

CITY COUNCIL MEETING AGENDA - VERSION 1

CITY COUNCIL CHAMBERS

MAY 29, 2018

7:15PM

POLE HEARING National Grid - 366 Merrimac Street

7:30PM

(Sound Check)

- 1. MOMENT OF SILENCE**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. LATE FILE ITEMS**
- 5. PUBLIC COMMENT**
- 6. MAYOR'S COMMENT**
- 7. MAYOR'S PROCLAMATION – National Gun Violence Awareness Day June 1st**

CONSENT AGENDA

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

8. APPROVAL OF MINUTES

May 14, 2018

(Approve)

9. TRANSFERS

- **TRAN012_05_29_18** Wtr Ret Earn \$1,065,000.00, Swr Ret Earn \$557,975.00 to Multiple Accts \$1,622,975.00 (B&F)
- **TRAN013_05_29_18** Hrbrmstr Ret Earn \$4,494.32 to HBR Debt Service \$4,494.32 (B&F)
- **TRAN014_05_29_18** NYS Rec Revolving Fund \$15,000.00 to YTH Brown School Exp \$15,000.00 (B&F)

10. COMMUNICATIONS

- **COMM045_05_29_18** Block Party - Tyng Street - 6/22/18 (PS)
- **COMM046_05_29_18** Block Party - Chestnut Street - 6/23/18 (PS)
- **COMM047_05_29_18** Jeanne Geiger 27th Annual Walk Against Violence - 10/7/18 (PS)

11. APPOINTMENTS

Re-Appointments

- **APPT040_05_29_18** Christopher J. LeClaire 37 Marshview Cir, Seabrk Fire Chief 6/1/2023
- **APPT041_05_29_18** Thomas F. OBrien 11 Moseley Ave Housing Authority 8/1/2023
- **APPT042_05_29_18** Ahmer Ibrahim 85 Prospect St Human Rights Comm 6/1/2021

Appointments to be Referred to Planning & Development

- **APPT043_05_29_18** Rishi (Surajit) Nandi 14 Spring St Planning Board 8/31/2021

Re-Appointments to be Referred to Public Utilities

- APPT044_05_29_18 Roger E. Jones 37 Storeybrooke Dr Water/Sewer Comm 5/1/2023

**END OF CONSENT AGENDA
REGULAR AGENDA**

12. MAYOR'S UPDATE

13. APPOINTMENTS

Second Reading

- APPT039_05_14_18 Ronald M. Thurlow 28A Hancock St Harbor Commission 6/1/2020

14. ORDERS

- **ORDR038_05_29_18** G. Mello - Collection and Hauling Contract (5-Year)
- **ORDR039_05_29_18** Resolution Recognizing NHS 2018 Valedictorian and Salutatorian
- **ORDR040_05_29_18** Wheelabrator Contract

15. ORDINANCES

- **ODNC011_03_12_18** Zoning Map Change - Low Street Farms (**2nd Reading**)
- **ODNC022_05_29_18** Addition to Chapter 5, Article 6 - Small Cell Sites

15. COMMITTEE ITEMS

Budget & Finance

In Committee:

- **ORDR007_01_29_18** 41C Amendment
- **COMM022_03_26_18** FY2018-FY2022 Capital Improvement Program Submission
- **ORDR022_04_09_18** Local Retail Sales Tax on Marijuana
- **ODNC013_04_30_18** Establishment of Departmental Revolving Funds
- **ORDR028_04_30_18** FY19 Revolving Fund Spending Limits
- **TRAN009_05_14_18** Free Cash \$191,818.51 to Snow&Ice Lbr \$7,921.19, Snow&Ice Exp \$183,897.32
- **TRAN010_05_14_18** Health Ins \$1,410 to LCM Clerical \$900, LCM General \$510
- **TRAN011_05_14_18** Transfers - Capital and Reserve Fund \$1,879,054.50 (**COTW**)
- **ORDR034_05_14_18** Roof Replacement Projects Loan
- **ORDR035_05_14_18** Budget Order FY2019
- **COMM044_05_14_18** Mayor's Budget Presentation

Education

In Committee:

-

General Government

In Committee:

- **ODNC007_02_12_18** Amendment to Division 7 – City Solicitor
- **ORDR016_03_26_18** Naming of the Five (5) Nature Trails Contained in the Little River Trail System

License & Permits

In Committee:

- **COMM029_04_30_18** Outdoor Seating - West Row Café

Neighborhoods and City Services

In Committee:

- ODNC001_01_11_16 Amend Ch11 Parks and Recreation (COTW)
- ORDR048_06_13_16 Sidewalk Order
- COMM111_10_10_17 Petition for Road Repairs and Repaving – Squires Glen
- COMM028_04_09_18 Essex Coastal Scenic Byway Visitor Center Kiosk
- ODNC020_05_14_18 Amendment to Chapter 11, Parks & Recreation

Planning & Development

In Committee:

- ODNC017_10_30_17 Zoning Amendment – No Use Variances (COTW)
- ODNC003_01_29_18 Zoning - Amendment to Table of Use Regulations
- ODNC008_02_12_18 Disposition of G. W. Brown School
- ORDR024_04_09_18 Special Act to Dissolve Newburyport Redevelopment Authority (COTW)
- COMM036_04_30_18 Memo re: Proposed Marijuana Zoning Amendments
- ODNC014_04_30_18 Amendment to Demolition Delay
- ODNC015_04_30_18 Marijuana Zoning – Cultivation (COTW)
- ODNC016_04_30_18 Marijuana Zoning - Retail Sales (COTW)
- COMM042_05_14_18 Ltr re: Marijuana Moratorium
- ORDR033_05_14_18 Adoption of Housing Production Plan
- ORDR036_05_14_18 Marijuana Retailers Ballot Question
- ORDR037_05_14_18 Lease of Coast Guard Auxiliary Building on Plum Island Point
- ODNC021_05_14_18 Temporary Moratorium on Recreational Marijuana Establishments

Public Safety

In Committee:

- COMM020_03_12_18 Newburyport Half Marathon - 10/21/2018
- ODNC009_02_12_18 Floating Homes, Houseboats, and Related Marinas
- ODNC012_03_26_18 Amendment to Chapter 13, Section 13-26
- ORDR023_04_09_18 Additions to 2-Hour Parking Zones
- ORDR025_04_30_18 Handicapped Space – 17 Merrill Street
- ORDR026_04_30_18 Handicapped Space – 29 Tyng Street
- ORDR031_04_30_18 No Parking Titcomb from Pleasant to Merrimac
- ORDR032_04_30_18 No Parking Merrimac St from Titcomb St Running Westerly
- COMM039_05_14_18 Feline Rescue Strut for Strays - 6/3/2018
- COMM040_05_14_18 Ride to End Alzheimer's - 6/9/2018
- COMM041_05_14_18 Lions Club Bed Race - 8/2/2018
- COMM043_05_14_18 Greek Food Festival - July 27-29, 2018

Public Utilities

In Committee:

- COMM122_11_27_17 Mobilite Application/Small Cell Utility Petition (re-file)

Rules Committee

In Committee:

16. GOOD OF THE ORDER

17. ADJOURNMENT

POLE HEARING

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 MAY -7 PM 3:15

Questions contact – John Butler-978-725-1415

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

To the City Council of Newburyport

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

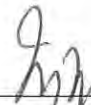
Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity,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

The following are the streets and highways referred to:

25821477 Merrimac St-National Grid petitions for the installation of 2-4" conduits to provide service to 366 Merrimac St.

Location approximately as shown on plan attached

NATIONAL GRID
BY Dave Johnson
Engineering Department



Dated: April 27, 2018

City

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 27th day of April 2018.

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

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

25821477 Merrimac St-National Grid petitions for the installation of 2-4" conduits to provide service to 366 Merrimac St.

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

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

Attest:
.....

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

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

.....

.....

.....

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 MAY -7 PM 3:11

nationalgrid

April 27, 2018

City of Newburyport

To Whom It May Concern:

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

If you have any questions regarding this permit please contact:

John Butler 978 725 1415

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

National Grid Contact: Maureen Miloro; 1101 Turnpike Street; North Andover, MA 01845 - 978 725-1418

Very truly yours,



Dave Johnson
Supervisor, Distribution Design

Enclosures



CITY OF NEWBURYPORT

MASSACHUSETTS

CITY CLERK'S OFFICE

NEWBURYPORT CITY HALL

60 PLEASANT STREET • P.O. BOX 550

NEWBURYPORT, MA 01950

TEL: 978-465-4407 • FAX: 978-462-7936

RICHARD B. JONES

CITY CLERK

May 8, 2018

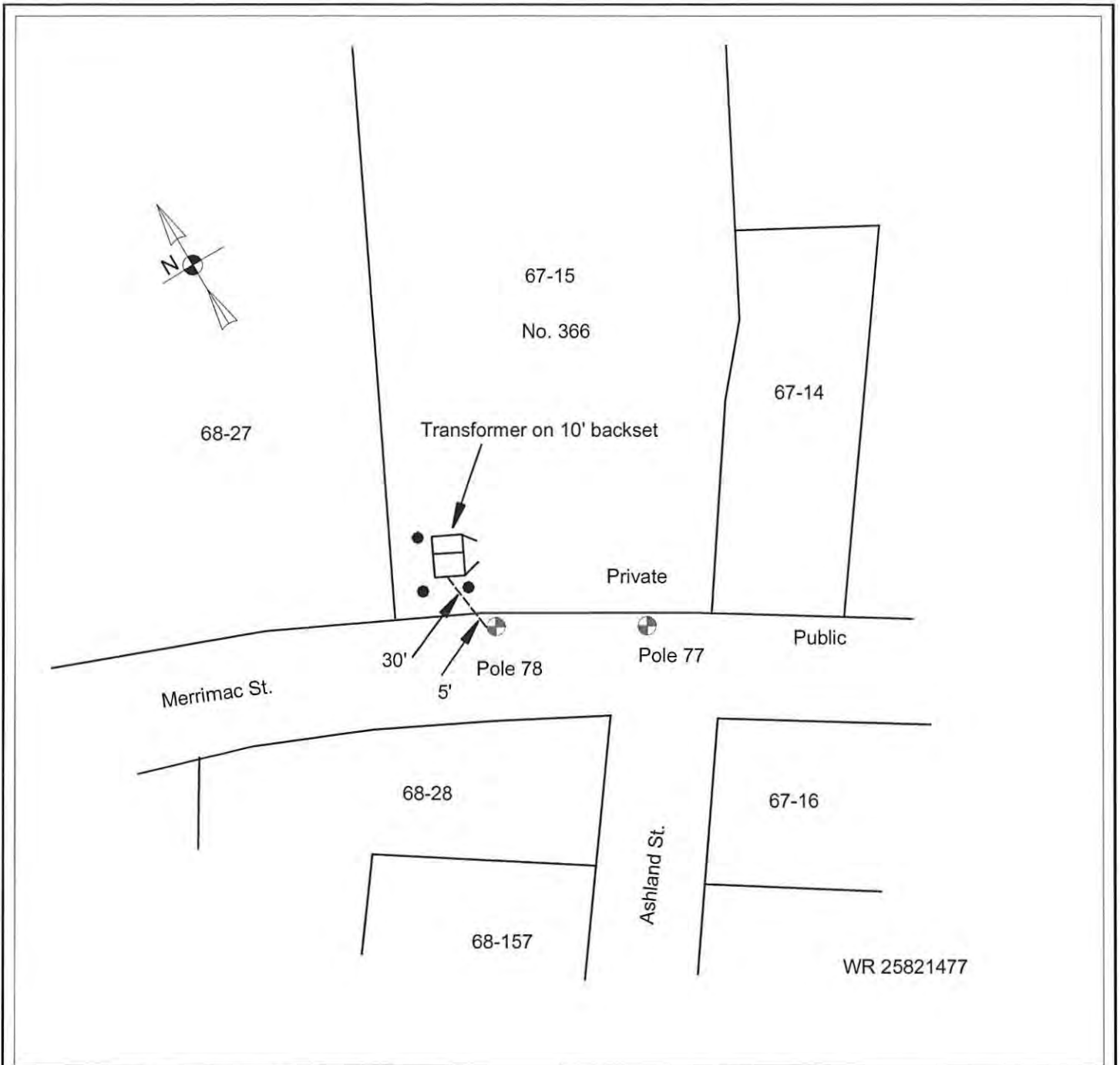
Dear Property Owner:

Notice is hereby given that a public hearing will be held on the petition of National Grid for the installation of 2-4" conduits, to provide primary service to 366 Merrimac Street. Said hearing will be held on Tuesday, May 29, 2018 at 7:15 PM in the City Council Chamber, City Hall, and Newburyport, MA. At that time, all interested parties will have an opportunity to be heard.

A copy of the plan is enclosed.




Sincerely,

Tricia E. Barker
Assistant City Clerk



UNDERGROUND PETITION

nationalgrid

-  Existing JO Pole
-  2 - 4" Conduit
-  Padmount Transformer

Date: April 27, 2018

WORK REQUEST: WR 25821477

Job description

Petition for the installation of 2 - 4" conduits to provide primary service to 366 Merrimac St.

To The: City Of Newburyport Ma. 01950

For Proposed: Conduit Location: 366 Merrimac St.

Drawn By: John Butler

DISTANCES ARE APPROXIMATE



CITY OF NEWBURYPORT

OFFICE OF THE
ASSESSOR

JILL BRENNAN
CITY ASSESSOR

NEWBURYPORT CITY HALL

60 PLEASANT STREET

NEWBURYPORT, MA 01950

TEL: 978-465-4403

FAX: 978-462-8495

WWW.CITYOFNEWBURYPORT.COM

May 7, 2018

TO: Richard Jones, City Clerk

FROM: Board of Assessors

**RE: Merrimac Street – Installation of 2 – 4” conduits to
provide primary service to 366 Merrimac Street.**

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

Jill Brennan

67/ 15/ / /

LESYNSKI WALTER J JR & DEBRA C TRS
WALTER J LESYNSKI JR REVOC. TRUST
364 MERRIMAC ST
NEWBURYPORT, MA 01950

68/ 27/ / /

GANTON LLC
210 COMMERCE WAY SUITE 100
PORTSMOUTH, NH 03801

68/ 28/ / /

ELDRIDGE GLORIA M
2 MARSH AVE
NEWBURY, MA 01951

PROCLAMATION

WHEREAS, Everyday 96 Americans are killed by gun violence and on Average there are nearly 13,000 gun homicides every year; and,

WHEREAS, Americans are 25 time more likely to be killed with guns than people in other developed countries; and,

WHEREAS, The Office of the Mayor and the Police Department consider the protection of public safety their highest responsibility; and,

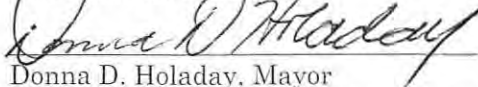
WHEREAS, in January 2013, Hadiya Pendleton, a teenager who Marched in President Obama's second inaugural parade was tragically shot and killed just weeks later, should now be celebrating her 21st birthday; and,

WHEREAS, to honor Hadiya and the 96 Americans killed and the c countless survivors who are injured by shootings every day, a national coalition of organizations has designated June 1st as the 4th National Gun Violence Awareness Day; and,

WHEREAS, this idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; this color was chosen because hunters wear orange to announce themselves to other hunters and orange is the color that symbolizes the value of human life.

NOW THEREFORE, be it proclaimed that I, Donna D. Holaday, Mayor hereby declares **June 1, 2018 as National Gun Violence Awareness Day** in the City of Newburyport. Be it further proclaimed that the City of Newburyport honor and remember all victims and survivors of gun violence and to declare that we, as a country, resolve to work towards a resolution in reducing this violence.

Given under my hand and seal this
Twenty-Ninth Day of May in the Year
Two Thousand and Eighteen,


Donna D. Holaday, Mayor



CONSENT AGENDA

CITY COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS
MAY 14, 2018

7:30PM

The City Council President, Barry Connell, called the meeting to order at 7:30pm, followed by the Pledge of Allegiance. The City Council President then instructed the City Clerk to call the roll. The following Councillors answered present: Zeid, Devlin, Earls, Eigerman, Giunta, Khan, OBrien, Shand, Tontar, Vogel, Connell. 11 present, 0 absent.

(Sound Check)

1. MOMENT OF SILENCE

2. PLEDGE OF ALLEGIANCE

3. CALL TO ORDER

- 4. LATE FILE ITEMS** Agenda Version 2, ORDR036_05_14_18 Version 2, Certificates of Insurance for Greek Food Festival and West Row Café
Motion to waive the rules, to accept late files, by Councillor Zeid, seconded by Councillor OBrien. So voted.

5. PUBLIC COMMENT

- | | | |
|------------------------|----------------|-----------------------|
| 1. Ed Cameron | 5 Milk St | ZBA Appointment |
| 2. Oli Looker | Magnolia Ln | Storm Drain Painting |
| 3. Parker Gay | 11 Ashland St | Storm Drain Painting |
| 4. Christina Bellinger | 3 Dexter St | Library Roof Repair |
| 5. Peter Fitzsimmons | 7 Arlington St | Marijuana Referendum |
| 6. Paul Dahn | 343 High St | Marijuana Cultivation |
| 7. Rob Germinara | 2 Ashland St | Business Licenses |

- 6. COMM027_04_09_18** River Valley Charter School Storm Drain Project
Motion to take out of order by Councillor OBrien, seconded by Councillor Tontar. So voted. Motion to remove from Neighborhood & City Services by Councillor OBrien, seconded by Councillor Tontar. So voted. Motion to approve by Councillor OBrien, seconded by Councillor Zeid. So voted.

7. MAYOR'S COMMENT

The mayor gave an update pursuant to her written communication.

8. MAYOR'S BUDGET PRESENTATION

Motion to refer to Budget & Finance by Councillor OBrien, seconded by Councillor Zeid. So voted.

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.

9. APPROVAL OF MINUTES

April 30, 2018

(Approve)

10. TRANSFERS

- **TRAN009_05_14_18** Free Cash \$191,818.51 to Snow&Ice Labor \$7,921.19, (B&F)
Snow&Ice Expenses \$183,897.32
- **TRAN010_05_14_18** Health Ins \$1,410 to LCM Clerical \$900, LCM General \$510 (B&F)
- **TRAN011_05_14_18** Transfers - Capital and Reserve Fund \$1,879,054.50 (B&F, COTW)
Councillor Zeid added Committee of the Whole.

11. COMMUNICATIONS

- **COMM039_05_14_18** Feline Rescue Strut for Strays - 6/3/2018 (PS)
- **COMM040_05_14_18** Ride to End Alzheimer's - 6/9/2018 (PS)
- **COMM041_05_14_18** Lions Club Bed Race - 8/2/2018 (PS)
- **COMM042_05_14_18** Ltr re: Marijuana Moratorium (P&D)
- **COMM043_05_14_18** Greek Food Festival - July 27-29, 2018 (PS)

12. APPOINTMENTS

- **APPT039_05_14_18** Ronald M. Thurlow 28A Hancock St Harbor Commission 6/1/2020

END OF CONSENT AGENDA REGULAR AGENDA

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

13. MAYOR'S UPDATE

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

14. APPOINTMENTS

- | | | Second Reading | | |
|---------------------------|--------------------|-----------------------|-----------------------|----------|
| • APPT034_04_30_18 | Christopher J. Fay | 20 Strong St | Historical Commission | 5/1/2021 |
| • APPT035_04_30_18 | Glenn Richards | 6 Kent St | Historical Commission | 5/1/2020 |

Re-Appointments

- | | | | | |
|---------------------------|---------------|--------------|----------------------------------|-----------|
| • APPT036_04_30_18 | Mary Zinck | 6 Laurel Rd | Board of Registrars | 3/31/2021 |
| • APPT037_04_30_18 | Bonnie Sontag | 10 Upland Rd | Fruit St Local Historic District | 5/31/2021 |

Motion to approve second reading appointments collectively by Councillor Vogel, seconded by Councillor Zeid. Roll call vote, 11 yes. Motion passed.

15. ORDERS

- **ORDR033_05_14_18** Adoption of Housing Production Plan
Motion to refer to Planning & Development by Councillor Eigerman, seconded by Councillor Giunta. So voted.
- **ORDR034_05_14_18** Roof Replacement Projects Loan
Motion to refer to Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted.
- **ORDR035_05_14_18** Budget Order FY2019
Motion to refer to Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted.
- **ORDR036_05_14_18** Marijuana Retailers Ballot Question
Motion to waive the rules, to take ORDR036_05_14_18 and ODNC021_05_14_18 together, by Councillor Khan, seconded by Councillor Giunta. So voted. Motion to refer to Planning & Development by Councillor Khan, seconded by Councillor Zeid. So voted (2 no - Connell, Vogel).
- **ORDR037_05_14_18** Lease of Coast Guard Auxiliary Building on Plum Island Point
Motion to refer to Planning & Development by Councillor Zeid, seconded by Councillor OBrien. So voted.

16. ORDINANCES

- **ODNC020_05_14_18** Amendment to Chapter 11, Parks & Recreation
Motion to refer to Neighborhood & City Services by Councillor Eigerman, seconded by Councillor Giunta. So voted.

- **ODNC021_05_14_18** Temporary Moratorium on Recreational Marijuana Establishments
Motion to refer to Planning & Development by Councillor Khan, seconded by Councillor Zeid. So voted 1 no (Vogel).

15. COMMITTEE ITEMS

Budget & Finance

In Committee:

- **ORDR007_01_29_18** 41C Amendment
- **COMM022_03_26_18** FY2018-FY2022 Capital Improvement Program Submission
- **ORDR022_04_09_18** Local Retail Sales Tax on Marijuana
- **TRAN008_04_30_18** PRK Maint - Trees \$9K to PRK Seasonal Employees \$9K
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor OBrien. So voted. Motion to approve by Councillor Tontar, seconded by Councillor Vogel. So voted.
- **ODNC013_04_30_18** Establishment of Departmental Revolving Funds
- **ORDR027_04_30_18** FY18 Revolving Fund Spending Limit Increase
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Khan. So voted. Motion to approve by Councillor Tontar, seconded by Councillor OBrien. So voted.
- **ORDR028_04_30_18** FY19 Revolving Fund Spending Limits
- **ORDR029_04_30_18** Paid Parking RRFA Fund
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Khan. So voted. (Comm vote 2-1, Zeid). Motion to approve by Councillor Tontar, seconded by Councillor Khan. Motion to amend, to add “anywhere in the City of Newburyport” to paragraph 2, by Councillor Zeid, seconded by Councillor Eigerman. Roll call vote, 10 yes, 1 no (Tontar). Motion passed. Motion to amend, to add “the unencumbered balance less \$250,000” and to strike “at the end of fiscal year 2018” and replace with “forthwith”, by Councillor Zeid, seconded by Councillor Eigerman. Roll call vote, 6 yes, 5 no (Earls, Khan, Tontar, Vogel, Connell). Motion passed. Motion to move the question by Councillor Earls, seconded by Councillor Devlin. So voted. Motion to approve as amended by Councillor Tontar, seconded by Councillor Khan. Roll call vote, 10 yes, 1 no (Devlin). Motion passed.
- **ORDR030_04_30_18** Saltbox Financial Parks Gift Acceptance \$1,000
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Khan. So voted. Motion to approve by Councillor Tontar, seconded by Councillor Vogel. So voted.
- **COMM034_04_30_18** AFSCME Local 939 - Tentative Agreement
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Khan. So voted. Motion to approve by Councillor Tontar, seconded by Councillor Vogel. So voted.

Education

Councillor Giunta gave an update on the last Education Committee meeting.

In Committee:

-

General Government

In Committee:

- **ODNC007_02_12_18** Amendment to Division 7 – City Solicitor
- **ORDR016_03_26_18** Naming of the Five (5) Nature Trails Contained in the Little River Trail System

License & Permits

In Committee:

- **COMM029_04_30_18** Outdoor Seating - West Row Café
Motion to remove from License & Permit by Councillor Earls, seconded by Councillor OBrien. So voted. Motion to refer to License & permit by Councillor Earls, seconded by Councillor OBrien.

Withdrawn. Motion to receive and file by Councillor Earls, seconded by Councillor Vogel. Roll call vote, 3 yes (Earls, Tontar, Vogel), 8 no. Motion failed. Motion to refer to License & Permit by Councillor Zeid, seconded by Councillor Devlin. Roll call vote, 10 yes, 1 no (Vogel). Motion passed.

- **COMM031_04_30_18** Inn Street Artisans Revival - John Brown
Motion to remove from License & Permit by Councillor Earls, seconded by Councillor Shand. So voted. Motion to approve by Councillor Earls, seconded by Councillor Shand. So voted.
- **COMM033_04_30_18** Ltr re: Business Licenses and Permits
Motion to remove from License & Permit by Councillor Earls, seconded by Councillor Giunta. So voted. Motion to refer to License & Permit by Councillor Earls, seconded by Councillor Giunta.
Withdrawn. Motion to instruct the Clerk, pursuant to Section 9-5(a), to send a notice, via registered mail, to the business owner at 1 Kent Street of public hearing to be held on June 11th at 7:00pm, by Councillor Eigerman, seconded by Councillor OBrien. So voted. [Ed. Note: Business Owner paid tax on May 15, 2018 cancelling the necessity for the public hearing.]

Neighborhoods and City Services

In Committee:

- **ODNC001_01_11_16** Amend Ch11 Parks and Recreation (**COTW**)
- **ORDR048_06_13_16** Sidewalk Order
- **COMM111_10_10_17** Petition for Road Repairs and Repaving – Squires Glen
- **COMM028_04_09_18** Essex Coastal Scenic Byway Visitor Center Kiosk

Planning & Development

In Committee:

- **ODNC017_10_30_17** Zoning Amendment – No Use Variances (**COTW**)
- **ODNC001_01_08_18** Medical Marijuana Zoning Map
Motion to remove and waive the rules by Councillor Eigerman, seconded by Councillor Tontar, So voted. Motion to receive and file by Councillor Eigerman, seconded by Councillor Tontar. So voted.
- **ODNC003_01_29_18** Zoning - Amendment to Table of Use Regulations
- **ODNC008_02_12_18** Disposition of G. W. Brown School
- **ODNC011_03_12_18** Zoning Map Change - Low Street Farms
Motion to remove from Planning & development by Councillor Eigerman, seconded by Councillor Zeid. So voted. Motion to approve as amended, striking list of properties and referring specifically to the map from the office of Planning & Development dated May 14, 2018, by Councillor Eigerman, seconded by Councillor Giunta. Roll call vote, 11 yes. Motion passed.
- **ORDR024_04_09_18** Special Act to Dissolve Newburyport Redevelopment Authority (**COTW**)
- **COMM036_04_30_18** Memo re: Proposed Marijuana Zoning Amendments
- **APPT038_04_30_18** Edward Cameron 17 Oakland St Zoning Board of Appeals 2/1/2023
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, 11 yes. Motion passed.
- **ODNC014_04_30_18** Amendment to Demolition Delay
- **ODNC015_04_30_18** Marijuana Zoning – Cultivation (**COTW**)
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In Committee:

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- **ORDR025_04_30_18** Handicapped Space – 17 Merrill Street
- **ORDR026_04_30_18** Handicapped Space – 29 Tyng Street
- **ORDR031_04_30_18** No Parking Titcomb from Pleasant to Merrimac
- **ORDR032_04_30_18** No Parking Merrimac St from Titcomb St Running Westerly
- **COMM030_04_30_18** NBPT Lions Club Yankee Homecoming Road Race - 7/31/18
Motion to remove from Public Safety by Councillor Devlin, seconded by Councillor Giunta. So voted.
Motion to approve by Councillor Devlin, seconded by Councillor Giunta. So voted.
- **COMM035_04_30_18** Block Party - Lafayette Street - 7/21/18
Motion to remove from Public Safety by Councillor Devlin, seconded by Councillor Zeid. So voted.
Motion to approve by Councillor Devlin, seconded by Councillor Tontar. So voted.
- **COMM037_04_30_18** Pan Mack - 6/16/2018
Motion to remove from Public Safety by Councillor Devlin, seconded by Councillor Zeid. So voted.
Motion to approve by Councillor Devlin, seconded by Councillor Zeid. So voted.

Public Utilities

In Committee:

- **COMM122_11_27_17** Mobilitie Application/Small Cell Utility Petition (re-file)
- **ORDR008_01_29_18** Mobilitie Grant of Location
Motion to remove from Public Utilities by Councillor Zeid, seconded by Councillor Tontar. So voted.
Motion to receive and file by Councillor Zeid, seconded by Councillor Tontar. So voted.

Rules Committee

In Committee:

16. GOOD OF THE ORDER

Councillor Connell announced the retirement board meeting re: COLA for retirees had been rescheduled to May 31st at 9:00am.

17. ADJOURNMENT

Motion to adjourn by Councillor Zeid, seconded by Councillor Vogel. So voted. 10:21pm.

TRANSFERS



City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 MAY 22 PM 12: 21

Department: Mayor's Office

Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 5/29/2018

Transfer From:

Account Name	<u>Water Retained Earnings</u>	YTD Bal:	<u>\$ 1,769,560.00</u>
Account Number:	<u>60-35920</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$1,065,000.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Available: <u>The Massachusetts Department of Revenue certified Retained Earnings for the Water Enterprise Fund for FY2018 at \$1,769,560. These funds are available for any legal expenditure with the approval of the Mayor and a majority vote of the City Council.</u>			

Transfer From:

Account Name	<u>Sewer Retained Earnings</u>	YTD Bal:	<u>\$ 1,131,128.00</u>
Account Number:	<u>61-35920</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$557,975.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Available: <u>The Massachusetts Department of Revenue certified Retained Earnings for the Sewer Enterprise Fund for FY2018 at \$1,131,128. These funds are available for any legal expenditure with the approval of the Mayor and a majority vote of the City Council.</u>			

Transfer To:

Account Name	<u>Multiple Accounts (see attached)</u>	YTD Bal:	<u>\$ -</u>
Account Number:	<u>See attached</u>	Category:	<u>\$ -</u>
Amount:	<u>\$1,622,975.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Required: <u>See attached spreadsheet.</u>			

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

Donna D. Holaday
Ethan R. Manning

Date: 5/22/18
Date: 5/22/18

**Transfer Requests to Fund FY2018 Water/Sewer Capital and Reserves
May 29, 2018**

Transfer From:

Transfer To:

Account Name	Account Number	Amount	Account Name	Account Number	Amount
Water Retained Earnings	60-35920	\$1,065,000.00	Budget Reserve (Rate Stabilization)	60-32801	\$100,000.00
			Meter Replacement Program	3409-49700	\$50,000.00
			Water Main Replacement Program	3204-49700	\$325,000.00
			Route One Water Main Project	New	\$350,000.00
			Public Water Supply Protection	New	\$50,000.00
			Replace 9500 Linear Feet of 12-Inch Water Supply Line leaving WTP	New	\$100,000.00
			Replace Water Supply Line Leaving the Water Treatment Plant (WTP)	New	\$50,000.00
			Public Water Supply Resiliency Plan	New	\$40,000.00
Sewer Retained Earnings	61-35920	\$557,975.00	Budget Reserve (Rate Stabilization)	61-32801	\$375,000.00
			One-½ Ton Diesel Dump Truck with Plow	New	\$60,000.00
			10-Wheel Dump Truck - 3 year lease/purchase	New	\$47,975.00
			Feasibility Study – WWTF & Sewer System Resiliency P	New	\$75,000.00
Total		\$1,622,975.00	Total		\$1,622,975.00



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: May 29, 2018
Subject: FY18 Water/Sewer Capital & Reserve Funding Requests

I am pleased to submit a FY2018 funding request to address high priority needs for the city's Water and Sewer Enterprise Funds. The request totals \$1,622,975 making key investments in infrastructure, equipment, and long-term planning for resiliency and water supply protection. Also included is a recommendation to utilize a portion of retained earnings to ease the rate increases needed for FY19. These funding items have been fully vetted and approved by the Water and Sewer Commission.

Enclosed hereto is a transfer request, along with detail on the sources and uses of funds. The funding request utilizes \$1,065,000 in Water Enterprise Fund Retained Earnings, leaving a balance of \$704,560. Likewise, this request draws down \$557,975 in Sewer Enterprise Fund Retained Earnings, leaving a balance of \$573,153. In addition to funding \$1,147,975 in high priority capital needs, this request earmarks \$475,000 for the purposes of mitigating the increases to water and sewer rates going into FY19.

In addition to the previously submitted capital funding requests, I feel that this FY18 funding request keeps us right on track with the FY18-22 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
DPS - Water	Budget Reserve (Rate Stabilization)	\$100,000.00	The proposed FY19 budget for the Water Enterprise Fund is an increase of \$352,144 driven primarily by the inclusion of a mini-excavator with hydraulic hammer. In light of the budgetary increase combined with decreased water consumption, the Water and Sewer Commission recommends reserving \$100,000 in retained earnings for the purpose of stabilizing rates. The last rate increase was effective July 1, 2015 for FY16.
DPS - Water	Meter Replacement Program	\$50,000.00	The city conducted a system-wide meter replacement program in 2008 at a cost of over one million dollars. Given that the meters have a life expectancy of 12 – 15 years; it is recommended that \$50,000.00 be funded from the Water Enterprise Funds. New technology will also provide better tracking of water use by both the City and customers.
DPS - Water	Water Main Replacement Program	\$325,000.00	The Water Division continues 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 Water Main Replacement Capital Project Fund.
DPS - Water	Route One Water Main Project	\$350,000.00	In order to maintain water quality and improve flow in the Route One traffic circle area, water mains on either size of the traffic circle must be connected. In order to accomplish this, trench work across Route One will be required to tie-in the two mains. This will result in the looping of the water mains. In addition, due to the location of the mains, state permitting will be required.
DPS - Water	Public Water Supply Protection	\$50,000.00	Work with West Newbury and Newburyport Engineering to update existing protection plan, review contributing tributaries and develop long term goals and plans as recommended by the Newburyport Reservoir Water Quality Study dated February 2016 and the January 2005 Artichoke Watershed Protection Plan.

Department	Need	Amount	Rationale
DPS - Water	Replace 9500 Linear Feet of 12-Inch Water Supply Line leaving WTP	\$100,000.00	Survey and design replacement of 9,500 linear feet of water main supplying the neighborhoods of Hoyt's Lane, Pine Hill Road and Spring Lane. This line is over 100 years old and originally supplied water from the Artichoke Pump Station to the Water Treatment Plant.
DPS - Water	Replace Water Supply Line Leaving the Water Treatment Plant (WTP)	\$50,000.00	Survey and design replacement of the City's main water supply line leaving the water treatment plant which was originally constructed in the 1800's. The Whittier Bridge Project constructed a new section from the WTP to a point just east of Route 95. This project will connect to that new line and replace the 120+ year old line that runs through Moseley Woods, approximately 2,000 linear feet.
DPS - Water	Public Water Supply Resiliency Plan	\$40,000.00	Bartlett Spring Pond, Lower Artichoke Reservoir Dam, and the Artichoke Pumping Station are vulnerable to flooding, storm surge, rising seas, and floodwaters from the Merrimack River. Preparations must be made to protect these vital systems from flood damage, especially in light of climate change impacts which bring more intense storms. Phases I and II would be the Resiliency Plan and Feasibility Study and Design phases.
DPS - Sewer	Budget Reserve (Rate Stabilization)	\$375,000.00	The proposed FY19 budget for the Sewer Enterprise Fund is an increase of \$333,239 driven by new debt service from the Hale/Graf Force Main Project, Odor Control Improvements Project and Graf Road Pump Station Project. In light of the increasing debt service for FY19, the Water and Sewer Commission recommends reserving \$375,000 in retained earnings for the purpose of stabilizing rates. The last rate increase was effective July 1, 2015 for FY16. In addition to the debt service increase, the consumption of water which is used to calculate both the water and sewer rates has decreased over the last several years.
DPS - Sewer	One-½ Ton Diesel Dump Truck with Plow	\$60,000.00	The purchase of the new one-½ ton diesel dump truck with plow will replace a 2006 Ford F550 which is in very poor condition. This vehicle is used daily for moving equipment, tools and plowing. Due to the current condition, this vehicle may need to be removed from service.

Department	Need	Amount	Rationale
DPS - Sewer	10-Wheel Dump Truck - 3 year lease/purchase	\$47,975.00	<p>The 10-wheel dump truck is used to haul sludge from the Wastewater Treatment Facility almost daily. The current vehicle is from 2004 and has exceeded its normal life due to the environment and the material being transported. Due to the replacement cost, a three-year lease/purchase plan of \$47,972.08/year is requested rather than the one-time full purchase price.</p>
DPS - Sewer	Feasibility Study – WWTF & Sewer System Resiliency Plan	\$75,000.00	<p>The request for funding the Feasibility Study and Design phase of the Wastewater Treatment Facility and Sewer System Resiliency Plan is considered a high priority. The Wastewater Treatment Facility and many of the City’s sewer pumping stations are vulnerable to flooding, storm surge and rising seas. Preparations must be made to protect the facilities from flood damage especially in light of climate change impacts which bring more intense storms. The City has been working with other communities, as well as, with State and Federal agencies on this important issue.</p>
Total Funding		\$1,622,975.00	



City of Newburyport FY 2018 BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2018 MAY 22 PM 12: 21

Department: Harbormaster
Submitted by: Paul Hogg **Date Submitted:** 5/29/2018

Transfer From:

Account Name Retained Earnings YTD Bal: \$ 536,265.00
Account Number: 6520-35920 Category: \$ -
Amount: \$4,494.32 Trans I/O: \$ -
Why are Funds Available: The Massachusetts Department of Revenue certified Retained Earnings for the Harbormaster Enterprise Fund for FY2018 at \$536,265. These funds are available for any legal expenditure at the recommendation of the Mayor and a majority vote of the City Council.

Transfer To:

Account Name HBR Debt Service YTD Bal: \$ -
Account Number: 652009-59100 Category: \$ -
Amount: \$4,494.32 Trans I/O: \$ -
Why are Funds Required: We did the final borrowing for the new Transient Boaters Facility in late April 2017, right around the time the FY18 budget was submitted, therefore we did not have final FY18 debt service figures at that time. We budgeted \$70,041.00; total FY18 debt service is \$74,535.32.

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

Donna D. Holaday
Ethan R. Manning

Date: 5/22/18
Date: 5/22/18



City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

MAY 22 PM 12: 22

Department: Youth Services

Submitted by: Andrea Egmont, Director

Date Submitted: 5/29/2018


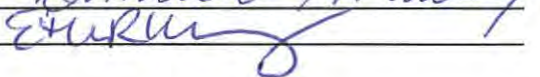
Transfer From:

Account Name	Recreational Services Revolving Fund	YTD Bal:	\$	106,057.30
Account Number:	01-35910	Trans In:	\$	-
Amount:	\$15,000.00	Trans Out:	\$	-
Why are Funds Available:	<i>Funds are generated from the operation of Youth Services programming, as well as, renting out space at the Brown School for functions and events.</i>			

Transfer To:

Account Name	YTH Brown School Expenses	YTD Bal:	\$	(11,822.68)
Account Number:	01542007-57843	Trans In:	\$	-
Amount:	\$15,000.00	Trans Out:	\$	-
Why are Funds Required:	<i>The Brown School Expenses line item was budgeted at \$40,000 for FY18; we are anticipating a deficit of approximately \$15,000 by year-end to pay open invoices for oil deliveries, as well as, electricity costs. In addition to utility expenses, \$3,441 was spent over the winter in order to keep the boiler functional. Additionally, over the winter, \$3,143 was spent to replace a fence that had fallen down between the playground and an abutting property.</i>			

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

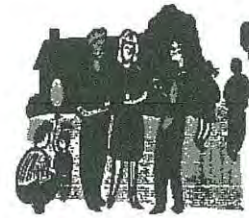



Date: 5/22/18
Date: 5/22/18

COMMUNICATIONS

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 MAY 17 AM 8:50



CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

BLOCK PARTY APPLICATION

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

DATE OF REQUEST: 5.8.18

CONTACT INFORMATION

FIRST AND LAST NAME: Lori McIntosh

MAILING ADDRESS: 10 Tyng Street

PHONE NUMBER: (414) 308-2341

E-MAIL ADDRESS: lorimcintosh2010@hotmail.com

BLOCK PARTY INFORMATION

BLOCK PARTY DATE: Friday June 22, 2018

DESIRED STREET CLOSING LOCATION: Tyng @ Merrimac + Tyng @ Monroe
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: Lower Tyng St.

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

REGULATIONS

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

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

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

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

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

Applicant Signature

[Handwritten Signature]

Date

5.8.18

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHALL

4 Green Street

FIRE CHIEF

Greenleaf Street

DEPUTY DIRECTOR

1 Perry Way

CITY CLERK

60 Pleasant St.

[Handwritten Signatures]

City use only:

Approved

-Denied

Date



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 MAY 14 PM 3:22

CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

BLOCK PARTY APPLICATION

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

DATE OF REQUEST: 5/14/18

CONTACT INFORMATION

FIRST AND LAST NAMES: BRUCE CAMPBELL

MAILING ADDRESS: 10 CHESTNUT ST.

PHONE NUMBER: 978 462 2054 - 978-457-3935

E-MAIL ADDRESS: bassvet138@gmail.com

BLOCK PARTY INFORMATION

BLOCK PARTY DATE: JUNE 23, 2018

DESIRED STREET CLOSING LOCATION: ~~BROMFIELD ST, CHESTNUT & BARTLET~~
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: CHESTNUT ST.

DESIRED STREET CLOSING TIME: 4:00 PM - 10:00 pm
Block Parties should run no later than 10:00 p.m.

ATX Chestnut - from barricade to Bartlet Barricade

REGULATIONS


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

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

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

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

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

Applicant signature:  Date: 5/14/18

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHALL

4 Green Street

FIRE CHIEF

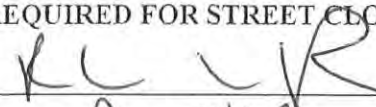
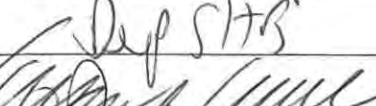
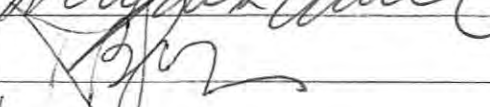

Greenleaf Street

DEPUTY DIRECTOR

1 Perry Way

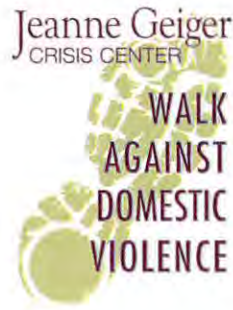
CITY CLERK

60 Pleasant Street

 5/14/18
 5/11/18



City use only:

Approved _____ Denied _____ Date _____



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2018 MAY 22 AM 9:00

May 21, 2018

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

Dear Mr. Connell and City Council Members,

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

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

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

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

Thank you for your consideration.

Sincerely,

Suzanne C. Dubus
Chief Executive Officer

Cc: Richard B. Jones, City Clerk

enclosure

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. _____

Fax. _____

2018 MAY 22 AM 9:00

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

NAME OF EVENT: Jeanne Geiger Crisis Center Walk Against Domestic Violence

Date: 10/11/18 Time: from 8 AM to 11 AM

Rain Date: _____ Time: from _____ to _____

2. Location: Waterfront Park (please see attached map for walk route)
rail trail and walk route

3. Description of Property: _____ Public Private _____

4. Name of Organizer: Jeanne Geiger Crisis Center City Sponsored Event: Yes _____ No

Contact Person Ashley Selfridge

Address: 2 Harris St. NBPT, MA Telephone: 978-465-0999

E-Mail: aselfridge@jeannegeiger.org Cell Phone: 603-486-7150

Day of Event Contact & Phone: Ashley Selfridge, 603-486-7150

5. Number of Attendees Expected: 500

6. MA Tax Number: 22-2474823

7. Is the Event Being Advertised? YES Where? local media, radio, social media

8. What Age Group is the Event Targeted to? 25-60

9. Have You Notified Neighborhood Groups or Abutters? Yes No _____, Who? Newburyport Parks
Newburyport Waterfront Trust

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

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

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

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

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

If yes:

- a) How many trash receptacles will you be providing? none. we use the parks and empty them
- b) How many recycling receptacles will you be providing? 10
- c) Will you be contracting for disposal of : **Trash** Yes ___ No **Recycling** Yes ___ No
- i. If yes, size of dumpster(s): **Trash** _____ **Recycling** _____
- ii. Name of disposal company: **Trash** _____ **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? trash in the parks cans, recycling in the bins we bring

If no:

- a) # of trash container(s) to be provided by DPS none
- 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)

0 Standard # 0 ADA accessible

Name of company providing the portable toilets: We use the public toilets at waterfront Park and provide extra toilet paper.

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:

Jeanne Geiger Crisis Center

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

2 Harris Street Newburyport, MA 01950

978-465-0999

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

Ashley Sefridge - JBCC

2 Harris Street NBPT, MA

603-486-7150

4. Date of Event: 10/7/18 Expected Number of Participants: 500

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

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

Waterfront Park, rail trail, High Street, Merrimac Street

7. Locations of Water Stops (if any):

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

9. Formation Location & Time for Participants: Waterfront Park - 8am

10. Dismissal Location & Time for Participants: Waterfront Park - 11am

11. Additional Parade Information:

• Number of Floats: n/a

• Locations of Viewing Stations: n/a

• Are Weapons Being Carried: Yes ___ No ___ n/a

• Are Marshalls Being Assigned to Keep Parade Moving: Yes ___ No ___ n/a

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

CITY MARSHAL [Signature] 4 Green St.

FIRE CHIEF [Signature] 0 Greenleaf St.

DEPUTY DIRECTOR [Signature] 16A Perry Way

CITY CLERK [Signature] 60 Pleasant St.

(4 Swamscot (2 detail officers required))

DEPARTMENT APPROVAL (for Committee Member use only):

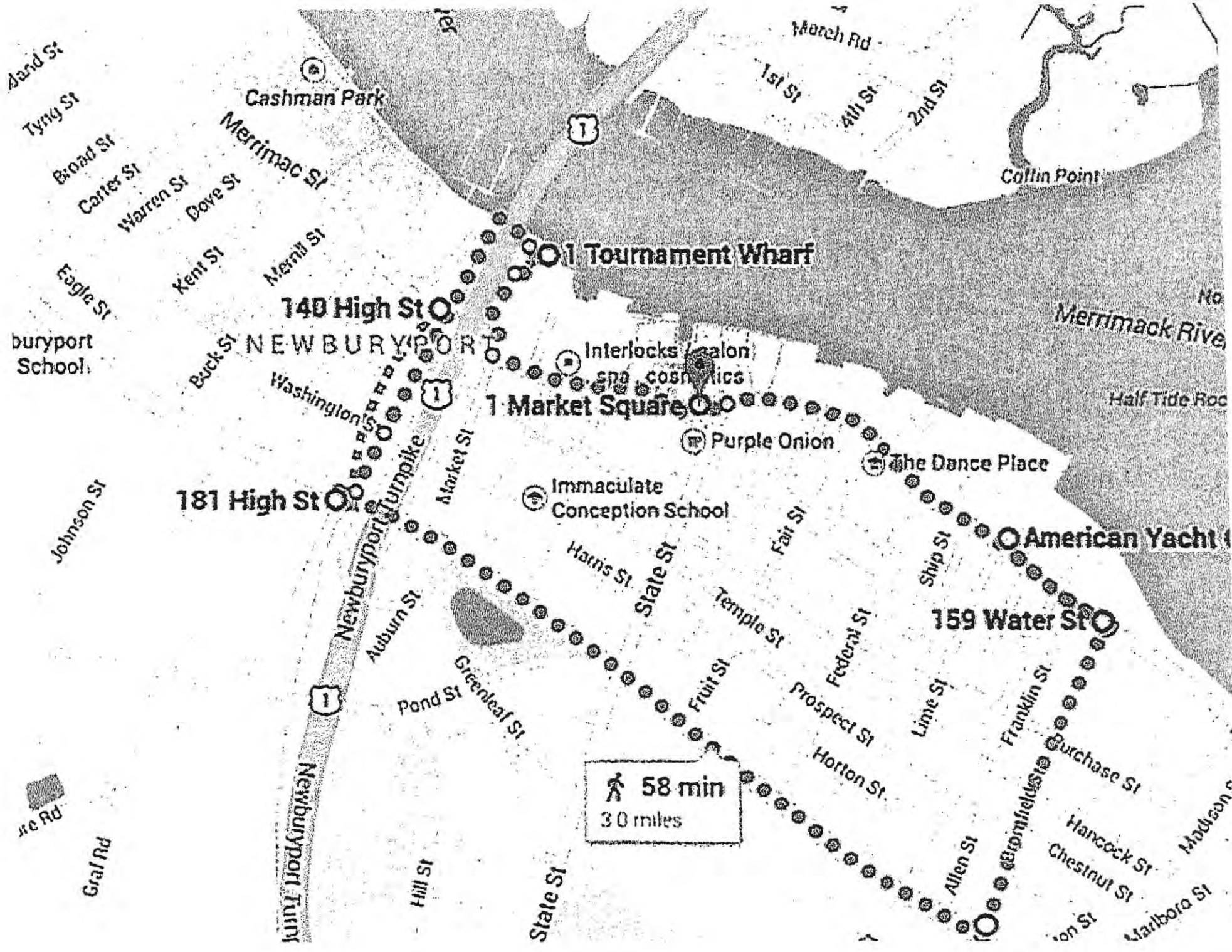
It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require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



 **58 min**
3.0 miles

Tournament Wharf

140 High St

1 Market Square

181 High St

159 Water St

American Yacht

Immaculate Conception School

**Interlocks salon
spa cosmetics**

Cashman Park

Newburyport School

The Dance Place

Purple Onion

Collin Point

Merrimack River

Half Tide Rock

March Rd

1st St

4th St

2nd St

Merrimac St

Broad St

Carter St

Warren St

Dove St

Kent St

Merrill St

Eagle St

Newburyport

Washington St

Market St

Washington St

Newburyport Turnpike

Auburn St

Pond St

Greenleaf St

Harris St

State St

Temple St

Fair St

Lime St

Federal St

Prospect St

Horton St

Fruit St

Franklin St

Purchase St

Hancock St

Chestnut St

Madison St

Marlboro St

Ice Rd

Graf Rd

Hill St

State St

Newburyport Turnpike

Acad St

Tiny St

Broad St

Carter St

Warren St

Dove St

Kent St

Merrill St

Eagle St

Johnson St

Additional Named Insureds

Other Named Insureds

Attn: Liz Morin

Other

Attn: Liz Morin

Doing Business As

S.A.F.E. Studio Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/18/2018

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

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

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Lori Keiffer PHONE (A/C, No, Ext): (800) 333-7234 E-MAIL ADDRESS: LKeiffer@easterninsurance.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Jeanne Geiger Crisis Center, DBA: Attn: Liz Morin 2 Harris Street Newburyport MA 01950	NAIC #

COVERAGES **CERTIFICATE NUMBER:** 18 GL UMB **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1793704	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB621977	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Walk Against Domestic Violence
 Location: Water Front Park, Newburyport, MA
 located behind the Firehouse Center for Arts,
 1 Market Square, Newburyport, MA 01950
 Date: October 7, 2018, from 8:00 AM - Noon
 The Newburyport Waterfront Trust is additoinal insured for General Liability

CERTIFICATE HOLDER The Newburyport Waterfront Trust City Hall 60 Pleasant Street Newburyport, MA 01950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Koegel/LKEIFF
---	--

Additional Named Insureds

Other Named Insureds

Attn: Liz Morin

Other

Attn: Liz Morin

Doing Business As

S.A.F.E. Studio Inc

**APPOINTMENTS
FIRST READING**



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

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

A handwritten signature in cursive script, reading 'Donna D. Holaday', written diagonally across the right side of the page.

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: May 15, 2018
Re: Re-Appointment

I hereby re-appoint, subject to your approval, the following named individual as Fire Chief for the City of Newburyport. This term will expire on June 1, 2023.

Christopher J. LeClaire
37 Marshview Circle
Seabrook, NH 03874



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2018 MAY 16 AM 11:29

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: May 16, 2018
Subject: Re-Appointment

I hereby reappoint, subject to your approval, the following named individual as a member of the Newburyport Housing Authority. This term will expire on August 1, 2023.

Thomas O'Brien
11 Moseley Avenue
Newburyport, MA 01950



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR

DONNA D. HOLADAY, MAYOR

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 MAY 16 PM 2:08

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
Subject: Re-Appointment
Date: May 16, 2018

I hereby re-appoint, subject to your confirmation, the following named individual as a member of the Human Rights Commission. This term will expire on June 1, 2021.

Ahmer Ibrahim
85 Prospect Street
Newburyport, MA 01950



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 MAY 21 PM 1:40

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: May 21, 2018
Subject: Appointment

I hereby appoint, subject to your approval, the following
named individual as a member of Planning Board to fulfill
the unexpired term of Joseph Lamb. This term will expire
on August 31, 2021.

Rishi (Surajit) Nandi
14 Spring Street
Newburyport, MA 01950

May 18, 2018

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

Dear Mayor Holaday,

address
14 Spring Street
Newburyport, MA 01950

tel 617-308-8639
email r7nandi@icloud.com

My name is Rishi Nandi and I am a resident on Spring Street here in Newburyport. I am writing to express interest in the vacancy on the planning board because I feel I can meaningfully contribute to the conversation regarding the built environment of our city.

I am a practicing architect in the Boston area registered within the state of Massachusetts and a USGBC LEED Accredited Professional (Sustainability). Currently I am completing my accreditation for RELi certification (expected in June of this year) which will also provide me an in depth background in the subjects of environmental and social resiliency and systems thinking. The RELi certification has been adopted by the USBGC (creators of LEED) and will be rolled out as a certification path to the public sometime in the next year.

The majority of my professional work has centered on the execution of large projects for a number of educational clients including Harvard, MIT, Columbia and Northeastern University. The projects are typically high energy facilities that require creative approaches on how to manage resources while still supporting the specific teaching/research missions of the community they are meant to serve.

In the past I have also been engaged with my local community. While living in Salem, MA I served on Mayor Driscoll's Renewable Energy Task Force. The task force was borne from a DOER grant that established an energy manager for the city. Unfortunately we were largely ineffectual due to the significant public pushback regarding our signature goal; a wind turbine on Winter Island. That being said, it was my first experience participating in our governmental system and therefore extremely valuable. Most recently, I have helped the City of Providence with their resiliency planning by serving on a task force sponsored by the AIA and Northeast Municipal Sustainability Council. The task force was comprised of a number of professionals with a background in resilience planning and resulted in an initial report and recommendations for the city. The report can be found here: <http://www.northamptonma.gov/DocumentCenter/View/5360/Common-Threads-DART-Providence-RI-Final-3212017>.

We moved here three years ago because of the urban downtown and natural beauty of the area. That same beauty, however, represents a risk that many communities have not begun to consider. The necessary adaptations and

required dialogue for how to approach these improvements is even further out of our minds. My training has centered on how to frame this conversation to help communities better prepare. Working to help ensure a long term vision for the city we love that is responsive to the risks we collectively face is why I feel I would be a good fit for the vacancy.

I have attached my resume for your review. I would welcome the opportunity to meet with you and discuss the vacancy in more detail to see if I would be a good fit. Please let me know if this is possibility.

Sincerely,

A handwritten signature in black ink, appearing to read "Rishi Nandi". The signature is stylized and somewhat cursive.

Rishi (Surajit) Nandi AIA, LEED AP, RELi AP (pending 6/2018)

SURAJIT NANDI

AIA #38282054
Mass License # 50491
LEED AP
RELI AP (Pending 6/2018)

address

333 Essex Street
Unit 3
Salem, MA 01970

(p) 617.308.8639
(e) r7nandi@yahoo.com

Profile

A team oriented professional with seventeen plus years of experience practicing within architectural offices. Professional development has centered on collaborating with owner representatives and members of the project team to creatively solve difficult problems and apply these solutions within the built environment. Experience includes exterior detailing, atrium design, coordination of building infrastructure and budget management for higher education clients. An active civic participant focused on finding resilient solutions for our communities.

Experience

Associate/ Senior Project Architect, Perkins + Will

Various Projects Boston MA (2017-Current)

Since re-joining Perkins + Will in 2017, I have been shepherding a \$76 million dollar renovation for Northeastern University that was a direct award to us due to my existing relationships. The project is phased renovation that looks to make renovations to the existing teaching laboratories within the building while bringing the building into code code compliance. As part of the improvements the project is focusing on energy utilization and how best to make phased replacements of existing equipment in a manner that allows continuous operation of the facilities. This process requires verification of the existing conditions; establishment of an idealized building program; analysis of the energy usage for the phased implementation of the programs; life cycle cost assessments providing relevant information regarding fiscal payback; first cost evaluations; and constructibility analyses.

Director of Project Management/ Project Executive, CW Keller Associates

Various Projects Plaistow, NH (2016-2017)

CW Keller is a high end fabricator which embraces alternative methods of project delivery to deliver complex architectural fabrications in wood, concrete and other materials. The approach utilizes early engagement with Architects and Contractors to achieve design intent in combination with cost certainty. As the Director of Project Management my responsibilities included the oversight of execution of all projects; working with the President and controller to establish project and shop budgets; negotiation of design assist subcontracts; shepherding the design assist process with a wide variety of clients including institutions and architects; and leading a team of four project managers and their execution of the work. In the year I was employed at CW Keller, I led projects to execute and complete the designs for architects including NAADAA, Michael Maltzan, Heatherwick Studio, Studios, Bohlin Cywinski Jackson, and Mary Ann Thompson Architects.

Associate/ Senior Project Architect, Perkins + Will

Various Projects Boston MA (2015-2016)

Projects included execution of developer science and technology projects for a number of clients including Divco West, and Boston Properties. The projects are typically new construction in the \$300 million dollar cost range. Responsibilities include: (i) Team organization and development of a work plan; (ii) Investigation and documentation of the environmental and social conditions for each project and the resilient structures to be considered by the project team; (iii) Coordination of presentation material and format with the client; (iv) Detailed narratives and documents for early bid packages (site work and exterior

wall); and (v) Design execution. Note that all projects were stopped at the end of Schematic Design and are subject to Non-Disclosure Agreements.

Associate/ Project Architect, Payette

Northeastern Interdisciplinary Sciences and Engineering Complex (ISEC)

Boston, MA (2013-2015)

Northeastern University's new Interdisciplinary Sciences and Engineering Complex (ISEC) is located on Columbus Avenue in Boston. The building will be approximately 234,000 gross square feet and will house wet and dry lab facilities, educational laboratories, classroom space and offices for faculty and graduate students. The University's intent is to hire new principal investigators to occupy the building and push global solutions in the areas of Health, Sustainability and Security. To help emphasize collaborative research, the building has been designed to put science on display. This is manifested in transparent lab zones that open out to a central atrium that looks across to the office bars. The project is currently targeting LEED Gold certification with an outside chance of achieving Platinum. As an Associate/ Project Architect, my responsibilities include: (i) Conveying design intent through presentations to senior university leadership including the President, Provost and COO; (ii) Team organization and development of a design work plan; (iii) Investigation and implementation of sustainability measures focused on the reduction of pEUI; (iv) Detailed narratives and documents for early bid packages; (v) Organization of design assist process for Curtain Wall system; (vi) Encouraged and structured the use of parametric modeling techniques within the team; (vii) One of two primary contacts with Construction Manager throughout pre-construction, GMP negotiations (Qualifications Review), Contract negotiations and Construction; (viii) Primary consultant contact for the project; and (ix) Primary permitting and regulatory contact working with city and state agencies such as the BRA and DCR.

Associate/ Project Architect, Payette

ARC Pedestrian Crossing Boston, MA (2013-2015)

Northeastern University's new Interdisciplinary Sciences and Engineering Complex (ISEC) is situated across a set of rail tracks from the Main Campus. The complex will be connected to the main Northeastern Campus by a new integrated landscape consisting of a plaza and sloped hillside leading up to a pedestrian crossing, the ARC, over the rail tracks. The Arc and landscape also serves a larger civic purpose by acting as a connector between two neighborhoods: Roxbury and Fenway. The Design of this corridor incorporates a variety of flexible interaction spaces that engage not only members of the University but the larger Boston community. The Arc consists of two crossings each consisting of 180'-0" single spans and varying in width from 14'-0" to 40'-0". As an Associate/ Project Architect, my responsibilities include: (i) Conveying design Intent through presentations to senior university leadership including the President, Provost and COO; (ii) Team organization and development of a design work plan; (iii) Investigation and implementation of the design of an uninsulated structure; (iv) Detailed narratives and documents for early bid packages; (v) Organization of design assist process for the bridge steel and guards; (vi) Encouraged and structured the use of parametric modeling techniques within the team; (vii) One of two primary contacts with Construction Manager throughout pre-construction, GMP negotiations (Qualifications Review) and Contract negotiations and Construction; (viii) Primary consultant contact for the project;

and (ix) Primary permitting and regulatory contact working with city, state and rail agencies such as the BRA, DCR, the MBTA and Amtrak.

Project Architect, Gensler

Confidential Projects NH, MA; Various Retail (2013-2013)

Project 1 is a 75,000 SF office building housing three financial groups and their support staff. The project is aiming for an all stone exterior with wood detailed trim. The focus of the design is to promote transparency and connectivity from specific program areas out to the surrounding terraces. The building will also serve as a "private residence" for the head of the financial institution. As part of the program, the team was charged with providing the ancillary support spaces necessary to help accommodate his specific goals including an extensive art storage vault designed to museum levels and security measures typically not found within typical office buildings. As Project Architect, my responsibilities included: (i) Team organization and development of a work plan; (ii) Investigation of sustainability measures including geothermal; (iii) Coordination of presentation material and format with the client; (iv) Detailed narratives and documents for early bid packages (site work and exterior wall); and (v) Schedule coordination with the Construction Manager (Primarily focused on Design Assist). Note that this project was stopped at the end of the DD phase and is subject to a confidentiality agreement expiring in 2018.

The retail projects are confidential and required their own individual confidentiality agreements set to expire in 2023.

Project Architect, William Rawn Associates

Harvard Business School (HBS) Tata Hall Boston, MA (2011-2013)

Tata Hall is a 169,000 SF executive dormitory consisting of 179 bedrooms, two 99 person classrooms, offices, and support spaces. The building achieved LEED Platinum certification and has met the internal HBS goal of 50% overall energy reduction. The buildings massing consists of two lower floors of glazing with curved stone volumes above. To help maximize transparency and connectivity to the campus, a double skin facade with horizontal venetian blinds occur on the lower two levels. Responsibilities include: (i) Lead for exterior design; (ii) sustainability coordinator working with Atelier 10; (iii) Value management and budget oversight; (iv) Primary consultant contact for the project; and (v) primary client contact for all sustainability and exterior related items.

Project Designer, Payette

Ultra Clean Laboratories, Columbia University Gary C. Comer Geochemistry Building

Lamont-Doherty Earth Observatory, NY (2009-2010)

In partnership with Pico-Trace and as part of a NIST (National Institute of Standards and Technology) grant, the Ultra Clean Labs at the Gary C. Comer Geochemistry building provides a contaminant free environment where extremely sensitive acid digestions can be performed. Responsibilities include: (i) design lead; (ii) coordination with Pico Trace and mechanical engineers; (iii) primary client contact.

Project Designer/ Exterior Envelope Lead, Payette

Harvard Art Museum Cambridge, MA (2008-2010)

In partnership with Renzo Piano Building Workshop, the Harvard Art Museum is a renovation and addition to the existing Fogg Art Museum. The scope of the exterior envelope consists of the masonry bearing wall construction of the 1929 existing building; a new wood clad gallery box; and a glazed double skin sloped wall system joining the two elements. The existing masonry walls were insulated with an inventive system similar to a rain screen developed in partnership with Arup Facade; the wood box consists of rain screen C&C milled from 4x4 blocks of clear Alaskan Yellow Cedar timber; and a double skinned exterior facade which includes exterior motorized shades which help control both solar heat gain and daylighting allowing the specific mission of the Art Conservation Laboratories the facade houses to occur. Project responsibilities include: (i) input regarding the design of exterior wall assemblies; (ii) coordination with facade, lighting and daylighting, wood scientist, structural engineers and mechanical (MEP/FP) consultants; (iii) Design Assist coordinator between design team and specialist contractor, Gartner; (iv) detailing of masonry wall systems; (v) primary facade and lighting client liaison; and (vi) coordinator of the complex exterior maintenance scheme.

Construction Administration Lead/ Exterior, Interior Envelope Job Captain, Payette MIT PDSI (Physics, DMSE, Spectroscopy and Infrastructure) Cambridge, MA 2004-2008
MIT PDSI is a 160,000 SF addition and renovation to the original Main Group of buildings at the Massachusetts Institute of Technology. The 60,000 SF addition provides new office space for the Green Center of Physics; lab space; and the infrastructure necessary for renovations to 100,000 existing square feet of Buildings 4, 6 & 8. Responsibilities included shepherding the project during construction through the review of architectural detailing, structural and MEP/ FP coordination, and daily interaction with MIT's project management team. Documentation responsibilities included detailing of interior and exterior glazed envelopes and coordination with structural engineers. The project has been published in the November 2008 issue of Architectural Record and has received the SCUP/AIA-CAE Honor Award, a 2008 Citation for Design from the Boston Society of Architects (BSA) and a 2009 Award for Design Excellence from the BSA for Higher Education building types.

Job Captain, Payette

George Washington University School of Public Health (SPHHS) Washington DC 2008-2009

Job Captain, Payette

University of Massachusetts Medical Center Chancellor's Courtyard Worcester, MA 2006

Work history between 2000 and 2004 provided upon request.

Education

Syracuse University, NY — B.Arch, 2000

Skills

Drafting. AutoCAD 2013, Hand, Revit (primarily detailing); **Architectural Rendering.** SketchUp, Working on learning Rhino with it's Grasshopper plug-in; **Image Editing.** Photoshop CC Adobe Acrobat, Bluebeam; **Presentation Software.** Keynote, Powerpoint, InDesign CC; **Spreadsheets.** Excel, Numbers; **Word Processing.** Word, Pages; **Organizational.** Outlook

Activities

Conferences. Chair Facades + Conference Boston 2018

Civic. Task Force Member - *Renewable Energy Task Force/ Resiliency Advocate* City of Salem, MA / 2012 to 2015

Participant - *MAPC Regional Planning Sessions* focused on maximizing local renewable energy strategies / 2013

Citizen- Author of *A Resilience Analysis for the City of Newburyport* regarding the West Waterfront Development/ 2017

Speaking. Payette Architecture Forum - *The White Rabbit of pEUI* / 2015

IS2L: Panel Participant - *Leveraging BIM to Meet Sustainable Design Goals* / 2014

Urban Land Institute : *A Case Study in the Design of High Performance Buildings* / 2014

ABX (Build Boston): Panel Moderator- *The Benefits of Density* / 2013

ABX (Build Boston): Panel Participant - *Crowd Sourcing Architecture* / 2012

Office Initiatives. Co-Founder of *Payette Parametrics* / 2015

Industry Initiatives. Participant in a bi-monthly round table forum focused on the Design Assist process and how to improve communication between the participant parties. The round table has been organized by BOND construction managers and consists of Owners, Architects, Design Sub-Consultants, Construction Managers and Subcontractors / 2014

Juror. Northeastern University - 2014, 2015, 2017, 2018; Boston Architectural Center / 2011.

Faculty. Boston Architectural Center/ Furniture Design Studio Faculty / 2004; Boston Architectural Center/ Studio Critic / 2002

Citizen Teacher. Citizen Schools / 2003

Co-founder. Archfest Boston (Eventually became Common Boston) / 2005-2006

Participant. Boston Homeless Census 2001-2005; Common Boston / 2006-2007

References provided upon request.



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 MAY 16 AM 11:29

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: May 16, 2018
Subject: Re-Appointment

I hereby re-appoint, subject to your approval, the following named individual as a member of the Water/Sewer Commission. This term will expire May 1, 2023.

Roger E. Jones
37 Storeybrooke Drive
Newburyport, MA 01950

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

**APPOINTMENTS
SECOND READING**

SECOND READING APPOINTMENTS

- **APPT039_05_14_18** Ronald M. Thurlow 28A Hancock St Harbor Commission 6/1/2020

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

ORDERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 29, 2018

THAT, The CITY COUNCIL of the City of Newburyport hereby approves the contract by and between the City of Newburyport and G. Mello Disposal Corp. of 95 Tenney Street, Georgetown, MA for a five-year collection and hauling agreement commencing on July 1, 2018 and terminating on June 30, 2023.

Said contract is attached hereto and incorporated herewith and marked 'Exhibit A'.

Councillor Barry N. Connell

CITY OF NEWBURYPORT

Contract Agreement
with
G. Mello Disposal Corp.
95 Tenney St.
Georgetown, MA 01833

July 1, 2018 through June 30, 2023
Five-year Collection and Hauling

CITY OF NEWBURYPORT

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Contract Terms

The following General Conditions are hereby expressly incorporated into the Agreement.

PART 2 - GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS

Whenever the following terms, or pronouns in place of them, are used in this Contract, the intent and meaning shall be interpreted as follows:

ACCEPTABLE RECYCLABLE MATERIALS: Municipal recycling material as may be defined by the Massachusetts Department of Environmental Protection, including newspaper, mixed paper, junk mail, cardboard, green, brown, and clear glass containers; bottles and jars, number one through seven (#1-7) plastic containers, aluminum and steel cans, and metal food containers. Acceptable Recyclable materials are subject to change per the Processor and/or MassDEP.

ACCEPTABLE SOLID WASTE: means all household garbage, trash, rubbish, refuse, normally or which may be hereinafter collected and disposed of by or on behalf of the Municipality, but excluding, without limitation (i) Hazardous Waste (as defined below), explosives and ordnance materials, pathological wastes, radioactive materials, lead acid batteries, sludge, highly inflammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm and other large machinery, non-burnable construction materials and demolition debris and hazardous refuse of any type or kind including those addressed by regulations adopted by the United States Environmental Protection Agency (EPA) pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (ii) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (iii) all large household appliances, commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters, and the like; (iv) any controlled substance regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (v) small appliances containing chlorofluorocarbons (CFCs) including, without limitation, air conditioners, water coolers, and dehumidifiers; and (vi) all other items of waste which Contractor reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facility or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations. In addition, the parties recognize that some substances which are not, as of the date of this Agreement, considered harmful or of a toxic nature or dangerous, may be determined by the EPA or any other federal, state, or local agency subsequent to the date hereof to be hazardous, toxic, dangerous, or harmful, and at the time of such determined, such substances shall cease to be Acceptable Waste. Acceptable solid waste is subject to change per the Municipality's Disposal Contractor and/or MassDEP.

AGREEMENT: shall include this Agreement, and any attachments, exhibits, schedules and appendices and the Proposal, all of which are incorporated by reference and are made a part of this Agreement. This Agreement constitutes the entire agreement between the parties concerning the Work and constitutes the entire agreement of the Parties. To the extent this Agreement and the Proposal are inconsistent or otherwise are in conflict, the terms and provisions of this Agreement shall prevail.

ACCEPTABLE YARD WASTE: Means materials from plants, lawns and trees, such as leaves, grass clippings, weeds, hedge clippings, garden materials, chipped wood, and brush, not to exceed 1” in diameter, tied in three (3) foot bundles. The term does not include earth materials, stones, tree trunks, stumps or large limbs.

ALTERATION: Change in the form or character of any work performed or to be performed or any change in the terms of the contract.

AUTOMATED CARTS:

- Shall be constructed of high quality polyethylene containing not less than 30 percent post-consumer recycled resin.
- Shall be of a uniform color and labeled with words approved by the Municipality.
- Shall include labeling that specifies which side of cart should face street for emptying.

AUTOMATED COLLECTION: A system of collecting solid waste or recyclable materials using trucks equipped with a mechanical arm that automatically lifts and empties the materials into the truck’s hopper.

AVERAGE COMMODITY REVENUE (ACR): Means the current market value for each recyclable commodity (including residue tons) less any direct costs of Processor related to transportation, capital improvements, or marketing of product divided by the total tons of commodities shipped from that facility over the same month.

BAG: shall mean plastic sacks designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top. Volume shall not exceed 30 gallons and total weight of a bag and its contents shall not exceed 50 lbs. Where the plural, “Bags”, is used, it shall have the same meaning as the singular.

BOARD OF HEALTH: shall mean the City of Newburyport Board of Health, the Director or his/her designee.

BULK ITEM and STICKER: Burnable bulk items shall include, but not be limited to, the following types of items: any large non-metal household items, such as mattresses, box springs, furniture, rugs or carpet equal to one 12x12 foot room (cut into four [4’] foot sections, rolled and tied), and cabinet, etc. No construction material is accepted and Bulk items require a bulk sticker, purchased from the City.

CBD: defined as the municipality Central Business District.

COMMENCEMENT DATE: shall mean, July 1, 2018, the date upon which the Contractor commences the Work pursuant to this Agreement.

COMMODITY VALUE: Means the current market value for each recyclable commodity (including residue tons).

COMPOSTING FACILITY: shall mean a municipal compost site approved and/or permitted by MassDEP for Leaf and Yard Waste, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Leaf and Yard Waste from eligible Curbside Service Recipients.

CONDOMINIUM COMPLEX: Any complex or connected cluster of Residential Units consisting of 6 or less such units. Condominium Complexes to be serviced shall be identified under applicable “Attachment B” to this contract. This definition is subject to change during this contract.

CONSTRUCTION AND DEMOLITION DEBRIS: shall mean non-hazardous solid wastes, free of asbestos, generated from the construction and/or demolition buildings, structures and roadways including, without

limitation, metal, gravel, asphalt, brick, concrete, building materials, lumber, sheetrock, plaster, brick, mortar, concrete and insulation.

CONTAINER: Barrel, dumpsters, wheeled carts, bins or other authorized or acceptable means of holding solid waste and/or recyclables for collection. A receptacle constructed of plastic, metal, or fiberglass, having handles or construction to provide adequate strength for lifting and having a tight fitting lid. The weight of the container and its contents shall not exceed 50 lbs. Size shall not exceed 45 gallons for Solid Waste and 64/96 gallons for Single Stream Recycling.

CONTAMINATION RATES: Municipality commits to maintaining a less than 10% recycling contamination rate, verified by regular Contractor audits.

CONTRACT: The written agreement executed between the Municipality and the Contractor setting forth the obligations of the parties hereunder, including, but not limited to, the performance of the work, the furnishing of all labor, vehicles, equipment and materials, and the basis of payment.

The Contract includes the Contract, Wage Rates, General and Detailed plans, any Extra Work orders and agreements, the pertinent Municipal Policies that are required to complete the work in an acceptable manner, if any, including authorized extensions thereof, all of which constitute one instrument, and may be referred to as the Contract Documents. All of the documents listed above shall be incorporated herein by reference and made a part hereof. In the event that the Contractor's Response thereto conflicts with the language, terms or conditions of the Contract Documents, then the terms of the Contract Documents shall control and supersede all other documents.

CONTRACTOR: shall mean the company or corporation receiving this Agreement to include its agents, representatives, employees, contractors, subcontractors, successors and/or assigns and the Designated Supervisor to perform the work in accordance herewith, referred to as "Contractor," "he," "him," or "it."

CRT (Cathode Ray Tube): shall mean an intact glass tube used to provide the visual display in televisions, and including, televisions (including all flat screen models such as LCD and plasma screen models), computer monitors, laptop computers and certain scientific instruments such as oscilloscopes as that term is defined in 310 CMR 30.010 and further used in 310 CMR 30.000 et sec.

CURBSIDE PICKUP: shall mean the curbside collection of the Solid Waste and Recyclable Material defined below, placed at the curb by eligible "Curbside Service Recipients".

CURBSIDE PICKUP ROUTE: shall mean that route established by the Contractor and Municipality pursuant to which the Contractor shall conduct Curbside Pickup which route may be adjusted or modified by the Municipality, at its sole discretion or with Contractor by mutual consent, from time to time throughout the Term of this Agreement.

CURBSIDE SERVICE RECIPIENTS: shall mean all eligible households, including all 1 to 6 family dwellings; businesses located downtown, and municipal buildings, as detailed on "**Attachment B**", subject to change by the City of Newburyport.

DESIGNATED SUPERVISOR: shall mean a supervisory, management level person within Contractor's organization and designated by the Contractor upon whom all notices may be served by the Municipality or upon whom complaints may be served or given by the Municipality or any Municipality resident. Service of such notice or complaint upon the Designated Supervisor shall always constitute service upon the Contractor.

DIRECTOR: The Director of Public Health for the City of Newburyport acting directly or through an authorized representative, provided such representative is acting within the scope of his or her delegated authority.

DISPOSAL FACILITY: shall mean a Solid Waste depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing and/or separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Solid Waste from the Municipality, its Municipal Facilities, and Schools and eligible Curbside Service Recipients located within the Municipality for processing and/or final disposal. Currently, the Disposal Facility, Wheelabrator is located within 25 miles of the municipality.

EFFECTIVE DATE: shall mean the date upon which this Agreement is executed.

EXTENSION YEARS: additional years a term contract/Agreement may be extended, at the discretion of the City of Newburyport (Municipality), by mutual agreement with the Contractor.

EXTRA WORK: Work that: (a) was not originally anticipated and/or contained in the Contract; (b) is determined by the Municipality to be necessary for the proper completion of the Work; and (c) bears a reasonable subsidiary relation to the full execution of the Work originally described in the Contract. A mutually agreed upon hauling fee will be negotiated if extra Work is added by the Municipality, subject to the terms provided herein.

FORCE MAJEURE: means any event or condition having a material adverse effect upon the Contractor's or the Municipality ability to perform pursuant to this Contract Agreement if such event or condition is beyond the reasonable control and not the result of willful or negligent action or lack of reasonable diligence of the parties relying thereon as justification for not performing any obligation or complying with any condition required or such party under this Contract Agreement. "Force Majeure" events or conditions may include but are not restricted to events or the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of government or regulatory authorities in Massachusetts, and strikes or lockouts which affect, impact or impede the Contractor's or the Municipality' operations.

GPS – GLOBAL POSITIONING SYSTEM: A GPS device can retrieve from the GPS system truck location and time information. It allows the Contractor and subsequently the Municipality to know when a truck has been to a particular road and what time the truck was there to establish collection if issues arise.

HARZARDOUS WASTE or HAZARDOUS MATERIALS: (as such terms may be used interchangeably) shall mean and include, without limitation, asbestos, flammable materials, explosives, radioactive or nuclear substances, polychlorinated biphenyls, other carcinogens, oil and other petroleum products, radon gas, urea formaldehyde, chemicals, gases, solvents, pollutants or contaminants that could be a detriment or pose a danger to the environment or to the health or safety of any person, and any other hazardous or toxic materials, wastes and substances which are defined, determined or identified as such in any past, present or future federal, state or local laws, by-laws, rules, regulations, codes or ordinances or any judicial or administrative interpretation thereof including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Public Health Service Act (42 U.S.C. §300(f) et seq.), the Pollution Prevention Act (42 U.S.C. §13101 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Federal Clean Water Act (33 U.S.C. §1251 et seq.), the Federal Clean Air Act (42 U.S.C. §7401 et seq.), the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws c.21E; and the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws c.21C. Also, Mercury disposal prohibition 310CMR 76.00.

HOLIDAY: shall mean Sundays in addition to: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas and such other days as agreed to in writing as between the Parties hereto.

HOUSEHOLD: shall mean the owners and/or occupants of each Residential Unit.

LATEX PAINT: may be completely dried and solidified and placed curbside with lid off for curbside trash collection.

LEAF AND YARD WASTE: shall mean deciduous and coniferous seasonal disposition including, leaves, grass and hedge clippings and tree trimmings, vine cuttings, garden materials and brush not to exceed more than one (1) inch in diameter.

MANUAL CURBSIDE COLLECTION: shall mean the accepted method of collecting refuse and recyclables by no mechanical means.

MAYORS OFFICE: The Office of the Mayor for the City of Newburyport.

METAL: shall mean all scrap metals excluding curbside Recyclable Material.

MUNICIPAL COLLECTION PROGRAM: shall mean a program, whether by means of manual or automated Curbside Collection that collects Solid Waste and Recyclable Material, by means of Single Stream Recycling, from all Municipal Facilities, Schools, and Curbside Service Recipients.

MUNICIPAL FACILITIES: shall mean the municipal locations, as listed in "Attachment D", contained herein.

MUNICIPALITY: The City of Newburyport, Massachusetts, municipal corporation duly organized under the laws of the Commonwealth of Massachusetts.

OSHA: shall mean the Occupational Safety and Health Administration of the United States Government.

OVERTHROW BAG: If instituted by the City of Newburyport, shall mean a bag, designed by the Municipality, made available for purchase by the Public Health Department or his/her designee to be used by a Curbside Service Recipient, for trash exceeding the Trash Limit (two (2) bag limit per week). Subject to change

OWNER: The City of Newburyport, Massachusetts.

PREVAILING WAGE RATES: shall mean wage rates for workers paid established by the Executive Office of Labor and Workforce Development, Division of Occupational Safety in accordance with G.L. c. 149, § 27, on a yearly basis.

PRICE ADJUSTMENT NEGOTIATIONS: For additional units above 5% (per year) or additional services added or subtracted by the Municipality stated in this Contract each year, the Municipality and Contractor shall negotiate an appropriate adjustment to Contractor's compensation over and above what is in this contract, which adjustment shall be reduced to a writing signed by the parties.

REBATE (Charge): means the percentage of value paid to the Municipality when the ACR is greater than the Threshold. When the rebate is negative, each dollar below the ACR will be charged to the Municipality through the Contractor. Rebate Split = 50% to the Municipality when the ACR is above the Threshold paid by the Contractor and then invoiced to the Municipality. The Rebate (Charge) shall be conveyed via a monthly pricing

sheet from the Processor.

RECYCLABLE MATERIAL: shall mean material that has the potential to be recycled, reclaimed, or used again and which is not commingled with non-recyclable Solid Waste or contaminated by toxic materials as per 310 CMR 19.006 and is generated and collected from Municipal Facilities, Schools and Curbside Service Recipients under the Municipal Collection Program.

RECYCLABLE MATERIAL AUDITS: Audits of Recyclable Material from Newburyport Residents may be performed at the request of the Municipality by an independent third party acceptable to Municipality and Contractor, and shall only include materials produced by residents of the Municipality, to take place at the Contractor's facility.

RECYCLING PROCESSING FACILITY: shall mean the facility where the Recyclable Material described in this Agreement shall be taken by the Contractor for processing and marketing. Facility must be licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Recyclable Material from the Municipality, its Curbside Service Recipients, Municipal Facilities and Schools located within the Municipality. The Processing Facility may be of the Contractor's choosing.

REFUSE/RUBBISH: shall mean Solid Waste, not including Recyclable Material.

RESIDENTIAL UNIT: shall mean a residential dwelling within the corporate limits of the Municipality owned or occupied by a person or group of persons comprising not more than six (6) families, unless specified on "Attachment B". A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. An apartment structure, whether of single or multi-level construction, consisting of six (6) or less contiguous or separate Residential Units and bordering an accepted street or private street or street that was planned for future acceptance by the Municipality, shall be treated as a Residential Unit.

SAFETY SUPERVISOR: A full-time employee of the Contractor who shall work with the City to address complaints related to and from those served by this contract and to identify and help manage unacceptable waste placed at curbside.

SCHOOLS: shall mean the schools listed in "Attachment B" attached hereto. Pick up shall not occur prior to 7:00 AM or after 5:00 PM without prior approval of the Director of Public Health or his/her designee. During the school year, collection may not occur within one-half (1/2) hour of arrival or dismissal time.

SINGLE STREAM RECYCLING: shall mean the method of collecting Recyclable Material by use of a single container 64/96 gallon wheeled cart where all Recyclable Material is placed.

SOLID WASTE: shall mean useless, unwanted or discarded solid or liquid material, as per 310 CMR 19.006. The term "liquid" refers to the liquid materials incidental to disposal of such useless, unwanted or discarded materials. Specifically excluded from the definition of Solid Waste are: (i) Unacceptable Waste; (ii) any Recyclable Material; (iii) dead animals; (iv) household, basement, attic or garage cleanouts pursuant to which a Municipality resident or property owner must independently contract, at his/her/its sole cost and expense to complete the cleanout in compliance with all applicable federal, state and local laws, codes, bylaws and regulations; (v) Construction and Demolition Debris; (vi) CRT's; (vii) Leaf and Yard Waste; (viii) White Goods; (ix) "Waste Ban Materials" as defined by 310 CMR 19.012 and subsequent amendments during the Term of this Agreement; and (x) automobile parts, including, without limitation, batteries, engines and auto-body parts.

TERM: shall mean a term of five (5) years, **commencing July 1, 2018**, as may be further extended, upon the terms and conditions contained in this Agreement.

THRESHOLD: means the base rate required to process recyclable material to cover capital investments by the Processor.

TRANSPORT or TRANSPORTATION: To transfer or carry acceptable solid waste and/or recyclables in an approved and lawful vehicle from the point of collection or pickup to some approved site, in accordance with the terms and Conditions of this Contract.

TRASH LIMIT: shall mean five (5) Bags or three (3) Containers not to exceed 96 gallons in total and, in any event, each not exceeding 50 lbs. in total. Curbside Service Recipients will be allowed to place a combination of bags and containers at curbside not exceeding 96 gallons, plus one Bulk Waste item with sticker, per week per household. Newburyport reserves the right to institute a two-barrel limit and/or an over the limit bag (two [2] bag limit) per week during this contract.

UNACCEPTABLE SOLID WASTE: shall mean all hazardous material or waste as defined in 310 CMR 19.000, those items covered under the mercury disposal prohibition pursuant to 310 CMR 76.00, all Solid Waste rejected from the Disposal Facility, ineligible commercial garbage, Construction and Demolition Debris, ash from heating plants, wood and coal stoves, stones, rocks, automobile parts, used tires and waste oils, pesticides, recyclables, sharps, medical and sewage wastes.

UNACCEPTABLE RECYCLABLE MATERIAL: All Acceptable Solid Waste, Hazardous Waste, those items banned from disposal as per 310 CMR 19.017, ineligible commercial garbage, wood and coal stoves, stones, rocks, dead animals, automobile parts, sewage wastes, dead animals, construction debris and waste, white, light iron goods, yard waste, and other materials deemed unacceptable.

WHITE GOODS: shall mean ovens, stoves, refrigerators, water coolers, bubblers, dishwashers, clothes dryers, washing machines, freezers, air conditioners, dehumidifiers, hot water heaters, space heaters, microwaves and any items containing pressurized refrigerant. White Goods shall be classified as either refrigerant containing or non-refrigerant containing types.

WORK: The work shall mean the services to be performed by the Contractor, under the Contract, including but not limited to the furnishing of all materials, labor tools, vehicles, equipment and incidentals, and everything required of the Contractor under, and reasonably inferable from the terms of this Contract, provided that the words "as permitted," "as required," "as approved", or words of like effect shall mean that the direction, permission or requirement of the Municipality, and similarly the words of like import shall mean "approved," "acceptable," "satisfactory to the Municipality" unless otherwise provided herein. The words "necessary," "suitable," "equal," or like words shall mean necessary, suitable or equal in the opinion of the Municipality.

2. TERM OF CONTRACT

The Contract shall commence work on July 1, 2018 and the work shall continue through June 30, 2023.

The Municipality and the Contractor may by mutual consent, renew the Contract for two (2) additional five (5) year terms. The renewal option shall be exercised by mutual consent, in writing within ninety (90) days of the expiration date of this Contract.

3. SERVICES TO BE PROVIDED

A. ACCEPTABLE SOLID WASTE COLLECTION

Contractor shall provide to the Municipality all labor, services, equipment, vehicles and materials required for weekday (unless otherwise stated) curbside and container collection, transportation of Acceptable Solid Waste, as defined herein, and generated within the Municipality to exclude unacceptable solid waste, hazardous material, construction and demolition debris and white, light iron goods.

Contractor shall also provide to the Municipality all labor, services equipment, vehicles and material required for weekday (unless otherwise stated) curbside and container collection, transportation and processing of Acceptable Recyclable Materials, as defined herein, and generated within the Municipality to exclude acceptable solid waste, hazardous material, and white, light iron goods. Single stream collection shall be employed for the collection of all recyclable materials in the Municipality.

In the event there is a weekday holiday, the collection schedule will be advanced one day, to include Saturday. No collection will be made on the following legal holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Municipality reserves the right to add holidays at its discretion. In this case holiday schedule pickup will be implemented.

No collection shall be made before 7:00 A.M. or after 5:00 P.M., or other times as restricted by any ordinances of the Municipality, except with the written permission of the Municipality. The Contractor shall collect all waste timely deposited when it is in appropriate containers or when it can be determined that it was set out with the intention of being so collected.

No acceptable solid waste meeting trash limit shall be refused for collection and transportation. No acceptable recyclable materials shall be refused for collection. From the time of commencement of this contract, Contractor shall notify the Municipality immediately as to inappropriate materials waste or recycling materials left at the curb improperly. Said notification shall be made in a method approved by the Municipality, which may include but not be limited to a daily written report. In addition, the Contractor shall contact the Municipality each day by 2:00 P.M. to receive reports of missed collections deemed to be the fault of the Contractor and implement corrective action to effect pickup at missed locations by the end of the day (5:00 P.M.)

Residential collections shall be made at curbside. The City of Newburyport currently allows each eligible residential unit a maximum of three 35 gal. barrels or the equivalent of 5 bags curbside each week, along with one bulk item per week. The amount of barrels or bags may be reduced during the term of this contract. The City may elect to pursue an Automated Cart program for solid waste, per the terms set forth herein. The Contractor must place empty containers at curbside in an upright position.

No construction, demolition material, industrial materials or cleanouts of residential properties will apply to this contract. Cleanouts are those residential units which are generally moving out of the property. When cleanouts occur as a result of emergencies, fires or serious storm events which cause damage the Contractor will be required to provide collection and hauling at an agreed upon hauling and disposal rate

In addition, the Contractor shall provide five (5) dates for yard waste collection to the City of Newburyport. The pickup weeks will be determined on a yearly basis by the Director. Pickup days may follow the same schedule as solid waste collection or on a Saturday.

Contractor will provide a roll-off dumpster, to be placed at a location determined by the City of Newburyport, for the collection of White Goods. The dumpster will be emptied once every month by the Contractor. The Contractor will transport and dispose of the white goods at a site approved by the Massachusetts Department of Environmental Protection and chosen by the Contractor. The cost of this service including recycling, should be included in the contract.

The Contractor is solely responsible for establishing, managing and abiding by any required agreements or contracts with the processing of a white goods disposal site, at no additional charge.

The Contractor agrees to follow the existing and established routes for up to the first three (3) months of the contract.-The Contractor will make every reasonable effort to collect areas in the same sequence each week.

Any significant changes to routes established as of October 1, 2018 shall be made only with the express written approval of the Municipality.

No scavenging of materials placed out for collection shall occur by the Contractor or its employees, representatives or subcontractors.

“Attachment B” specifies the total units to receive solid waste and recycling collection. The Municipality shall be allowed, in its sole discretion, to increase the number of Units to be serviced by the Contractor at no additional cost to the Municipality, up to 5 percent per year of the quantity of Residential Units stated in this Contract. For all Units added by the Municipality in excess of 5 percent of the quantity of the total Units stated in this Contract, the Municipality and Contractor shall negotiate an appropriate adjustment to Contractor’s compensation for such excess quantity.

Special events, downtown and park receptacles: If required by the Health Department, the Contractor shall provide roll-off containers and dumpsters as needed for the collection and disposal of solid waste, recycling or other materials for Yankee Homecoming.

Contractor shall receive title to all solid waste and recyclable material upon its acceptance and collection until the deposit and acceptance of the material at the point of disposal. The Municipality shall not be considered the generator of such material for any purpose.

B. DISPOSAL

SOLID WASTE

The Contractor understands and agrees that the solid waste collected pursuant to this Contract shall be disposed of at a site approved by the Massachusetts Department of Environmental Protection (DEP). All solid waste collected for the Municipality shall be transported to and disposed of at the Municipality’s Disposal Contractor, a disposal facility within 25 miles of the municipality. (“Disposal Contractor”)

The Contractor is solely responsible for cooperating, and abiding by the policies and procedures of the Municipality’s Disposal Contractor, and Contractor shall abide by all rules, regulations and restrictions set by the Disposal Contractor.

Notwithstanding anything to the contrary in this Agreement, Contractor shall be bound to Municipality to the same extent that Municipality is bound to its Disposal Contractor under Municipality’s contract with the Disposal Contractor (“Disposal Contract”), which is attached hereto and incorporated herein by reference. Contractor represents and warrants that it has carefully examined and is thoroughly familiar with the terms of the Disposal Contract.

YARD WASTE

The Contractor shall deliver Newburyport's collected yard waste to their Municipality's yard waste Site or other agreed upon location.

C. RECYCLING PROCESSING FACILITY

The Contractor understands and agrees that the recyclable materials collected pursuant to this Contract shall be processed at a site approved by the Massachusetts Department of Environmental Protection (DEP). All recyclable materials collected for the Municipality shall be transported to and processed at a site chosen by the Contractor.

The Contractor is solely responsible for establishing, managing and abiding by any required agreements or contracts with the processing site. The Contractor shall guarantee that no recyclable materials collected per this contract will be incinerated or deposited into a landfill, unless directed to do so by the Municipality on a temporary basis pursuant to a waiver granted from the MassDEP.

The Contractor is responsible for getting the collected recyclable material to the processing facility approved by MassDEP.

D. CLEAN UP

The Contractor shall clean up all loose materials, debris, and trash under and around any Containers provided pursuant to this Contract and any spillage that occurs from emptying said containers. Clean-up shall include, but not limited to, picking up litter and debris and sweeping surfaces around the container and/or within the enclosure. The Contractor shall thoroughly disinfect each container during the months of April, June, August and October; and, otherwise regularly deodorize them.

The Contractor shall not allow solid waste to be scattered about the street or private property during pick-up. Any waste, materials or liquids from the solid waste or recyclable materials or resulting from the collection of solid waste or recyclables spilled or dropped on public or private streets, sidewalks, driveways, or other property during pick-up shall be immediately collected and removed by the Contractor.

E. COLLECTION ROUTES AND SCHEDULES

Collection routes, hours and days of collection shall be as established by the Contractor and Municipality. Currently there are five routes, one each weekday with the exception of weekends and the holidays referenced herein for Newburyport. No modification to the routes or schedule shall be made without the prior approval of the Municipality.

F. PROPER EQUIPMENT

All equipment shall be maintained in efficient, safe, clean and good condition and be in good repair, at all times while performing work under this Contract. All trucks, trailers, containers and equipment shall have appropriate signage denoting Contractor's name affixed at all times while in use.

All collection trucks must be equipped with GPS devices, in good working order, in order to track the streets and times a truck has been on its route.

All dumpsters referenced herein (not including roll-offs) shall be provided with covers to reduce exposure of rubbish and recyclables to elements and to reduce odors to the extent possible. Said containers shall be maintained in good working order and repair at all times by the Contractor.

If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Municipality shall direct the Contractor to remove such equipment or such operators and replace immediately with equipment or an operator capable of performing the scope safely and properly to the satisfaction of the Municipality, and Contractor shall, promptly and without delay, so as directed.

Contractor must supply to the Municipality copies of registrations issued by the Massachusetts Registry of Motor Vehicles for each vehicle used along with their truck number

G. WEATHER CONDITIONS

Contractor must be familiar with all weather conditions prevailing in this area and familiarize itself thoroughly with the route and provide proper equipment and sufficient labor to perform Work under the Contract.

H. LICENSES AND PERMITS:

The Contractor shall obtain and assume all cost for all Local, State and/or Federal licenses and permits that are or may become necessary for collection and transporting of solid waste and recyclable materials under this Contract.

I. PERSONNEL:

The Contractor shall employ competent and courteous employees, and when directed to do so by the Municipality, for just cause, shall replace immediately any incompetent or discourteous employee in accordance with applicable law and standards.

J. COMPLIANCE WITH LAWS AND REGULATIONS:

At all times the Contractor's transport operation shall be conducted in compliance with all applicable Federal and State laws, rules and regulations, codes and regulations of the Municipality, and its ordinances and/or regulations. The Contractor is responsible for compliance with any and all regulations regarding the proper disposal of materials.

Materials Currently Banned from Disposal or Transfer for Disposal in Massachusetts

- Asphalt pavement, brick and concrete
- Cathode ray tubes
- Clean gypsum wallboard
- Commercial food material
- Ferrous and non-ferrous metals
- Glass and metal containers
- Lead acid batteries
- Leaves and yard waste
- Recyclable paper, cardboard and paperboard
- Single-resin narrow-necked plastic containers
- Treated and untreated wood and wood waste (banned from landfills only)
- White goods (large appliances)
- Whole tires (banned from landfills only; shredded tires acceptable)

K. ROUTE OBSTRUCTIONS:

If streets are blocked for any cause, the Contractor shall notify the Municipality of such blockage and return prior to leaving the Municipality for the day to collect said street. In the event that the street remains inaccessible, the Contractor shall promptly notify the Municipality and will await further directions from the Municipality which may include a directive to hand carry the solid waste, and other matter to be removed, to the truck. The Municipality will try and give advance notice of such road closures in their municipality.

L. CONSTRUCTION AND DEMOLITION DEBRIS:

In accordance with Municipal policies no construction and demolition debris shall be picked-up and disposed of by the Contractor. It is the responsibility of the property owner or building contractor generating such debris to secure proper permits for construction and demolition debris from the Building Department and to dispose of such debris. Construction and demolition debris shall be marked by the Contractor in a manner agreed to by and with the Municipality and be reported to the Municipality in the daily report.

M. EDUCATIONAL PROGRAMS:

The Contractor shall provide educational services to the Municipality each year of the Contract. Educational services shall include but not be limited to the printing and distribution by mail to all customers covered by this Contract of updated collection and recycling brochures or other educational materials as approved by the Municipality. The provision of additional copies of promotional and educational materials for distribution through the Municipality's school system and other community organizations shall be made available as the Municipality deems necessary.

The cost of materials and mailings shall not exceed:

\$10,000.00 per calendar year.

This Educational provision will be instituted at the start date of this Contract (July 1, 2018) and shall continue each year thereafter.

N. UNACCEPTABLE WASTE / RECYCLABLE MATERIAL

If, in the opinion of the Contractor or one of its employees, the solid waste/recyclable material of a particular house should not be collected because of a violation of the conditions of collection as set forth herein, a tag shall be attached by the Contractor to the container stating the reason therefore. The unacceptable items should be kept inside the container, and the Contractor shall include a report of materials tagged as part of its daily reporting to the Municipality.

O. AUTOMATED COLLECTION SERVICES:

The Automated Carts will have attached covers/lids, be marked clearly as recycling and/or trash containers and have attached wheels. The Contractor shall inventory, deliver and maintain the carts, including providing replacements, repairing damaged carts or supplying additional carts as needed. (If Automated Carts are supplied, 100 additional recycling / trash carts will be delivered to the municipality each fiscal year for delivery to new homes, move outs and damaged carts.) If Carts are purchased within this contract, the carts will be owned by the Municipality at the end of the contract. All existing carts are the property of the City of Newburyport at the end of this five-year contract. If contract is not renewed with Contractor then labels will be required to cover both sides of the carts where Contractors name appears.

The Municipality reserves the right to require implementation of automated solid waste collection services during the life of the contract. This option will be exercised no sooner than Jan. 1, 2019, or such other date as determined by the Municipality. If the Municipality chooses to exercise this right, it will notify the Contractor no less than four (4) months in advance of the intended implementation date and shall negotiate with Contractor

an appropriate adjustment to Contractor's compensation for the automated solid waste collection services, which shall be consistent with Contractor's proposal price. The Municipality however are not required to adopt automated solid waste collection at any time during this contract. If automated cart collection is enacted by the Municipality, the automated cart operations provided by the contractor shall be governed by the terms below.

Automated Cart Delivery/Replacement/Repair. [TO THE EXTENT ORDERED BY MUNICIPALITY]

1. Automated Cart Maintenance/Replacement/Repair.

Contractor shall, at its own cost and expense be responsible to maintain, repair or replace Automated Carts not functioning properly due to damage during the Term of the Agreement. Contractor shall replace Automated Carts within seventy-two (72) hours of receiving notice from the City of Newburyport, except that the Contractor reserves the right to charge, at rates designated on the attached Pricing Schedule, for replacement of damaged Automated Carts as the result of the intentional or negligent conduct of the Contractor.

2. Additional Carts per year.

As new Households are added throughout the Term, the Municipality shall notify the Contractor in writing of the number of new Households if new households are greater than 100. Following such notice, the Contractor shall promptly notify the Municipality of the additional cost, (above and beyond the additional 100 carts per year), of the Automated Carts necessary to accommodate the new Households.

P. MUNICIPALITY CONTRACTS WITH OTHER FIRMS:

Contractor understands and acknowledges that Municipality is, or will be, under contract with other firms regarding the disposal of solid waste. Contractor agrees that it shall cooperate and harmonize its work with such other firms as may be necessary or appropriate, as reasonably determined by the Municipality, for the safe and efficient collection, transportation and disposal of the Municipality' waste. Contractor understands and acknowledges that its failure to comply with the provisions and terms of this Contract may result in claims for damages being asserted by such other firms against the Municipality. Contractor agrees to indemnify Municipality for any and all such claims, including any attorneys' fees incurred by Municipality in connection therewith, arising out of Contractor's failure to comply with the terms of this Contract.

Q. FESTIVAL PROGRAM FUNDING:

The Contractor shall also provide a contribution to the Municipality Festival Programs in the amount of \$4000.00 for Municipality on or before May 1 each year. The contribution shall be used at the Municipality discretion for beautification and clean-up efforts related to local festivals and programs.

R. PAYMENT OF ADDITIONAL FUNDING:

Failure to pay Educational Program (See Section 3-M) funding directly to the Vendor Net 30 and Festival Program funding (See Section 3-Q) by May 1 of each Fiscal Year to the Municipality the appropriate amount will be deducted from Contractor's monthly payment following the due date.

S. CHANGE IN SCOPE OF WORK:

In the event that the Municipality votes to change the services to "Pay As You Throw", or the Municipality institutes new regulations of banned material, the Municipality and the Contractor agree to negotiate in good faith, an amendment to the cost of the services being provided.

T. OWNERSHIP OF SINGLE STREAM RECYCLING CARTS

The City of Newburyport will own all Single Stream Recycling Carts when this contract term is complete/over on June 30, 2023. If Contractor is not chosen as next contractor then the Municipality will ensure that labels will be affixed to the carts to cover the current Contractor's name.

4. Contractor's General Obligations

A. PERFORMANCE OF WORK

The Contractor shall perform all Work and furnish all labor, materials, vehicles, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract. Said work shall be performed within the time herein specified, in accordance with the provisions of this Contract and specifications, in accordance with all local, state and federal bylaws, laws and regulations, and in accordance with the directions of the Municipality as given from time to time during the progress of the Work.

B. PERSONNEL AND PERFORMANCE

The Contractor shall furnish personnel for all services rendered under this Contract, including supervisory, clerical, and working personnel. Such personnel shall consist of the number and classification as many at any time is necessary to accomplish, on schedule, and according to the provisions of this Contract, all work under this Contract. This work force shall be maintained on all days on which services are required. All Contractor employees shall be qualified and experienced in their respective classifications, and all employees shall be physically able to perform their assigned work.

Adequate and competent supervision shall be provided at all times for all work done by the Contractor's employees to assure performance and accomplish all work in strict accordance with the provisions of this Contract. The Contractor shall provide the Municipality with the name and direct contact information, including cell phone number, email address and direct company phone number, of a Designated Supervisor. In the event of a change, the Contractor shall notify the Municipality immediately via email. The designated Supervisor shall not be performing collection duties and shall be solely responsible for supervision of Contractor's performance. Supervisory tasks shall include but not be restricted to, the following:

- (a) To provide an adequate labor force including finding immediate replacements for nonfunctioning equipment, personnel dismissed for cause or leaving employment of their own volition; and to train personnel properly on performing work in accordance with acceptable tasks and methods necessary to fulfill the terms of this contract.
- (b) Contractor's employee supervisor must have a minimum of ten (10) hours of relevant OSHA training.
- (c) All Supervisors and drivers of the Contractor working in the Municipality must have appropriate OSHA training/certification within 60 days of taking on the position of Supervisor or Driver. Copy of training/certification must be sent to Municipality upon receipt.

C. PERFORMANCE OF THE CONTRACTOR

The Contractor shall give personal attention constantly to the faithful prosecution of the Work, shall keep the same under direct control, and shall neither legally nor equitably assign its rights and obligations under this Contract, including, but not limited to, the rights or claims to any monies payable under this Contract, or its claim thereto, without the written consent of the Municipality.

The Contractor shall be responsible for the acts and omissions of subcontractors, and of any and all persons directly or indirectly employed in connection with the Work.

The Contractor shall not assign by power of attorney or otherwise, or subcontract the Work encompassed by this Contract, without the advance written consent of the Municipality.

D. EQUAL OPPORTUNITY EMPLOYMENT REQUIREMENTS

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age, or national origin.

The Contractor shall take steps to ensure that employees are treated fairly during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following activities: *EMPLOYMENT, PROMOTING, DEMOTING, or TRANSFERAL, RECRUITMENT or RECRUITMENT ADVERTISING, LAYOFF or TERMINATION, RATES of PAY or OTHER FORMS of COMPENSATION, SELECTION for TRAINING, INCLUDING APPRENTICESHIP.*

The Contractor shall be prepared to sign an Affirmative Action Affidavit at the time of contract execution. The Contractor will comply with required provisions for Minority/Women Business Enterprise programs, if any, all of which are incorporated herein by reference.

The Contractor shall at all times observe and comply with all Federal, State and Local laws, by-laws, ordinances, and regulations in any matter which affects the conduct of the work or applies to employees under contract. Similarly, the Contractor shall comply with all orders or decrees which have been promulgated or enacted by any other legal body or tribunal having the authority or jurisdiction over the work, materials, employees, or the contract.

E. COMPLIANCE WITH TERMS OF THE CONTRACT

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall do, carry on, and complete the entire Work to the satisfaction of the Municipality.

F. CONTRACTOR'S OFFICE AND REPRESENTATIVE

The Contractor shall maintain a non-toll telephone number where complaints can be filed. The Contractor shall also establish a webpage on the Contractors website where residents may obtain information about the services provided under this Contract or register complaints. The contractor shall provide a means of direct and immediate communication for the purpose of the Municipality reporting complaints, issues, missed pickups or other matters. The Contractor shall provide sufficient personnel and/or equipment to correct deficiencies in accordance with the provisions of this Contract. Instructions given by the Municipality to the Contractor's designated representative shall be considered as having been given to the Contractor.

In the event that any complaints are reported to Contractor by a representative of the Municipality, the Contractor shall, by 9:00 A.M. of the following day, report how said complaints have been handled. The Municipality reserves the right on receipt of complaints to require the Contractor to send a special truck or other vehicle to collect and remove the same at the expense of the Contractor.

If for any reason the Contractor is unable to handle a complaint in a satisfactory manner by the end of the day he shall inform the Municipality. If the Municipality approves and in extreme cases only, the Contractor may

handle the complaint on the following day before that day's collection route is begun. Complaints received after all collection personnel have completed the day's routes shall be handled no later than 8:30 A.M. on the following business day. The Contractor may be required to participate in a constituent request system, municipal work order system, or other system provided by the Municipality.

Instructions given by the Municipality to the Contractor's designated representative shall be considered as having been given to the Contractor.

G. ACKNOWLEDGEMENT OF ACTS FOR AGENTS, EMPLOYEES AND SUBCONTRACTORS

The Contractor acknowledges and agrees that he is an Independent Contractor, shall at no time be considered an employee of the City, and that he is and shall be responsible for all his acts and omissions, and those of his agents, employees and subcontractors hereunder.

H. KNOWLEDGE OF LAWS/NOTICE OF INCONSISTANCES TO THE MUNICIPALITY

The Contractor shall keep himself fully informed of all Federal, State, and Local laws, ordinances, regulations and policies affecting in any manner those engaged or employed in the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and conform to and abide by the same. If any discrepancy or inconsistency is discovered by the Contractor between the Contract for this Work and any such law, ordinance, regulation, policy, order or decree, he shall forthwith report the same to the Municipality in writing. The Contractor shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, policies, orders and decrees, and Contractor assumes the risk for changes in laws, regulations and policies that affect the Work or costs of fulfilling this contract. The Contractor shall defend and indemnify the Municipality and their officers, agents and employees for, from and against any damages, expenses including attorneys' fees, claim or liability arising from or based on the violation of any such law, ordinance, regulation, policy, order or decree, whether by himself or his agents, employees or subcontractors.

I. PROPER LICENSES AND PERMITS

Except as otherwise specifically stated in this Contract, the Contractor shall secure, at its own expense, all necessary permits and licenses and comply with all Municipal, State, and Federal codes and regulations. The Contractor must provide and pay for all vehicles, materials, equipment, labor, tools, temporary construction of every nature, changes, levies, fees, or other expenses incurred and all other services and facilities of every nature whatsoever for his performance of the Contract within the specified time, and required for the collection and transportation of solid waste in and for the Municipality and required for the collection, transportation and processing of recyclable materials.

J. WORK TO BE PERFORMED

The Contractor agrees that it shall perform the Work regularly, diligently, and without interruption, in the performance of this Contract.

5. Reports, Records and Data

The Contractor also shall submit to the Municipality such schedules of quantities and cost, progress schedule, payrolls, reports, prevailing wage sheets, estimates, records and other data as the Municipality may request concerning the Work performed or to be performed under this Contract. In the event the Municipality needs to perform services to correct the above-listed items, the cost incurred by the Municipality will be assessed

separately from the stated liquidated damages. Said cost shall be directly deducted from the monthly charges paid to the Contractor.

A. SOLID WASTE REPORTING

The Contractor shall be required to deliver acceptable solid waste to the Municipality' designated disposal facility located within 25 miles of the municipality, Inc. and is responsible for providing an accounting and report of solid waste tonnage collected in the Municipality, which shall be submitted to the Municipality monthly. The Contractor also shall submit to the Municipality such schedules of quantities and cost, progress schedule, payrolls, reports, prevailing wage sheets, estimates, records and other data as the Municipality may request concerning the Work performed or to be performed under this Contract. In the event the Municipality needs to perform services to correct the above-listed items, the cost incurred by the Municipality will be assessed separately and in addition to any other remedy available to the Municipality under the Contract and at law, including but not limited to any applicable liquidated damages. Said cost shall be directly deducted from the monthly charges paid to the Contractor.

The Contractor shall keep daily records of solid waste collected, and the Municipality shall have the right to inspect the same at all reasonable times. The records shall show the type (regular solid waste, bulky items, yard waste, etc.) and weight of materials collected and all other information customarily recorded for work of the kind required by this Contract, under this Contract. These weight receipts shall be submitted monthly to the Municipality.

B. RECYCLABLE MATERIALS REPORTING

The Contractor shall keep daily records of recyclable materials collected, and the Municipality shall have the right to inspect the same at all reasonable times. The records shall show the percentage, weight and market price of materials collected under this Contract as well as the per ton rebate / charge assessed the Municipality, based on a defined index setting value of the material, and other stipulations defined in the contract. These weight receipts shall be submitted monthly to the Municipality. The Contractor shall be responsible for keeping the truck scale and electronic weigh system at the contractor's transfer station inspected, calibrated and certified according to applicable Massachusetts law and regulations. copy of the pricing sheet from the recycling processing facility showing the Single Stream(No sorting of recyclable material for residents/City) for the time period being invoiced must be included with the invoice as well as the solid waste and recycling tonnages.

The Contractor shall conduct audits to assess single stream recycling contamination rates. Timing of audits will be determined by Municipality and Contractor. Audits will take place no less than one time per fiscal year.

PREVAILING WAGE RATES for FY19 (July 1, 2018 through June 30, 2019) are included as "Attachment E". Prevailing wage rates established by the Executive Office of Labor and Workforce Development, Division of Occupational Safety in accordance with G.L. c. 149, § 27, are for workers paid are by the Contractor of this Agreement. New Prevailing Wage Rates will be requested on a yearly basis by the Municipality and will be emailed to the Contractor thirty (30) days before the next fiscal year. Prevailing Wage REPORTS are to be included with the monthly tonnage reports and invoices sent to the Municipality.

REBATE (Charge):

A payment or charge to the Municipality, per ton of recyclable material, collected in the Municipality.

6. Vehicles

A. PROVISION OF VEHICLES AND EQUIPMENT

All vehicles used in collection and transportation of solid waste, recyclable materials and other materials to be collected pursuant to this Contract within the Municipality limits shall be of sufficient size and capacity to operate efficiently. A sufficient number of vehicles will be supplied by the Contractor to collect the solid waste, recyclable materials and other materials in accordance with the terms of this Contract. The Contractor shall have available standby equipment located within a twenty-five (25) mile radius of the Municipality. Each vehicle shall be equipped with an appropriate communication device for immediate and direct communication. All equipment used shall be fully operational, in good, safe and clean condition. All trucks shall be equipped with brooms and shovels for clean-up, as needed.

B. VEHICLE SPECIFICATIONS

Bodies for the vehicles to be used in this Contract shall be enclosed.. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. The body will be mounted so that when fully loaded, the axle loading will fall within the maximum load limit per axle as allowed by State law and municipal code.

C. VEHICLE AND EQUIPMENT MARKINGS

The vehicles and equipment will be printed with such color or colors as may be designated by the Contractor. The Municipality and the Contractor shall agree on a manner for identifying and marking all vehicles and equipment used in the performance of this Contract, so that identifying markings are visible.

D. VEHICLE AND EQUIPMENT MAINTENANCE

The Contractor will make adequate provisions for maintenance and prompt repair of his equipment. All equipment used for collection and transportation pursuant to this Contract will be thoroughly cleaned both inside and outside, at least once each week, and sprayed with deodorizing and disinfecting materials as may be deemed proper by the Municipality.

E. INSPECTION

All equipment and facilities used by the Contractor will be subject to inspection for sanitation, safety appearance, contents and adequacy and the reasonable approval by the Municipality at any time during the Contract term.

The Contractor must keep his vehicles and equipment at all times in a condition satisfactory to the Municipality. Whenever so directed, the Contractor shall be required to present his vehicles and all other equipment used pursuant to this Contract at such times and places may be designated by the Municipality for the purpose of inspection.

F. VEHICLE OPERATION

All vehicles shall have their hoppers closed at all times within the municipal limits, except when being loaded, and shall be open only when actually necessary. Hoppers of collection vehicles shall remain closed between stops and all waste shall be securely placed in collection vehicles before leaving the Municipality.

No Truck shall be emptied or partially emptied or load transferred in any street or any place in the Municipality.

G. REMOVAL OF SOLID WASTE AND RECYCLABLE MATERIAL

When collection work has been completed, the Contractor shall immediately transport all trucks containing solid waste and recyclable materials out of the Municipality.

H. GLOBAL POSITION SYSTEM (GPS)

Contractor agrees to provide the Municipality with access to global positioning system reports and/or data for vehicles used in the performance of this contract, upon request. Data or reports will include stops made by vehicles while in the Municipality and outside of the Municipality during days and times when collection services are being performed pursuant to this contract. Therefore, all collection vehicles must be equipped with GPS devices.

7. Insurance and Workmen's Compensation

Prior to commencing the Work, the Contractor shall obtain Worker's Compensation Insurance, Automobile Liability Insurance, Comprehensive General Liability and Property Damage Insurance coverage in the amounts set forth below. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified therein and the expiration date shall be filed with the Municipality before Work commences. Such certificates shall not merely name the types of policy provided but shall specifically refer to these specifications and shall state that such insurance is as required by these specifications.

All insurance carried shall be with insurance companies qualified to do business in the Commonwealth of Massachusetts, shall be not less than the amounts and kinds designated herein, and shall in no way limit the liability of the Contractor to the amounts and kinds of insurance designated herein. All policies shall indemnify and save harmless the Municipality its officers, agents and employees, from any and all claims for damages to persons or property as may arise out of the performance of this Contract.

Insurance Types/Amounts

During the term of this Agreement, Contractor shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "A-" or better by A.M. Best rating service:

<u>Coverage's</u>	<u>Limits of Liability</u>
Workers Compensation Insurance	Statutory
Employers' Liability Insurance	Per Occurrence \$ 1,000,000
Commercial General Liability Insurance, including contractual And products/completed operations	Per Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000
Comprehensive Automobile Liability Insurance, including non-owned and Hired vehicle coverage	For bodily injury and property damage Per Occurrence \$ 1,000,000
Excess Umbrella	Per Occurrence \$ 2,000,000
Pollution Liability	Per Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000

Contractor agrees to indemnify, defend and hold harmless the City of Newburyport and its Disposal Contractor, and their officers, agents and employees against all suits, claims or liability from and on account of any injuries

to persons or damage to property of nuisances or trespasses, and specifically including death or injuries, arising out to the negligence or intentional misconduct of the Contractor, its agents, employees and subcontractors in the performance of the work under this Agreement and the Disposal Contract, including, but not limited to, the delivery of Accepted Solid Waste and Recyclable Material to the Facility by the Contractor, its agents, employees and subcontractors.

Contractor's commercial general liability and excess umbrella policies shall be endorsed with, and the certificates of insurance required hereunder shall contain, language identifying the Municipality as certificate holders under, and as additional insureds on, such policies.

Upon execution of this Agreement and before commencing any work, Contractor shall furnish to Municipality certificates of insurance indicating that the insurance required has been procured by the Contractor, and such certificates must contain the following express obligation:

“In the event of cancellation or material change in a policy affecting the certificate holders, thirty (30) days’ prior written notice will be given the certificate holder.”

All policies shall state that bankruptcy or insolvency or the insured shall not relieve the insurer of its obligations under the policies.

The Contractor must submit to the Municipality copies of all insurance policies, and any renewal insurance certificates shall be delivered to the Municipality at least thirty (30) days prior to expiration of the insurance certificates. Failure to deliver the renewal certificate shall be cause to either cancel the Contract or withhold payments to be made hereunder.

Upon executing the contract, and within thirty (30) days of any renewal, the Contractor shall furnish the Municipality with certificates of insurance in corresponding insurance policies. Said policies shall be at the expense of the Contractor and shall identify the Municipality as an additional insured on all policies and state that bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy.

8. Protection of Health and Safety

In order to protect the lives and health of his employees under this Contract, the Contractor shall comply with all applicable Federal, State and Local laws and regulations, including without limitation the United States Department of Labor Occupational Safety and Health Act and all amendments thereto, and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from Work, arising out of and in the course of employment on the Work under this Contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of damage which may result from their failure or improper construction, maintenance, or operation.

9. FORCE MAJUERE

A. DELAYS AND REMEDIES

If any event of Force Majeure occurs which, through no fault of the Contractor, delays or will delay performance required by this Agreement, which event was: (i) beyond control of the Contractor, its agents, employees and subcontractors, and (ii) could not have been prevented or avoided by the exercise of due care, foresight, or due diligence on the part of the Contractor, its agents, employees and subcontractors, the Contractor shall immediately notify the Municipality of the delay, in writing, and in such writing the Contractor shall explain, in reasonable detail, the cause of the delay and the steps or measures intended to be taken to

prevent or minimize the delay, including a timetable by which the Contractor intends to implement such steps or measures. Upon receiving the approval of the Municipality, the Contractor shall implement such steps or measures as are approved by the Municipality to avoid or minimize any delay. Nothing in this Section shall excuse any noncompliance by the Contractor with the provisions of this Agreement, nor shall the Municipality's approval or failure to approve any measures or steps to relieve the Contractor of its responsibilities under the Agreement.

B. EXTENSION OF REMEDY

If the Contractor notifies the Municipality of the occurrence of an event which delays or will delay performance established by this Contract, and if the Contractor otherwise complies with the requirements of Section A above, and if the Municipality determines that the delay has been or will be caused by circumstances beyond the control and without the fault of the Contractor, including his agents and subcontractors, and cannot or could not have been overcome by the exercise of due diligence, due care or foresight, the Municipality shall extend the time for performance hereunder for a period of time equal to the length of the delay.

C. COST INCREASES

Unanticipated or increased cost or expenses associated with the implementation of the actions required under this Contract or changed financial circumstances shall not, for the performance of the actions required by this Contract, be considered beyond the control and without the fault of the Contractor.

D. FUEL COST ADJUSTMENTS

Adjustment due to changes in cost of diesel fuel or compressed natural gas (CNG) will be calculated as follows. The adjustment is to be based on the increase or decrease of diesel fuel (or CNG) cost, as measured by the U. S. Department of Energy, Energy Information Administration, (website <http://www.eia.gov/petroleum/gas/diesel/>) for the New England region, or for CNG (<http://www.afdc.energy.gov/fuels/prices.html>), from the established range of baseline cost of \$4.00 per gallon (including taxes) of diesel fuel (or CNG).

The increase or decrease, as determined above will be applied to the volume of fuel used, which will be fixed at (Vendor Provides with Proposal) gallons per month. Adjustments will be made quarterly (January, April, July, October), based on the average cost of diesel or CNG for the full quarter prior to adjustment. An invoice will state the deduction or an increase depending on the fuel costs.

E. LABOR STRIKES

If delays are caused by a strike of the Contractors' employees, the Contractor shall diligently and in good faith take all action necessary in order for him to resume operations including temporary restraining orders, preliminary or permanent injunctions needed to resume operation. The Contractor shall during any such period keep the Municipality duly notified of all such actions and shall allow the Municipality to participate and intervene where permissible in all such actions, if the Municipality so desires, but this right of the Municipality shall not create any obligation of the Municipality to participate or intervene, and nor shall any participation or intervention relieve the Contractor of its obligations under this paragraph.

10. Payment; Acceptance of Final Payment Constitutes Release of Municipality; Subject to Appropriation

A. PAYMENT

The annual Contract amount for services is a total lump sum price for services to be provided to the Municipality - City of Newburyport.

The Municipality agrees to pay and the Contractor agrees to accept the annual Contract amount to be paid in equal monthly installments, as full compensation for performing and completing the Work described in this Contract, including specifically the services set forth in the Contract Documents. This Contract amount includes any and all Federal Social Security and Manufacture, Excise, State Unemployment, Sales, Use and Income Taxes imposed in connection with all of the labor performed and services, materials and equipment furnished under this Contract.

In the event that funds are not appropriated or otherwise made available by the Municipality to support the continued performance of this Contract after the first year of this agreement, the Municipality shall terminate this Contract without further liability to Contractor for future payments hereunder. Contractor shall be entitled to payment for services rendered hereunder prior to the end of the agreement year for which funds were available.

Neither party shall be liable for its failure to perform its obligations hereunder (Other than payment obligations, see above) if that failure is caused by events or conditions reasonably beyond the control of the defaulting party, including without limitation, fire, flood, or labor strikes.

The Municipality shall make payments to the Contractor only.

B. WITHHOLDING PAYMENT

The Municipality may keep any monies which would otherwise be payable at any time hereunder and apply the same, or as much as may be deemed by the Municipality as necessary to pay any costs, expenses, including attorneys' fees, losses or damages actually incurred and sustained by the Municipality, its officers, agents or servants, and resulting from Contractor's acts and omissions, and any breach of this Contract. Any monies kept hereunder shall be deemed not due and payable to the Contractor until final disposition of any such costs, expenses, loses or damages, and not then if such disposition consumes all such monies, or if there exists any other lawful reason or if continued withholding or any such monies.

The payment of any reasonable expenses, including any expense directly or indirectly resulting to the Municipality in connection with the faithful performance of the Contract, losses or damages actually incurred by the Municipality, its officers, agents or servants, resulting from Contractor's breach of this Contract. Any monies kept hereunder shall be deemed not due and payable to the Contractor until final disposition of any such expenses, or loss that the Municipality may deem proper to retain as provided aforesaid.

C. FAITHFUL PAYMENT

So long as the Contractor shall faithfully do everything required of him by this Contract, the Municipality shall pay the Contractor each month, the monthly portion of the yearly Contract sum as stated herein, after deducting from the total amount thereof the amount of any claim, expenses, or loss that the Municipality may deem proper to retain as provided aforesaid.

D. FINAL PAYMENT

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Municipality of all claims and all liability to the Contractor for all things done or furnished in connection with the work and for every act and neglect of the Municipality and others relating to or arising out of this Work.

E. ADDITIONAL EQUIPMENT

If the Contractor fails to supply sufficient equipment and manpower to collect solid waste each day, then Contractor is required to provide additional equipment to perform the required Work at the Contractor's own expense.

F. FAILURE TO PERFORM WORK

If the Contractor fails to collect solid waste, recyclable materials, including leaves and yard waste or other materials per the terms of this Contract, the Municipality without prior notice to the Contractor, invoke any remedy available to under this Contract and at law to address that failure, including, but not limited to, engaging another contractor to perform the obligations of the Contractor, or disposing or materials by any means, and all reasonable costs and expenses incurred thereby will be deducted from amounts payable to the Contractor.

If the Contractor refuses to collect any solid waste, recyclable materials or other waste required by this contract then the Municipality may elect to engage another contractor to perform the required work. Costs associated with this provision shall be deducted from the monthly amount of monies due the Contractor.

In the event the Contractor has equipment breakdowns or labor disputes or other causes which delay the collection of solid waste, recyclable materials, or other materials for any reason, excluding force majeure events (i.e., events beyond control of Contractor under Section 9A, above), then the Municipality may elect, after twenty-four (24) hours, to engage another contractor or use any means to complete collection and all reasonable costs and expenses incurred by the Municipality to perform said work shall be deducted from this Contract without prior notice to the Contractor.

Said deductions shall be made from the monthly amount of monies paid to the contractor.

G. DEFAULT

In the event the Contractor does not maintain all aspects of legal operations, as required by all governmental agencies, and a violation prevents the Contractor from timely performance under the terms and conditions of the Contract for twenty-four (24) hours or more, then the Municipality may, after written notice is provided to Contractor, engage another Contractor, or elect to conduct collection by any means, and the cost will be deducted from said Contract sum within the monthly monies due the Contractor. In the event the Contractor fails to perform for any reason beyond said twenty-four (24) hours, the Municipality may engage another contractor or use any means to complete the collection and all reasonable costs and expenses incurred by the Municipality to perform said work shall be deducted from this contract as hereinafter defined, without prior noticed to the Contractor and will notify the Contractor's Surety of said default.

H. DELIVERY OF SOLID WASTE AND REJECTED SOLID WASTE

The Contractor without reservation must perform in a timely manner and must legally deliver all solid waste and other materials to the Municipality's designated Disposal Contractor. Any solid waste rejected by the Disposal Contractor for any reason shall not be returned to the Municipality and shall remain the property of the Contractor until said waste is accepted for delivery at an appropriate and approved facility. Any costs of proper disposal associated with rejected solid waste shall be negotiated between the Contractor and Municipality on a case by case basis.

I. DELIVERY OF RECYCLABLE MATERAILS AND REJECTED MATERIALS

The Contractor without reservation must perform in a timely manner and must perform in a timely manner and must legally deliver all recyclables to the Municipality's designated Recycling Contractor. Any Recyclables

rejected by the Recycling Contractor for any reason shall not be returned to the Municipality and shall remain the property of the Contractor until said recyclables/waste is accepted for delivery at an appropriate and approved facility. Any costs of proper disposal associated with rejected recyclables shall be the responsibility of the Contractor and the Municipality will hold no liability for such incidents.

J. RECYCLING REBATES/CHARGE

The Contractor shall provide the Municipality a monthly rebate / charge for recyclable materials generated by the Municipality based on a defined index setting value of the material, and other stipulations set by the processor. The Municipality shall receive/be charged the agreed upon per ton price charged by the Processor for the Municipality's recycling material only. The Municipality's recycling material will be weighed upon arrival at the contractor's transfer station at a registered and certified scale. Transportation charges for recyclables from G. Mello facility to the Recycling Processing facility are not the responsibility of the Municipality and shall not be included in any charge to the Municipality.

11. Default; Municipality's Right to Terminate; Damages

A. The Contractor agrees that the Municipality may, at its election, terminate this Contract by giving written notice thereof to the Contractor and specifying the effective date of such notice, if at any time during the term of this Contract the Municipality determines:

- (a) that the Contractor is performing the Work, or any part thereof negligently or incompetently;
- (b) that the Contractor is unable to the reasonable satisfaction of the Municipality to perform the Work, or is not complying with the direction of the Municipality or with the regulations or orders of the Municipality;
- (c) that the Contractor is otherwise failing to perform this Contract in accordance with all its terms and provisions;
- (d) that the Contractor is guilty of any malfeasance or misfeasance in performance of this Contract;
- (e) that the Contractor has been adjudged as bankrupt;
- (f) that the Contractor has made a general assignment for the benefit of creditors;
- (g) that a receiver has been appointed in account of the Contractor's insolvency;
- (h) that the Contractor persistently or repeatedly refuses, or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials or equipment;
- (i) that the Contractor fails to make prompt payments to subcontractors, or for material or labor, or
- (j) for other just cause.

Once a termination notice has been forwarded to the Contractor, the Contractor shall be given a seven (7) day period to cure such breach of Contract.

If the Contractor shall fail to cure, to the Municipality's reasonable satisfaction, and by the date so specified by the Municipality, this Contract shall terminate, but such termination shall not prejudice or waive any rights,

claims or actions which the Municipality may have against the Contractor because of any default or failure in performance of this Contract, or violations of law, or for any other reason.

Thereupon, the Contractor shall discontinue Work, and the Municipality may complete the Work itself and charge the entire expense of so completing the Work to the Contractor.

In addition to all other damages to which the Municipality may be entitled, the Contractor shall be liable to the Municipality for any amount which the Municipality pays after termination of the Contract to complete the Work, including but not limited to, the cost for labor and equipment, and any attorneys' fees. To the extent that amounts payable to the Contractor, including, but not limited to, any retainage on the Contract, are insufficient to pay for all such costs and expenses, the Contractor, upon demand, will promptly pay the difference to the Municipality. It may be required to pay after termination for labor and equipment during the remainder of the period covered by this Contract over and above the amount that would have been paid to the Contractor for the performance of the Work during said period. The Contractor agrees that said amount may be deducted from the retainage to be held by the Municipality as security for such costs in the event of termination for improper performance by the Contractor, and that the Contractor, upon demand, will promptly pay to the Municipality any excess of said retainage under this section will be returned to the Contractor within thirty (30) days after the expiration date of this Contract.

B. RETAINAGE OF CLAIMS

The Municipality may, after the final completion of the Work, retain out of the moneys due to the Contractor under this Contract such sum of money as may, in the reasonable judgment of the Municipality, be required to cover the payment of claims arising from, be required to cover the payment of claims arising and made payable by the Contractor under the provisions of the Contract but remaining unsatisfied. The balance of the sum thus retained shall be paid to the Contractor at the expiration of six (6) months after the end of the Contract. Contractor shall be entitled to a full accounting of any retainage by the Municipality within fourteen (14) days of requesting same.

12. Suspension of Work; Abandonment of Work

Should the Work be prevented or enjoined from proceeding either before or after the start of performance of this Contract by reason of any litigation or other reason beyond the control of the Municipality, the Contractor shall not be entitled to make or assert any claims for damage by reason thereof.

The Municipality may notify the Contractor by written order to discontinue all Work, or any part thereof, if:

- (a) The Work to be done under this Contract or any part thereof shall be abandoned;
- (b) This Contract or any part thereof shall be sublet without the previous written consent of the Owner;
- (c) The Contractor assigns its rights or obligations, or any claim it may have, under the Contract to any person without the advance written consent of the Owner;
- (d) The Contractor, in the reasonable opinion of the Owner, has failed to perform the Work at the rate of progress specified in the Contract, or the Work or part thereof is unnecessarily or unreasonably delayed, or the Contractor has violated any of the provisions of this contract, or for any other just cause.

Notwithstanding anything to the contrary herein, the Municipality reserves the right to, at all times and for any reason, call upon Contractor's Surety to perform and complete the work.

All expenses charged under this provision shall be deducted and paid by the Municipality out of any monies then due or to become due to the Contractor under this Contract, or any part thereof. Notwithstanding anything to the contrary stated in this Contract, in performing the Work under this provision in this Contract, the Municipality shall not be held to obtain the lowest figures for the Work of completing the Work, or any part thereof, nor for insuring its proper completion, but all sums actually paid thereof shall be charged to the Contractor. In case the expenses so charged to the Contractor do not exceed amounts otherwise payable to Contractor, the Contractor shall be entitled to receive the difference, provided there exists no other lawful reason for continued withholding of such amounts, and in the case such expenses exceed the amount so charged, the Contractor shall promptly pay the amount of the excess to the Municipality.

In such accounting, the Municipality shall not be held to obtain the lowest figures for the Work of completing the Contract or any part thereof or for insuring its proper completion, but all sums actually paid thereof shall be charged to the Contractor. In case the expenses so charged to the Contractor shall be entitled to receive the difference, and in case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Municipality.

13. Claims for Extra Work

No claim for Extra Work or Cost shall be allowed unless the same was done in pursuance of a written order of the Municipality issued before such work is begun and written claim for such work is presented with the first estimate after the Extra Work is done. The Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and, when requested by the Municipality shall provide the Municipality access to all relevant accounting information relating thereto.

14. Subcontracting or Assignment of Contract

The Contractor shall give his direct attention constantly to the faithful prosecution of the Work and shall keep the same under his direct control. The Contractor shall not assign or subcontract the Work, or any part thereof, without the prior written consent of the Municipality. The Contractor shall not either legally assign any of the monies payable under this Contract, or any claim thereon, without the previous written consent of the Municipality. The Contractor shall be responsible for the acts and omissions of his subcontractors, if any and of all persons directly or indirectly employed by him or them in connection with the Work.

15. Performance Bond

Performance Bond for the City of Newburyport is not required.

16. Damages, Suits and Claims; Indemnification

No officer, official, agent or employee of the Municipality shall be held personally responsible for any liability arising under the Contract.

The contractor acknowledges and agrees that it is responsible as an independent contractor for all operations under this contract and for all acts of employees and agents hereunder, and agrees that contractor will to the extent of its liability under this contract indemnify, and hold harmless the Municipality and its officers, boards, employees, agents and officials, and any owners or occupants of any single family residence, multifamily complex, multifamily unit, condominium association, board members, management companies and their employees, landlords and tenants from and against any and all loss, damage, cost, charge, expense and claim, which may be made against it or them or to which it or they may be subject to the extent caused by any act, action, neglect, omission or default on the part of the contractor or any of their agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorneys' fees and expenses.

In any event that the Municipality is sued or becomes subject to administrative action because the Contractor has failed to properly transport, process or dispose of the Municipality trash or recyclable material, full restitution will be made to the Municipality for all expenses, fees, fines or other costs or charges incurred.

The Contractor also shall be responsible for paying any fines assessed to the Municipality for the Contractor's failure to provide required services under this Contract.

17. Municipality Liquidated Damages

Assessments of liquidated damages by the Municipality may be made in accordance with "Attachment A". All damages referred to in "**Attachment A**" (Municipality Liquidated Damages) may be deducted by the Municipality from any payment then or thereafter due to the Contractor.

18. Representations

A. REPRESENTATIONS OF THE MUNICIPALITY

The Municipality makes the following representation as the basis for the undertakings on the part of the Contractor under this Contract:

- (a) The Municipality is a municipal corporation and political subdivision of the Commonwealth, duly created and existing under and pursuant to the Constitution and laws of the Commonwealth.
- (b) The Municipality has full power and legal authority to enter into this Contract, to carry out the transactions contemplated by this Contract, and to perform its obligations in accordance with terms of this Contract, subject to the limitations set forth in this Contract and at law.
- (c) The Municipality has not entered into any Contract with any other person or party regarding services that may be provided by the Contractor in accordance with this Contract.

B. REPRESENTATIONS OF THE CONTRACTOR

The Contractor makes the following representation as the basis for the undertaking on the part of the Municipality under this Contract:

- (a) The Contractor is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and is in the business of providing Solid Waste Services.
- (b) The Contractor has the authority and legal capacity to enter into this Contract and perform its obligations hereunder in accordance with the terms of this Contract.

Each party may change the address to which notices shall be sent by filing written notice thereof with the other party.

19. Applicable Law

This Contract shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

20. Discrepancies, Errors and Omissions

The provisions of this Contract are intended to be explanatory of the Work to be done and of each other, but should any discrepancies or errors appear or any omissions be made, they shall be interpreted in the manner most favorable to the Municipality.

21. Provisions Required By Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and through mistakes or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall be forthwith physically amended to make such insertion or correction.

22. Severability

If any provision of this Contract is held invalid or unenforceable, such provisions shall be modified consistent with the original intent of the parties so as to be enforceable and the remainder of the Contract shall remain in full force and effect.

If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof adjudicated to be invalid had not been concluded herein, unless such remaining provision, standing alone, are incomplete and incapable of being executed in accordance with intent of the parties to this Contract.

Any provision of this Contract which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, but shall remain effective in any other jurisdiction where such provision is not prohibited, unenforceable or unauthorized.

23. Amendment of Contract

This Contract may not be amended except in writing executed in the same manner as the Contract itself and delivered by the parties hereto. It is contemplated by both parties that amendment of this Contract may be necessary during the term of this Contract.

24. Beneficiaries

The parties intend that there shall not be any third-party beneficiaries to this Contract.

25. Interpretation and Rules of Construction

References herein to articles and paragraph numbers shall refer to articles and paragraphs in this Contract unless reference to another document is clearly stated and shall be solely for the convenience of reference and shall not affect the meaning or the construction, interpretation or effect of this Contract. The words "here", "hereby", and "hereof" and such general terms of reference as may be utilized in this Contract shall refer and pertain to this Contract as a whole, including any exhibits, attachments, schedules or annexed material forming part of this Contract and referenced in it. All exhibits attached hereto are incorporated herein by reference but to the extent of a conflict between an exhibit and the Contract, the terms of this Contract shall govern. The singular of any

term defined in this Contract shall encompass the plural, and the singular, unless the context clearly indicates otherwise.

26. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name) (Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Title)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

(Clerk)

CORPORATE SEAL:

STATEMENT OF STATE TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor/vendor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signed under the penalties of perjury this _____ day of _____, 2018.

(Authorized Signature)

(Print Name)

CONFLICT OF INTEREST STATEMENT

The proposer hereby certifies, under the penalties of perjury, that:

1. The proposer has not given, offered, or agreed to give any person (as that term is defined below), or received, accepted, or agreed to accept from any person, any gift, contribution, offer of employment, or financial incentive of any kind as an inducement for, or in connection with, the award of the contract for services for which the proposer is applying.
2. No consultant to or subcontractor for the proposer has given, offered, or agreed to give any gift, contribution, offer of employment or financial incentive of any kind to the proposer or to any other person as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the proposer.
3. No person, other than a bona fide full-time employee of the proposer has been retained or hired by the proposer to solicit for or in any way assist the proposer in obtaining the contract for services for which the proposer is applying, upon an agreement or understanding that such person be paid a fee or other consideration contingent upon the award of the contract to the proposer.
4. Throughout the duration of the contract, if awarded the contract, the proposer will not have any financial relationship in connection with the performance of the contract with any materials or system manufacturer, distributor or vendor.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. These provisions shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten percent of the outstanding stock entitled to vote at the annual meeting of such corporation

The proposer further hereby certifies, under the penalties for perjury, that all information provided in this proposal to provide services is true and correct.

Firm Name

Authorized Principal (Printed Name)

Authorized Principal (Signature)

Title

Date

CERTIFICATE OF NON-COLLUSION

This undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person signing bid or proposal

Print Name

Title

Name of Business

Date

ATTACHMENT A

Municipality Liquidated Damages

- | | |
|---|-----------------------------|
| 1. Failure to immediately pick up material spilled by Contractor during collection. | \$250.00 per occurrence |
| 2. Failure to promptly pick up waste spilled during haul in Municipality or out-side Municipality boundaries if the Municipality receives a complaint of such spill | \$500.00 per occurrence |
| 3. Willful mishandling of waste barrels/receptacles or recycling containers. | \$100.00 per occurrence |
| 4. Failure to place waste barrels/receptacles in an upright position at approximately the same location upon emptying or failure to place recycling containers upside-down at approximately the same location upon emptying. | Verbal/Warning |
| 5. Placement of barrels, recycling bins, or lids such that they obstruct road, driveways or mailboxes. | \$50.00 per occurrence |
| 5. Following notice of complaint by municipality, failure to collect waste from an occurrence specific location on the same day as the regular collection Route or by 9:00 am. Of the following day if so authorized by the Municipality. | \$150.00 per occurrence |
| 7. Failure to collect appropriate materials properly set out from two (2) or more residents on the same day of the regular Collection Route, or by 9:00 am. Of the following day if so authorized by the Municipality. | \$100.00 per occurrence |
| 8. Failure to pick up from any single address more than one time in a given month or three time in a six month period when the driver or Contractor is at fault, requested specifically by the Municipality. | \$100.00 per missed pick up |
| 9. Continued violation of traffic laws, ordinance, regulation or policy during collection and haul, after written notice to correct from the Municipality. | \$500.00 per occurrence |
| 10. Beginning any single collection route prior to 7:00 am. Or finishing after 5:00 pm. Without the prior consent of the Municipality | \$500.00 per day |
| 11. Use of unmarked on uninspected collection vehicles. | \$500.00 per occurrence |
| 12. Failure to clean vehicle or conveyances as provided for in this Contract. | \$250.00 per occurrence |
| 13. Failure to repair or neglect barrels, carts and bins damaged by Contractor at its sole cost and expense within seventy two (72) hours of receiving notice from the City of Newburyport. | \$200.00 per occurrence |

14. Collecting solid waste from bags/barrels that do not comply with municipal policies, rules, regulation, ordinances, law etc.	\$500.00 per occurrence
15. Disposing of as trash, those recyclable materials appropriately set out for recycling, unless dictated by Municipality and MassDEP.	\$1,000 per occurrence \$5,000 per truckload
16. Failure to report a G. Mello truck accident within 24 hours.	\$100.00 per occurrence
17. Failure to maintain direct phone links between the municipality and the lead trash and recycling drivers, as well as their supervisor. Also failure to maintain direct phone or radio contact between all vehicles.	\$250.00 per occurrence
18. Failure or neglect to furnish a schedule or revise schedule of collection and disposal.	\$1,000 per occurrence
19. Delivering any waste other than described in this Contract to disposal sites that will be billed to the City.	\$5,000 per ton
20. Failure to submit weight slips for materials not collected through this Contract, if not rectified in 10 days	\$50.00 per missing slip
21. Submitting weight slips for materials not collected through this Contract, if not rectified in 10 days	\$5,000 per occurrence
22. Failure to correct billing error within one week after notification by Municipality.	\$100.00 per occurrence
23. Failure to maintain 1-800 or local phone service for service recipient.	\$250.00 per 4 hours out of service
24. Use of collection vehicle dedicated to the Municipality for the collection and/or haul of waster other than provided for under the provision of this Contract	\$5,000 per occurrence
25. Failure to report & cleanup a truck leakage.	\$100 per occurrence
26. Failure to leave non-compliance/non collection notices for Trash that is over the limit	\$50 per occurrence
27. Failure to leave non-compliance/non collection notices for Trash comingled with recycling or for unacceptable recycling.	\$50 per occurrence
28. Failure to have a small truck available to get down tight streets and to be available within twenty four (24) hours.	\$250 per occurrence
29. Failure to pay Educational and Culture Funding (See Section 3-M and See Section 3-Q)	Deducted from Payment

ALL DAMAGES REFERRED TO ABOVE MAY BE DEDUCTED BY THE MUNICIPALITY FROM ANY PAYMENT THEN OR THEREAFTER DUE TO THE CONTRACTOR.

ATTACHMENT B
*** Municipality Specifications**
City of Newburyport

	<u>Newburyport</u>
Definition of Eligible Residences	1 to 6 family Households growth no more than 5%, per year,
# of Eligible Residential Units	8,300
# of Businesses served	250 – CBD contractor to provide one 35 gal cart to each business
FY18 contract cost	\$744,876
Population	18,001
Roadway Lanes	144
Sq Miles (Area)	10.58
Solid Waste Tonnage (CY17)	5,350
SS Recycling Tonnage(CY17)	2,502
Recycling Contamination	< 10%
Frequency of Service - Trash	Weekly – 5 days
Frequency of Service – Recycling	EOW, 5 days
Frequency of Service – CBD (Central Business District)	Friday pickup for Trash and Recycling
Trash Limit – currently, subject to change	3 35 gallon containers or 5 bags up to 96 gallons
Collection type – trash,	currently manual, subject to change
Collection type – recycling, currently	Automated single stream
Carts Needed (not new)	Trash-No, Recycling-Yes
Bulky waste	One per HH per week limit. Sticker required, curbside, Muni sells – keeps \$
Yard Waste Collection	5 Saturday collections –Municipality Compost Site or designated drop off
Christmas Tree collection	Weekly pickup in January, Municipality to designate drop off
E-Waste	NA
White Goods,	Contractor services roll-off, Resident drop off
Scrap Metal	Contractor picks up monthly at no charge
Stickers	Contractor provides Bulk Waste, and Sorry stickers
Enforcement	Contractor and muni
Education funding	\$10,000.00 annually
Cultural funding	\$4,000.00 annually
Customer Service	Contractor
Trash Disposal	Facility within 25 miles
Observed Holidays	CBD collection is not delayed unless holiday falls on Friday
	New Year’s Day
	Memorial Day
	Fourth of July
	Labor Day
	Thanksgiving Day
	Christmas Day

*Subject to Change

Container Locations - TRASH Collection

*Size and Frequency

<u>Newburyport</u>
DPW 1 x month One 10 yd. trash dumpster One 30 yd. C & D dumpster
High School One 10 yd. dumpster 1 x week
Middle School One dumpster 1 x week
Bresnahan Elementary One 10 yd. dumpster 1 x week
Senior / Community One 8 yd. dumpster 1 x week
Waste Water Plant One 6 yd. dumpster 1 x week
Fire Station 1 One 4 yd. dumpster 1 x week
Fire Station 2 One 2 yd. dumpster 1 x week
Recreation Center One 2 yd. dumpster
City Hall / Police One 6 yd. dumpster As needed
Library 3 Trash barrels 1 x week
Riversedge Condos Two 10 yd. 1 x week
Kelleher Park Two 10 yd. dumpsters 1 x week
Beacon Condos – one 8 yd. 1 x week
Sullivan Building 1 x week Two 2 yd. dumpsters
Horton Terrace One 8 yd. dumpster
Courtyard Condos 1 x week Two 2 yd. compactor
East Row 1 x week One 10 yd. dumpster
Public Space Containers Collection
City Sponsored Events: Contractor to provide containers and collection at no additional fee, if required by Health Dept.

*Subject to Change

Municipal Locations - RECYCLING Collection

*Size and Frequency

<u>Newburyport</u>
DPW One 10 yd. recycling dumpster One 15 yd. metal 3 carts recycling carts 1 x week
High School One 10 yd. recycling dumpster 1 x week
Middle School One 10 yd. dumpster 1 x week
Bresnahan Elementary One 10 yd. dumpster 1 x week
Water Plant No Container
Waste Water Plant No Container
Fire Station 1 Two carts 1 x week
Fire Station 2 Two carts 1 x week
Recreation Center Two carts 1 x week
City Hall / Police Three carts 1 x week
Library Five carts 1 x week One cardboard dumpster 2 x per year for book sale
Senior / Community Center One 10 yd. dumpster 1 x week
Public space containers Fifteen 1 x week
Plum Island Point 4 recycling carts 1 x week
Sullivan Building ten carts 1 x week
Horton Yard One 8 yd. dumpster 1 x week
Courtyard Condos Fifteen carts 1 x week
East Row One 8 yd. dumpster 1 x week
Riversedge Eight recycling carts 1 x week
City Sponsored Events: Contractor to provide containers and collection at no additional fee, if required by Health Dept.
Recycling Ctr. Five 8 yd. - 1 x week & one 30 yd. metal - 1 x month

***Subject to Change**

Attachment C
City of Newburyport
List of Streets

2018

Attachment D
Contract Agreement

**AGREEMENT By and Between the
CITY of NEWBURYPORT
and
G. Mello Corp.**

**SOLID WASTE COLLECTION AND TRANSPORTATION
RECYCLABLES COLLECTION, TRANSPORTATION AND PROCESSING
LEAF AND YARD WASTE, BULK ITEMS, WHITE GOODS
COLLECTION, TRANSPORTATION AND PROCESSING
Fiscal Year 2018 through Fiscal Year 2023**

This agreement is made and entered into this day, _____, 2018 by and between the CITY OF NEWBURYPORT, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "City", by and through its Mayor, Donna Holaday, and _____, the "Contractor". A corporation duly organized and existing under the laws of the Commonwealth of Massachusetts or as a D/B/A duly registered at:

ARTICLE I. DEFINITION. "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the bid documents," which include without limitation, the instructions to bidders, the CONTRACTOR'S bid, proposal or estimate, the scope of work, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms. In the event there is a conflict among any of the contract documents, the interpretation most favorable to the CITY shall govern. .

ARTICLE II. DURATION. The CONTRACTOR shall commence the performance of THIS CONTRACT **July 1, 2018** and end on or before, **June 30, 2023**. At the City's discretion, it may opt to renew this contract two (2) times at five (5) years each time, upon mutual agreement with the CONTRACTOR.

ARTICLE III. TERMS. The CONTRACTOR agrees to furnish and deliver services, supplies and/or equipment to Newburyport, MA (Delivery Point), in accordance with the bid documents of November 8, 2017.

ARTICLE IV. PAYMENT. The CITY agrees to pay to the CONTRACTOR the sum set forth in the CONTRACTOR'S bid or proposal.

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following:

(i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the CONTRACTOR'S reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR'S reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the CONTRACTOR'S reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for services, supplies or equipment delivered, the CITY may keep for its own the whole or any part of the amount for expenses, losses and liquidated damages as directed by the Purchasing Agent.

incurred by the CITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering services, supplies or equipment as provided in THIS AGREEMENT. Furthermore, the contractor shall provide a certificate of insurance showing insurance coverage for the type of risks associated with the work.

ARTICLE VIII. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the CITY, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof. **Further, this CONTRACT shall terminate if funds are not appropriated or otherwise made available to support continuation of performance hereunder at any time during the Term and any extension of this Agreement pursuant to the terms of G.L. Chapter 30B, section 12 and Chapter 44, section 31.**

ARTICLE IX: PERFORMANCE BOND. Not Required.

ARTICLE X. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work, after award and prior to completion of the contract, work the Contractor will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The CITY may cancel, terminate, or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XI. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract, or transfer any interest in THIS CONTRACT without prior written consent of the CITY.

ARTICLE XII: INSURANCE AND INDEMNIFICATION. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees from any suits, causes of action, claims, judgements or other liability that may arise as a result of Contractor's action or failure to act.

A Certificate of Insurance shall be filed with the City in accordance with the Insurance Requirements set forth in the General Conditions and shall be subject to approval of the City.

ARTICLE XIII: ENTIRE AGREEMENT

This AGREEMENT may only be changed by a written amendment executed by the authorized representatives of both parties listed on the signature page of this AGREEMENT, or their lawful successors in office or title.

IN WITNESS WHEREOF, the parties have hereunto set their hand effective as of the date of the last signatory written here.

THE OWNER
City of Newburyport

Donna Holaday, Mayor
Date Signed: _____
City Council Order#: _____
Date Order Approved: _____

Certified as to Availability of Funding Pursuant to M.G.L. Ch. 44 §31
City of Newburyport

CFO
Date Signed: _____

Board of Health, Approval

Chair
Date Signed: _____

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 29, 2018

A RESOLUTION CONGRATULATING ALL NEWBURYPORT STUDENTS ON 2017-2018 SCHOOL YEAR ACCOMPLISHMENTS WITH SPECIAL RECOGNITION OF MARGARET COTE, THIS YEAR'S NEWBURYPORT HIGH SCHOOL GRADUATING CLASS VALEDICTORIAN AND MOLLY LALIBERTY THIS YEAR'S NEWBURYPORT HIGH SCHOOL GRADUATING CLASS SALUTATORIAN

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

WHEREAS, The City of Newburyport highly values education as the ultimate investment in our collective futures

WHEREAS, The City's students have worked extremely hard throughout this school year to achieve excellence in all pursuits and deserve recognition for doing so

WHEREAS, The City seeks to recognize the achievements of the all of the City's students and the hard work of all those who work towards educating our children

NOW, THEREFORE, BE IT RESOLVED that:

1. Recognition of achievements. The City of Newburyport acknowledges and recognizes all students for their hard work and dedication towards their studies, extracurricular activities, sports, volunteer, work and all other pursuits
2. Sincere Congratulations. The City of Newburyport congratulates all students that received awards at Award Night held on May 24th, 2018.
3. Special Congratulations. The City of Newburyport offers special congratulations to Margaret Cote, Newburyport High School's Class of 2018 Valedictorian AND Molly Laliberty, Newburyport High School's Class of 2018 Salutatorian for their superior academic achievement.
4. Expression of Gratitude. The City wishes to extend its gratitude and appreciation to teachers, administrators, staff, coaches and other staff who work towards the education of our children

5. Best Wishes. The City of Newburyport wishes the entire Class of 2018 its best as its students move onto their next endeavors and pursuits. Know that an entire City is behind you and proud of you.

Councillor Sharif I. Zeid

Councillor Joseph H. Devlin

Councillor Barry N. Connell

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 29, 2018

THAT, The CITY COUNCIL of the City of Newburyport hereby approves the Amendment #1 entitled "Contract for Municipal Solid Waste Disposal" to the contract originally dated July 18, 2013 by and between the City of Newburyport and Wheelabrator North Andover, Inc., a Delaware Corporation.

Said contract is attached hereto and incorporated herewith and marked 'Exhibit A'.

Councillor Barry N. Connell



**AMENDMENT #1 TO CITY OF NEWBURYPORT
CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

This Amendment #1 to the City of Newburyport Contract for Municipal Solid Waste Disposal is entered into as of May __, 2018, by and between the City of Newburyport, Massachusetts, a political subdivision of the Commonwealth of Massachusetts (the "Municipality") and Wheelabrator North Andover, Inc., a Delaware corporation ("Wheelabrator").

WHEREAS, the Municipality and Wheelabrator are parties to that Contract for Municipal Solid Waste Disposal dated July 18, 2013 (the "Contract"); and

WHEREAS, the parties now wish to amend the Contract on the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Contract.
2. Cover Page and Heading. The "July 1, 2013 through June 30, 2018" dates set forth on the cover page of the Contract and the subtitle on the page 1 of the Contract shall be amended and replaced with "July 1, 2013 through June 30, 2023."
3. Preamble. The June 30, 2018 expiration date in the preamble of the Contract shall be amended and replaced with June 30, 2023.
4. Section 2. Term of Contract. Section 2 of the Contract is hereby deleted in its entirety and replaced with the following:

The Contract shall commence work on July 1, 2013 and the Work shall continue through June 30, 2023.

The Municipality and the Contractor may by mutual consent renew the Contract for two (2) additional one (1) year terms. The renewal option shall be exercised by mutual consent, in writing within ninety (90) days of the expiration date of this Contract. The rate for each additional year will be subject to a 3.5% increase over the prior years' rate.

5. Section 15. A. Payment. The second paragraph of Section 15.A. of the Contract is hereby deleted in its entirety and replaced with the following:

The tipping fee shall be paid within thirty (30) days of the Municipality's receipt of a proper semi-monthly invoice and accompanying materials, as described below that includes the total tons of material delivered for the semi-monthly period, fee per ton, and total semi-monthly fee (tons X fee= total fee). The invoice shall also include the daily tonnage report of Acceptable Solid Waste delivered and accepted by the Contractor for the semi-monthly period invoiced.

6. Appendix A Contract Cost. Appendix A to the Contract is hereby deleted in its entirety and replaced by Appendix A attached hereto.
7. Appendix C Incentive. Appendix C to the Contract is hereby deleted in its entirety. Currently under review.
8. Appendix F Educational Programs, Tours and Community Outreach. Appendix F to the Contract is hereby deleted in its entirety.
9. No Other Changes. Except as specifically amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

[Signature Page Follows]

WITNESS the execution hereof as of the date first above written.

WHEELABRATOR NORTH ANDOVER, INC.

By: _____
Name:
Title:

CITY OF NEWBURYPORT

By: _____
Name:
Title:

Appendix A
Contract Cost

Year	Annual Tons	Tip Fee per Ton
7/1/2018-6/30/2019	5,000	\$67.35

Year	Annual Tons	Tip Fee per Ton
7/1/2019-6/30/2020	5,000	\$68.70

Year	Annual Tons	Tip Fee per Ton
7/1/2020-6/30/2021	5,000	\$71.25

Year	Annual Tons	Tip Fee per Ton
7/1/2021-6/30/2022	5,000	\$73.50

Year	Annual Tons	Tip Fee per Ton
7/1/2022-6/30/2023	5,000	\$75.75

CITY OF NEWBURYPORT

CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL

APPENDIX B MERCURY RECOVERY PROGRAM

1. Community based collection program/thermometer exchange

Each community has at least one and often two collection locations in the community. These locations are normally located at the Health Department and/or the Recycling Center on Crow Lane. A five-gallon plastic pail is at each location. Residents are encouraged to bring items such as mercury thermometers, thermostats, switches, sphygmomanometers (blood pressure units) and other devices that contain mercury (Universal Waste) to these locations for safe disposal.

Each location is supplied with digital thermometers. When a resident brings in a mercury thermometer, they are given a new digital thermometer in exchange.

When the pail is full, the 800 number on the pail is called and the service provider, Enviro Safe, will come and pick up the pail and leave an empty.

2. School Clean Sweeps

Each school system is offered the Clean Sweeps Program in an effort to remove mercury and items containing mercury from the schools. Mercury items will be removed free of charge. Certain devices, such as lab thermometers, sphygmomanometers and barometers, will be replaced on a one to one basis.

3. Fluorescent Lamp Reimbursement Program

The fluorescent lamp reimbursement program is offered to each community. The program coordinator will assist the community in establishing a collection program for fluorescent lamps in the municipal buildings and schools. Some communities offer the program to small businesses and residents as well. All the bulbs are collected and shipped to a processor. The community is reimbursed 100% of the invoiced amount for the recycling of the fluorescent lamps.

Each community is offered an 8 foot by 10 foot storage shed for the storage of fluorescent lamps and other Universal Wastes. These sheds are valued at approximately \$2,300 each.

4. Button-Cell Battery Fund Raising Opportunity

Each community is offered a program for the collection of button-cell batteries. A local organization is identified. That group would place small collection boxes at appropriate locations in the community for the collection of button-cell batteries. Button-cell batteries are the small batteries commonly found in watches, hearing aides, cameras, etc. The local group will periodically collect the batteries from the collection sites and place them in the pail at the Health Department office. These batteries will be weighed when the pail is picked up and the group will receive \$100 per pound, up to a maximum of \$500 in any calendar year.

CITY OF NEWBURYPORT

CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL

APPENDIX B

Continued

5. Thermostat Program

Each community is offered a program to notify contractors concerning the need to safely dispose of thermostats. This program is operated in conjunction with the Health and the Building Department. All costs of printing and mailing are covered by the program.

6. Bulk Collection

If a large quantity of elemental mercury is found in the City, the Mercury Recovery Program will remove the mercury free of charge.

7. Advertising

The Mercury Recovery Program conducts regional advertising on area radio stations such as WBZ and WEEI. Advertisements are also placed in the local newspapers promoting each community's specific program. Ads are also available in support of local Household Hazardous Waste Programs.

8. Additional Shed

Wheelabrator will supply an additional shed for each city for the use in collection and storage of mercury containing items or to be used during the Hazardous Waste Collection process. These sheds are supplied by Wheelabrator, used by the municipalities and replaced as needed by Wheelabrator.

CITY OF NEWBURYPORT

CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL

APPENDIX C

Hazardous Waste Clean Up Day

Wheelabrator will support one Hazardous Waste Clean Up Day in Newburyport each year for the duration of the contract. (Up to \$5000 per year). Advertising for this event will be included as part of the advertising for the Mercury Source Separation Program (see below).

From:

APPENDIX B

MERCURY RECOVERY PROGRAM

7. Advertising

The Mercury Recovery Program conducts regional advertising on area radio stations such as WBZ and WEEL. Advertisements are also placed in the local newspapers promoting each community's specific program. Ads are also available in support of local Household Hazardous Waste Programs.

CITY OF NEWBURYPORT

CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL

APPENDIX D

Sharps Collection Program

Wheelabrator will sponsor a sharps collection program in Newburyport. Wheelabrator will provide one kiosk per city and collect the sharps on an as needed basis. The cost of the Contract is inclusive of this program and the Municipality shall have the option each year to participate in this Program. Typically the kiosk will be located in a secure location at a local pharmacy, the fire station, the police station or the City's Health Department where it can be monitored. Location is to be determined and agreed upon by the Health Department and the Public Health Nurse.

ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 12, 2018

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

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

THAT the Zoning Ordinance, Appendix A of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended pursuant to Section XII-B "Adoption and Amendment" as follows:

Section III-C: Zoning Map.

The Zoning Map of said Zoning Ordinance entitled "Zoning Map of the City of Newburyport" is hereby amended pursuant to Section III-D "Changes to Zoning Map" such that all of the following properties, as depicted on a map prepared by the Newburyport Office of Planning & Development, dated May 14, 2018 and entitled "Low Street Agricultural Zoning Map Change" are included within the Agricultural / Conservation (A/C) Zoning District:

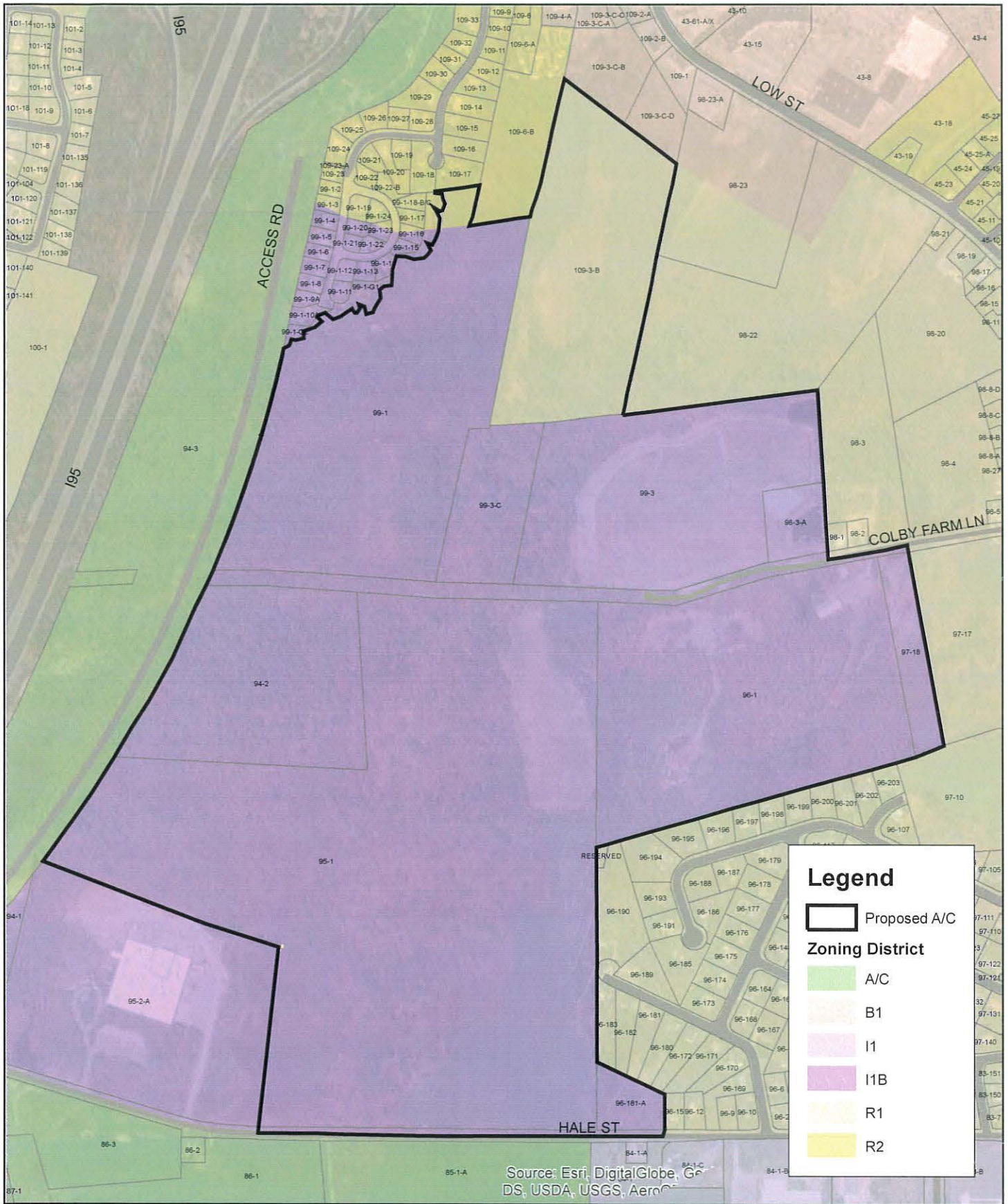
1. 21 Colby Farm Road [formerly Crow Lane] (*Assessors Map 97 Lot 18*);
2. 23 Colby Farm Road [formerly Crow Lane] (*Assessors Map 96 Lot 1*);
3. 30 Colby Farm Road [formerly Crow Lane] (*Assessors Map 98 Lot 3-A*);
4. Colby Farm Road [formerly Crow Lane] (*Assessors Map 99 Lot 3*);
5. Colby Farm Road [formerly Crow Lane] (*Assessors Map 99 Lot 3-C*);
6. Colby Farm Road [formerly Crow Lane] (*Assessors Map 99 Lot 1*);
7. 79 Storey Ave Rear (*Assessors Map 109 Lot 3-B*);
8. 25 Colby Farm Road [formerly Crow Lane] (*Assessors Map 94 Lot 2*); and
9. Colby Farm Road [formerly Crow Lane] (*Assessors Map 95 Lot 1*);
10. 48 Hale Street (*Assessors Map 96 Lot 181-A*);

Councillor Larry G. Giunta, Jr.

Councillor Charles F. Tontar

In City Council May 14, 2018:

Motion to remove from Planning & development by Councillor Eigerman, seconded by Councillor Zeid. So voted. Motion to approve as amended, striking list of properties and referring specifically to the map from the office of Planning & Development dated May 14, 2018, by Councillor Eigerman, seconded by Councillor Giunta. Roll call vote, 11 yes. Motion passed.



Low Street Agricultural Zoning Map Change

Office of Planning and Development
5/14/2018

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 29, 2018

AN ORDINANCE TO AMEND THE NEWBURYPORT CODE OF ORDINANCES REGARDING UTILITY POLES

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

THAT the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended by adding new Section 5-206. to existing ARTICLE 6 – UTILITY POLES of CHAPTER 5 – BUILDINGS AND BUILDING REGULATIONS, to read as follows,

Chapter 5 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE 6. – UTILITY POLES

SECTION 5 – 206

5-206.1 Siting and Installation of Wireless Communications Equipment

(1) This regulation sets forth the requirements for siting and installation of wireless communications systems and equipment in, on and along public rights of way and public airspace in the City of Newburyport and is applicable to any entity other than the City of Newburyport.

(2) Siting and installation contemplates use of existing, non-municipal utility poles or structures and does not contemplate installation of new poles or structures. Installation of new poles or structures in and along public rights of way or use of municipally owned poles shall require a separate license agreement approved by the City of Newburyport between the Provider and the City of Newburyport. A municipal pole or structure includes, without limitation, any pole, building, facility, transportation device or sign, or traffic light or sign, or other structure owned by the City of Newburyport.

(3) This regulation is intended to and shall apply prospectively to all pending petitions under review and all petitions filed. This regulation is intended to and shall apply retroactively to all previously approved petitions and installed wireless communications systems presently located in, on and along public rights of way and public airspace located in the City of Newburyport.

5-206.2 Definitions:

(1) "Wireless Communications Equipment" means any equipment, systems and/or facilities associated with wireless transmission services in direct contact with, attached, and/or supported by a structure or utility pole, including, without limitation: radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, cabling, hardware, one or more antenna, radio transceivers, coaxial or fiber-optic cable, tower, base station, metal strands, anchoring equipment, guying equipment, mechanical equipment, electronic equipment, enclosures, assemblages, devices and supporting elements attached and used to generate, receive, transmit or produce a signal used for communication and/or data transmission, including radio/television/satellite/internet broadcast equipment, Personal Wireless Service Facilities (PWSF), Distributed Antenna System (DAS), Small Cell Facilities (SCF), and Cellular on Wheels or Cell on Wheels (COW), whether self-contained or mounted.

(2) The definition of wireless communications equipment is without limitation, and is intended to encompass currently existing systems, equipment and facilities, as well as those which may become available for use with wireless communications as technological advancements occur and systems, equipment and facilities become outdated and outmoded.

(3) "Antenna" means any device affixed to a utility pole which transmits and receives wireless radio signals, whether embedded or external, including without limitation any system of wires, poles, rods, reflecting discs, dishes, whips, or other similar devices used for the transmission or reception of electromagnetic waves.

(4) "Personal Wireless Service Facilities" (PWSF) means amenities and equipment for the provision of personal wireless services.

(5) "Distributed Antenna System" (DAS) means a network of one or more antennas and related fiber optic nodes typically mounted to or located at utility poles which provide access and signal transfer for wireless service providers and includes the equipment location, "hub", or "hotel" where the DAS network interconnects with the wireless service provider's facilities to provide the signal transfer services.

(6) "Small Cell Facility" means the antenna, radio, power source and meter, disconnect switch, fiber optic cable, and supporting equipment.

(7) "Cellular on Wheels" or "Cell on Wheels" (COW) means a mobile cell site or base station used to provide temporary cellular network coverage.

(8) "Pole" means a properly constructed structure or utility pole located in or on the public right of way or the utility easement area adjacent to the public right of way which is intended to support or house wireless communications equipment.

(9) "Provider" means any wireless service provider petitioning to site and install wireless communications equipment.

(10) "Provider's System" means the Provider's Wireless Communications Equipment.

(11) "Existing" means already lawfully and properly constructed.

(12) "City" means the City of Newburyport, by and through the Newburyport City Council.

5-206.3 Locations, Generally.

As a general rule, the City of Newburyport prefers Wireless Communication Equipment to be installed in non-residential areas and on poles located on major roads.

5-206.4 Review authority.

In accordance with MGL c. 166, the City Council shall review and approve all petitions for licenses to install wireless communications equipment on Poles within the City of Newburyport. The City Council shall receive input from the Electrical Inspector, Building Commissioner and City Engineer prior to approval of any petition. Approval shall be consistent with the provisions contained herein and all other relevant federal, Commonwealth and local regulations.

5-206.5 Completeness of Petition Required.

(1) A petition shall not be considered properly filed unless it is complete.

(2) No petition shall be accepted for consideration until all information and documentation required herein has been submitted by the Provider.

(3) The one hundred twenty (120) day determination period shall not begin until a petition is properly filed.

(4) A petition shall not be granted unless any further information and documentation requested by the City is submitted by the Provider, and the petition is reviewed by City inspectional officials designated herein.

(5) If the petition fails to comply with the provisions herein, a written notice of denial shall be sent to the Provider.

5-206.6 Public property license agreement required.

Any wireless communications equipment intended for installation upon any public utility above or adjacent to City owned lights, structures, utility poles, traffic poles or fixtures, shall be subject to a license agreement between the Provider and the City, shall require annual inspection, and shall be subject to an annual inspection fee of \$500.00 per installation, per year.

5-206.7 Dimensions and appearance.

(1) All wireless communications equipment shall be designed and installed in accordance with industry safety codes, regulations and standards as they exist at the time of installation, and shall comply with all codes, regulations and standards as amended from time to time.

(2) All wireless communications equipment shall be installed with adherence to minimum clearance requirements between communications attachments and power attachments, and in an aesthetic appearance agreed upon between the Provider and the City.

(3) Wireless communications equipment attachments will not be permitted via double polling, onto existing double poles, onto poles not suited to manage the weight of wireless communications equipment, or onto poles which will be or become overstressed by any proposed wireless communications equipment.

(4) Wireless communications equipment shall not interfere with public safety or travel in, on and along the public right of way.

5-206.8 No adverse effect upon adjacent properties.

No installation of wireless communications equipment shall adversely affect any properties adjacent to the location of installed wireless communications equipment without the prior express written permission of the owner(s) of such adjacent properties.

5-206.9 No adverse effect upon pedestrian or other rights of way.

No installation of wireless communications equipment shall adversely affect any properties adjacent to the public rights-of-way upon any public or private property.

5-206.10 No adverse effect upon other utilities.

No installation of wireless communications equipment shall adversely affect any existing utilities without the prior express written permission of such utilities owner(s). Installation shall not affect, physically interrupt or interfere with the facilities in the public rights-of-way of other existing utilities or municipal services.

5-206.11 Obligation to repair and restore damages.

The Provider shall, at Provider's sole cost and expense, promptly repair and restore to original condition in accordance with the City's specifications any street pavement, sidewalks or other portions of the right-of-way which were disturbed or disrupted by installation of wireless communications equipment, however and wherever these conditions occurred. Provider shall, to the maximum extent possible, coordinate all installations, repairs and maintenance with the City and other utilities so as to minimize disruption to pedestrian and vehicular traffic, use and access.

5-206.12 Petition Process.

All petitions to install wireless communications equipment must be made in writing, filed with the City Clerk of the City of Newburyport on behalf of the Newburyport City Council. The one hundred twenty (120) day deadline for consideration shall begin upon receipt of a completed petition as described herein.

5-206.13 Contents of Written Petition.

The written petition must include the following information and documentation:

- (1) Filing fee of \$500.00 payable to the City of Newburyport;
- (2) Provider's name, address, contact information, telephone number, and designated agent, attorney, and/or representative contact information;
- (3) Contact information of the individual with whom the City can reach for maintenance, repair, inspection and upkeep information; the Provider shall have a duty to maintain this information and annually provide written confirmation to the City of updated contact information;
- (4) Pole location, number, nearest abutting property address
- (5) Pole Owner(s) name, address and contact information;
- (6) Identification of any other Users of the Pole, whether authorized or not;
- (7) Licensed, registered professional engineer's plan depicting: the pole, the proposed wireless communications system to be installed, all other equipment currently attached to the pole, whether in use or inactive, the area surrounding the Pole and proposed wireless communications system, and any other identifying data in the proposed vicinity;

communications equipment which was the subject of an originally approved petition. The determination regarding substantial replacement, rebuild and/or alteration shall solely be with the Building Commissioner.

5-206.17 Annual inspection.

A fee of \$500.00 shall be paid annually for inspection of wireless communication equipment by City Inspectors to insure compliance with the requirements herein. Provider shall be required to request the annual inspection and provide payment of the inspection fee at the time of inspection. At the time of the inspection, Provider shall be required to provide updated contact information to the City Clerk. Provider's failure to request annual inspection and/or failure to provide payment shall be deemed lack of compliance with the provisions herein and result in an Order to Remove wireless communications equipment.

5-206.18 Order to Remove.

(1) The City reserves the right to order Provider to remove any wireless communications equipment previously permitted hereunder, in the event wireless communications equipment installed no longer complies with the provisions herein, or becomes in a state of disrepair, or becomes inactive, or becomes a danger or poses a threat to the public, or is known, discovered or demonstrated as failing to comply with or adhere to any federal, state or municipal requirements and regulations, including, without limitation, any environmental, health or emissions standards or regulations, or interferes or disrupts City services, utilities or public right-of-way or public airspace, in any way, without limitation.

(2) Written Order to Remove shall be issued by the Building Commissioner shall remove all wireless communication equipment as ordered within ten (10) calendar days from the date of the Order to Remove.

(3) In the event the Provider fails to remove wireless communications equipment as ordered, within ten (10) calendar days following issuance of Order to Remove, the City shall have the right to remove the wireless communications equipment, at Provider's sole cost and expense. Provider's failure shall be grounds for denial of any petitions filed thereafter.

5-206.19 Severability.

The provisions of this section are severable. If any of its provisions, sections, subsections, paragraphs, sentences, or clauses, or the application thereof to any person, entity, establishment, or circumstances shall be held to be invalid or unconstitutional by any court of competent jurisdiction, then the remainder of this section and the application thereof shall continue to be in full force and effect. The invalidity of any provision of this Section shall not affect the validity of the remainder of this Section.

Councillor Sharif I. Zeid
Chair, Public Utilities

COMMITTEE ITEMS

May 29, 2018
Committee on Budget & Finance

COMM022_03_26_18 – FY2018-FY2022 Capital Improvement Program Submission, as amended in committee.

ORDR028_04_30_18 – FY19 Revolving Fund Spending Limits, as amended in committee.

ODNC013_04_30_18 – Establishment of Departmental Revolving Funds, as amended in committee.

TRAN009_05_14_18 – Free Cash \$191,818.51 to Snow&Ice Labor \$7,921.19, Snow&Ice Expenses \$183,897.32.

TRAN010_05_14_18 – Health Ins \$1,410 to LCM Clerical \$900. LCM General \$510.

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

b

2018 MAR 20 PM 1:46



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: March 20, 2018

Subject: FY2018-FY2022 Capital Improvement Program Submission

In accordance with Section 6-5 of the Charter, which requires the submission of a capital improvement plan to the City Council by April 1 of each year, I am pleased to submit an updated Capital Improvement Program (CIP) for Fiscal Years 2018 through 2022. Copies of the CIP will be made available on March 26, 2018.

The CIP serves as a planning tool that provides a means of identifying, prioritizing and scheduling needed capital improvements projects over the next five years. These projects include purchases of major pieces of equipment, infrastructure improvements, facility construction and renovation projects, major improvements to or acquisition of parks/grounds/open space, as well as, major studies and surveys. As defined in the City's Financial Policies, a capital improvement project must be valued over \$10,000 with an expected useful life of at least five years to be included in the CIP.

In this year's CIP, we have adjusted some of the financing source categories based on recommended best practices from the Government Finance Officers Association and the MA Division of Local Services. As we have done over the past few years, we have also aligned the CIP with the FY18 capital funding request by recommending appropriations for highest priority projects appearing in the program for the current fiscal year. We anticipate submitting the FY18 capital funding request to the City Council next month as we finalize the deficit for snow and ice expenses, which will need to be funded by the end of the year.

I urge the members of the City Council to carefully review the plan, which will also be made available for public viewing on the City's website, and look forward to working with you through the public hearing and adoption process as specified in the Charter.

Thank you for your consideration.



CITY OF NEWBURYPORT Revised ORDR028_04_30_18
MASSACHUSETTS
CITY CLERK'S OFFICE
NEWBURYPORT CITY HALL
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
TEL: 978-465-4407 • FAX: 978-462-7936

RICHARD B. JONES
CITY CLERK

Deletions ~~stricken~~, additions double-underlined
April 30, 2018

THAT, the City of Newburyport fix the maximum amount that may be spent during fiscal year 2019 beginning on July 1, 2018 for the revolving funds established in city ordinances for certain departments, boards, committees, agencies or officers in accordance with Massachusetts General Laws Chapter 44, Section 53E½, as follows:

Revolving Fund	Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	FY19 Spending Limit
Engineering Services	Director of Planning & Development	\$130,000
Council on Aging	Director of Council on Aging	\$40,000
Recreational Services	Director of Youth Services	\$370,000
Historical Commission	Director of Planning & Development	\$2,500
Electrical Inspector	Building Commissioner	\$95,000
Plumbing Inspector	Building Commissioner	\$65,000
Gas Inspector	Building Commissioner	\$40,000
Disabilities Commission	ADA Coordinator	\$3,000
Emma Andrews Library	Director of Public Services	\$30,000
Transient Vendors	Director of Public Health	\$20,000
Planning & Zoning	Director of Planning & Development	\$70,000
Animal Control	Director of Public Health	\$6,000
Tree Commission	Newburyport Tree Warden	\$10,000
Medicare/Medicaid	Director of Public Health	\$25,000
Veterans Benefits	Director of Veteran's Services	\$2,000
City Hall Maintenance	Director of Public Services	\$5,000
Senior Community Center Maintenance	Director of Public Services	\$15,000
Parks Maintenance	Parks Director	\$15,000
<u>Solid Waste</u>	<u>Recycling/Energy Manager</u>	<u>\$80,000</u>
<u>Assessor's Office</u>	<u>Assessor</u>	<u>\$2,000</u>

Councillor Charles F. Tontar



CITY OF NEWBURYPORT ODNC013_04_30_18
MASSACHUSETTS
CITY CLERK'S OFFICE
NEWBURYPORT CITY HALL
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
TEL: 978-465-4407 • FAX: 978-462-7936

RICHARD B. JONES
CITY CLERK

Deletions ~~stricken~~, additions double-underlined

April 30, 2018

AN ORDINANCE TO AMEND CHAPTER II – ADMINISTRATION, ARTICLE VI – FINANCE

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

THAT the Code of Ordinances, City of Newburyport, Massachusetts is hereby amended by adding a new section to establish and authorize revolving funds for use by certain city departments, boards, committees, agencies or officers under Massachusetts General Laws Chapter 44, § 53E½, or take any other action relative thereto:

SEC. 2-394 – DEPARTMENTAL REVOLVING FUNDS

1. Purpose. This ordinance establishes and authorizes revolving funds for use by city departments, boards, committees, agencies or officers in connection with the operation of programs or activities that generate fees, charges or other receipts to support all or some of the expenses of those programs or activities. These revolving funds are established under and governed by General Laws Chapter 44, § 53E½.
2. Expenditure Limitations. A department or agency head, board, committee or officer may incur liabilities against and spend monies from a revolving fund established and authorized by this ordinance without appropriation subject to the following limitations:
 - A. Fringe benefits of full-time employees whose salaries or wages are paid from the fund shall also be paid from the fund.
 - B. No liability shall be incurred in excess of the available balance of the fund.
 - C. The total amount spent during a fiscal year shall not exceed the amount authorized by City Council on or before July 1 of that fiscal year, or any increased amount of that authorization that is later approved during that fiscal year by the City Council and Mayor.
 - D. Any capital expenditure from the fund shall be made upon the recommendation of the Mayor and approval of the City Council. A capital expenditure is defined as a fixed asset costing \$15,000 or more with an expected useful life of five years or more.
3. Interest. Interest earned on monies credited to a revolving fund established by this ordinance shall be credited to the general fund.

4. Procedures and Reports. Except as provided in General Laws Chapter 44, § 53E½ and this ordinance, the laws, charter provisions, ordinances, rules, regulations, policies or procedures that govern the receipt and custody of city monies and the expenditure and payment of city funds shall apply to the use of a revolving fund established and authorized by this ordinance. The City Auditor shall include a statement on the collections credited to each fund, the encumbrances and expenditures charged to the fund and the balance available for expenditure in the regular report the City Auditor provides the department, board, committee, agency or officer on appropriations made for its use.
5. Authorized Revolving Funds. The Table establishes:
 - A. Each revolving fund authorized for use by a city department, board, committee, agency or officer,
 - B. The department or agency head, board, committee or officer authorized to spend from each fund,
 - C. The fees, charges and other monies charged and received by the department, board, committee, agency or officer in connection with the program or activity for which the fund is established that shall be credited to each fund by the City Auditor,
 - D. The expenses of the program or activity for which each fund may be used, and
 - E. The fiscal years each fund shall operate under this ordinance.

<u>A</u> Revolving Fund	<u>B</u> Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	<u>C</u> Fees, Charges or Other Receipts Credited to Fund	<u>D</u> Program or Activity Expenses Payable from Fund	<u>E</u> Fiscal Years
Engineering Services	Director of Planning & Development	Charges to developers who have applications before the City in an amount equal to the cost of acquiring the professional service	Expenses associated with the engagement, by the City, of engineers, architects, and other professionals qualified to evaluate various aspects of development projects and to advise the City accordingly	Fiscal Year 2019 and subsequent years
Council on Aging	Director of Council on Aging	Program fees	Senior citizen programs	Fiscal Year 2019 and subsequent years
Recreational Services	Director of Youth Services	Program fees	Funds recreational services in the City including program supplies, materials and equipment, class instructor fees, fees for reservations and tickets related to trips and functions, and other costs related to the provisions of recreational services	Fiscal Year 2019 and subsequent years
Historical Commission	Director of Planning & Development	Application fees	Administration of the Historical Commission operations, including office supplies and technical assistance	Fiscal Year 2019 and subsequent years
Electrical Inspector	Building Commissioner	Electrical permit fees	Electrical Inspector's salary and related expenses	Fiscal Year 2019 and subsequent years
Plumbing Inspector	Building Commissioner	Plumbing permit fees	Plumbing Inspector's salary and related expenses	Fiscal Year 2019 and subsequent years

<u>A</u> Revolving Fund	<u>B</u> Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	<u>C</u> Fees, Charges or Other Receipts Credited to Fund	<u>D</u> Program or Activity Expenses Payable from Fund	<u>E</u> Fiscal Years
Gas Inspector	Building Commissioner	Gas permit fees	Gas Inspector's salary and related expenses	Fiscal Year 2019 and subsequent years
Disabilities Commission	ADA Coordinator	Handicapped parking fines	Assist the Commission on Disabilities in their efforts to advise, assist, research, coordinate, review and make policy recommendations, provide information, referrals, guidance and technical assistance to individuals, public agencies, businesses and organizations in all matters pertaining to disability; and to coordinate activities of other local groups organized for similar purposes	Fiscal Year 2019 and subsequent years
Emma Andrews Library	Director of Public Services	Income received from the rental of the apartment located on the second floor of the South End Branch Library, commonly known as the Emma Andrews Library	Expenses associated with building maintenance, repairs, renovations, upkeep and security	Fiscal Year 2019 and subsequent years
Transient Vendors	Director of Public Health	License fees	Maintain City streets, ways, parks, walkways and other public areas throughout the City, as well as, City expenses associated with carrying out holiday celebrations, special activities and other public events	Fiscal Year 2019 and subsequent years
Planning & Zoning	Director of Planning & Development	Planning and zoning service and application fees	Planning and zoning related purposes including consultant's fees, legal expenses and other costs associated with project reviews and planning activities	Fiscal Year 2019 and subsequent years
Animal Control	Director of Public Health	Fees and charges associated with animal control and animal shelter activities	Offset City expenses associated with carrying out animal control and animal shelter operations	Fiscal Year 2019 and subsequent years

<u>A</u> Revolving Fund	<u>B</u> Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	<u>C</u> Fees, Charges or Other Receipts Credited to Fund	<u>D</u> Program or Activity Expenses Payable from Fund	<u>E</u> Fiscal Years
Tree Commission	Newburyport Tree Warden	Fines, voluntary payments, fees, charges, contributions, donations, grants, insurance settlements, and other payments received from private individuals, businesses, government entities, and persons or business making payment to the City for damage caused to trees located on City property	Plant, maintain, protect, and preserve public trees throughout the City in order to: contribute to the distinct character of the City; improve air quality; create habitats for wildlife, including various rare and protected species; reduce noise; provide privacy; protect soil from erosion; provide glare and heat protection; provide an aesthetic appeal that enhances property values; provides natural privacy to neighbors; and promotes civic pride and enjoyment	Fiscal Year 2019 and subsequent years
Medicare/Medicaid	Director of Public Health	Reimbursements charged to the state or federal Medicare/Medicaid programs	Maintain emergency planning programs and allow response to emergencies, as well as, offset City expenses associated with carrying out Health Department activities	Fiscal Year 2019 and subsequent years
Veterans Benefits	Director of Veteran's Services	Sale of grave markers, donations, gifts and grants received from the general public, government entities, private corporations, and charitable foundations	Expenses associated with goods and services benefiting veterans residing in the City and their families	Fiscal Year 2019 and subsequent years
City Hall Maintenance	Director of Public Services	Fees and charges paid to the City for the use and rental of City Hall facilities by outside groups, organizations and individuals	Expenses associated with City Hall maintenance, repairs, renovations, upkeep and security	Fiscal Year 2019 and subsequent years
Senior Community Center Maintenance	Director of Public Services	Fees and charges paid to the City for the use and rental of the Senior Community Center	Expenses associated with maintenance, repairs, renovations, upkeep and security at the Senior Community Center	Fiscal Year 2019 and subsequent years

<u>A</u> Revolving Fund	<u>B</u> Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	<u>C</u> Fees, Charges or Other Receipts Credited to Fund	<u>D</u> Program or Activity Expenses Payable from Fund	<u>E</u> Fiscal Years
Parks Maintenance	Parks Director	Fees and charges paid to the City for the use and rental of parks by outside groups, organizations and individuals	Expenses associated with parks maintenance, repairs, renovations, upkeep and security	Fiscal Year 2019 and subsequent years
<u>Solid Waste</u>	<u>Recycling/Energy Manager</u>	<u>Fees collected for use of the Yard Waste Facility, charges for disposal of household hazardous waste, bulk item/mattress disposal fees and recycling fees</u>	<u>Expenses associated with operating the Yard Waste Facility and Recycling Center on Colby Farm Lane, chipper service, disposal of hazardous waste, as well as, disposal of bulk items/mattresses</u>	<u>Fiscal Year 2019 and subsequent years</u>
<u>Assessor's Office</u>	<u>Assessor</u>	<u>Fees charged by the Assessor's Office for records requests and abutters lists</u>	<u>Office supplies and equipment</u>	<u>Fiscal Year 2019 and subsequent years</u>

Submitted:

Councillor Charles F. Tontar



City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

Bot

2018 MAY -8 PM 2:23

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 5/14/2018

Transfer From:

Account Name	<u>General Fund - Free Cash</u>	YTD Bal:	<u>\$ 663,160.77</u>
Account Number:	<u>01-35910</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$191,818.51</u>	Trans Out:	<u>\$ 1,830,378.23</u>

Why are Funds Available: The Massachusetts Department of Revenue certified Free Cash for FY2018 at \$2,493,539. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council. YTD balance includes all pending transfers.

Transfer To:

Account Name	<u>Snow & Ice - Labor</u>	YTD Bal:	<u>-\$7,921.19</u>
Account Number:	<u>01423001-51301</u>	Category:	<u>\$ -</u>
Amount:	<u>\$7,921.19</u>	Trans I/O:	<u>\$ -</u>

Why are Funds Required: Snow and ice expenses are variable depending on winter weather conditions. This account is used to pay the overtime for City employees during snow and ice events. State law allows communities to deficit spend in this category, however the deficit must be removed by fiscal year-end with available funds, or raise in FY2019.

Transfer To:

Account Name	<u>Snow & Ice - Expenses</u>	YTD Bal:	<u>-\$183,897.32</u>
Account Number:	<u>01423002-52901</u>	Category:	<u>\$ -</u>
Amount:	<u>\$183,897.32</u>	Trans I/O:	<u>\$ -</u>

Why are Funds Required: Snow and ice expenses are variable depending on winter weather conditions. This account is used to pay the cost of contractors hired to clear snow, equipment maintenance, as well as, materials such as salt and sand. State law allows communities to deficit spend in this category, however the deficit must be removed by fiscal year-end with available funds, or raise in FY2019.

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

Donna D. Holaday
Eth R. Manning

Date: 5/8/18
 Date: 5/8/18

**City of Newburyport
Department of Public Services
Snow & Ice Expense**

	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018
Budgeted Expense	\$ 85,000.00	\$ 90,000.00	\$ 90,000.00	\$ 95,000.00	\$ 100,000.00	\$ 100,000.00
Budgeted Labor	\$ 85,000.00	\$ 90,000.00	\$ 90,000.00	\$ 95,000.00	\$ 100,000.00	\$ 100,000.00
Parts	\$ 36,854.61	\$ 29,179.48	\$ 49,393.50	\$ 33,253.19	\$ 36,370.42	\$ 40,911.29
Salt	\$ 121,083.75	\$ 68,948.16	\$ 104,412.63	\$ 104,345.74	\$ 139,646.10	\$ 125,630.48
Calcuim	\$ 5,950.00	\$ 8,000.00	\$ 3,981.98	\$ 3,889.71	\$ 7,213.14	\$ 6,719.00
OT Labor	\$ 99,228.78	\$ 54,883.13	\$ 164,488.58	\$ 36,151.39	\$ 108,158.02	\$ 107,921.19
Contractors	\$ 59,049.05	\$ 43,238.50	\$ 443,894.25	\$ 24,530.00	\$ 30,492.50	\$ 102,342.80
Other Material	\$ 1,195.00	\$ 1,195.00	\$ 1,694.62	\$ 9,023.19	\$ 4,612.00	\$ 8,293.75
Pending			\$ 69,000.00	\$ -	\$ -	\$ -
Remaining Total	\$ (153,361.19)	\$ (25,444.27)	\$ (656,865.56)	\$ (21,193.22)	\$ (126,492.18)	\$ (191,818.51)



City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 MAY -8 PM 2:23

Department: Mayor's Office

Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 5/14/2018

Transfer From:

Account Name	<u>Health Insurance</u>	YTD Bal:	<u>\$ 1,653,904.48</u>
Account Number:	<u>01914001-51700</u>	Category:	<u>\$ 1,785,983.49</u>
Amount:	<u>\$1,410.00</u>	Trans I/O:	<u>\$ (38,550.00)</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 Services</u>	YTD Bal:	<u>\$ 350.00</u>
Account Number:	<u>01191002-53020</u>	Category:	<u>\$ 350.00</u>
Amount:	<u>\$900.00</u>	Trans I/O:	
Why are Funds Required:	<u>Due to Licensing Commission activity, as well as, frequency of board meetings.</u>		

Transfer To:

Account Name	<u>LCM General Expenses</u>	YTD Bal:	<u>\$ 168.75</u>
Account Number:	<u>01191002-53020</u>	Category:	<u>\$ 168.75</u>
Amount:	<u>\$510.00</u>	Trans I/O:	
Why are Funds Required:	<u>Due to higher than normal expenses incurred by Licensing Commission, including legal ads and office supplies/equipment.</u>		

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

Donna D. Holaday
Ethan R. Manning

Date: 5/8/18
Date: 5/8/18

May 29, 2018
Committee Items-
Planning & Development

- **ODNC015_04_30_18** Marijuana Zoning – Cultivation (**COTW**)

- **ODNC021_05_14_18** Temporary Moratorium on Recreational Marijuana Establishments

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 14, 2018

AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED ZONING ORDINANCE OF THE CITY OF NEWBURYPORT

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

Zoning Ordinance Amendment:

THAT the Zoning Ordinance be amended pursuant to Section XII-B "Adoption and Amendment" as follows:

Section V: Use Regulations

Insert a new section "V-H" after Section V-G (Medical Marijuana Treatment) as follows:

Section V-H Temporary Moratorium on Recreational Marijuana Establishments

A. Purpose

On November 8, 2016, the voters of the Commonwealth approved a law regulating the cultivation, processing, distribution, possession and use of marijuana for recreational purposes (new 06.L. c. 9400, Regulation of the Use and Distribution of Marijuana Not Medically Prescribed). The law, which allows certain personal use and possession of marijuana, took effect on December 15, 2016 (as amended on December 30, 2016 by Chapter 351 of the Acts of 2016 and thereafter, on July 28, 2017 by Chapter 55 of the Acts of 2017). Currently under the Zoning Ordinance, a non-medical Marijuana Establishment (hereinafter, a "Recreational Marijuana Establishment"), as defined in 06.L. c. 40, 1, is not specifically addressed in the Zoning Ordinance. The City needs time to study and consider a possible referendum and/or regulation of Recreational Marijuana Establishments and address such issues, as well as to address the potential impact of the State regulations on local zoning and to undertake a planning process to consider amending the Zoning Ordinance regarding regulation of Recreational Marijuana Establishments. The City Council intends to adopt a temporary moratorium on the use of land and structures in the City for Recreational Marijuana Establishments so as to allow sufficient time to address the effects of such structures and uses in the City and to pursue a referendum and/or to enact ordinances in a consistent manner.

B. Definition

"Recreational Marijuana Establishment" shall mean an "marijuana retailer" as defined in G.L. c.94G, § 1"

C. Temporary Moratorium

~~Temporary Moratorium. Notwithstanding any other provision of the Zoning Ordinance to the contrary, the City Council hereby enacts a temporary moratorium on the use of land or structures for Recreational Marijuana Establishments. The moratorium will be in effect through the earliest of: (a) December 31, 2018; (b) certification by the City Clerk of the results of a referendum on the matter; and (c) final adoption of amendments to the Zoning Ordinance on the matter. During the moratorium, the City shall undertake a planning process to address Recreational Marijuana Establishments.~~
Temporary Moratorium. Notwithstanding any other provision of the Zoning Ordinance to the contrary, the City Council hereby enacts a temporary moratorium on the use of land or structures for Recreational Marijuana Establishments. The moratorium will be in effect through December 31, 2018 or until such time as the City holds a referendum on the matter and/or adopts Zoning Ordinance amendments, whichever occurs earlier. During the moratorium, the City shall undertake a planning process to address the potential impacts of recreational marijuana.

Afroz Khan
At Large City Councillor

Larry G. Giunta
Ward 5 City Councillor

Heather L. Shand
Ward 3 City Councillor

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Revised Zoning Ordinance to Permit Marijuana Cultivation in the Newburyport Business Park

Note: The following Zoning Amendment is a revised version of ODNC015_04_30_18 (Marijuana Zoning – Cultivation) but includes additional boilerplate language (*required for clarity and comprehensiveness*) from ODNC016_04_30_18 (Marijuana Zoning – Retail Sales). Councilor Eigerman’s revised draft of ODNC021_05_14_18 (Temporary Moratorium on Recreational Marijuana Establishments), which inserts a new Section numbered V-H is referenced as a new footnote to the Table of Use Regulations (*for all marijuana establishments, medical marijuana treatment centers and registered marijuana dispensaries conducting retail sales*) thereby providing quick reference to the temporary moratorium on this types of establishments.

April 30, 2018

ORDERED:

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

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

THAT the Zoning Ordinance, Appendix A of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended pursuant to Section XII-B “Adoption and Amendment” as follows:

Section III-C: Zoning Map.

The Zoning Map of said Zoning Ordinance entitled “Zoning Map of the City of Newburyport,” referenced in Section III-C (entitled Zoning Map) is hereby amended pursuant to Section III-D “Changes to Zoning Map” by eliminating the existing Medical Marijuana Overlay District (MMOD).

Section V-D: Table of Use Regulations

Delete the following use from the Table of Use Regulations, along with the corresponding row:

- Medical Marijuana Treatment Center (Num 217)

Add the following new uses to the Table of Use Regulations, as additional rows inserted in alphabetical order under a new grouping numbered 8 and entitled “Marijuana-Related Uses”:

Use	Num
• Marijuana Establishment (<i>with retail sales</i>)	801
• Marijuana Establishment (<i>without retail sales</i>)	802
• Medical Marijuana Treatment Center or Registered Marijuana Dispensary (<i>with retail sales</i>)	803

- Medical Marijuana Treatment Center or Registered Marijuana Dispensary (*without retail sales*) 804

The above referenced uses numbered 802 and 804 shall be permitted only by Special Permit (SP) in the following zoning districts, and so indicated in said table:

- I-1 (Industrial District)
- I-1B (Industrial District)

Wherever the above referenced uses numbered 802 and 804 are listed as permitted by Special Permit (SP) said notation shall be accompanied by reference to footnote (h) of the Table of Use Regulations, the text of which shall be deleted in its entirety and replaced with the following:

(h) The Planning Board shall act as the designated Special Permit Granting Authority (SPGA) for this use. See Section XXXI entitled "Licensed Marijuana Establishments" for additional requirements and restrictions.

For all other zoning districts the above referenced uses 801, 802, 803 and 804 shall be prohibited, or "Not Permitted" (NP), and so indicated in said table.

Wherever the above referenced uses numbered 801 and 803 are listed as prohibited, or "Not Permitted" (NP), said notation shall be accompanied by reference to a new footnote (i) of the Table of Use Regulations, the text of which shall read as follows:

(i) See Section V-H entitled "Temporary Moratorium on Recreational Marijuana Establishments."

Section V-G: Medical marijuana treatment centers.

Delete Section V-G (entitled "Medical marijuana treatment centers") in its entirety.

Section XXXI: Licensed Marijuana Businesses

Insert a new Section XXXI, entitled "Licensed Marijuana Businesses" as follows:

XXXI-A Purposes.

The purpose of this Section is to provide for the establishment of both medical and recreational Marijuana Businesses in the City of Newburyport in as much as:

1. Medical Marijuana Treatment Centers (MMTCs), also known as "Registered Marijuana Dispensaries" (RMDs), are authorized in the Commonwealth of Massachusetts pursuant to Chapter 369 of the Acts of 2012 (entitled "An Act for the Humanitarian Medical Use of Marijuana"), M.G.L. Chapter 94I (entitled "Medical Use of Marijuana") and 105 CMR 725 (entitled "Implementation of an act for the humanitarian medical use of marijuana");
2. "Marijuana Establishments" for the adult, non-medical use of marijuana, are authorized in the Commonwealth of Massachusetts pursuant to Chapter 334 of the Acts of 2016, as amended by Chapter 351 of the Acts of 2016 and Chapter 55 of the Acts of 2017, as further codified in General Laws Chapter 94G (entitled "Regulation of the Use and Distribution of Marijuana Not Medically Prescribed") and regulations promulgated by the Massachusetts Cannabis Control Commission (CCC) in 935 CMR 500 (entitled "Adult Use of Marijuana");

3. The City seeks to protect the public welfare, health and safety of the residents of Newburyport;
4. These zoning regulations provide for the placement of all medical and recreational marijuana-related businesses in suitable locations; and
5. The City seeks to minimize any potential adverse impacts of medical and recreational marijuana-related businesses on adjacent properties, residential neighborhoods, schools, playgrounds and other locations where minors congregate by regulating the siting, design, placement, security and removal of such marijuana businesses.

XXXI-B Definitions.

Where not expressly defined in this section or elsewhere in the Newburyport Zoning Ordinance, terms used in this section (XXXI) shall be interpreted as defined in the statutes and regulations cited in Section XXXI-A § 1 & 2 above.

Commission or CCC means the Massachusetts Cannabis Control Commission established by G.L. c. 10, §76, or its designee.

Department of Public Health or DPH means the Massachusetts Department of Public Health.

License means the required certificate issued by the Commonwealth for a Marijuana Business.

Licensee means a person or entity licensed by the Commonwealth to operate a Marijuana Business.

Marijuana Business means a Medical Marijuana Treatment Center, Marijuana Establishment, or any combination or part thereof.

Marijuana Establishment means a Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, as set forth in G.L. c.94G, § 1 and regulations promulgated thereunder.

Medical Marijuana Treatment Center (MMTC), also known as a Registered Marijuana Dispensary (RMD), means an entity registered under 105 CMR 725.100: Registration of Registered Marijuana Dispensaries, or licensed by the Cannabis Control Commission pursuant to G.L. c.94I, that acquires, cultivates, possesses, processes (including development of related products such as edible cannabis or marijuana products, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing cannabis or marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers for medical use. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of cannabis or marijuana for medical use.

XXXI-C Special Permit Required.

Pursuant to Chapter 40A of the Massachusetts General Laws, as well as under the home-rule powers of the City pursuant to Sections 1 and 6 of Article II of the Articles of Amendment of the Constitution of the Commonwealth of Massachusetts, as amended by Article LXXXIX of said Articles of Amendment, and in order to mitigate potential secondary adverse impacts, a special permit is required for a Marijuana Business within the City of Newburyport.

XXXI-D License Requirements and Conditions of Use.

1. Marijuana Businesses shall be properly licensed by the Commonwealth of Massachusetts Cannabis Control Commission (CCC) or Department of Public Health (DPH), as applicable, pursuant to regulations promulgated therefore.
2. No Marijuana Business shall be permitted for, or otherwise allow, on-premises social consumption.
3. No Marijuana Business shall be permitted to operate outside of an enclosed building or structure.
4. No Marijuana Business located within the Business and Industry Park zoning districts (I-1 and I-1B) shall be permitted to conduct in-person retail sales to consumers on premises. This restriction shall not be construed to prohibit the transfer or delivery of marijuana-related products to other locations where in-person retail sales of marijuana-related products are permitted.
5. The total cumulative square footage of all Marijuana Cultivators permitted within the Business and Industry Park zoning districts (I-1 and I-1B) shall be limited to 300,000 square feet, which equates to roughly ten percent (10%) of total square footage of buildings within the Business and Industry Park.

XXXI-E Parking Requirements.

Parking requirements for Marijuana Businesses, as those businesses are more particularly defined in G.L. c.94G and the regulations promulgated thereunder, shall be as follows:

- "Craft Marijuana Cooperative": 1 per employee plus 1 per 300 square feet gross floor area
- "Independent Testing Laboratory": 0.75 per employee in maximum shift plus 1 per company vehicle
- "Marijuana Cultivator"; 0.75 per employee in maximum shift plus 1 per company vehicle
- "Marijuana Establishment"; 0.75 per employee in maximum shift plus 1 per company vehicle, unless otherwise noted
- "Marijuana Product Manufacturer"; 0.75 per employee in maximum shift plus 1 per company vehicle
- "Marijuana Retailer"; 3 per 1,000 square feet of gross floor area (GFA)
- "Marijuana Transporter"; 0.75 per employee in maximum shift plus 1 per company vehicle
- "Medical Marijuana Treatment Center"; 1 per employee plus 1 per 300 square feet gross floor area
- "Microbusiness"; 0.75 per employee in maximum shift plus 1 per company vehicle
- "Research Facility"; 0.75 per employee in maximum shift plus 1 per company vehicle
- Any other Marijuana Business: 0.75 per employee in maximum shift plus 1 per company vehicle

XXXI-F Required Buffer Zones & Restrictions on Location

1. Residential Districts: No Marijuana Business within the Business and Industry Park zoning districts (I-1 and I-1B) shall be located or permitted within two hundred and fifty (250) feet of any residential district. Nor shall any Marijuana Business within said districts (I-1 and I-1B) be located or permitted northwest of Hale Street.
2. Protected Uses: No Marijuana Business shall be located or permitted within five hundred (500) feet of:
 - a. a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12;
 - b. a pre-existing nursery school or daycare facility;
 - c. a pre-existing public library;
 - d. a pre-existing public park or playground;
 - e. a pre-existing municipal youth or recreation center;
 - f. a pre-existing public swimming pool; or
 - g. any similar pre-existing facility in which children commonly congregate in an organized, ongoing, formal basis.
3. Measurement: The distance under this section shall be measured in a straight line from the nearest point of the property or district line in question to the nearest point of the building or structure where the Marijuana Business is or will be located.

XXXI-G Permitting Procedure & Criteria for Approval.

Permit Granting Authority: The Planning Board shall act as the designated Special Permit Granting Authority (SPGA) in administering this section.

Special Permit Required: Marijuana Businesses may be permitted only pursuant to a Special Permit hereunder. The Planning Board shall review and may deny, approve, or approve with conditions all applications hereunder in accordance with the procedures listed in Subsection X-H.8. The SPGA shall approve a Business if the SPGA determines that the proposed use meets all the requirements of this section and, in addition, the special permit criteria of Subsection X-H.7. Application for a special permit shall be submitted to the SPGA pursuant to the submission requirements, and procedures contained in Section X-H.7.

Documentation Required to Support an Application: To support any Special Permit application under this section, the applicant shall provide as part of the application to the SPGA the following documentation:

1. A copy of its application, registration and/or certificate as a Marijuana Business from the CCC or DPH (as applicable);
2. A letter from the owner of the property on which the proposed Marijuana Business is to be located indicating approval of the proposed use and submission of the application to the SPGA.
3. A detailed floor plan of the premises of the proposed Marijuana Business that identifies the square footage available and describes the functional areas of the proposed use;
4. Detailed site plans that include the following information:

- a. Compliance with the requirements for parking and loading spaces, for lot size, frontage, yards and heights and coverage of buildings, and all other provisions of this Ordinance;
 - b. Convenience and safety of vehicular and pedestrian movement on the site and for the location of driveway openings in relation to street traffic;
 - c. Convenience and safety of vehicular and pedestrian movement off the site, if vehicular and pedestrian traffic off-site can reasonably be expected to be substantially affected by on-site changes;
 - d. Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the premises (and anticipated number of visitors), including designated parking for employees and home delivery vehicle(s), as applicable;
 - e. Design and appearance of proposed buildings, structures, freestanding signs, screening and landscaping; and
 - f. Adequacy of water and electrical supply, surface and subsurface drainage and site lighting.
5. A description of any proposed security measures for the Marijuana Business, including but not limited to security cameras and employee security policies;
 6. A copy of proposed waste disposal procedures for the Marijuana Business;
 7. A detailed description and rendering of the applicant's proposed signage to advertise the location of the Marijuana Business and/or services available at the proposed Marijuana Business.
 8. A Traffic Impact Analysis (Traffic Study) for the proposed use and site consistent with the requirements of Section XV-E(b)(4) of this Ordinance; and
 9. Documentation regarding the projected use, and adequacy, of public and private utilities and infrastructure required for operation of the proposed Marijuana Business, including, but not limited to:
 - a. Water
 - b. Wastewater
 - c. Electricity

These materials shall be in addition to those submission materials required in section X-H(7) "Special Permits."

Traffic & Impact Studies: To aid the SPGA in its review, the owner shall pay all costs for the SPGA to engage a properly licensed traffic engineer, consulting engineer or other professionals experienced in the review of traffic studies and/or community impact reports, deemed necessary in the opinion of the SPGA to ensure that the proposed Marijuana Business will not unduly burden the City's water and wastewater systems or result in undue traffic congestion or safety concerns in the immediate vicinity of the proposed facility and/or site. The portions of this section (and its regulations, if any) requiring the payment of consultant fees are promulgated under the concurrent authority of Massachusetts General Laws Chapter 44, Section 53G.

Signage: All signage shall conform to the requirements of the Newburyport Zoning Ordinance. The SPGA may impose additional restrictions on signage as appropriate to mitigate any aesthetic impacts. Use of medical symbols, images of marijuana, related paraphernalia, and text or colloquial references to cannabis and marijuana on any signage is prohibited.

Departmental Review: The SPGA shall refer copies of the application to the Building Department, Fire Department, Police Department, Board of Health, and the Department of Public Works. These boards/departments shall review the application and shall submit their written recommendations to the SPGA. Failure to make recommendations within 45 days of referral of the application shall be deemed lack of opposition.

XXXI-H Decision and Conditions of Approval

Public Hearing and Decision: After notice and public hearing (in accordance with Section X-H(7) and consideration of application materials, consultant reviews, public comments, and the recommendations of other City boards and departments, the SPGA may act upon such a permit.

Required Findings: The SPGA may approve a Marijuana Business application only if it makes written findings based upon evidence in the record that the applicant has satisfied the requirements of this section and section X-H(7)(A).

Special Permit Conditions: The SPGA shall impose conditions upon the issuance of a Marijuana Business Special Permit reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's Marijuana Business, the SPGA shall include the following conditions in any special permit granted under this Section:

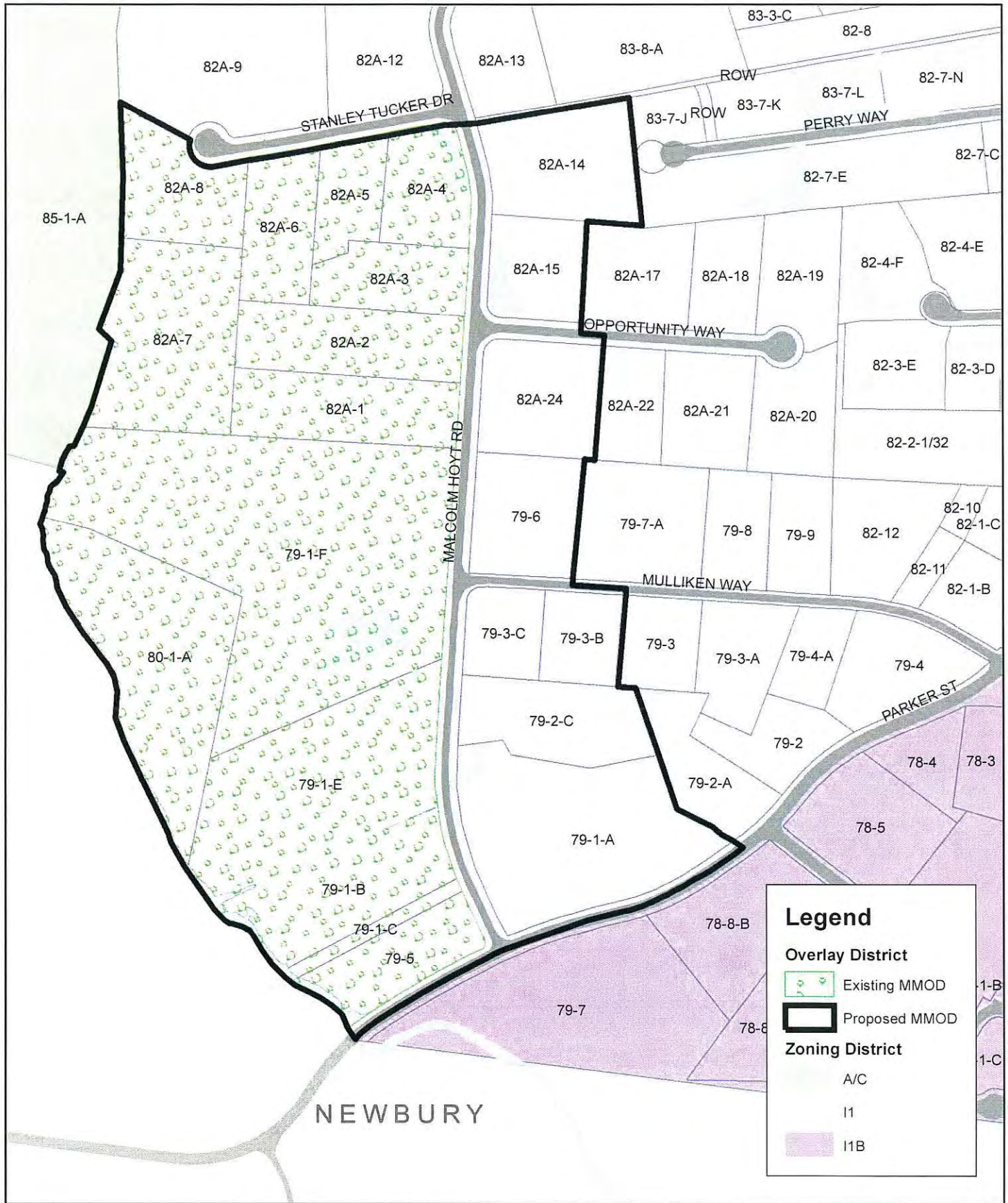
- i. Hours of Operation (if any)
- ii. The permit holder shall provide to the Building Inspector, Director of Planning and Development, Director of Public Health, Fire Chief and Police Marshal, the name, telephone number and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.
- iii. The special permit authorizing the establishment of a Marijuana Business shall be valid only for the specific registered person or entity to which the special permit was issued, and only for the site on which the Marijuana Business has been authorized by special permit. If any license for the Marijuana Business has been revoked or if the license is to be transferred to another controlling entity, or is to be relocated to a different site, a new special permit shall be required.
- iv. A Marijuana Business shall be located only in a permanent building and not within any mobile facility. All sales shall be conducted either within the building or by home deliveries to qualified clients pursuant to applicable state and local regulations. This provision shall not be construed to limit or prohibit the transport of marijuana and marijuana-related products in accordance with CCC regulations.
- v. A Special Permit shall only be valid for use by the Applicant and will become null and void upon the sale or transfer of the license of a Marijuana Business or a change in the location of the business.
- vi. In the event that the Commonwealth's licensing authority suspends the license or registration of a Marijuana Business, the Special Permit shall be so suspended by the City until the matter is resolved to the satisfaction of said licensing authority.
- vii. The Special Permit shall be considered null and void if meaningful construction has not begun on the project within 2 years of obtaining said permit, or such additional time extension as may be granted at the discretion of the Planning Board.

- viii. The permit holder shall notify the Building Inspector, Director of Planning and Development, Director of Public Health, Fire Chief and Police Marshal and the SPGA in writing within 48 hours of the cessation of operation of the Marijuana Business or the expiration or termination of the license holder's certificate or registration with the CCC and/or DPH.
- ix. The permit holder shall at all times comply with regulations regarding Marijuana Businesses promulgated by the Board of Health.
- x. The Police Department, Fire Department, Building Inspector, Zoning Enforcement Officer, Director of Planning & Development and Director of Public Health shall have the right to inspect the subject premises to assure compliance with the special permit.
- xi. Prohibition Against Nuisances: No use or operation shall be allowed at any Marijuana Business which creates a nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

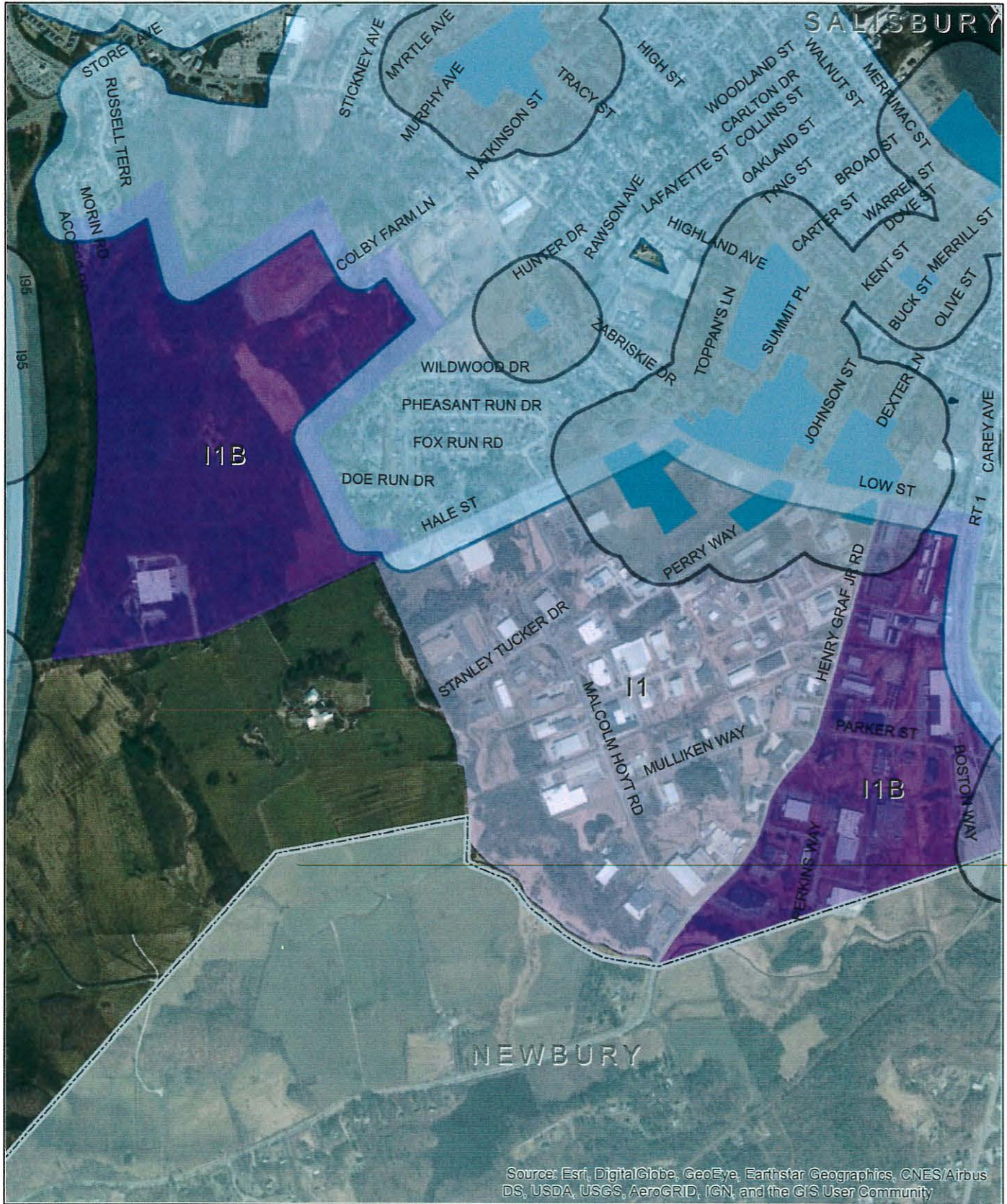
XXXI-I Severability.

The provisions of this section are severable. If any of its provisions, sections, subsections, paragraphs, sentences, or clauses, or the application thereof to any person, entity, establishment, or circumstances shall be held to be invalid or unconstitutional by any court of competent jurisdiction, then the remainder of this section and the application thereof shall continue to be in full force and effect. The invalidity of any provision of this Section shall not affect the validity of the remainder of this Section or the Newburyport Zoning Ordinance.

Councilor Barry N. Connell



Zoning Map Change - MMOD Boundaries



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



XXXI-F Required Buffer Zones Industrial Park (I-1/I-1B)

Legend	
	500' Buffer from Protected Uses
	250' Buffer from Residential
	Protected Uses

May 29, 2018
Committee Items-Public Safety

Comm39_05_14_18 - Feline Rescue Strut for Strays

Comm40_05_14_18 - Ride to end Alzheimers

Ordr025_04_30_18 - Handicapped Space - 17 Merrill Street

Ordr026_04_30_18 - Handicapped Space - 29 Tyng.

MP
PS
SC/HS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 30, 2018

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

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

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

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

Merrill Street

One (1) space at 17 Merrill Street through March 30, 2020.

Councillor Heather L. Shand

PS
CT/SZ

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 30, 2018

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

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

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

Tyng Street

One (1) space at 29 Tyng Street through June 30, 2028.

Councillor Charles F. Tontar

978 Jun 20 11:15
ps

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

NEWBURYPORT SPECIAL EVENT APPLICATION

2018 APR 25 AM 11:15
Tel. Fax.

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

NAME OF EVENT: STRUT FOR STRAYS

Date: June 3, 2018 Time: from 10:00 to 3:00

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

2. Location: Spencer Peirce Little Farm

3. Description of Property: Historic New England Property Public _____ Private
Merrimack River

4. Name of Organizer: Feline Rescue Society City Sponsored Event: Yes _____ No
Contact Person Gail Lynch

Address: 63 Elm St. Salisbury Telephone: 978 887-2122

E-Mail: moabmeadow@verizon.net Cell Phone: 617 797-6015

Day of Event Contact & Phone: Gail Lynch 617 797-6015 978-360-2967

5. Number of Attendees Expected: 150

6. MA Tax Number: 04-3172322

7. Is the Event Being Advertised? yes Where? Facebook, Local Papers, MRFERS website

8. What Age Group is the Event Targeted to? 20+

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 0

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music _____ DJ _____ Radio/CD _____
Performers 0 Dancing 0 Amplified Sound yes Stage 0

C. Games /Rides: Adult Rides 0 Kiddie Rides 0 Games 0 Raffle 1
Other N/A 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? 10
- b) How many recycling receptacles will you be providing? 2
- c) Will you be contracting for disposal of : **Trash** Yes ___ No **Recycling** Yes ___ No
- i. If yes, size of dumpster(s): **Trash** ___ **Recycling** ___
- ii. Name of disposal company: **Trash** ___ **Recycling** ___
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes No ___
- iv. If no, where will the trash & recycling be disposed ? SPLF dumpster
recycling will be taken to
transfer station

If no:

- a) # of trash container(s) to be provided by DPS 0
- b) # of recycling container(s) to be provided by Recycling Office 0
- 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)

1 Standard # 1 ADA accessible

Name of company providing the portable toilets: P.A. Wilkinson Septic Inc.

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:

Merrimack River Feline Rescue Society

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

Gail Lynch
63 Elm Street Salisbury, MA 01952

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

Joseph Bell
19 Chestnut St. Newburyport, MA 01950

978 360-2967

4. Date of Event:

June 3, 2018

Expected Number of Participants:

150

5. Start Time:

11:00 am

Expected End Time:

12:30 pm

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

High Road (Newbury)
Rolf's Lane, Union St., Beacon Ave., South Pond St.,
Graham Ave., High Road.

7. Locations of Water Stops (if any):

0

8. Will Detours for Motor Vehicles Be Required?

No

If so, where?

9. Formation Location & Time for Participants:

Spencer Peirce Little Farm 10:45 am

10. Dismissal Location & Time for Participants:

Spencer Peirce Little Farm 12:30 pm

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 OR ANY USE OF A PUBLIC WAY.

CITY MARSHAL

[Signature]

4 Green St.

FIRE CHIEF

[Signature] 4/24/18

0 Greenleaf St.

DEPUTY DIRECTOR

[Signature]

16A Perry Way

CITY CLERK

[Signature]

60 Pleasant St.

DEPARTMENT APPROVAL (for Committee Member use only):

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

Approval Required	Date: _____	Signature _____
___	1. Special Events:	_____
___	2. Police:	_____
	Is Police Detail Required:	_____ # of Details Assigned: _____
___	3. Traffic, Parking & Transportation:	_____
___	4. ISD/Health:	_____
___	5. Recycling:	_____
___	6. ISD/Building:	_____
___	7. Electrical:	_____
___	8. Fire:	_____
	Is Fire Detail Required:	_____ # of Details Assigned: _____
___	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	<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: Joseph C. Bell Date: 4-21-18

From: Gail Lynch Moabmeadow@verizon.net
Subject: FW: Strut
Date: April 3, 2018 at 2:20 PM
To: JOSEPH C BELL joebatl@aol.com



Joe,

Let me know what you think after you have driven or walked it! Thanks for checking on the licenses needed and whether or not we need police at that intersection.

Gail

This picture shows a route that is about 2.5 miles





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2018

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

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

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Lori Keiffer
	PHONE (A/C, No, Ext): (800)333-7234 FAX (A/C, No): E-MAIL ADDRESS: LKeiffer@easterninsurance.com
INSURED Merrimack River Feline Rescue Society 63 Elm St Salisbury MA 01952	INSURER(S) AFFORDING COVERAGE
	INSURER A: New Hampshire Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 18 GL-STRUT FOR STRAYS REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TBD	4/24/2018	6/5/2018	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Newburyport is additional insured for general liability for 2018 Strut for Strays Event to be held 6/3/18.

CERTIFICATE HOLDER

CANCELLATION

City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

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

AUTHORIZED REPRESENTATIVE

John Koegel/LKEIFF

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2018

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PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Lori Keiffer
	PHONE (A/C, No, Ext): (800)333-7234 FAX (A/C, No): E-MAIL: LKeiffer@easterninsurance.com ADDRESS:
INSURED Merrimack River Feline Rescue Society 63 Elm St Salisbury MA 01952	INSURER(S) AFFORDING COVERAGE
	INSURER A: New Hampshire Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			TBD	4/24/2018	6/5/2018	EACH OCCURRENCE	\$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$
	<input type="checkbox"/> ANY AUTO						PERSONAL & ADV INJURY	\$ 4,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					GENERAL AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PRODUCTS - COMP/OP AGG	\$ 4,000,000
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

City of Newburyport is additional insured for general liability for 2018 Strut for Strays Event to be held 6/3/18.

CERTIFICATE HOLDER

City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Koegel/LKEIFF

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RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 MAY -1 PM 3:49

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

Bike Ride X

PARADE _____

ROAD RACE _____

WALKATHON _____

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

Alzheimer's Association

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

Jayne Paragona 617 393 2052 or 617 645 5255
Alzheimer's Association, 309 Waverley Oaks Rd.
Waltham, MA 02452

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

Same as above -

4. Date of Event: June 9, 2018 Expected Number of Participants: 150

5. Start Time: 8am Expected End Time: 12pm

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

Parker St, Graf Rd, Low Street, Pond St., High St.
Hanover St, Green St.

7. Locations of Water Stops (if any): 3 Graf Rd Newburyport

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

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:

• Number of Floats: 0

• Locations of Viewing Stations: 0

• 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] 4/22/18

0 Greenleaf St.

DEPUTY DIRECTOR [Signature] 16A Perry Way

CITY CLERK

[Signature]

60 Pleasant St.

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

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

NAME OF EVENT: _____

Date: _____ Time: from _____ to _____

Rain Date: _____ Time: from _____ to _____

2. Location: _____

3. Description of Property: _____ Public _____ Private _____

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

Contact Person

Address: _____ Telephone: _____

E-Mail: _____ Cell Phone: _____

Day of Event Contact & Phone: _____

5. Number of Attendees Expected: _____

6. MA Tax Number: _____

7. Is the Event Being Advertised? _____ Where? _____

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

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

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

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

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

Performers _____ Dancing _____ Amplified Sound _____ Stage _____

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____

Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

If yes:

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

If no:

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

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

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

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

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. 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:** _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/26/2018

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

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

PRODUCER AssuredPartners of Illinois, LLC. 4153 Main Street Skokie IL 60076		CONTACT NAME: Sandy Crespin PHONE (A/C No. Ext): (847) 679-7350 E-MAIL ADDRESS: sandyc@tacummings.com		FAX (A/C No.): (847) 679-7361	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Philadelphia Insurance Company		18058	
		INSURER B: Hartford Insurance Company		00914	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 2018-19 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						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	PHPK1623108	3/11/2018	3/11/2019	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Sexual Abuse/Molestation						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Social Serv Professional						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	PHPK1623108	3/11/2018	3/11/2019	Underinsured Motorists \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE			PHUB575868	3/11/2018	3/11/2019	\$
<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	83WEBU6934	3/11/2018	3/11/2019	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	D & O, EPLI			PHSD1228044	3/11/2018	3/11/2019	D&O \$25/EPLI \$35K Retention 10,000,000
	Professional Liability			PHPK1623108	3/11/2018	3/11/2019	Occurrence 1,000,000 Aggregat 3,000,000

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

Massachusetts/New Hampshire Chapter
 RE: 22nd Annual Ride to End Alzheimer's, Event date: June 8-9, 2018.
 Certificate Holder is named as Additional Insured for operations conducted by the insured. Subject to policy terms and conditions.
 **Bounce Houses and other rebounding devices are excluded from any liability coverage on this policy.

CERTIFICATE HOLDER City of Newburyport 60 Pleasant Street Newburyport, MA 01950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Scott Cummings/CRES01 <i>R. Scott Cummings</i>

Cassandra G. Green

From: Nicole Francoeur <nifrancoeur@alz.org>
Sent: Thursday, May 03, 2018 5:10 PM
To: Cassandra G. Green
Cc: Richard Jones
Subject: Re: Copy of ride coi

Cassandra,

That is correct, no bounce houses or other similar devices will take place.

For this ride, the riders will only be riding their bikes through NBPT on the streets, no street closures etc. There is no event site in nbpt.

On Thu, May 3, 2018 at 5:04 PM, Cassandra G. Green <CGreen@cityofnewburyport.com> wrote:

Thank you, Nicole! I noticed there is an exclusion for bounce houses and other rebounding devices; could you please confirm there will be none at this event?

Kind regards,

Cassandra M. Green

Administrative Assistant II – City Clerk’s Office

City of Newburyport

60 Pleasant Street

Newburyport, MA 01950

Ph | (978) 465-4407, x.1204

Fax | (978) 462-7936

www.cityofnewburyport.com

cgreen@cityofnewburyport.com



alzheimer's  association®

Timeline and Overview of Event

The Ride to End Alzheimer's is proposed as follows:

This untimed endurance event is proposed to start at 6:30 AM on Saturday June 9, 2018. At the start of each course riders may be grouped tightly together, but as they follow the route the distance between riders will grow, often with large gaps. We anticipate approximately 500 cyclists; 250 riders on the 30-mile course, 150 on the 62-mile course, and 100 on the 100-mile course.

Alzheimer's Association will have volunteers strategically placed along the route to assist with directions and to support the riders. All major intersections as well as traffic control for the start of the event, will be coordinated by our professional route director, Reuben Kline of Gran Fondo National Series. We are not requesting any road closures or police controlled intersections aside from the start of the route as riders take a left hand turn onto Route 1A South. If you feel there are safety concerns with any of the intersections on the course that would require police details please let us know. Please also provide any additional feedback or suggestions you might have.

Route Director, Reuben Kline will be in a lead vehicle on the course to verify all turns and intersections are visibly marked appropriately. There will also be four other support and gear vehicles on the course to assist cyclists. Event vehicles will visibly marked as such and are instructed to obey all traffic laws.

There will be five pit stops strategically placed along the route, all of which are located on privately owned properties. We have secured permission directly from these private institutions, and will be providing liability insurance certificates to them. *In towns with no pit stops, the copies of insurance binders covering riders as they pass through your town will be kept with support vehicles the day of the event, as well as at the Start/Finish line area and the Alzheimer's Association.*

We are concerned about the environment and the local communities in proximity to this event. In order to ensure low-negative impact on the environment, the route will be marked with reusable, high-visibility signage. When marking route directions on pavement, we always use a water soluble spray chalk that has a limited environmental and visual impact. With regard to the local communities, we are dedicated to building appreciation for cycling in the community and do all we can to minimize impact on local residence.

