people outside of their "deaf community".

My interest continued through graduate school at Boston University, where I took an elective course in "The Culture and Language of the Deaf".

During my 26-year career at AARP, I had the opportunity to increase access to two of AARP's major programs by individuals who were deaf or who had hearing loss. One of these was a Federally-funded jobs re-training program for low-income seniors, and the other was a classroom Driver Safety Course. With the latter program, I instituted training for classroom instructors who were deaf, so that they could teach the driving course to AARP members and non-members using American Sign Language.

In my post-career "semi-retirement" I learned a special keyboard software called "Typewell" that helps me transcribe speeches and lectures. For nearly four years I have been helping university students who are either deaf or have a hearing loss by transcribing their professor's lectures in real time. It has been gratifying and very much a privilege to help these students of Nursing, Social Work, Interior Design, and other fields achieve their educational and career goals.

In terms of my volunteer activities, I have served as a part of a newspaper reading service for the blind in Washington, DC known as "The Washington Ear". Also, one of my fellow basses in the Newburyport Choral Society is blind, and I and several other basses have a carpool to make sure he has full access to rehearsals and to being a fully participating chorus member.

I learned about the NCOD last year at a block party on my street, where I first met my neighbor and NCOD member Dr. Barry Spiro. Barry strongly encouraged me to attend a NCOD meeting. I have now attended 3 or 4 meetings, and I would like to be officially appointed to the Commission. I feel my writing and educational/training background can assist the Commission with the implementation of some of its programs and services. I understand that if appointed, I would serve for a 3-year term.

Thank you so much, Mayor Holaday for your consideration of my request. Attached to this email is a copy of my resume.

Sincerely,

Brian

Brian Greenberg
29 Lafayette Street
Newburyport, MA 01950

Phone: 978/255-1168
Cell/text: 301/272-0199

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



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 15th, April 15th, July 15th, and October 15th 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.

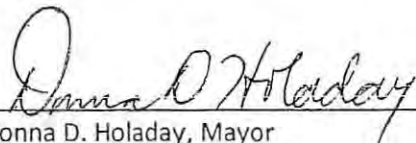
Sincerely,



Michael Dissette
Chair, Community Preservation Committee

Acknowledged and Agreed

The City of Newburyport,



Donna D. Holaday, Mayor

Central Congregational Church, United Church of Christ,

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

**APPOINTMENTS
FIRST READING**



CITY OF NEWBURYPORT

OFFICE OF THE MAYOR
DONNA D. HOLADAY, MAYOR

CITY CLERK'S OFFICE
NEWBURYPORT, MA

2019 APR -3 AM 11:58

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: April 3, 2019
Re: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Newburyport Redevelopment Authority to fulfill the open position that was temporarily held by Robert Uhlig as a hold over. This term shall expire on April 10, 2024.

Richard Person
4 Wrights Court
Newburyport, MA 01950



RICHARD F. PERSON

4 Wrights Court
Newburyport, MA 01950
978-618-2211 ~ rich@smarthive.io

CEO and entrepreneur adept at launching companies and generating profitable growth by targeting emerging, unexploited markets and new business opportunities.

An accomplished CEO and entrepreneur, Richard Person has a keen ability to identify new opportunities in unexploited markets. He has built three global software companies from the ground up and swiftly made them into multimillion-dollar success stories. Engaging his diverse array of skills in brand development, marketing, strategic planning, technology, and customer intelligence, Richard has excelled in conceptualizing, developing, and executing initiatives that have propelled companies into profitable, globally-recognized organizations. In addition to his executive acumen, Richard is a visionary thinker known for his expertise in complex data analytics, information management, and security solutions. He holds two patents pertaining to IP security, has built software solutions that attracted government security agencies and Fortune 1,000 companies worldwide, and has served as an advisor on a Hollywood motion picture and several spy novels.

Companies and organizations of all types are searching for new ways to better understand how business strategy, customer intelligence, and security intersect. Mr. Person seized the opportunity to leverage his knowledge and skills in fulfilling this market niche.

Mr. Person has most recently served as CEO of VakPad, an advanced, Quantum-proof encryption solution based in Silicon Valley, and as Strategic Advisor to Smart Hive, a real time threat intelligence sharing solution using anonymized data from like-minded organizations within networks or “Hives” and as Founder and Partner of Bletchley Park Partners, a cyber security consulting practice.

Mr. Person also served as Senior Advisor to a Guggenheim Partner funded company Threat Pattern managing a team of former CIA Intelligence officers and analysts developing intelligence and counter intelligence strategies to protect business assets.

Mr. Person founded DNS Enterprise in 2006. As CEO and majority shareholder, he devised software solutions that attracted the attention of 80% of the Fortune 1,000 as well as major government security organizations worldwide. He developed DNS Enterprise into one of the world’s most trusted brands for comprehensive forensic analysis and troubleshooting of name and email servers with more than 35,000 customers in virtually every country. Among them: the FBI, CIA, NSA, INTERPOL, the World Health Organization, the Department of Defense, U.S. military branches, Microsoft, Google, AT&T, Verizon, and the World Bank. In 2010 DNS Enterprise was acquired by Solar Winds, a Bain and Insight Ventures backed company.

From 2001-2005 Mr. Person served as Chairman and CEO of Poindexter Systems (now Xplusone). Mr. Person helped to make it one of the world’s leading providers of digital media optimization solutions. Xplusone was acquired by Rocket Fuel in 2011.

Mr. Person demonstrated his resourcefulness and diversity of talent by establishing and substantially growing world-class capabilities in design, direct marketing, analytic consulting, and digital design while serving as Executive Vice President and Managing Partner of Mullen Advertising & Marketing and Hill, Holiday. His efforts laid the groundwork for the future success of these companies resulting in the acquisition of both Mullen and Hill, Holiday by Interpublic Group in 1999.

At Ingalls, Quinn & Johnson, Richard spearheaded marketing and advertising campaigns for Converse, the Boston Globe, and Sprint as Executive Vice President and Creative Director. Prior to that he served as Executive Vice President of The RTC Group, where he expanded the firm's marketing and communications capabilities and diversified the firm's client base. Richard's earlier career involved providing advanced data analytics and targeted marketing campaigns for high-profile clients as a senior-level executive for companies that included Epsilon, Cabot Advertising, and Bronner, Slosberg, Humphrey.

Mr Person holds a Bachelor of Arts in Political Science from Northeastern University.

ORDERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Introduced April 8, 2019

AN ORDER TO ADJUST THE FLOW OF VEHICULAR TRAFFIC IN CONNECTION WITH THE TITCOMB STREET GARAGE

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

WHEREAS, pursuant to Special Condition 2 of the Decision of the Planning Board granting Site Plan Approval and a Downtown Overlay District (“DOD”) Special Permit for the so-called Newburyport Intermodal Transit & Parking Facility at 83 Merrimac Street (the “Titcomb Street Garage”), filed with the City Clerk on July 18, 2017 (“2017 Planning Board Decision”), prior to the issuance of an Occupancy Permit for such facility, for its use by any vehicles, including municipal, the Office of Planning and Development of the City of Newburyport must provide the following additional documents, among others, to the Planning Board:

- a. “The final **Phase II Traffic Impact Study**, addressing potential traffic from the proposed facility as well as ‘future build’ conditions that may result from additional development proposed by New England Development (NED) in the so-called ‘Waterfront West’ area and opening of the so-called ‘Merrimac Ale House’.... Said Study shall include consideration of potential traffic impacts to the intersection at Merrimac Street and Route One as well as the downtown area in general;” and
- b. “A **Traffic Flow Study and management Plan**. The city shall provide evidence of a signed contract in place with a traffic consultant with specific traffic flow management experience to develop a traffic flow study and management plan for downtown Newburyport. The minimum geographic scope shall include the area bounded by Kent Street, Merrimac St. (through market Square) along Water Street, up Federal Street and long High Street back to Kent Street. The consultant shall begin observations immediately after the garage is open. The consultant shall, if necessary make short term recommendations to improve traffic flow The consultant shall study traffic for at least one full summer season (May 1 to Sept 30) at least six times during the anticipated peak congestion times. The consultant shall recommend traffic flow improvements including , but not limited to:

- i. Changing the direction of any street, making any street one way, or two way
- ii. Removing or adding signalization to any pedestrian or street intersection
- iii. Using technology to synchronize flow
- iv. Considering the delivery schedule impacts of businesses in the geographic area
- v. Changes to parking rates to minimize cruising for parking

WHEREAS, pursuant to Order 45 of 2017, approved by the City Council on August 28, 2017, and signed by Mayor Donna D. Holaday on August 31, 2017, the City of Newburyport appropriated in the form of a bond order the sum of approximately \$3.7 million to pay costs of constructing the Titcomb Street Garage, including certain mitigation, all in substantial conformity with those certain plans, specifications, and cost estimate submitted to and considered by the City Council at its August 28 2017, meeting; and

WHEREAS, construction of the Titcomb Street Garage is nearly complete, and a certificate of occupancy is expected to issue during May 2019; and

WHEREAS, as of the date of this Order, Special Conditions 2.a. and 2.b. of the 2017 Planning Board Decision, reprinted above, have not been satisfied; and

WHEREAS, the Titcomb Street Garage is expected to cause significant vehicular traffic in its immediate area upon its opening; and

WHEREAS, on March 21, 2019, the City's Traffic Safety Advisory Committee ("TSAC") met at a duly noticed public hearing, and discussed, among other things, possible adjustments to the direction of City streets to mitigate potential negative impacts due to expected vehicular traffic associated with the Titcomb Street Garage; and

WHEREAS, TSAC has recommended that the City of Newburyport effect the following changes to its regulations of vehicular traffic with the advent of the Titcomb Street Garage: (a) restore two-way traffic on (i) Green Street between High Street and Pleasant Street, and (ii) Pleasant Street between Titcomb Street and Green Street; and (b) eliminate parking on the northerly side of Pleasant Street in front of City Hall to create sufficient width for two-way vehicular traffic; and

WHEREAS, the City Council finds that adoption into law of such recommendation by TSAC serve the public interest of the residents of the City of Newburyport, including, without limitation by promoting the safe, commodious, and efficient flow of vehicular traffic downtown; and

WHEREAS, pursuant to Section 13-46. – *Placement of devices* of Article III. – *Traffic Control Devices* of Chapter 13. – *Traffic and Motor Vehicles* of the Code of Ordinances, the City Council is authorized, and as to those signs and signals required in such Chapter 13 it shall be its duty, to place and maintain or cause to be placed and maintained all official traffic signs, signals, markings and safety zones;

NOW, THEREFORE -- effective June 19, 2019 -- the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended by amending (a) existing Section 13-121. – *Established* of Division 3. – *One-Way Streets*, (b) existing Section 13-136. – *Stop signs designated* of Division 4. – *Stop and Yield Intersections*, existing Section 13-152. – *Right turns required* of Division 5. – *Turning Lanes*, (c) existing Section 13-168. - *Parking restricted on certain streets* of Division 6 – *Stopping, Standing and Parking*, (d) existing Section 13-173. - *Parking restricted on certain streets* of Division 6 – *Stopping, Standing and Parking*, (e) existing Section 13-176.1. - *Parking restricted on certain streets* of Division 6 – *Stopping, Standing and Parking*, and (f) existing Section 13-179. - *Parking restricted on certain streets* of Division 6 – *Stopping, Standing and Parking*, in all cases of Article IV. – *Specific Street Schedules* of Chapter 13 – *Traffic and Motor Vehicles*, to read as follows, with deletions ~~double-striken through and italicized~~, and additions double-underlined and italicized:

Sec. 13-121. – Established.

...	Green Street	Northeasterly from High <u>Pleasant</u> Street to Merrimac Street
...	Pleasant Street	Westerly <u>Northwesterly</u> from State Street to Summer Street <u>Green Street</u> , and from <u>Titcomb Street to Summer Street</u>
...	Titcomb Street	Southerly from Pleasant Street to Washington Street <u>Northeasterly from Washington Street to Pleasant Street</u>

Sec. 13-136. – Stop signs designated.

Stop signs shall be installed at the intersection of Pleasant Street and Green Street to control vehicular traffic traveling both southwesterly and northeasterly on Titcomb Street and, in both cases, turning southeasterly onto Pleasant Street.

Sec. 13-152. – Right turns required.

Vehicles traveling southerly on Green Street in the right lane of the roadway shall make the indicated right turn at High Street.

Vehicles traveling easterly on Pleasant Street in the right lane of the roadway shall make the indicated right turn at Green Street.

Sec. 13-168. – Parking restricted on certain streets.

...

Pleasant Street	North side from State Street to a point 40 feet west of State Street.
Pleasant Street	North side from a point 115 feet west of State Street to a point 210 feet west of State Street.
	South side from a point 150 feet west of State Street to a point 225 feet west of State Street.
	<u>Northeasterly side, from Green Street to a point 100 feet northwesterly of Green Street.</u>

...

Sec. 13-173. – Mail box zones.

...

<u>Street</u>	<u>Zone</u>
Green Street	Southwesterly side for a distance of approximately 40 feet in a northerly direction between Brown Square and Pleasant Street <u>Southeasterly side, from end of U.S. Post Office Building driveway to intersection of Pleasant Street</u>

Sec. 13-176.1. – Same—Thirty minutes.

...

<u>Street</u>	<u>Zone</u>
Green Street	Post office side, from end of post office driveway to intersection of Pleasant Street <u>Northwesterly side, beginning at Brown Square right of way for a distance of approximately 22 feet in a northeasterly direction toward Pleasant Street</u>
Pleasant Street	South westerly side from the <u>U.S. Post Office Building</u> D driveway to Green Street.
Pleasant	North side, 3 spaces in front of City

	Hall. <u>Northeasterly side from Unicorn Street to Green Street.</u>
Pleasant	Southwesterly side from Unicorn Street to Green Street.

...

Sec. 13-179. – Handicap Parking.

...

Pleasant Street:

~~In front of the General Store~~ The first space after Inn Street on the northeasterly side.

In front of ~~City Hall~~ 66-68 Pleasant Street (Parcels 47-6 and 47-7).

The first space after the driveway leading from the U.S. Post Office Building.

...

Councillor Jared J. Eigerman

Councillor Heather L. Shand



Downtown Newburyport Proposed 2019 Traffic Flow Changes Conceptual Diagram - Existing Conditions



Downtown Newburyport Proposed 2019 Traffic Flow Changes Conceptual Diagram - Proposed Conditions



CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

NEWBURYPORT CITY COUNCIL

A Resolution by the City of Newburyport in Support of Massachusetts Senate Bill S. 490 and Massachusetts House Bill H. 751 entitled "An Act Promoting Awareness of Sewage Pollution in Public Water"

- WHEREAS,* It is the policy of the City of Newburyport pursuant to Massachusetts General Law Chapter 111, Section 31, to make reasonable rules and regulations to educate, promote, improve and protect the public health and well-being of the citizens of the City of Newburyport, while contributing to building a healthy community and environment in which to live; and
- WHEREAS,* The Merrimack River is an integral part of the recreational community space for the City of Newburyport and its swimmers, paddlers, boaters, household pets, etc.; and
- WHEREAS,* Untreated sewage has been released into the Merrimack River in magnitudes of millions of gallons due to Combined Sewer Overflows ("CSOs") from upstream antiquated sewage treatment plants; and
- WHEREAS,* Sewer operators are only required to report CSO events to state and federal agencies and not to the public; and
- WHEREAS,* Legislation has been introduced in session jointly by the Massachusetts Senate (S. 490) and House of Representatives (H. 751), entitled "An Act Promoting Awareness of Sewage Pollution in Public Water"; and
- WHEREAS,* Said bills call for sewage treatment plants to notify the public within 2 hours of CSO's and conduct tracking on the amount of sewage released for public records for all rivers in Massachusetts including the Merrimack.
- BE IT RESOLVED,** That on this ___ day of April in the year Two Thousand and Nineteen, the City Council of Newburyport hereby declares its support for said bill entitled "An Act Promoting Awareness of Sewage Pollution in Public Water"
- BE IT FURTHER RESOLVED,** That the City Clerk shall cause a signed copy of this resolution to be delivered to the Massachusetts Joint Committee on Environment, Natural Resources and Agriculture

ATTEST: Members of the Newburyport City Council

Sponsored by Barry Connell, City Councillor At Large

Afroz Khan, City Councillor At Large

Date: April 4, 2019
To: Newburyport City Council
From: Barry Connell, City Councillor At-Large
Afroz Khan, City Councillor At-Large
Subject: Combined Sewage Overflow (CSO) Legislation Support

Purpose

The purpose of this memorandum is to provide context on a proposed resolution in support of two bills in the State House related to mandating public notification when untreated sewage is discharged into all rivers in the state of Massachusetts, including the Merrimack River.

Background

A combined sewer system (CSS) collects rainwater runoff, domestic sewage, and industrial wastewater into one pipe. Under normal conditions, it transports all of the wastewater it collects to a sewage treatment plant for treatment, then discharges to a water body. The volume of wastewater can sometimes exceed the capacity of the CSS or treatment plant (e.g., during heavy rainfall events or snowmelt). When this occurs, untreated storm water and wastewater, discharges directly to nearby streams, rivers, and other water bodies. This is known as a Combined Sewage Overflow (CSO) discharge.

CSO discharges are regulated by MassDEP and US EPA in accordance with state and federal CSO policies and the State Water Quality Standards. In the event of an overflow or bypass of a sanitary sewer, the facility must notify MassDEP and other state and federal entities within 24 hours. While public notification has been mandated in some states, this is currently not the case in Massachusetts.

Combined Sewage Overflow Related Bills

At the start of the Massachusetts 2019-2020 legislative session the following bills have been filed related to CSOs.

- An Act Promoting Awareness of Sewage Pollution in Public Waters (S. 490) and (H.751) – 34 co-sponsors(S), 69 co-sponsors (H)
- An Act Relative to Notification of Potential Water Pollution in the Merrimack River (S. 458) – three co-sponsors
- An Act to Create a Merrimack River District Commission (S. 457) – four co-sponsors
- An Act to Establish a Merrimack Valley River District Council (H. 1809) – three co-sponsors
- An Act Relative to Combined Sewer Overflow (H. 820) – eight co-sponsors
- An Act Requiring Reserve Electric Power at Wastewater Treatment Facilities (H. 752) – 11 co-sponsors

All of the bills noted above were referred to the Joint Committee on Environment, Natural Resources and Agriculture except for H.1809 which was referred to the Joint Committee on

Municipalities and Regional Government. A public hearing was conducted on Tuesday, April 2nd by the Joint Committee on Environment, Natural Resources and Agriculture.

City Council Resolution

The proposed resolution in front of the City Council is in support of S.490 and H.751, An Act Promoting Awareness of Sewage Pollution in Public Waters. This bill passed the Senate last year but was not taken up in the House. For the 2019-2020 legislative session, the bill has been updated and refiled. S. 490 has 34 legislative co-sponsors and H. 751 has 69 legislative co-sponsors. The entire language of S.490/H.751 is provided at the end of this memo.

Due to the increase in CSO events over the past five years, notification to the public is a small step towards resolving a larger issue. As a supportive measure for the benefit of our residents, neighbors and broader community, a copy of this resolution, if passed by the city council, would be provided to the Joint Committee on Environment, Natural Resources and Agriculture.

Language from S.490 and H.751 (as currently written)

SECTION 1. Chapter 21 of the General Laws is hereby amended by inserting after section 43 the following section:-

Section 43A. (a) As used in this section, the following words shall, unless the context clearly requires otherwise, have the following meanings:-

“Combined sewer system”, a sewer system designed to collect and convey storm water runoff and sewage in shared piping.

“Department”, the department of environmental protection.

“Discharge” or “discharging”, a release or diversion of sewage, industrial waste or other effluent, which is untreated or partially treated, including from a combined sewer overflow, that is emitted from an outfall directly or indirectly into waters of the commonwealth.

“Outfall”, an outlet designed for the purpose of allowing a discharge that is part of, or connected to, a combined sewer system, sanitary sewer system or treatment works, including a connection to any such system or facility, intended to allow wastewater to divert or bypass treatment by a facility.

“Permittee”, a person granted a permit under section 43 to operate and maintain a particular outlet for the discharge of pollutants into waters of the commonwealth or a person discharging pollutants from an outlet without a required permit or in violation of the conditions of a valid permit.

(b) A permittee shall issue a public advisory when there is a discharge from the permittee’s outfall, in accordance with this section. The department may allow a permittee to issue a combined advisory message when a weather event or other related occurrence involves more than 1 of the permittee’s outfalls discharging into the same water body or waterway. To continue to inform the public about a discharge or potential environmental hazard from a discharge, a permittee shall update its advisory as required by regulation or directive of the department. The permittee shall make a public announcement in the two largest newspapers in local circulation that public advisories will be issued for discharges and provide information for how the public can register to receive these advisories.

A public advisory shall, to the extent a permittee has the information available and subject to the department’s review, describe in plain language the: (i) outfall’s location; (ii) the approximate time and date when each CSO discharge began and ended; (iii) estimated discharge volume; (iv) overall discharge water quality determined by any pretreatment of the effluent to remove bacteria, solid

wastes and other pollutants; (v) waters and land areas affected or expected to be affected by the discharge; (vi) identity of the outfall permittee; (vii) precautionary measures for the public to avoid health risks from contact with effluent; and (viii) information that the department shall prescribe by regulation or directive.

(c) Not later than 2 hours after the discovery of a discharge from the permittee's outfall, a permittee shall issue a public advisory to the department of public health, the municipal board of health or the health department and town manager or mayor where the outfall is located, and to the department. The department shall adopt regulations relative to the procedures and circumstances in which the permittee must notify municipalities impacted by the outfall; provided, however, notification shall be provided to all municipalities directly affected by such a discharge.

(d) As soon as possible, but not later than 2 hours after discovery of a discharge from the permittee's outfall, the permittee shall issue a public advisory by email or text messaging to individuals that subscribe to receive notifications about a discharge from the permittee's outfall. The department may, by regulation, require that permittees provide advisories by other means, including, but not limited to, telephone voice messaging, online and social media.

(e) A permittee shall work with the department to establish the metering, modeling or other method the permittee will use to determine when a discharge occurs at its outfall to comply with the notification requirements of this section. If an outfall will not have metering equipment to detect and transmit reliable information about a discharge within the timeframes established by subsections (c) and (d), the permittee shall apply to the commissioner for authorization to use another method. The commissioner shall approve the proposed method, provided the permittee can obtain reliable information by such method about any discharge from its outfall and issue public advisories within the timeframes established by subsections (c) and (d).

If the proposed method or the current discharge detection capabilities of the permittee's outfall will not provide timely or reliable information, the commissioner may extend the time for a permittee to issue a public advisory, provided that such time shall be extended only as necessary, and by not more than 24 hours after discovery of the discharge. A permittee that has been granted an extension shall be directed by the department to establish improvements that need to be made, if any, to detect an outfall discharge within the timeframes established by subsections (c) and (d). Upon application of the permittee, the commissioner may waive any requirement under this section related to permittee's outfall, provided that: (i) the outfall is decommissioned; or (ii) there has not been significant discharge from the outfall, as determined by the department, during the preceding 5 years; and (iii) the waiver will not pose a substantial threat to public health or to the environment. A waiver shall be valid for not more than 5 years. Authorizations and waivers allowed by the commissioner under this subsection shall be in writing and shall specify the conditions for each exception.

(f) The permittee shall install and maintain conspicuous warning signage at the location of its outfall and at public access points to waters affected by a potential discharge from permittee's outfall as determined by the department, including entrances to boat ramps, piers and designated swimming areas. Signage shall be suitable for its location and be of the size and form of notice as the department shall prescribe in compliance with this section. Each sign shall include the following information using plain language and symbols to (1) identify the existence of the outfall, (2) inform about any weather events that can cause a discharge, (3) warn of the potential threat to public health by recreating in, or using waters and shores affected by a discharge, (4) recommend precautions for safe recreation around affected waters and shores, and (5) provide information for the public to subscribe to notifications about discharges in area waters. Such signage shall conform to all applicable provisions of federal law and related rules and regulations, notwithstanding current permit requirements. The department shall coordinate with the department of conservation and recreation, municipalities, and other landowners that have public access points that may be affected by a discharge, for the placement and maintenance of such signage on public and private property.

(g) The department shall establish and maintain a public website to provide information about discharge notifications sent by permittees to the department under subsection (b). The website shall display information about current outfall discharges in the commonwealth within 24 hours of the department receiving such data, provide an access point for subscriptions to public advisories regarding discharges and timely updates about those discharges.

(h) Not later than May 15 of each year, the department shall issue a report providing a summary of all outfall discharge activity reported for the previous calendar year, including information about total discharge volumes, frequencies and pretreatment of effluent from any outfall discharging during that year into water bodies or waterways of defined regional areas. Annual reports shall be posted on the department's public website.

SECTION 2. The department shall adopt regulations for the implementation and administration of section 43A of chapter 21 of the General Laws not later than 18 months after the passage of the Act.



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY

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Memorandum

To: Jared Eigerman
City Council
From: Mayor Donna D. Holaday
Molly Ettenborough
Energy Advisory Committee
Date: March 26, 2019
Re: Solar Alternative On-Bill Credits

The City of Newburyport solicited Requests For Proposals (RFP) for Solar Alternative On-Bill Credits (AOBC) as provided for under the new Solar Massachusetts Renewable Target (SMART) program through the Massachusetts Department of Energy Resources. It is the newest program established to support the development of solar in Massachusetts and replaces the popular SREC II solar incentive program.

The SMART takes a page from the previous solar incentive programs and provides a fixed discount on electric utility bills, regardless of the energy market, much like the City's arrangement with the solar farm in Salisbury, of which we receive a fixed discount averaging \$40,000 in savings per year.

We received three proposals from a pool of fifteen companies interested in the RFP. Nexamp has been selected through a vetting process led by members from the City's Energy Advisory Committee and staff. Nexamp currently provides solar services to fourteen public and regional school districts as well as colleges in the Commonwealth. They have submitted over 30 Megawatts (MW) of solar capacity into the SMART program, only 2 MW of which is available to anchor customers. Newburyport would be the anchor customer.

The plan is to apply AOBCs from Nexamp's solar production to the School Department's electric utility accounts. Total savings to the City of Newburyport is estimated to be \$41,000 the first year and total savings close to a \$1 million over a 20 year contractual commitment. The Salisbury solar farm mentioned above is currently being applied to DPS accounts. The Alternative Bill Credit discounts will be a fixed 15% off the National Grid supply portion of the accounts bill.

Newburyport needs to sign a 20 year contract with Nexamp. Attached is a copy of the proposed Nexamp Contract. It has been sent to the City Solicitor for review.

The Nexamp proposal for AOBC through SMART would increase the city's community commitment to renewable energy and utility savings. We urge the City Council to support the City's renewable energy initiatives and authorize the Mayor to sign the Nexamp contract.

CREDIT PURCHASE AND SALE AGREEMENT

This Credit Purchase and Sale Agreement (“*Agreement*”) is entered into as of [REDACTED], 201 [REDACTED] (the “*Effective Date*”) by and between [Project Entity], LLC, a Delaware limited liability company (“*Seller*”), and [REDACTED], a [INSERT ENTITY TYPE AND STATE OF FORMATION] (“*Buyer*”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, Seller finances, develops, owns, operates and maintains solar (PV) electric generation facilities; and

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the Credits associated with Energy generated by the Facility, but not the Environmental Attributes or Tax Attributes, during the Term, subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, warranties, covenants and conditions herein, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLES I DEFINITIONS

When used in this Agreement, capitalized terms shall have the meanings given in the Glossary of Terms, attached hereto and incorporated herein, unless a different meaning is expressed or clearly indicated by the context. Words defined in the Glossary of Terms which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

ARTICLE II TERM

2.1 Term. The Agreement term (the “*Term*”) shall begin on the Effective Date and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th) anniversary of the Commercial Operations Date (the “*Termination Date*”), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Early Termination. This Agreement may be terminated before the Termination Date (the “*Early Termination Date*”):

(a) by Seller, upon thirty (30) days’ notice to Buyer, if Seller, in its sole discretion, determines that (i) prior to the Construction Commencement Date, it should not construct the Facility or (ii) after the Construction Commencement Date it should abandon the Facility as a result of an event of Force Majeure;

(b) by Seller, in accordance with section 4.1 (regarding conditions precedent);

- (c) by either Party, in accordance with Section 4.2 (regarding regulatory change); or
- (d) pursuant to Section 10.3 (regarding financing).

Upon early termination of this Agreement in accordance with this Section 2.2, each Party shall discharge by performance all obligations due to the other Party that arose before the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

ARTICLE III TITLE; COMMERCIAL OPERATION DATE

3.1 Title.

- (a) Under no circumstances shall the Buyer have or retain title to the Facility, Energy, Environmental Attributes, Tax Attributes, generation capacity and ancillary services produced or associated with the Energy or the Facility. If Buyer is deemed to be the owner or provider of any of the above, Buyer shall assign them to Seller, and if Buyer receives any payments for them it shall promptly pay them to Seller. This Section 3.1(a) shall survive the termination of this Agreement.
- (b) As between Seller and Buyer, title to, and risk of loss of, the Credits will pass from Seller to Buyer upon allocation of the Credits to Buyer's Utility Account(s).

3.2 Notice of Commercial Operations Date. Seller shall promptly notify Buyer in writing of the Commercial Operation Date.

ARTICLE IV CONDITIONS PRECEDENT; REGULATORY CHANGE

4.1 Conditions Precedent. Seller's obligations under this agreement are subject to the Facility's connection to the Utility pursuant to any laws, regulations or tariffs qualifying the Facility to generate Credits. Buyer agrees that it will, in good faith, execute any reasonably requested documentation required by any Governmental Authority, including a "SMART Participant Customer Disclosure Form". If the Facility does not so qualify, or if the Facility loses its qualification through no fault of the Seller, then Seller may, but shall not be obligated to, terminate this Agreement by delivering notice to the Buyer. If this Agreement is terminated pursuant to this Section 4.1, the termination shall be effective as of the delivery of such notice without further liability of the Parties to each other, provided that the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice and Section 11.1 (Disputes) shall continue to apply notwithstanding such termination.

4.2 Obligation to Modify Agreement Pursuant to Actions by Governmental Authority. Upon a Governmental Authority order, decision, or regulation implementation, or upon the

TEMPLATE – CITY OF NEWBURYPORT

administration or interpretation thereof by the Massachusetts Department of Public Utilities or the Utility, that (i) materially restricts Seller's ability to deliver Credits to Buyer or to fulfill its other obligations under this Agreement, (ii) materially restricts Buyer's ability to receive Credits, or (iii) disallows the Facility's qualification under laws, regulations or tariffs qualifying the Facility to generate Credits, as appropriate, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use commercially reasonable efforts to conform such amendment to restore the economic benefit to each Party and to do so in a timely fashion. If the Parties, negotiating in good faith, cannot agree concerning conforming to such actions, then either Party may terminate this Agreement. The imposition of an MMRC or any similar charge shall not trigger the obligation to amend this Agreement under this Section 4.2.

ARTICLE V PURCHASE AND SALE OF CREDITS; GOVERNMENTAL CHARGES

5.1 Sale and Purchase of Credits. Beginning on the Commercial Operations Date and continuing throughout the Term, Seller agrees to sell to Buyer, and Buyer agrees to accept from Seller and to pay the Price to Seller for the Quantity of Credits associated with the Energy, as determined by the Meter. Price is stated on Exhibit A, attached hereto and incorporated herein.

5.2 Delivery; Indemnification. Seller shall, in its sole discretion, direct the Utility to deliver the Credits to Buyer under either the Net Metering Program or the SMART Program.

- (a) To deliver the Credits to Buyer, Seller shall direct the Utility to allocate the Credits purchased by Buyer under this Agreement to Buyer's Utility Account(s) (as determined by a process established by the Tariff).
- (b) Buyer understands that the Credits delivered to Buyer in any particular month will be reflected on Buyer's Utility Statement as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on the Utility Statement according to the Utility's billing cycle, which may be up to approximately two (2) months after the Facility generates the Energy associated with the Credits.
- (c) Buyer acknowledges that Seller is relying on commitments made by Buyer under this Agreement for the Facility to receive and maintain qualification as a Community Shared Solar Tariff Generation Unit under the Massachusetts SMART Program. Buyer agrees that it shall not take any action that would cause the Facility not to be qualified as a Community Shared Solar Tariff Generation Unit, and shall cooperate with Seller to assure the Facility's continued qualification.
- (d) Seller will attempt to correct any Utility allocation error and Buyer agrees to cooperate in a timely manner as needed.

5.3 Governmental Charges.

TEMPLATE – CITY OF NEWBURYPORT

- (a) Seller is responsible for any Governmental Charges attributable to the sale of Credits hereunder, whether imposed before, upon or after the allocation and delivery of Credits to Buyer.
- (b) The Parties shall use commercially reasonable efforts to administer this Agreement and implement its provisions to minimize Governmental Charges. If any Credits sales are exempted from or not subject to one or more Governmental Charges, the relevant Party shall, promptly upon the other Party's written request, provide the other Party with all necessary documentation to evidence the exemption or exclusion.

ARTICLE VI PAYMENT

6.1 Payment.

- (a) Beginning with the first Billing Period that Seller delivers Energy to the Utility, Seller shall provide an invoice to Buyer (the "***Invoice***") for the amount due based on the Price multiplied by the Quantity.
- (b) Buyer shall remit payment of the full amount of each Invoice to Seller or its designee by electronic funds transfer (or other means agreeable to Seller) to the account designated by Seller within thirty (30) days following Buyer's receipt of each Invoice. If Buyer does not pay an Invoice within thirty (30) days of receiving the Invoice, the amount due on the Invoice shall bear interest from the date on which the payment was due, through and including the date Seller receives the payment. The annual Interest accrual rate is the Interest Rate.
- (c) Before the Commercial Operations Date, Buyer shall take all actions necessary to allow Seller to electronically access, for the Term, the Utility Statement(s) and account information solely for purposes of fulfilling Seller's obligations under this Agreement.
- (d) The Parties shall resolve Invoice disputes according to Section 6.3 (Invoice Disputes).

6.2 Records and Audits.

- (a) Seller shall maintain accurate operating records in order to properly administer this Agreement.
- (b) Each Party shall keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit the other Party to verify the accuracy of billing statements, invoices, charges, computations and payments for the transaction. During these periods each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records regarding the transactions during the other Party's normal business hours.

TEMPLATE – CITY OF NEWBURYPORT

6.3 Invoice Disputes; Invoice Discrepancies.

- (a) If a Party, in good faith, disputes an Invoice, including disputes under Section 6.3(b), the disputing Party shall promptly notify the other Party of the basis for the dispute and Buyer shall pay the undisputed portion of the Invoice no later than the due date. Any required payment shall be made within seven (7) Business Days of resolving the dispute. Any overpayments shall be returned by the receiving Party promptly following the request or, deducted from subsequent payments with interest accrued at the Interest Rate, at the option of the overpaying Party. The Parties may only dispute amounts owed or paid within twelve (12) calendar months from the Invoice date. If the Parties are unable to resolve an Invoice dispute under this Section, the Parties shall follow the procedure set forth in Article 11 (regarding dispute resolution).
- (b) If the Parties determines that the value of Credits reflected on an Invoice is different than the value of Credits allocated to Buyer's Utility Account(s), and that the discrepancy is due to an issue related to the Meter, Seller shall use commercially reasonable efforts to resolve the issue with the Utility. If the discrepancy is due to an accounting or administrative error by the Utility, Buyer, as the Utility Account holder, and with Seller's cooperation, shall resolve the discrepancy with the Utility.

ARTICLE VII REPRESENTATIONS, WARRANTIES, COVENANTS

7.1 Each Party represents and warrants to the other Party as follows.

- (a) The Party is duly organized, validly existing, and in good standing under the laws of the state in which the Party is organized and is authorized to conduct business in the Commonwealth of Massachusetts.
- (b) The Party has full legal capacity to enter into and perform this Agreement.
- (c) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- (d) It shall perform its obligations under this Agreement in material compliance with Applicable Law.

7.2 The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

TEMPLATE – CITY OF NEWBURYPORT

7.3 Buyer shall provide to Seller, on or prior to the Effective Date and annually thereafter, a copy of the most recent years financial statements for Buyer.

ARTICLE VIII TERMINATION; DEFAULT

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

- (a) The Party fails to make any material payment due under this Agreement within thirty (30) days after such payment is due unless the specific amount of the payment not made is being disputed.
- (b) The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same.
- (c) Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements of this Agreement.
- (d) The Party:
 - i. is dissolved (other than pursuant to a consolidation, amalgamation or merger);
 - ii. makes a general assignment, arrangement or composition with or for the benefit of its creditors; or
 - iii. (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) commences a voluntary case under any bankruptcy law; (D) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) acquiesces in, or fails to contest in a timely manner, any petition filed against it in an involuntary case under bankruptcy law or seeking to dissolve it under other applicable law; or (F) takes any action authorizing its dissolution.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure*, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within a reasonable time after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the

particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Termination for Default.

- (a) Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, subject to the rights to cure of Section 8.1 and Section 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.
- (b) If this Agreement is terminated due to an Event of Default, Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, Credits generated after that termination date.

ARTICLE IX REMEDIES; LIMITATION OF LIABILITY; WAIVER

9.1 Remedies. Subject to the limitations set forth in this Agreement, upon an Event of Default by Buyer, Seller may sell Credits produced by the Facility to persons other than Buyer, and recover from Buyer any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. Buyer and Seller each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party shall take commercially reasonable actions available to it to mitigate damages it may incur as a result of the other Party's non-performance under this Agreement.

9.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

9.3 Waivers.

- (a) No Implied Waivers – Remedies Cumulative. No covenant or agreement under this

TEMPLATE – CITY OF NEWBURYPORT

Agreement shall be deemed to have been waived by Seller or Buyer unless the waiver is in writing and signed by the Party against whom it is to be enforced or such Party's agent. A Party's consent or approval to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. A Party's failure to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any Party's right or remedy specified herein or any other right or remedy a Party may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

- (b) Acceptance of Payment. Neither receipt nor acceptance by Seller or Buyer of any payment due herein, nor payment of same by Buyer or Seller, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that Seller or Buyer may be entitled to exercise hereunder.

ARTICLE X ASSIGNMENT

10.1 Prior Written Consent. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Buyer, Seller (i) may assign its rights and obligations hereunder to an Affiliate of Seller and (ii) may sell or collaterally assign this Agreement in accordance with Section 10.2. For purposes of this Section 10.1, transfer does not include any sale of all or substantially all of the assets of Seller or Buyer or any merger of Seller or Buyer with another person, whether or not Seller or Buyer is the surviving entity from such merger, or any other change in control of Seller or Buyer, provided any such surviving entity assumes all obligations of Seller or Buyer, as appropriate, under this Agreement; provided however, with respect to Buyer, such surviving entity is acceptable to Lender in its sole discretion.

10.2 Collateral Assignment; Financing Provisions:

- (a) Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to a Lender. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, Buyer agrees as follows:

TEMPLATE – CITY OF NEWBURYPORT

(i) Consent to Collateral Assignment. Buyer hereby consents to both of the sale of the Facility to a Lender and the collateral assignment of the Seller's right, title and interest in and to this Agreement as security for financing associated with the Facility.

(ii) Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods

TEMPLATE – CITY OF NEWBURYPORT

provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Lender a Third-Party Beneficiary. Buyer agrees and acknowledges that Lender is a third-party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees to (i) execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Seller and/or Lender in connection with such financing or sale of the Facility.

10.3 Obligation to Modify Agreement. If a Lender or the Seller requires this Agreement to be modified to finance, develop or operate the Facility, and the modification does not (i) materially restrict Seller's ability to deliver Credits to Buyer, (ii) materially restrict Buyer's ability to receive Credits, (iii) materially diminish the Credit value to Buyer, or (iv) disallow the Facility's qualification under either the Net Metering Program or the SMART Program, the Parties shall negotiate in good faith to amend this Agreement in a timely fashion. If the Parties, negotiating in good faith, cannot agree on the amendments, Seller may terminate this Agreement, or, if Seller determines in good faith that the Agreement cannot be amended to allow the Facility to be financed, developed or operated in a commercially reasonable manner, then Seller may terminate the Agreement. The terminating Party shall give the other Party thirty (30) days prior written notice and this Agreement shall terminate without further liability of the Parties to each other, provided that the Parties shall not be released from any obligation arising under this Agreement prior to such termination.

ARTICLE XI DISPUTE RESOLUTION

11.1 Dispute Resolution. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

TEMPLATE – CITY OF NEWBURYPORT

- (a) Negotiation. Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the chief executive of Seller, and the chief executive of Buyer, who shall use their respective best efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.
- (b) Mediation. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the “AAA”) to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator’s fees shall be shared equally by all Parties involved in the dispute.
- (c) Arbitration.
- (i) Rules of Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Sections 11.1(a) and (b) shall (except as provided in Section 11.2(d)) be settled by binding arbitration between the Parties conducted in Boston, Massachusetts, or such other location mutually agreeable to the Parties, and in accordance with the Commercial Arbitration Rules of the AAA in effect on the date that a Party gives notice of its demand for arbitration.
- (ii) Dispute Submission. The Party initiating the Arbitration (the “Submitting Party”) shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the “**Responding Party**”), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the Demand.
- (iii) Arbitrator Selection. The arbitrator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their Affiliates. Arbitrators must agree to be bound by the confidentiality provisions of this Agreement. If the amount in controversy is less than \$250,000, the Dispute will be determined by a single neutral arbitrator, who

will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral arbitrator within such period, the arbitrator shall be chosen by the AAA. If the amount in controversy is \$250,000 or greater, the Dispute will be determined by a Panel of three (3) arbitrators. Each Party shall select one arbitrator, but if a Party fails to select an arbitrator within forty-five (45) days of the submission of the demand on the Responding Party, the arbitrator will be chosen by the AAA. The two arbitrators so selected will select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators cannot select the third arbitrator within thirty (30) days (or such additional time as the Parties may agree) of the selection of both of the first two arbitrators, the third arbitrator shall be chosen by the AAA. As used herein, “Panel” means either a single arbitrator or a group of three arbitrators selected as provided herein.

(iv) Discovery. Within fifteen days (15) of the selection of the third arbitrator, the Parties shall submit statements to the Panel summarizing the issues in the case and including recommendations for discovery. Within twenty (20) days of receipt of the statements from the Parties, the Panel will meet with the Parties and issue orders on the scheduling of the case and any discovery to be permitted.

(v) Decision. Upon ten (10) days of completion of the hearing conducted by the Panel, each Party shall submit to the Panel its proposal for resolution of the dispute. The Panel in its award shall be limited to selecting only one of the two proposals submitted by the Parties. The award shall be in writing (stating the amount and reasons therefore) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between the Parties regarding any claims and counterclaims presented to the Panel. The Panel shall be permitted, in its discretion, to add pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(vi) Expenses. Unless otherwise ordered by the Panel, each Party shall bear its own expenses and one-half of the cost of the Panel. Payments of the Panel’s costs shall be made on a monthly basis prior to the Award.

(d) Exceptions to Arbitration. The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of a Panel or otherwise to collect payments not subject to bona fide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.

- (e) Survival of Dispute Resolution Provisions. The provisions of this Section 11.1 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

**ARTICLE XII
MISCELLANEOUS**

12.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be deemed delivered upon receipt (except that notice provided by email shall be deemed delivered upon confirmation of receipt, of which auto-reply is insufficient), and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email transmission. The communications shall be sent to the following addresses:

If to Seller: [REDACTED], LLC
101 Summer Street, 2nd Floor
Boston, MA 02109
Attn: [REDACTED]

If to Buyer:

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

12.2 Confidentiality. Except as provided in this Section 12.2, and to the extent allowed by law, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Party's prior express written consent.

- (a) Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents and employees who have a need to know related to this Agreement.
- (b) If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided however, to the extent permitted by law, such disclosing Party shall promptly notify the other

TEMPLATE – CITY OF NEWBURYPORT

Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

- 12.3 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be resolved under Section 11 (regarding dispute resolution) and an arbitrator may reform the Agreement as the arbitrator deems just and equitable to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.
- 12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.
- 12.5 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- 12.6 Press Releases. The Parties shall cooperate with each other when making public announcements of any kind or in any form related to the execution and existence of this Agreement, or the sale or purchase of Credits.
- 12.7 No Joint Venture. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.
- 12.8 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.
- 12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- 12.10 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other to effect or

confirm transactions contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.10.

12.11 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a reasonable manner.

No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement. This Section 12.12 shall not limit the right of a Lender pursuant to Section 10.2.

IN WITNESS WHEREOF, the Parties executed this Credit Purchase and Sale Agreement under seal as of the Effective Date.

BUYER

SELLER

[INSERT]

[PROJECT ENTITY], LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

TEMPLATE – CITY OF NEWBURYPORT

Glossary of Terms

“***Affiliate***” means, as to any person or entity, any other person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

“***Applicable Law***” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, constructing, operating, and owning the Facility, and selling and purchasing Credits.

“***Billing Period***” shall mean as defined in the applicable Tariff pursuant to which the Facility becomes qualified to receive Credits.

“***Business Day***” means a day on which Federal Reserve member banks in Boston, MA are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“***Commercial Operations***” shall occur for the Facility when (i) Seller has obtained all necessary licenses, permits and approvals under Applicable Law to install and operate the Facility, (ii) the Facility is able to generate and supply electricity to the Utility’s electricity distribution system, (iii) Seller has completed or obtained all Facility-related equipment and rights, if any, to allow regular Facility operation, and (iv) if applicable and to the extent required, the Utility has approved the Facility’s interconnection with the electricity distribution system to allow regular Facility operation.

“***Commercial Operations Date***” means the date on which the Facility achieves Commercial Operations and has obtained the final statement of qualification from the Massachusetts Department of Energy Resources (or equivalent).

“***Confidential Information***” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is designated as “confidential” by such Party. If such disclosure is in tangible form, the materials shall be clearly marked “confidential” or words of similar import. If such disclosure is in any other manner, then the disclosing Party shall identify the disclosure as confidential at time of initial disclosure and deliver a written memorandum of such oral disclosure to the receiving Party within thirty (30) days of initial disclosure. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was

already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) is disclosed by the disclosing Party to a third party without a duty of confidentiality; and (f) is disclosed by the receiving Party with the written permission of the disclosing Party's prior written approval.

“Construction Commencement Date” means the date of commencement of site preparation or construction activities on the property upon which the Facility is located.

“Credits”, if under the Net Metering Program, means the monetary value of the excess Energy generated by a net metering facility, stated as of the Effective Date under “Net Metering Credits” in the Tariff, and is calculated as of the Effective Date by the Utility according to 220 C.M.R. 18:04 and the Tariff §1.06; and if under the SMART Program, means the monetary value of the excess Energy generated by an Alternative On-Bill Credit Generation Unit, stated as of the Effective Date by the Utility according to 225 CMR 20.00, et seq. and the applicable Tariff; and each excluding, for the avoidance of doubt, any Tax Attributes or Environmental Attributes.

“Credit Value” shall be determined under either Net Metering Regulation 220 CMR §18:04(1), or under the SMART Program at 225 CMR 20.08(1)(a)(2) and the applicable Tariff, for the relevant Billing Period.

“Energy” means the amount of electricity the Facility generates over a period of time, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

“Environmental Attribute” means GIS Certificates, Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, benefits, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Credits.

“Facility” means the solar (PV) power electrical generation facility identified on Exhibit B, attached hereto and incorporated herein, together with all appurtenant equipment required to interconnect the Facility to the Utility's electric distribution system.

“Force Majeure” means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; high winds, hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity; insurrections; military

action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

“Governmental Authority” means any national, state or local government, or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, Utility, or other similar entity, on or with respect to the Credits, but does not include charges imposed as what is known as of the Effective Date as a “monthly minimum reliability contribution” (“MMRC”), or any charge imposed in its place, regardless of how named or characterized.

“Interest Rate” means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate mutually acceptable to both the Seller and Buyer.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which such interest is due.

“Lender” means the entity or person(s) (or any affiliate of any thereof) from time to time providing any financing or refinancing to the Seller or any affiliate thereof or otherwise for the construction of, expansion of, and/or operation and maintenance of, the Facility, and any successors, assigns, agents, or trustees thereof, including any lessor under a sale/leaseback financing structure.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, interest, fines, fees, penalties, costs, and expenses (including all reasonable attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Meter” means the meter furnished and installed by the Utility to measure the electricity delivered by the Utility to the Facility and delivered by the Facility to the Utility.

“Net Metering Regulations or Program” means the Applicable Law found as of the

TEMPLATE – CITY OF NEWBURYPORT

Effective Date at M.G.L. c. 164, §§138 – 143 and 220 C.M.R. §18.00, *et seq*, as they may be amended from time to time, and including all regulatory agency orders pertaining thereto.

“**Price**” is defined on Exhibit A.

“**Purchase Percentage**” is defined on Exhibit A.

“**Quantity**” means quantity of Credits purchased by Buyer, and equals the total Credits associated with the Energy generated by the Facility during the relevant Term or Billing Period (as determined pursuant to applicable law, regulation and Tariff), multiplied by the Purchase Percentage.

“**Renewable Energy Certificate**” or “**REC**” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, the Tax Attributes and the Credits.

“**SMART Program**” is the Applicable Law known as the “Solar Massachusetts Renewable Target” program. Specifically, that Applicable Law found as of the Effective Date at 225 C.M.R. §20.00, *et seq*, as it may be amended from time to time, and including all regulatory agency orders pertaining thereto.

“**Tariff**” means either the Utility tariff for interconnection for distributed generation and net metering services, or the Alternative On-bill Crediting mechanism tariff, as appropriate for the context, and each as approved by the Massachusetts Department of Public Utilities, together with any subsequent amendments and approvals thereto.

“**Tax Attributes**” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation), and excluding, for the avoidance of doubt, any Environmental Attributes and Credits.

“**Utility**” means the electric distribution company providing service to the Facility.

“**Utility Account(s)**” means the Utility accounts designated by Buyer and identified to the Utility by the Seller pursuant to applicable regulation under Net Metering Program or SMART Program.

“**Utility Statement(s)**” means the statements from the Utility, which accompanies the Buyer’s Utility Account(s).

EXHIBIT A

PRICE; and PURCHASE PERCENTAGE

“*Price*” equals the greater of

(a) _____ percent (____%) of the Credit Value for that Billing Period,

or

(b) \$_____/kWh.

“*Purchase Percentage*” equals _____ percent (____%) of the Energy generated during the relevant Billing Period.

EXHIBIT B

FACILITY

The Facility is the approximately [redacted] MW (AC) solar (PV) power electrical generation facility located at [redacted].