

**CITY COUNCIL “HYBRID”**

**MEETING AGENDA v2**

**May 9, 2022**

**City Council Meeting 7:00 pm**

**LOCATION: City Council Chambers, City Hall**

**60 Pleasant Street, Newburyport**

Zoom details:

<https://us02web.zoom.us/j/81299990548>

Or One tap mobile:

US: +19292056099,81299990548#

Or Telephone US: +1 929 205 6099

Webinar ID: 812 9999 0548

- 1. MOMENT OF SILENCE**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. LATE FILE**

- APPL00077\_05\_09\_2022 Pride in the Port Saturday, June 11th 12-8pm Market St/Bullnose-Inn Street
- APPT00321\_05\_09\_2022 Charles Aloviseti 60 Bromfield St Conservation Comm. 6/1/2025
- ORDR00354\_05\_09\_2022 FY23 CPC Recommendations
- ORDR00355\_05\_09\_2022 Loan Order \$2,574,000 Bartlet Mall Improvements Project
- ORDR00356\_05\_09\_2022 Loan Order \$3,000,000 Market Landing Park Expansion Project

- 5. PUBLIC COMMENT**
- 6. MAYOR'S COMMENT**

**CONSENT AGENDA**

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

**7. APPROVAL OF MINUTES**

- April 21, 2022 (Approve)
- April 25, 2022 (Approve)

**8. COMMUNICATIONS**

- APPL00074\_05\_09\_2022 12th Annual GNOCA 5K Sunday, Sept. 25<sup>th</sup> 10am-1pm (PS)
- APPL00075\_05\_09\_2022 Hoedl-Bilinski Dinner Sat. Oct. 8th 6-9pm (Tent on 69th St 10/7-10/9) (PS)
- APPL00076\_05\_09\_2022 High St. Mile Sunday, Aug. 7th (YHC) 9-10am (PS)

**9. TRANSFERS**

- TRAN00125\_05\_09\_2022 Health Ins. Stabilization Fund \$60K to INS Health Ins. Premiums \$60K (B&F)
- TRAN00126\_05\_09\_2022 SUS Solid Waste \$50,000 to LGL City Solicitor \$50,000 (B&F)
- TRAN00127\_05\_09\_2022 Gen. Fund Free Cash \$222,166.68 to (B&F)  
Snow & Ice-Labor \$29,559.88 and Snow & Ice-Expenses \$192,606.80

## 10. APPOINTMENTS

- APPT00319\_05\_09\_2022 Jeevan Kowalski Asst. Harbormaster/Shellfish Constable/  
\*Re-appointment Special Police Officer 5/31/2025
- APPT00320\_05\_09\_2022 Brian Cutler Asst Harbormaster/Shellfish Constable/  
\*Re-appointment Special Police Officer 5/31/2025

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

### BUDGET & FINANCE

- TRAN00124\_04\_11\_2022 RRFA Sale of Municipal Buildings \$30K to  
NYS Center Schematic Design \$30K (COTW)
- ORDR00344\_04\_25\_2022 Harbormaster Truck Appropriation
- ORDR00346\_04\_25\_2022 Brown School Fund Establishment
- ORDR00347\_04\_25\_2022 Brown School Fund Appropriation
- ORDR00348\_04\_25\_2022 Brown School Loan Order

### GENERAL GOVERNMENT

- ORDR00319\_02\_14\_2022 Kelley School Funds Order (COTW)
- ORDR00340\_04\_11\_2022 Fair Share Resolution (COTW)
- COMM00402\_04\_11\_2022 12 Cushing Ave Paper St. Inquiry

### PLANNING & DEVELOPMENT

- ODNC00105\_02\_14\_2022 Zoning Amendment Business Park Uses (COTW)
- ODNC046\_01\_27\_2020 Zoning Amendment Short Term Rental Unit (STRU) (COTW)
- ORDR00330\_03\_28\_2022 License Agreement between City and Friends of Plum Island Light
- ORDR00341\_04\_11\_2022 Blue Wave Solar Pilot Negotiation

### PUBLIC SAFETY

- APPL00072\_04\_25\_2022 Block Party 8/4/25 (YHC) 6pm-10pm Temple St. b/w Federal & Lime
- APPL00073\_04\_25\_2022 Olive's Backyard Artisans Market 7/16/22 10am-3pm 341 High St.
- APPT00315\_04\_25\_2022 Chris Charos 10 82<sup>nd</sup> St. Harbor Comm. 5/1/2025
- APPT00318\_04\_25\_2022 Paul Hogg 4 Coltin Dr. Harbormaster 5/1/2025  
Sp. Police Officer
- ORDR00345\_04\_25\_2022 Intermunicipal Agreement by & between Salisbury North Jetty  
Dredging Project

## END OF CONSENT AGENDA

## REGULAR AGENDA

## 9. MAYOR'S UPDATE

## 10. FIRST READING APPOINTMENTS

- APPT00321\_05\_09\_2022 **Late File** Charles Aloviseti 60 Bromfield St Conservation Comm. 6/1/2025

## 11. COMMUNICATIONS

- APPL00077\_05\_09\_2022 **Late File** Pride in the Port Saturday, June 11th 12-8pm  
Market St/Bullnose-Inn Street

## 12. TRANSFERS

## 13. SECOND READING APPOINTMENTS

- APPT00313\_04\_25\_2022 Joe Carper 8 Fruit St. Cultural Council 4/29/2025

## 14. ORDERS

- ORDR00349\_05\_09\_2022 FY22 Revolving Fund Spending Limit Increase
- ORDR00350\_05\_09\_2022 FY2023 Budget Order
- ORDR00351\_05\_09\_2022 Loan Order \$750,000 Bulkhead Project
- ORDR00352\_05\_09\_2022 Licensed Contractor Robert Pike Construction, Inc.
- ORDR00353\_05\_09\_2022 Licensed Contractor Commonwealth and Consulting Co., Inc.
- ORDR00354\_05\_09\_2022 **Late File** FY23 CPC Recommendations
- ORDR00355\_05\_09\_2022 **Late File** Loan Order \$2,574,000 Bartlet Mall Improvements Project
- ORDR00356\_05\_09\_2022 **Late File** Loan Order \$3,000,000 Market Landing Park Expansion Project

## 15. ORDINANCES

- ODNC102\_11\_08\_2021 **2<sup>nd</sup> Reading** Ch. 17 Stormwater Management Revisions
- ODNC00110\_05\_09\_2022 Updating Departmental Revolving Funds
- ODNC00111\_05\_09\_2022 Amendment Net Zero Energy Public Projects

## 16. COMMITTEE ITEMS

### Ad Hoc Committee on Economic Development

#### *In Committee:*

### Ad Hoc Committee on Market Landing Park and COTW

#### *In Committee:*

### Budget & Finance

#### *In Committee:*

- TRAN00124 04 11 2022 RRFA Sale of Municipal Buildings \$30K to  
NYS Center Schematic Design \$30K (COTW)
- ORDR00344 04 25 2022 Harbormaster Truck Appropriation
- ORDR00346 04 25 2022 Brown School Fund Establishment
- ORDR00347 04 25 2022 Brown School Fund Appropriation
- ORDR00348 04 25 2022 Brown School Loan Order
- ORDR00336\_03\_28\_2022 ARPA Amesbury 250K
- ORDR00338\_04\_11\_2022 Capital Improvement Program FY2023-2027 (COTW)

### Education

#### *In Committee:*

### General Government

#### *In Committee:*

- ORDR00319 02 14 2022 Kelley School Funds Order (COTW)
- ORDR00340 04 11 2022 Fair Share Resolution (COTW)
- COMM00402 04 11 2022 12 Cushing Ave Paper St. Inquiry
- COMM00405\_04\_11\_2022 Mayor's Strategic Plan (COTW)
- ORDR00350\_05\_09\_2022 FY2023 Budget Order

## License & Permits

### *In Committee:*

- ODNC047\_01\_27\_2020 General Ordinance - Short Term Rental Units Rules
- COMM00385\_01\_31\_2022 STRU Fire Sprinkler Systems
- COMM00388\_01\_31\_2022 UPDATED STRU Fire Sprinkler Systems

## Neighborhoods & City Services

### *In Committee:*

- COMM299\_02\_08\_2021 Phillips Dr. Neighborhood Committee Ltr
- ODNC00103\_01\_10\_2022 Streets, Sidewalks, and Other Public Places Alterations & Maintenance
- COMM00406\_04\_11\_2022 Pioneer League Letter re: Pickleball

## Planning & Development

### *In Committee:*

- ODNC00105 02 14 2022 Zoning Amendment Business Park Uses (COTW)
- ODNC046 01 27 2020 Zoning Amendment Short Term Rental Unit (STRU) (COTW)
- ORDR00330 03 28 2022 License Agreement between City and Friends of Plum Island Light
- ORDR00341 04 11 2022 Blue Wave Solar Pilot Negotiation
- COMM00398\_03\_28\_2022 Memo DHCD MBTA Housing Choice Briefing (COTW)
- APPT00316\_04\_25\_2022 Stephen Moore 10 N. Atkinson St. Conservation Comm. 5/1/2025
- APPT00317\_04\_25\_2022 Lynn Schow 75 High St. ZBA 5/15/2023

## Public Safety

### *In Committee:*

- APPL00072 04 25 2022 Block Party 8/4/25 (YHC) 6pm-10pm Temple St. b/w Federal & Lime
- APPL00073 04 25 2022 Olive's Backyard Artisans Market 7/16/22 10am-3pm 341 High St.
- APPT00315 04 25 2022 Chris Charos 10 82<sup>nd</sup> St. Harbor Comm. 5/1/2025
- APPT00318 04 25 2022 Paul Hogg 4 Coltin Dr. Harbormaster 5/1/2025  
Sp. Police Officer
- ORDR00345 04 25 2022 Intermunicipal Agreement by & between Salisbury North Jetty  
Dredging Project
- COMM00396\_03\_14\_2022 Ltr. Stephen Comley
- COMM00390\_02\_28\_2022 Gregory Caplan Ltr-Low St./Bright Horizons access to Fuller Field

## Public Utilities

### *In Committee:*

- APPT00314\_04\_25\_2022 Daniel A. Simon 11 Jackson St. Water/Sewer Comm. 4/30/2024

## Rules

### *In Committee:*

- ORDR239\_02\_8\_2021 Council Rule 7 and 10B

## 17. GOOD OF THE ORDER

## 18. ADJOURNMENT



## **CONSENT AGENDA**

**CITY COUNCIL “HYBRID”**

**MEETING MINUTES**

**April 21, 2022**

**City Council Special Meeting 6:00 pm**

**LOCATION: City Council Chambers, City Hall**

**60 Pleasant Street, Newburyport**

Zoom details:

<https://us02web.zoom.us/j/81299990548>

Or One tap mobile:

US: +19292056099,81299990548#

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Webinar ID: 812 9999 0548

**1. PLEDGE OF ALLEGIANCE**

**2. CALL TO ORDER**

The City Council President Heather Shand called the special meeting to order at 6:00 pm and asked the City Clerk, Richard B. Jones, to call the roll. The following City Councillors answered present: Vogel, Wright, Zeid, Cameron, Donahue, Khan, McCauley, and Shand. 9 present. Councillor Lane joined remotely at 6:05pm. 10 present, 1 absent (CW).

**3. LATE FILE**

- APPL00071\_04\_25\_2022 Nourishing the North Shore Walk for Hunger 5/1/22 10am-12pm

Motion to waive the rules and accept the late file by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent (CW). Motion passes.

**4. PUBLIC COMMENT**

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Motion to move ORDR00343\_04\_21\_2022 to the next item on the agenda by Councillor Khan, seconded by Councillor Donahue. Roll call vote. 10 yes, 1 absent (CW). Motion passes. Motion to refer to Education by Councillor Khan, seconded by Councillor Preston. Roll call vote. 10 yes, 1 absent (CW). Motion passes.

**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

**5. COMMUNICATIONS**

- COMM00407\_04\_21\_2022 Stephen Jean Resubmission of Ltr re: NYS speaker (GG&COTW)  
Motion to table by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 4 yes (MW, SZ, BL, JM), 6 no, 1 absent (CW). Motion fails. Motion to refer to General Government and COTW by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 4 yes (SZ, BL, JM, HS), 6 no, 1 absent (CW). Motion fails. Motion to receive and file by Councillor Preston, seconded by Councillor Khan. Roll call vote. 6 yes, 4 no (MW, SZ, BL, JM), 1 absent (CW). Motion passes.

**END OF CONSENT AGENDA**

**REGULAR AGENDA**

**6. COMMUNICATIONS**

- APPL00071\_04\_25\_2022 Nourishing the North Shore Walk for Hunger 5/1/22 10am-12pm (PS)  
Motion to refer to Public Safety by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 10 yes, 1

absent (CW). Motion passes.

**7. ORDERS**

- ORDR00343\_04\_21\_2022 2022 SOI to MSBA

**8. PRESENTATION BY OFFICE OF PLANNING AND DEVELOPMENT**

- RE: New DHCS Guidelines requiring as-of-right multi-family zoning in MBTA communities.  
Presented by Andrew Port, Director of Planning

**9. ADJOURNMENT**

Motion to adjourn at 7:11 pm by Councillor Preston, seconded by Councillor Vogel. Roll call vote. 10 yes, 1 absent (CW). Motion passes.

**CITY COUNCIL “HYBRID”**

**MEETING MINUTES**

**April 25, 2022**

**City Council Meeting 7:00 pm**

**LOCATION: City Council Chambers, City Hall**

**60 Pleasant Street, Newburyport**

Zoom details:

<https://us02web.zoom.us/j/81299990548>

Or One tap mobile:

US: +19292056099,81299990548#

Or Telephone US: +1 929 205 6099

Webinar ID: 812 9999 0548

**1. MOMENT OF SILENCE**

Remembering Garry Hughes

**2. PLEDGE OF ALLEGIANCE**

**3. CALL TO ORDER**

The City Council President Heather Shand called the meeting to order at 7:00 pm and asked the City Clerk, Richard B. Jones, to call the roll. The following City Councillors answered present: Wallace, Wright, Zeid, Cameron, Donahue, Khan, Lane, McCauley, Preston, Vogel, and Shand. 11 present (BL remote).

**4. LATE FILE**

- ORDR00345\_04\_25\_2022 Intermunicipal Agreement by and between Salisbury North Jetty Dredging Project
- APPT00317\_04\_25\_2022 Lynn Schow 75 High St. ZBA 5/15/2023
- APPT00318\_04\_25\_2022 Paul Hogg 4 Coltin Dr. Harbormaster/Sp. Police Officer 5/01/2025
- COMM00409\_04\_25\_2022 EP
- COMM00409\_04\_25\_2022 Dept. of Housing & Community Dev. Ltr
- ORDR00346\_04\_25\_2022 Brown School Fund Establishment
- ORDR00347\_04\_25\_2022 Brown School Fund Appropriation
- ORDR00348\_04\_25\_2022 Brown School Loan Order

Motion to waive the rules and accept the late files by Councillor Zeid, seconded by Councillor Donahue. Roll call vote. 11 yes. Motion passes.

**5. PUBLIC COMMENT**

Jeff Trail	27 Jefferson Street
James Meinhart	27 ½ Jefferson Street
Carol Meinhart	27 ½ Jefferson Street
Charlie Tontar	29 Jefferson Street
Mary Sortal	8 Coffin Street

**6. MAYOR'S COMMENT**

**CONSENT AGENDA**

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**7. APPROVAL OF MINUTES**

- April 11, 2022

(Approve)

**8. COMMUNICATIONS**

- APPL00072\_04\_25\_2022 Block Party 8/4/25 (YHC) 6pm-10pm Temple St. b/w Federal & Lime (PS)
- APPL00073\_04\_25\_2022 Olive's Backyard Artisans Market 7/16/22 10am-3pm 341 High St. (PS)

- COMM00408\_04\_25\_2022 Retirement Board COLA Meeting Amended Public Hearing (R&F)

## 9. TRANSFERS

## 10. APPOINTMENTS

- APPT00313\_04\_25\_2022 Joe Carper 8 Fruit St. Cultural Council 4/29/2025
- APPT00314\_04\_25\_2022 Daniel A. Simon 11 Jackson St. Water/Sewer Comm. 4/30/2024 (PU)
- APPT00315\_04\_25\_2022 Chris Charos 10 82<sup>nd</sup> St. Harbor Comm. 5/1/2025 (PD)  
Councillor McCauley requested that APPT00315 be referred to Public Safety.
- **Re-Appointment:**
- APPT00316\_04\_25\_2022 Stephen Moore 10 N. Atkinson St. Conservation Comm. 5/1/2025 (PD)  
Councillor McCauley requested that APPT00315 be referred to Public Safety.

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

### BUDGET & FINANCE

- ORDR00334\_03\_28\_2022 ARPA Sea Wall Joppa Park 100K
- TRAN00123\_04\_11\_2022 Fire-Foam & Equip \$2000, Fire-New Hose Fit \$3,000, and  
Fire-Protective Clothing \$3,100 to Fire-Software \$8,100
- COMM00403\_04\_11\_2022 Annual Audit of City's FY2021 Financial Statements
- ORDR00342\_04\_11\_2022 CPC-FY22-Supplementary Bartlet Mall-Historic Restoration  
Walkway Improvements

### GENERAL GOVERNMENT

- COMM00404\_04\_11\_2022 KP Law Opinion RE: Property Disposition & Votes

### NEIGHBORHOOD & CITY SERVICES

- ODNC102\_11\_08\_2021 Ch. 17 Stormwater Management Revisions

### PLANNING & DEVELOPMENT

- COMM00382\_01\_31\_2022 Update from Global re 107 State Street
- APPT00305\_03\_14\_2022 Dan Mello 2 B Fulton St. Waterfront Trust 3/31/2027

### PUBLIC SAFETY

- APPL00068\_04\_11\_2022 Flag Day 5K June 11<sup>th</sup> 4-8 pm
- APPL00069\_04\_11\_2022 Newburyport Pioneer League Tag Day May 7th 9am-1pm
- APPL00070\_04\_11\_2022 Spring Fest Chamber of Commerce May 14<sup>th</sup>-15<sup>th</sup> 10am-8pm
- ORDR00339\_04\_11\_2022 Authorizing Agreement between City and Daily News re Lot

### END OF CONSENT AGENDA

Motion to approve the Consent Agenda as amended by Councillor Zeid, seconded by Councillor Donahue. Roll call vote. 11 yes. Motion passes.

### REGULAR AGENDA

## 9. PRESENTATION - CAPITAL FACILITIES MASTER PLAN

Presented by Kim Turner

## 10. MAYOR'S UPDATE

Motion to receive and file by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

## 11. FIRST READING APPOINTMENTS

- APPT00317\_04\_25\_2022 **LATE FILE** Lynn Schow 75 High St. ZBA 5/15/2023  
Motion to refer to Planning and Development by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.

- APPT00318\_04\_25\_2022 **LATE FILE** Paul Hogg 4 Coltin Dr. Harbormaster 5/1/2025  
Sp. Police Officer

Motion to refer to Public Safety by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.

## 12. COMMUNICATIONS

- COMM00409\_04\_25\_2022 **LATE FILE** Dept. of Housing & Community Dev. Ltr

- COMM00409\_04\_25\_2022 EP

Motion to Collective approve by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.

## 13. TRANSFERS

## 14. SECOND READING APPOINTMENTS

- APPT00308\_04\_11\_2022 Marci Neville 16 Morin Rd. Council on Aging 4/29/2027
- APPT00309\_04\_11\_2022 Jeanette Isabella 100 Water St. Emma Andrews Lib. Comm. 4/29/2023
- APPT00310\_04\_11\_2022 Rebecca Regnet 25 Barton St. Trust Fund Comm. 4/15/2025
- APPT00311\_04\_11\_2022 Nicole Whalen 12 Lafayette St. Parks Comm. 4/29/2027
- APPT00312\_04\_11\_2022 George Aranea 19 Essex St. Cultural Council 4/29/2025

Motion to collectively approve by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

## 15. ORDERS

- ORDR00344\_04\_25\_2022 Harbormaster Truck Appropriation

Motion to refer to Budget & Finance by Councillor Zeid, seconded by Councillor McCauley. Roll call Vote. 11 yes. Motion passes.

- ORDR00345\_04\_25\_2022 **LATE FILE** Intermunicipal Agreement by and between Salisbury  
North Jetty Dredging Project

Motion to refer to Public Safety by Councillor Zeid, seconded by Councillor McCauley. Roll call Vote. 11 yes. Motion passes.

- ORDR00346\_04\_25\_2022 **LATE FILE** Brown School Fund Establishment

- ORDR00347\_04\_25\_2022 **LATE FILE** Brown School Fund Appropriation

- ORDR00348\_04\_25\_2022 **LATE FILE** Brown School Loan Order

Motion to refer to Budget & Finance and COTW by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.

## 16. ORDINANCES

- ODNC00109\_03\_14\_2022 **2<sup>nd</sup> Reading** Amendment to Sidewalks Specifying Sidewalk Materials

Motion to approve on second reading by Councillor Zeid, seconded by Councillor Donahue. Roll call vote. 9 yes, 2 no (AK, CP). Motion passes.

## 17. COMMITTEE ITEMS

**Ad Hoc Committee on Economic Development**

*In Committee:*

## **Ad Hoc Committee on Market Landing Park and COTW**

### ***In Committee:***

## **Budget & Finance**

### ***In Committee:***

- **ORDR00334 03 28 2022 ARPA Sea Wall Joppa Park 100K**

Councillor Zeid recused. Motion to approve by Councillor Khan, seconded by Councillor Cameron. Roll call vote. 9 yes, 1 no (JD), 1 recused (SZ). Motion passes.

- **TRAN00123 04 11 2022 Fire-Foam & Equip \$2000, Fire-New Hose Fit \$3,000, and Fire-Protective Clothing \$3,100 to Fire-Software \$8,100**

Motion to approve by Councillor Zeid, seconded by Councillor McCauley Roll call vote. 11 yes. Motion passes.

- **COMM00403 04 11 2022 Annual Audit of City's FY2021 Financial Statements**

Motion to approve by Councillor Zeid, seconded by Councillor Vogel. Roll call vote. 11 yes. Motion passes.

- **ORDR00342 04 11 2022 CPC-FY22-Supplementary Bartlet Mall-Historic Restoration Walkway Improvements**

Motion to approve by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

- ORDR00336\_03\_28\_2022 ARPA Amesbury 250K
- TRAN00124\_04\_11\_2022 RRFA Sale of Municipal Buildings \$30K to  
NYS Center Schematic Design \$30K (COTW)
- ORDR00338\_04\_11\_2022 Capital Improvement Program FY2023-2027 (COTW)

## **Education**

### ***In Committee:***

- **ORDR00343 04 21 2022 2022 SOI to MSBA**

Motion to remove and approve by Councillor Khan, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.

## **General Government**

### ***In Committee:***

- **COMM00404 04 11 2022 KP Law Opinion RE: Property Disposition & Votes**

Motion to receive and file by Councillor Shand, seconded by Councillor Preston. Roll call vote 10 yes, 1 no (JM). Motion passes.

- **ORDR00319 02 14 2022 Kelley School Funds Order**

Motion to remove, and refer back to General Government and COTW by Councillor Shand, seconded by Councillor Zeid. Roll call vote. 11 yes. Motion passes.

- COMM00402\_04\_11\_2022 12 Cushing Ave Paper St. Inquiry
- COMM00405\_04\_11\_2022 Mayor's Strategic Plan (COTW)
- ORDR00340\_04\_11\_2022 Fair Share Resolution (COTW)

## **License & Permits**

### ***In Committee:***

- ODNC047\_01\_27\_2020 General Ordinance - Short Term Rental Units Rules
- COMM00385\_01\_31\_2022 STRU Fire Sprinkler Systems
- COMM00388\_01\_31\_2022 UPDATED STRU Fire Sprinkler Systems

## **Neighborhoods & City Services**

### ***In Committee:***

- **ODNC102 11 08 2021 Ch. 17 Stormwater Management Revisions**

Motion to approve on first reading by Councillor Wallace, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.

- COMM299\_02\_08\_2021 Phillips Dr. Neighborhood Committee Ltr
- ODNC00103\_01\_10\_2022 Streets, Sidewalks, and Other Public Places Alterations & Maintenance
- COMM00406\_04\_11\_2022 Pioneer League Letter re: Pickleball

## Planning & Development

### *In Committee:*

- **COMM00382 01 31 2022 Update from Global re 107 State Street**

Motion to receive and file by Councillor Cameron, seconded by Councillor Preston. Roll call vote. 11 yes. Motion passes.

- **APPT00305 03 14 2022 Dan Mello 2 B Fulton St. Waterfront Trust 3/31/2027**

Motion to approve by Councillor Cameron, seconded by Councillor Vogel. Roll call vote. 11 yes. Motion passes.

- ODNC00105\_02\_14\_2022 Zoning Amendment Business Park Uses (COTW)
- ODNC046\_01\_27\_2020 Zoning Amendment Short Term Rental Unit (STRU) (COTW)
- COMM00398\_03\_28\_2022 Memo DHCD MBTA Housing Choice Briefing (COTW)
- ORDR00330\_03\_28\_2022 License Agreement between City and Friends of Plum Island Light
- ORDR00341\_04\_11\_2022 Blue Wave Solar Pilot Negotiation

## Public Safety

### *In Committee:*

- **APPL00068 04 11 2022 Flag Day 5K June 11<sup>th</sup> 4-8 pm**
- **APPL00069 04 11 2022 Newburyport Pioneer League Tag Day May 7th 9am-1pm**
- **APPL00070 04 11 2022 Spring Fest Chamber of Commerce May 14<sup>th</sup>-15<sup>th</sup> 10am-8pm**
- **APPL00071 04 25 2022 Nourishing the North Shore Walk for Hunger 5/1/22 10am-12pm**

Motion to remove APPL00071 and collectively approve with APPL00068, APPL00069, and APPL00070 by Councillor McCauley, seconded by Councillor Cameron. Roll call vote 11 yes. Motion passes.

- **ORDR00339 04 11 2022 Authorizing Agreement between City and Daily News re Lot**

Motion to approve by Councillor McCauley, seconded by Councillor Wright. Roll call vote. 10 yes, 1 no (SZ). Motion passes.

- COMM00396\_03\_14\_2022 Ltr. Stephen Comley
- COMM00390\_02\_28\_2022 Gregory Caplan Ltr-Low St./Bright Horizons access to Fuller Field

## Public Utilities

### *In Committee:*

## Rules

### *In Committee:*

- ORDR239\_02\_8\_2021 Council Rule 7 and 10B

## 18. GOOD OF THE ORDER

Council President Shand noted that there would be an open house on May 15 at Congregation Ahavas Achim.

19. EXECUTIVE SESSION – Pursuant to G.L.c.30A, s.21 et al Exemption #6 of the Open Meeting Law this discussion will relate to the purchase, exchange, lease of value of real property if the chair declared that an open meeting may have a detrimental effect on the negotiating position of the public body. The locus is Coffin Street. Council President Shand asked the Clerk to read the notice. Council President Shand declared that an open meeting may have a detrimental effect on the negotiating position of the public body. Council President Shand announced that the meeting would not be coming back into a public session. Councillor Wright recused himself. Motion to go into Executive Session for the stated purpose by Councillor Khan, seconded by Councillor Donahue. Roll call vote. 8 yes, 1 no (BV), 1 recused (MW), 1 absent (BL). Motion passes.

## 20. ADJOURNMENT



## **COMMUNICATIONS**

## NEWBURYPORT SPECIAL EVENT APPLICATION

City Clerk's Office  
NEWBURYPORT, MA  
Tel. Fax.

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

- NAME OF EVENT: 12<sup>th</sup> Annual GNOCA 5k Walk/Run in honor of Paula Holm + Jackie Poor
- Date: Sunday Sept 25<sup>th</sup> Time: from 10 am to 1 pm
- Rain Date: N/A Time: from \_\_\_\_\_ to \_\_\_\_\_
2. Location: Michael's Harborside, 1 Tournament Wharf
3. Description of Property: Restaurant Public \_\_\_\_\_ Private \_\_\_\_\_
4. Name of Organizer: GNOCA City Sponsored Event: Yes \_\_\_\_\_ No ☒
- Contact Person Deb Green
- Address: 6, Market Street NBPT Telephone: 978 225 6700
- E-Mail: greetingsbydesignnewburyport@gmail.com Cell Phone: \_\_\_\_\_
- Day of Event Contact & Phone: 978 225 6700
5. Number of Attendees Expected: 50-100 runners 50+ walkers
6. MA Tax Number: \_\_\_\_\_
7. Is the Event Being Advertised? yes Where? posters around town
8. What Age Group is the Event Targeted to? 18+
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? 4
- b) How many recycling receptacles will you be providing? 1
- c) Will you be contracting for disposal of : **Trash** Yes \_\_\_\_\_ No ☒ **Recycling** Yes ☒ No ☒
- i. If yes, size of dumpster(s): **Trash** \_\_\_\_\_ **Recycling** \_\_\_\_\_
- ii. Name of disposal company: **Trash** \_\_\_\_\_ **Recycling** \_\_\_\_\_
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes ☒ No \_\_\_\_\_
- iv. If no, where will the trash & recycling be disposed ? \_\_\_\_\_

**If no:**

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

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

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

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

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

# FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE \_\_\_\_\_

ROAD RACE ☒

WALKATHON \_\_\_\_\_

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

Greater Newburyport Ovarian Cancer Awareness (GNOCA).

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

Greetings by Design, 6 Market Street, Newburyport 01950

978 6-225-6700

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

4. Date of Event: Sept 25<sup>th</sup> Expected Number of Participants: 100 +

5. Start Time: 10 am Expected End Time: 1 pm

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

Merrimac, Jefferson, High, Kent, Washington, Rail Trail

- see attached map.

Walkers will follow route downtown - see map.

7. Locations of Water Stops (if any): Jefferson - midway - left side

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

9. Formation Location & Time for Participants: Michael's Harborside 10am

10. Dismissal Location & Time for Participants: Michael's Harborside by 1pm

11. Additional Parade Information:

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

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

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

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



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

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

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

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

### Limitations

- (a) "Procedure" All road racing, walkathon, bicycle, or swimming events shall, through that event's organizer, board of directors, charity foundation or designee apply for authorization to hold the event through the Office of the City Clerk. The City Clerk upon review of the completed form will place the application on the regular City Council agenda. Upon following the procedures of the Council, as deemed appropriated in the sole judgment of the Council, the application will be considered approved if the Council votes favorably by majority. The event will name one person responsible on the application and shall provide contact information to include name, address and telephone number.
- (b) "Exemptions" Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.
- (c) "Course map", All applications shall be accompanied by a course map showing the event route, water stops, refreshment stops, and so-called "porta-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by Police, Fire, Department of Public Services, Parks Commission and Harbormasters Departments prior to submission to the City Clerk.
- (d) "Electronic Amplifier" Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 A.M. except for Sundays when electronic amplifiers, loud speakers or bullhorns will be used for public address announcements or music before 9:00 AM. This shall be deemed a requirement for all permitted events regardless of type or location.

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

### 13-101 Enforcement

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

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

Signed:  Date: <sup>DG</sup> ~~June~~ March 21, 2020

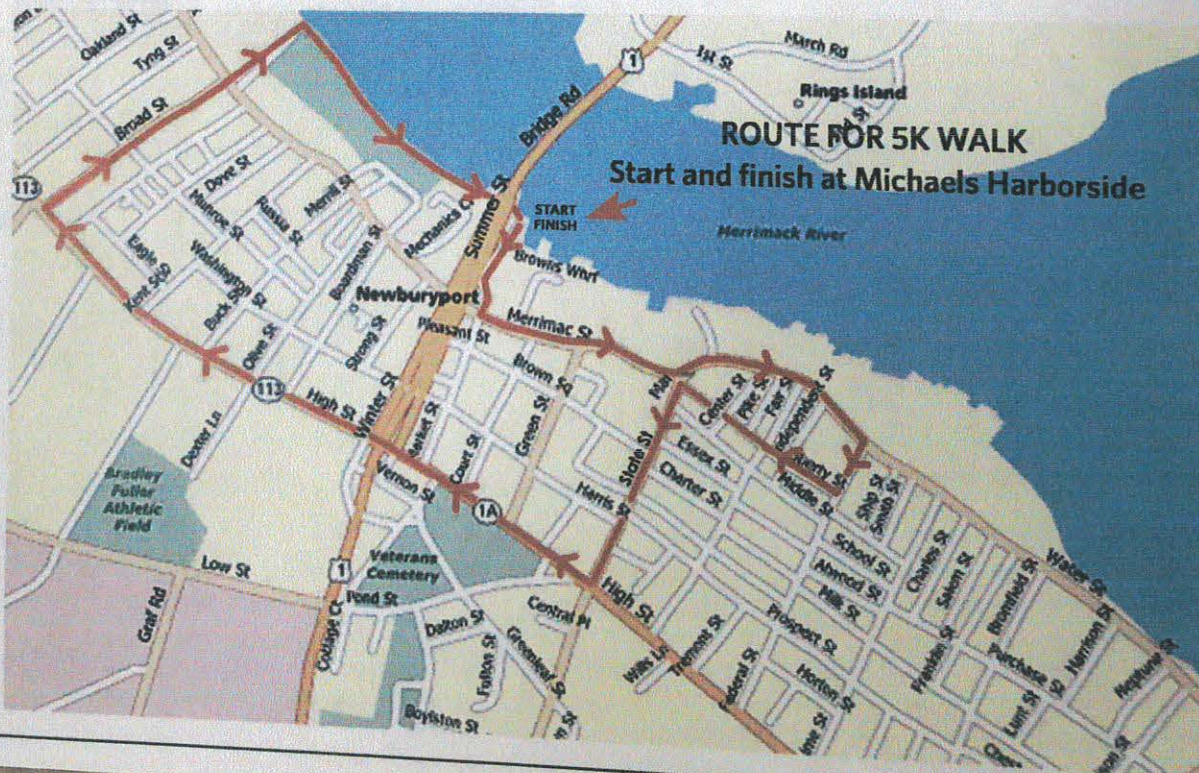


# ROUTE - RUN/WALK

## RUN



## WALK

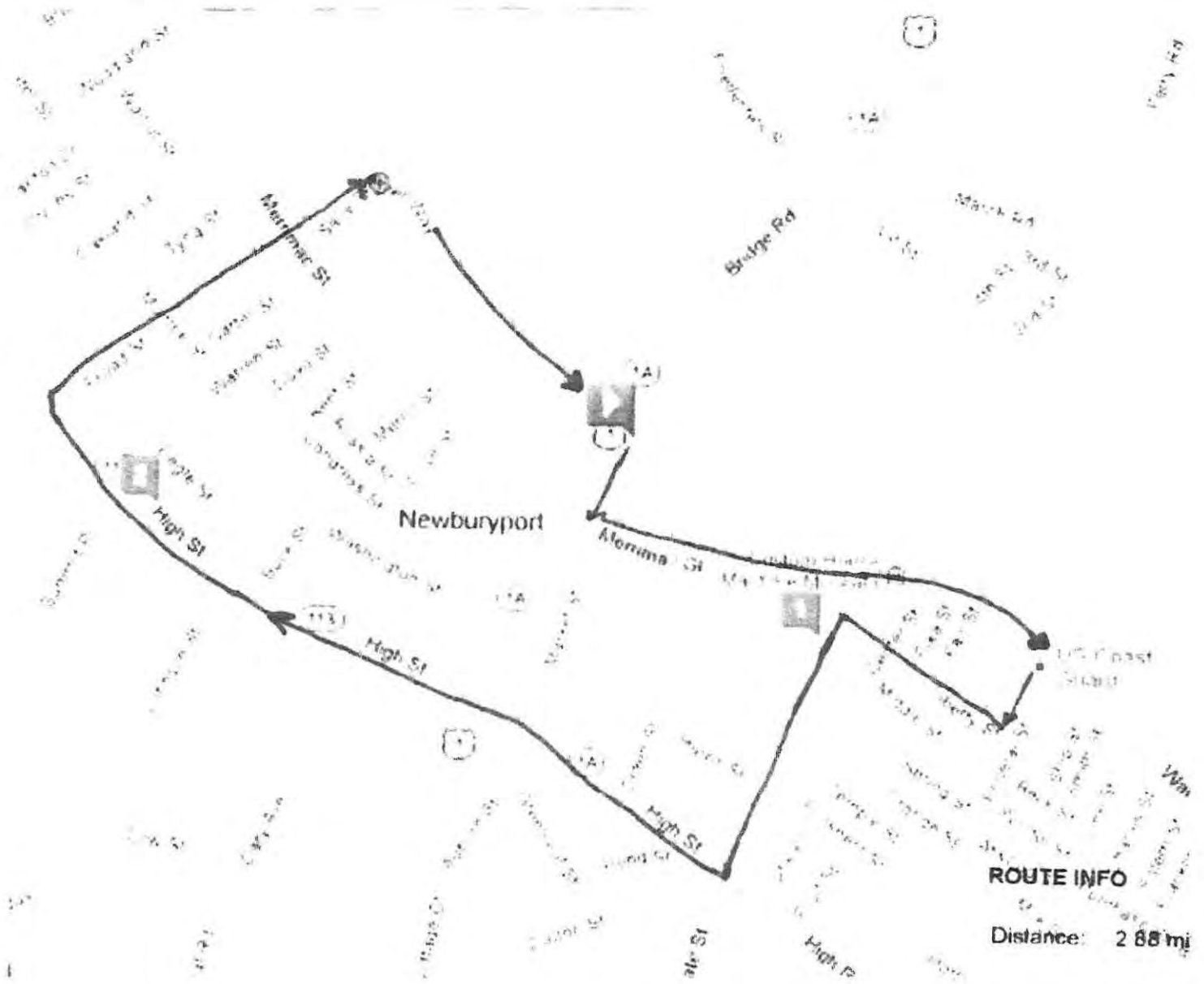




# 5k Walk Route

## Directions for walk

- Turn left onto Merrimac St Right
- on Federal St
- Right on Liberty St to State St
- Turn left on State St
- Right on High St
- Right on Broad
- Cross Merrimac St to Cashman Park
- Continue along Rail Trail
- Ending at Michael's Harborside





March 30, 2022

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

Dear Members of the Newburyport City Council,

I am writing to ask your permission to hold the 12th Annual GNOCA 5K Run/Walk, in honor of Jackie Poor and Paula Holm, on Sunday, September 25, 2022 from 10:00 am – 1pm.

The Greater Newburyport Ovarian Cancer Awareness (GNOCA) was founded by Deb Green and Elaine Carroll, Newburyport businesswoman and resident. We raise money for Ovarians for the Cure, a non-profit organization, located in Natick. Ovarians for the Cure is devoted to educating the public on the signs and symptoms of ovarian cancer. Ovarian cancer is a particularly devastating cancer for women. It has a nearly 50% mortality rate because the symptoms often go unnoticed until it is in its later stages. GNOCA holds events from June through September, which is National Ovarian Cancer Awareness month.

I have included the 5K run route used last year. The 3.1 mile route begins and ends at Michael's Harborside Restaurant, 1 Tournament Wharf, who will also be providing the parking. It then travels along Merrimac to Jefferson, onto High, then Kent, onto Washington and follows the Rail Trail, finishing at Michael's Harborside. Please see the attached map. As in the past, we will hire a police detail for traffic control and runner safety.

If acceptable we would like to have the walkers follow a different route than the runners. The walker's route begins and ends at Michael's Harborside (same as runners). The walkers turn left onto Merrimac St., right onto Federal St., right onto Liberty St., onto State Street, right onto High St., right onto Broad Street cross Merrimac Street to Cashman Park. Walkers Continue along the Rail Trail ending at Michael's Harborside. Please see the enclosed map.

We prefer this route for walkers as it is more interesting and exposes the walkers to the Farmer's Market at the Tannery and downtown merchants.

Thank you so much for your support in previous years. I look forward to working with the council. If you have any questions or concerns, please feel free to contact me at 978-225 6700 or by email at [greetingbydesignnewburyport@gmail.com](mailto:greetingbydesignnewburyport@gmail.com)

Sincerely,

Deb Green



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2022

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

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

<b>PRODUCER</b> Brown & Brown of Massachusetts, LLC 980 Washington Street Suite 325 Dedham MA 02026	<b>CONTACT NAME:</b> Margaret Herlihy <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> Margaret.Herlihy@bbrown.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>INSURER B:</b> Travelers Property Casualty Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX (A/C, No):</b> <b>NAIC #</b> 18058 36161
<b>INSURED</b> Ovations for the Cure Inc 79 Main Street Suite 202 Framingham MA 01702		

**COVERAGES** **CERTIFICATE NUMBER:** 21-22 Master **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	Y		PHPK2303428	08/07/2021	08/07/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							Rented To You Limit (Any \$ 100,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY						\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	UB-3J988022-21	08/07/2021	08/07/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

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

Event-Newburyport Ryder-September 25, 2022—The City of Newburyport is added as Additional Insured for the above referenced event in regards to the General Liability

**CERTIFICATE HOLDER****CANCELLATION**

City of Newburyport  
60 Pleasant Street

Newburyport

MA 01950

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

AUTHORIZED REPRESENTATIVE

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## NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

Tel.

Fax.

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

2022 MAR -9 AM 10:59

NAME OF EVENT: Hoedl-Bilinski DinnerDate: Saturday, October 8, 2022 Time: from 6:00pm to 9:00pmRain Date: n/a Time: from \_\_\_\_\_ to \_\_\_\_\_2. Location\*: Private Residence, 18 69th Street, Newburyport, MA

\*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Home Public \_\_\_\_\_ Private Y4. Name of Organizer: Ashley Elaine Events, LLC City Sponsored Event: Yes \_\_\_\_\_ No Y

Contact Person

Address: 196 Crane Neck Street, W. Newbury Telephone: 978-939-9128E-Mail: ashley@ashleyelaineevents.co (not .com) Cell Phone: \_\_\_\_\_Day of Event Contact & Phone: Ashley Saffer, 978-939-91285. Number of Attendees Expected: 356. MA Tax Number: Tax id 81-44688947. Is the Event Being Advertised? No, private Where? \_\_\_\_\_8. What Age Group is the Event Targeted to? n/a9. Have You Notified Neighborhood Groups or Abutters? Yes Y No \_\_\_\_\_, Who? \_\_\_\_\_

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

A. Vending: Food Private caterer, nothing will be sold Beverages \_\_\_\_\_ Alcohol \_\_\_\_\_ Goods \_\_\_\_\_ Total # of Vendors \_\_\_\_\_B. Entertainment: (Subject to City's Noise Ordinance.) Live Music \_\_\_\_\_ DJ \_\_\_\_\_ Radio/CD YPerformers \_\_\_\_\_ Dancing \_\_\_\_\_ Amplified Sound \_\_\_\_\_ Stage \_\_\_\_\_ bluetooth speaker

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 Y No \_\_\_\_\_

If yes: **Caterer & residents will handle all trash disposal**

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

If no:

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

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

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

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

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

## FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE \_\_\_\_\_

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

WALKATHON \_\_\_\_\_

Private Event Y

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

Chelsea Hoedl & Dave Bilinski - homeowners

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

Ashley Saffer, Ashley Elaine Events - 978-939-9128 -ashley@ashleyelaineevents.co

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

Chelsea Hoedl - 248-425-1465 - choedl@launchsquad.com

4. Date of Event: Saturday, October 8, 2022 Expected Number of Participants: 35

5. Start Time: 6:00pm 10/8, tent installation on 10/7 Expected End Time: 9:00pm 10/8, tent strike on 10/9

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

18 69th Street ; attached screenshot of portion of road to be closed

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: \_\_\_\_\_

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

11. Additional Parade Information:

• Number of Floats: \_\_\_\_\_

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

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

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

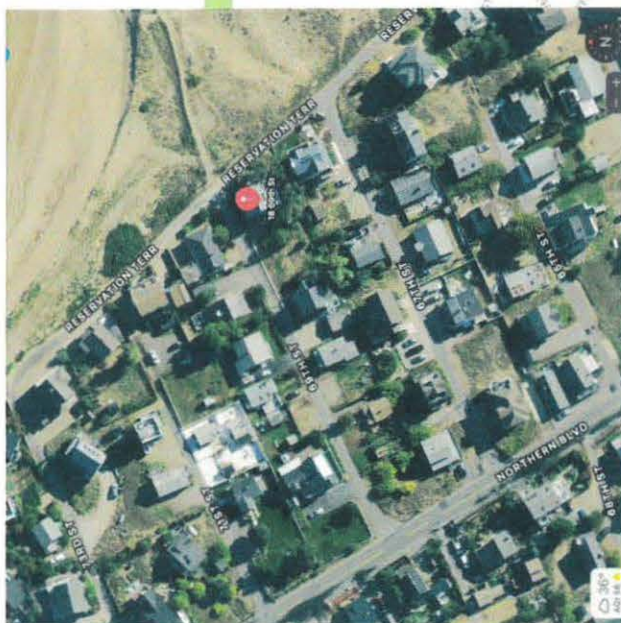
### APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY.

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

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

Updated March 14, 2019





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

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

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

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**(e) Enforcement.**

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

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

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

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

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

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

Signed: C. J. Hurler

Date: 2.7.22



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2022

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

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

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> (888) 202-3007	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> contact@hiscox.com		
<b>INSURED</b> Ashley Elaine Events, LLC 215 S Broadway #362 Salem, NH 03079	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Hiscox Insurance Company Inc		10200
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	P100.231.002.1	11/29/2021	11/29/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	OTHER:					\$
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE 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

# NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

(For Parades, Road Races and Walkathons Only) **APR 29 AM 11:31** Please complete page 3 of this application

- NAME OF EVENT: High Street Mile  
8/7/2022 (or the same day as yankee  
 Date: homecoming parade) Time: from 9 to 10  
 Rain Date: NA Time: from \_\_\_\_\_ to \_\_\_\_\_
2. Location: High St, Newburyport by Atkinson Common
3. Description of Property: Road Public ☒ Private \_\_\_\_\_
4. Name of Organizer: Winner's Circle Running Club City Sponsored Event: Yes \_\_\_\_\_ No ☒  
 Contact Person Aileen Smolski  
 Address: 160 Whitehall Rd, Amesbury MA Telephone: 413-221-7606  
 E-Mail: aileensmolski@gmail.com Cell Phone: \_\_\_\_\_  
 Day of Event Contact & Phone: Sames as above
5. Number of Attendees Expected: approximately 500
6. MA Tax Number: 04-2767835
7. Is the Event Being Advertised? Yes Where? Businesses, social media, email
8. What Age Group is the Event Targeted to? All
9. Have You Notified Neighborhood Groups or Abutters? Yes \_\_\_\_\_ No ☒ Who? \_\_\_\_\_

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

- A. Vending: Food snacks Beverages water Alcohol ☒ Goods \_\_\_\_\_ Total # of Vendors \_\_\_\_\_
- B. Entertainment: (Subject to City's Noise Ordinance.) Live Music \_\_\_\_\_ DJ ☒ Radio/CD \_\_\_\_\_  
 Performers \_\_\_\_\_ Dancing \_\_\_\_\_ Amplified Sound ☒ Stage \_\_\_\_\_
- C. Games /Rides: Adult Rides \_\_\_\_\_ Kiddie Rides \_\_\_\_\_ Games \_\_\_\_\_ Raffle \_\_\_\_\_  
 Other \_\_\_\_\_ Total # \_\_\_\_\_  
 Name of Carnival Operator: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_
- D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).
- Will you be conducting the clean-up for this event? Yes ☒ No \_\_\_\_\_

**If yes:**

- a) How many trash receptacles will you be providing? 3
- b) How many recycling receptacles will you be providing? 1
- 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)

# 3 Standard # 1 ADA accessible

Name of company providing the portable toilets: TBD



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

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

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

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

### Limitations

- (a) *"Procedure"* All road racing, walkathon, bicycle, or swimming events shall, through that event's organizer, board of directors, charity foundation or designee apply for authorization to hold the event through the Office of the City Clerk. The City Clerk upon review of the completed form will place the application on the regular City Council agenda. Upon following the procedures of the Council, as deemed appropriated in the sole judgment of the Council, the application will be considered approved if the Council votes favorably by majority. The event will name one person responsible on the application and shall provide contact information to include name, address and telephone number.
- (b) *"Exemptions"* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.
- (c) *"Course map"*. All applications shall be accompanied by a course map showing the event route, water stops, refreshment stops, and so-called "porta-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by Police, Fire, Department of Public Services, Parks Commission and Harbormasters Departments prior to submission to the City Clerk.
- (d) *"Electronic Amplifier"* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 A.M. except for Sundays when electronic amplifiers, loud speakers or bullhorns will be used for public address announcements or music before 9:00 AM. This shall be deemed a requirement for all permitted events regardless of type or location.

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

### **13-101 Enforcement**

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

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

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

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE \_\_\_\_\_

ROAD RACE   X  

WALKATHON \_\_\_\_\_

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

Winner's Circle Running Club

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

Traci Michel/ 88 Monroe St, Amesbury MA / 774-242-2949

Aileen Smolski/ 160 Whitehall Rd, Amesbury MA/ 413-221-7606

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up Race Organizers (see above)

4. Date of Event: 8/7/2022 or same day as YH parade Expected Number of Participants: 500

5. Start Time: 9 Expected End Time: 10

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

High Street, 1 mile race starting at Atkinson Common

7. Locations of Water Stops (if any): End of Race

8. Will Detours for Motor Vehicles Be Required? Yes If so, where? High St/Moseley Ave, Newburyport HS

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

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

11. Additional Parade Information:

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

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

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

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

# High Street Mile Newburyport, Massachusetts

USATF Certificate MA180069BK  
Effective July 17, 2018 to December 31, 2028



Start, Finish & 1/4, 1/2, 3/4 miles marked with a single P-K Nail & a spot of Yellow Paint

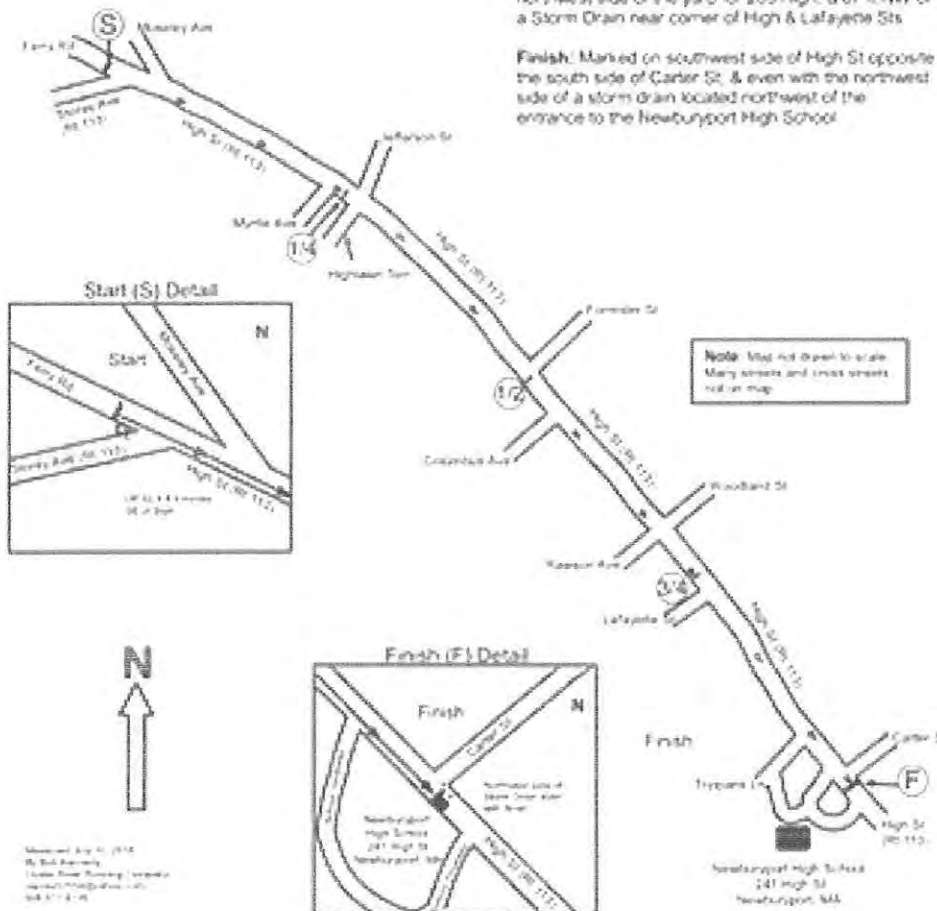
**Start:** On southwest side of Ferry Rd 4 ft 9 inches WNW of UP 62 at the intersection of Ferry and Storey Ave.

**Mile 1/4:** On southwest side of High St 45 ft WNW of Storm Drain near corner of High/Lawn Terr and High St.

**Mile 1/2:** On southwest side of High St in driveway for 295 High, & 9 ft 2 inches NW of UP 91-90 on same side.

**Mile 3/4:** On southwest side of High St need to the northwest side of the yard for 265 High, & 67 ft NW of a Storm Drain near corner of High & Lafayette Sts.

**Finish:** Marked on southwest side of High St opposite the south side of Carter St, & even with the northwest side of a storm drain located northwest of the entrance to the Newburyport High School.



Download July 17, 2018  
By: Bill Fawcett  
Course Name: Running / Walking  
Certificate: MA180069BK-112  
104 371-2-46





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2022

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

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

<b>PRODUCER</b> Insurance Management Group 12730 Coldwater Road, Suite 103 Fort Wayne IN 46845		<b>CONTACT</b> NAME: Margaret Mayers PHONE: (765) 338-2026 FAX: (765) 338-0781 E-MAIL: mmayers@insmgt.com ADDRESS:	
<b>INSURED</b> Road Runners Club of America/2022 and Its Member Clubs 1501 Langston Boulevard, Suite 140 Arlington VA 22209		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2022 \$1M A.I. 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participants \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Per Event Basis		KRQ0000008971200	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		KRQ0000008971200	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETARY/INTELLLECTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)		BA300000031850400	12/31/2021	12/31/2022	Excess Medical \$10,000 AD & Specific Loss \$2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 08/07/22 High Street Mile INSURED RRCA CLUB/EVENT MEMBER. Winners Circle Running Club ATTN: Amanda Burnham, 211 Elm St., Newburyport Massachusetts 01950 Processed by RMV

<b>CERTIFICATE HOLDER</b> 08/07/22 City Of Newburyport TO PRESENT IN: Newburyport MA 01950	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Larry R. Miller</i>
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## **TRANSFERS**



# CITY OF NEWBURYPORT FY 2022

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

## TRANSFER/APPROPRIATION REQUEST

2022 MAY - 8 PM 2:10

**Department:** Finance Department

**Submitted by:** Ethan Manning, Finance Director

**Date Submitted:** 5/9/2022

**Transfer From:**

Account Name:	Health Insurance Stabilization Fund	Balance:	\$ 439,675.00
Account Number:	8264-59600	Category:	\$ -
Amount:	\$60,000.00	Trans I/O:	\$ -

**Why Funds Are Available:**

The City established a Health Insurance Stabilization Trust Fund as part of the FY2022 budget due to the one month "premium holiday" that was provided by the City's insurance provider.

**Transfer To:**

Account Name:	INS Health Insurance Premiums	Balance:	\$ 1,574,573.01
Account Number:	01914001-51700	Category:	\$ 1,675,051.43
Amount:	\$60,000.00	Trans I/O:	\$ -

**Why Funds Are Needed:**

The FY2022 budget projection assumed a full one month "premium holiday." However, the holiday only applied to active employees, therefore the City did still have to pay premiums on the plans for retirees, which was not budgeted. An additional \$60,000 is needed to pay remaining health insurance costs through year-end (May and June invoicing).

Sean R. Reardon, Mayor:

\_\_\_\_\_

Date: 5/3/2022

Ethan R. Manning, Auditor:

\_\_\_\_\_

Date: 5/3/22

City Council Action:



# CITY OF NEWBURYPORT FY 2022

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

## TRANSFER/APPROPRIATION REQUEST

PM 2:10

**Department:** Mayor's Office

**Submitted by:** Sean R. Reardon, Mayor

**Date Submitted:** 5/9/2022

**Transfer From:**

Account Name:	SUS Solid Waste	Balance:	\$ 543,526.10
Account Number:	01519002-52905	Category:	\$ 544,135.18
Amount:	\$50,000.00	Trans I/O:	\$ -

**Why Funds Are Available:**

A contingency was budgeted in the FY2022 solid waste line item to cover fluctuations in market pricing. Due to favorable pricing, a surplus is anticipated at year-end.

**Transfer To:**

Account Name:	LGL City Solicitor	Balance:	\$ 97,850.77
Account Number:	01914001-51700	Category:	\$ -
Amount:	\$50,000.00	Trans I/O:	\$ -

**Why Funds Are Needed:**

The City Solicitor line item was underbudgeted for FY2022. Total costs for this fiscal year are projected at or below \$150,000, which includes the payment of one prior year bill for \$11,420 that was previously approved for payment by the City Council.

Sean R. Reardon, Mayor:

Date: 5/3/2022.

Ethan R. Manning, Auditor:

Date: 5/3/22

City Council Action:





# CITY OF NEWBURYPORT FY 2022

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

## TRANSFER/APPROPRIATION REQUEST

COLLECTED PH 2:09

**Department:** Mayor's Office

**Submitted by:** Sean R. Reardon, Mayor

**Date Submitted:** 5/9/2022

**Transfer From:**

Account Name:	General Fund - Free Cash	Balance:	\$ 1,516,007.32
Account Number:	01-35910	Category:	\$ -
Amount:	\$222,166.68	Trans I/O:	\$ (1,168,060.68)

**Why Funds Are Available:**

The Massachusetts Department of Revenue certified Free Cash for FY2022 at \$2,684,068. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council. Above balance reflects all approved and proposed appropriations to-date.

**Transfer To:**

Account Name:	Snow & Ice - Labor	Balance:	\$ (29,559.88)
Account Number:	01423001-51301	Category:	\$ -
Amount:	\$29,559.88	Trans I/O:	\$ -

**Why Funds Are Needed:**

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.

**Transfer To:**

Account Name:	Snow & Ice - Expenses	Balance:	\$ (192,606.80)
Account Number:	01423002-52901	Category:	\$ -
Amount:	\$192,606.80	Trans I/O:	\$ -

**Why Funds Are Needed:**

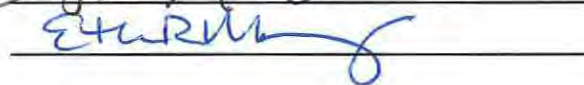
Snow and ice expenses are variable depending on winter weather conditions. This account is used to pay the cost of contractors hired to clear snow, equipment maintenance, as well as, materials such as salt and sand. State law allows communities to deficit spend in this category, however the deficit must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

Sean R. Reardon, Mayor:



Date: 5/3/2022

Ethan R. Manning, Auditor:



Date: 5/3/22

City Council Action:

**APPOINTMENTS**  
**FIRST READING**



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2022 MAY -2 PM 3:09

60 PLEASANT STREET - P.O. Box 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the  
City Council

From: Sean R. Reardon, Mayor

Date: May 2, 2022

Subject: Re-Appointment

-----

I hereby re-appoint, subject to your approval, the following named individual as Assistant Harbormaster/Shellfish Constable and Special Police Officer for the purposes of local, State and Federal laws and regulations with respect to waterways, marine activities and boating. This term will expire on May 31, 2025.

Jeevan Kowalski  
34B Woodland Street  
Newburyport, MA 01950

# Jeevan Kowalski

34B Woodland St.  
Newburyport, Massachusetts  
978-238-6592  
jkowalski@cityofnewburyport.com

## Summary

I am currently a student at Northern Essex Community College, as well as an seasonal employee for the City of Newburyport for the past 5 years. I am eager to work, dedicated, easy going, and great with customer service!

## Education

### **Newburyport High School**

High School Diploma  
Newburyport, Massachusetts  
Graduated May 2018

Although I graduated in Newburyport MA, I only started attending during my sophomore year. Prior to that, I lived in Cambodia, Uganda, and Zambia. Growing up over seas has allowed me to develop the collaborative and cooperative skills I have today, which are very valuable both in and outside of the workplace.

### **University of Maine, Orono**

Student  
Orono, Maine  
Enrolled May 2019

I have completed my first year at the University of Maine, and I have yet to decide on a major! So I have decided to attend Northern Essex Community College, and figure out which direction I want to move towards for my future education and career path.

### **Northern Essex Community College**

Student  
Haverhill, Massachusetts  
Enrolled August 2020 - Present  
I am currently in my second year at NECC.

## Employment History

### **Newburyport/West Newbury Animal Control**

Assistant Animal Control Officer  
Newburyport/West Newbury, Massachusetts  
March 2020 – Present



This job is a part time for both the City of Newburyport and the Town of West Newbury. As an assistant ACO, my duties include upholding the laws and ordinances of West Newbury and Newburyport, and assisting the public with all problems that arise including both domestic and wild animals. This job has allowed me to further develop my customer relations service with broad public interactions, as well as help to improve my problem solving and logistics skills with the unexpected calls and issues that may arise day to day.

### **Newburyport Harbormaster Department**

Dockmaster

Newburyport, Massachusetts

May 2016 – Present

This job is seasonal, and I work May through October, about 15-25 hours per week. My duties as a Dockmaster extended from docking and launching boats, to cleaning and maintenance of facilities. This job consists of several responsibilities, and being a city government job, requires a lot of integrity. I also had to work with and assist all kinds of people, from all over the country, who decided to vacation in Newburyport and enjoy the services the Harbormasters Department provides. This has given me lots of exposure to customer service with a strong emphasis on customer satisfaction, as well as experience with the Merrimack river and its' mariners.

### **Marini Farm**

Staff Member

Ipswich, Massachusetts

July 2015 – November 2017

My first job, working at the annual Marini Farm Corn Maze, I got a lot of exposure to customer service, helping people through out the maze, as well as maintenance. I had to clean all the facilities, and fix/maintain them to keep everything operational, allowing for the customers to get the full Marini Farm Corn Maze experience!

## **Hobbies & Interests**

I played sports all through High School, and I still enjoy playing pickup soccer or basketball with my friends. I am very interested in technology, and I am quite capable with computers. I also like the nautical scene in the summer, and working at the Harbormaster Department, I get to spend a lot of time outside and on the water

## **Professional Skills**

Customer Service: Experienced and Competent

Computer Entry: Intermediate

Maintenance: Intermediate

## **References**

**MaryAnn Lawler**

Supervisor

Newburyport Harbormaster Department

(978) 835-1109

**Tracy Hamilton**

Former Boss

Marini Farm

(617) 590-5613

**Kayla Provencher**

Animal Control Officer/Supervisor

City of Newburyport / West Newbury

(978) 979-1249



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2022 MAY -2 PM 3:09

60 PLEASANT STREET - P.O. Box 550

NEWBURYPORT, MA 01950

978-465-4413 PHONE

MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the  
City Council

From: Sean R. Reardon, Mayor

Date: May 2, 2022

Subject: Re-Appointment

---

I hereby re-appoint, subject to your approval, the following named individual as Assistant Harbormaster/Shellfish Constable and Special Police Officer for the purposes of local, State and Federal laws and regulations with respect to waterways, marine activities and boating. This term will expire on May 31, 2025.

Brian Cutler  
2 Patriot Lane #14  
Georgetown, MA 01833

# BRIAN CUTLER

2 Patriot Lane, #14 | Georgetown, MA 01833 | (978)816-8853 | [brianpcutler@gmail.com](mailto:brianpcutler@gmail.com)

## PRIMARY QUALIFICATION

UNITED STATES COAST GUARD MERCHANT MARINER CREDENTIAL, MASTER 25 TONS, INLAND WATERS

## AREAS OF SPECIALTY

BOAT CAPTAIN | CREW MANAGEMENT | PUBLIC SAFETY | BOAT OPERATIONS MANAGEMENT | BILINGUAL  
FREIGHT TRANSPORT | CUSTOMER SERVICE | BOAT MAINTENANCE | PUBLIC TOURS | ADMINISTRATION

## RELATED PROFESSIONAL EXPERIENCE

### NEWBURYPORT HARBORMASTER DEPARTMENT, Newburyport, MA | 2021-Present

**Assistant Harbormaster** (*Merrimack River to Plum Island and Salisbury Beach*)

**Vessels:** 25' Defender-Class Response Boat; 25' Center Console; 25' Pump-Out Boat

**Description:** Act as assistant harbormaster, patrolling waters of the Merrimack River between Amesbury and Plum Island, as well as, open Atlantic Ocean waters off Plum Island and Salisbury Beach. Provide assistance to other public safety officials, such as the City of Newburyport, United States Coast Guard Station Merrimack River, Salisbury Harbormaster, and Amesbury Harbormaster. Captain three different vessels depending on the needs of the day. Duties include patrols, promotion of boater safety, enforcement of laws and regulations, towing, rescue, public education and general assistance, general maintenance, provision of assistance to disabled vessels, and assistance with docks and boat launch facility.

### MANCHESTER HARBORMASTER DEPARTMENT, Manchester-by-the-Sea, MA | 2019-Present

**Assistant Harbormaster** (*Manchester Harbor to Magnolia Harbor*)

**Vessels:** 25' Eastern; 25' Defender-Class Response Boat (*previously USCG 25544*); 18' Pump-Out Boat

**Description:** Act as assistant harbormaster, patrolling waters between Manchester Harbor and Magnolia Harbor. Provide assistance to other public safety officials between Gloucester and Marblehead. Captain three different vessels depending on the needs of the day. Duties include patrols, promotion of boater safety, enforcement of laws and regulations, pump-outs, towing, rescue, public education and general assistance, trailering vessels, general maintenance, and provision of assistance to disabled vessels.

### SCHOONER FAME OF SALEM, Salem, MA | 2021-Present

**Deckhand** (*Salem Sound*)

**Vessel:** 70' Chebacco Schooner

**Description:** Perform deckhand duties aboard historic vessel from shove off to tie up; raise and lower sails; assist captain with maintaining course and docking procedures; engage passengers in the experience of raising and lowering sails and steering; general maintenance. Provide passengers with customer service, story-telling, knowledge of local history, basic knowledge of maritime skills and navigation, and ecological education.

### DOUBLE EAGLE CHARTERS, Beverly, MA | 2015-2022

**Primary Captain** (*Gloucester to Boston*)

**Vessel:** 37' 12-Ton Hodgdon Brothers [single screw] Freight/Passenger Ferry (*previously a fishing vessel*)

**Description:** Perform as a captain for three years following four years as first mate with work ranging from Gloucester to Boston. Operate a single screw vessel on a broad range of sea and weather conditions and working conditions. Acted as boat manager for 2020. Operate ferry services and freight transport to Baker's Island. Freight includes lumber and other building materials, home goods, landscape equipment, island waste removal, and groceries. Conduct scenic tours around Salem Sound. Additionally perform general administrative duties, customer support, charter coordination, crew supervision and training, conduct safety drills, and boat maintenance.



**THE TRUSTEES OF RESERVATIONS, Manchester-by-the-Sea, MA | 2014-2016****Park & Conservation Technician** (*Manchester Harbor, Salem Sound, and Marblehead Harbor*)

**Vessel:** 25' Winninghoff Landing Craft

**Description:** Primary responsibilities included routine conservation management of the Misery Islands Reservation in Salem and Crowninshield Island in Marblehead. Island management included operation, management, and maintenance of landing craft work boat, dock, mooring, trailer, and island facilities. Skipped work boat across Salem Sound between Manchester Harbor and Marblehead Harbor, including transport of crew, contractors, landscaping equipment, tools, and building and maintenance materials. Other duties included conservation management of 1,608 acres and multiple buildings and structures covering nine properties in the Cape Ann region; park settings, coastal islands, salt marshes, beaches, sand dunes, fields, swamps, vernal pools, and forests.

---

**OTHER RELEVANT PROFESSIONAL EXPERIENCE****SALEM ACADEMY CHARTER SCHOOL, Salem, MA | Mid 2016-2017 School Year-Present****Spanish Teacher, 9<sup>th</sup> Grade Form Team Leader (2018-2021), and Service Learning Teacher**

Teach high school Spanish, Levels 1 and 3. Spanish teaching includes rigorous, language immersion-based learning; emphasis on written and spoken exemplars; frequent use of technology and visual aids; blended learning; various language skill assessments; cultural studies; and coordination with world languages curriculum team of teachers. Form leader responsibilities included: general administrative duties; advising and guiding students and families; student culture development; freshman program coordination; attending weekly meetings and acting as a liaison between administrators and ninth grade team of teachers; leading community meetings; translations; and field trip and special program coordination.

---

**EDUCATION****LONG ISLAND UNIVERSITY – LIU GLOBAL, BROOKLYN, NY | 1999-2003****Bachelor of Arts, Spanish Education & Environmental Education**

- Completed independent studies through international, experiential education in Costa Rica, Nicaragua, Panama, United Kingdom, Canada, Greece, and New England.
- Developed proficiency in Spanish language: utilized skills to create a website on environmental sustainability in both English and Spanish; taught high school and community English courses in Costa Rica.
- Taught high school and community English and Spanish courses in Costa Rica (January-May, 2002). These classes contributed to the accreditation of the first ever high school level education system in the town of Rancho Quemado (by meeting foreign language requirements for school start-up).
- Field studies focused on land stewardship & conservation, sustainable land management, environmental education, and outreach; studies sensitive to world cultures, economics, and social issues. Studies also encompassed at-risk youth and Spanish language and Latin American culture.

---

**OTHER QUALIFICATIONS**

- Bilingual in English and Spanish; possess world travel experience and cultural competency.
- Earned Certificate of Seamanship from The Boatwise School, as approved by the United States Coast Guard; 80 Hour Master 100GT (BOATWT-281).
- Aton Maritime Institute and American Red Cross – Adult & Pediatric CPR, AED, and First Aid Certified.
- Possess Transportation Workers Identification Credential (TWIC).
- Boating Safety Certified, by the United States Power Squadron; approved by the National Association of State Boating Law Administrators and recognized by the United States Coast Guard and New Hampshire.
- Also, an avid outdoorsman and skilled at carpentry, including home building, renovations, and restoration.

**END OF CONSENT AGENDA**

**BEGINNING OF REGULAR AGENDA**

**APPOINTMENTS**  
**FIRST READING**



CITY OF NEWBURYPORT

OFFICE OF THE MAYOR

SEAN R. REARDON, MAYOR

60 PLEASANT STREET - P.O. BOX 550

NEWBURYPORT, MA 01950

978-465-4413 PHONE

MAYOR@CITYOFNEWBURYPORT.COM

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2022 MAY -5 AM 8:11

To: President and Members of the  
City Council

From: Sean R. Reardon, Mayor

Date: May 5, 2022

Subject: Appointment

---

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

Charles Aloviseti  
60 Bromfield Street  
Newburyport, MA 01950



Mayor's Office  
City Hall  
60 Pleasant Street, Newburyport, MA 01950

Letter for Consideration for the Conservation Commission

Dear Ms. Jackson and Mr. Reardon,

My wife and I moved to Newburyport in April of 2021 right before we welcomed our son in May to be close to my parents, who live just down the street from us. We live on Bromfield Street and have been blessed by a wonderful group of neighbors and new friends in town. As a new member of the Newburyport community, I have been looking for ways to get involved and the Conservation Commission seems like a great way to combine my love of the outdoors with my background in law.

My background is in corporate law, but I feel confident I could quickly pick up the nuances of municipal and environmental law and be a valuable (and invested) member of the commission. This is a great city, and I think conserving our wetlands is vital to preserving the natural beauty of the area.

Sincerely,



Charlie Aloviseti

**Charles S. Aloviseti**  
60 Bromfield St.  
Newburyport, MA 01950  
(347) 531-4563  
Email: charles.aloviseti@gmail.com

---

## EXPERIENCE

### **Vicente Sederberg LLP**

*Partner; Chair, Corporate Department*

*Senior Associate; Chair, Corporate Department*

Denver, CO and Boston, MA

Jan 19 – Present

Aug. 15 – Jan 19

- Founded the corporate department of the firm and grew it to include nine attorneys over four different offices. Corporate department expects close to ten million in revenue in 2022.
- Worked on a wide range of corporate transactions, including mergers & acquisition and equity and debt financings, in all major US cannabis markets and in international markets.
- Trained all of the corporate associates at the firm in corporate and cannabis regulatory work.
- Participated in Colorado working groups for rule making around ownership of licensed cannabis businesses.
- Recognized as leading cannabis regulatory attorney by Chambers & Partners and instrumental in getting Vicente Sederberg recognized as a Band 1 cannabis law firm by Chambers & Partners and the cannabis law firm of the year in 2021.
- Wrote the leading book on cannabis law in the United States.

### **Goodwin Procter LLP**

*Associate in Private Equity Group*

New York, NY

July 13 – June 15

- Practice primarily focused on advising venture capital and private equity funds and their portfolio companies across a wide range of transactions, including mergers & acquisitions, financings, the negotiation of employment agreements, the establishment and maintenance of equity incentive programs, and general corporate matters.

### **Morrison Cohen LLP**

*Associate in Corporate Group*

New York, NY

Aug. 12 – July 13

- Represented middle market copies with respect to mergers & acquisitions, financings, and general corporate advice.

### **Latham & Watkins LLP**

*Associate*

*Secondment to Goldman, Sachs & Co. – Investment Banking Division*

*Summer Associate*

New York, NY

Dec. 09 – July 12

May 11 – Sept. 11

May 08 – Aug 08

- Represented public and private companies with respect to mergers and acquisitions, joint ventures, leveraged buyouts, and general corporate work.
- During secondment to Goldman; negotiated and drafted engagement letters, non-disclosure agreements and non-reliance letters, and reviewed press releases and advertising materials.

## EDUCATION

### **Columbia Law School**

*Juris Doctor*

New York, NY

Aug 2006 – May 2009

Honors: Jerome L. Greene Scholarship; Harlan Fiske Stone Scholar; Parker School Certificate

Activities: Journal of Transnational Law, *Staff Member*; Domestic Violence Project, *Courtroom Advocate*; Bankruptcy Assistance Project, *Volunteer*; Domestic Violence Bureau, Queens County, *Intern*

### **McGill University**

*Bachelor of Arts*

Montréal, QC

Sept 2001 – Oct 2005

Honors: Joint Honors in History and Political Science; Golden Key International Honor Society; Student Athlete Honor Roll, Rugby Union, 2002-4

## PUBLICATIONS

Co-Author, "[The Cannabis Business: Understanding Law, Finance, and Governance in America's Newest Industry](#)"  
December 30, 2020.

Numerous articles on cannabis and corporate law.

## BAR ADMISSIONS

Admitted in Colorado, Massachusetts, and New York.

## **COMMUNICATIONS**

## NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

Tel.

Fax.

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

NAME OF EVENT: Pride in the PortDate: June 17th, 2022 Time: from \_\_\_\_\_ to \_\_\_\_\_

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

2. Location\*: State Street - Liberty to Essex Street MARKET SQ  
Bulwase  
Inn St

\*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

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

4. Name of Organizer: Sarah Lord / Resurge City Sponsored Event: Yes \_\_\_\_\_ No X  
Contact Person coworkingAddress: 402 Merrimac Street Telephone: 978 361 5546E-Mail: Sarah.lord087@gmail.com Cell Phone: \_\_\_\_\_

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

5. Number of Attendees Expected: 200-300

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

7. Is the Event Being Advertised? yes Where? Social media8. What Age Group is the Event Targeted to? All ages!9. Have You Notified Neighborhood Groups or Abutters? Yes X No \_\_\_\_\_, Who? \_\_\_\_\_

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

A. Vending\*: Food \_\_\_\_\_ Beverages \_\_\_\_\_ Alcohol \_\_\_\_\_ Goods \_\_\_\_\_ Total # of Vendors 0

\*If checked, signature from Health Director required (Page 3)

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music \_\_\_\_\_ DJ X Radio/CD \_\_\_\_\_Performers X Dancing X Amplified Sound X 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 X No \_\_\_\_\_



# FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

(Festival)

PARADE X

ROAD RACE

WALKATHON

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

SARAH LORD / Resurge Coworking

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

40R MERRIMAC ST NBPT  
978 361-5546

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

DPS

4. Date of Event: JUNE 11<sup>TH</sup> 2022 Expected Number of Participants:

200-300

5. Start Time:

12<sup>PM</sup>

Expected End Time:

8<sup>PM</sup>

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

~~STATE ST~~

MARKET SQ

NO ACTUAL PARADE

(~~LIBERTY - ESSEX~~)

INN ST

7. Locations of Water Stops (if any):

N/A

8. Will Detours for Motor Vehicles Be Required?

Yes

If so, where?

LIBERTY ST - ESSEX

9. Formation Location & Time for Participants:

~~STATE STREET~~

MARKET SQ / INN ST

10. Dismissal Location & Time for Participants:

~~STATE STREET~~

MARKET SQ / INN ST

11. Additional Parade Information:

• Number of Floats:

0

• Locations of Viewing Stations:

0

• Are Weapons Being Carried:

Yes

No

X

• Are Marshalls Being Assigned to Keep Parade Moving:

Yes

No

X

## 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]*  
5-4-22

16A Perry Way

CITY CLERK

*[Signature]*

60 Pleasant St.

HEALTH DIRECTOR

60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)



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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

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

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

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

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

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

*Shu*

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

*5/3/2022*

**If yes:**

- a) How many trash receptacles will you be providing? N/A DPS
- b) How many recycling receptacles will you be providing? N/A DPS
- c) Will you be contracting for disposal of : **Trash** Yes X 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 X
- iv. If no, where will the trash & recycling be disposed ? DPS

**If no:**

- a) # of trash container(s) to be provided by DPS 4
- 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:



# PRIDE *in the port*



**Saturday, June 11th**

**Bar25: Noon-5pm**

It's a party on State Street! DJ, Dancing, Pre-party for the cruise!

Performance by Seacoast Stilettos

Cash donations at the door to benefit Youth On Fire Organization

**Riverwalk Brewery- Noon-4pm**

**Sweet Paws Rescue Pride Pawrty**

Mutt strut, Kids activities and more to come!



**Thirsty Whale: 6-10pm**

Drink specials, dancing and Pride Smirnoff Swag! Cash donations at the door to benefit NAGLY Organization

**Captain's Lady: 7-10pm**

**SUNSET CRUISE! DJ, Dancing, Cash Bar and plenty of surprises!**

Ticketed event to support BAGLY, Inc.

Link to tickets: [bit.ly/3Ok6oQ7](https://bit.ly/3Ok6oQ7)

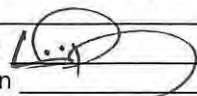
**Thank you to our sponsors:**





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

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

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

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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



**Applicant Information**

Name of organization Pride in the Port  
 Contact name Sarah Lord  
 Address 40 R Merrimac Street  
 City Newburyport  
 State MA Zip 01950  
 Phone 978 361 5546 Fax \_\_\_\_\_  
 Email Sarah.lord087@gmail.com

**Scheduling Information**

Date of Application 5/5/2022

**We request use of:**

- ☐ Atkinson Common
- ☐ Atwood Park
  - ☐ Garrison Gardens
- ☐ Bartlet Mall
- ☐ Brown Square
- ☐ Cashman Park
  - ☐ Basketball ☐ Tennis ☐ Ball field ☐ Soccer
- ☐ Cherry Hill Athletic Fields
- ☐ Clipper City Rail Trail
- ☐ Cornelius Doyle Triangle
- ☐ Cushing Park

- ☐ Inn Street
- ☐ Jason Sawyer Playground
- ☐ Joppa Park
- ☐ March's Hill
- ☒ Market Square/Bullnose
- ☐ Moseley Woods Pavilion
- ☐ Moulton Square
- ☐ Newburyport Skate Park
- ☐ Patrick Tracy Square
- ☐ Perkins Park
  - ☐ Basketball ☐ Tennis ☐ Ball field
- ☐ Woodman Park
- ☐ Other \_\_\_\_\_

Dates/days requested June 1<sup>st</sup>, 2022

Time slot requested noon - 6pm  
(1 1/2 hour blocks)

Activity dance class Number of attendees 50

Authorized Applicant Signature SHL

**FOR INTERNAL USE ONLY**

Approval is contingent upon approval from the following authorities:

- ☐ Health Department
- ☐ Fire Department
- ☐ Police Department
- ☐ Licensing Commission
- ☐ City Council
- ☐ Harbormaster

ADDITIONAL COMMENTS:

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

See page 2 for Rules and Regulations and contacts for use of other parks and recreational facilities

For Parks Commission Use	
Date reviewed	<u>5/5/22</u>
Approved	<input checked="" type="checkbox"/>
Rejected	<input type="checkbox"/>
Comments	<u>[Signature]</u>
Donation received	_____





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

### RELEASE AND WAIVER OF CLAIMS

I do hereby agree to forever release the City of Newburyport, and all of its employees, agents, officials, board members, volunteers and also any and all individuals and organizations assisting or participating in use of the parkland and/or facilities of the Newburyport Parks (the "Releasees") from any and all claims, rights of action, and causes of action that may have arisen in the past, or may arise in the future, directly or indirectly, from personal injuries to me or property damage resulting from my use of the City of Newburyport Parks parkland and/or facilities. I also promise to indemnify, defend and hold harmless the Releasees against any and all legal claims, suits, and proceedings of any description that may have been asserted in the past, or may be asserted in the future, arising directly or indirectly from my use of the City of Newburyport Parks parkland and/or facilities. I further affirm that I have read this Consent and Release Form and that I understand the contents of this Form. I understand that my use of Newburyport's parkland and/or facilities is voluntary, that I understand the risks of such use, and that I am free to choose not to participate in said use. By acknowledging this RELEASE AND WAIVER OF CLAIMS as part of this form, I affirm that I have decided to participate in this use with full knowledge and understanding of this RELEASE AND WAIVER OF CLAIMS and that the Releasees will not be liable to anyone for personal injuries and/or property damage which I may suffer in said use of parkland and/or facilities.

Signed SML Date 5/5/2022  
*Permitted park user signature*

Printed name Sarah Lord

Organization \_\_\_\_\_

Address 40 R Merrimac St, Newburyport, MA  
01950

City of Newburyport





**APPOINTMENTS  
SECOND READING**

## **APPOINTMENTS SECOND READING**

- APPT00313\_04\_25\_2022 Joe Carper 8 Fruit St. Cultural Council 4/29/2025

### **In City Council April 25, 2022:**

Motion to approve the Consent Agenda as amended by Councillor Zeid, seconded by Councillor Donahue. Roll call vote. 11 yes. Motion passes.



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, MAYOR

60 PLEASANT STREET - P.O. BOX 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
MAYOR@CITYOFNEWBURYPORT.COM

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2022 APR 19 AM 8:23

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: April 22, 2022  
Subject: Appointment

-----  
I hereby appoint, subject to your approval, the following named individual as a member of the Cultural Council. This term will expire on April 29, 2025.

Joe Carper  
8 Fruit Street  
Newburyport, MA 01950

Dear Ms. Jackson:

I am writing to express my interest in serving as a volunteer on the Newburyport Cultural Commission. My wife and I have lived at 8 Fruit St. since the spring of 2013, and I currently serve on the Fruit Street Historic Commission.

When we investigated possible locations to live in our retirement, we were drawn to Newburyport for its vibrant year-round cultural and arts scene. We have become enthusiastic "consumers" of the products of cultural Newburyport, attending performances at the Firehouse, the Newburyport Chamber Music Festival, Maudslay summer programming, the Literary Festival, viewing exhibitions at Newburyport Art Association, etc.

Shortly after our arrival, I became involved in the Belleville Roots Music Series and have served on its board since 2014. On behalf of Belleville Roots, I have pursued and received several rounds of funding from the NCC; I know firsthand how important these funds are to community arts organizations, especially smaller ones, trying to meet expenses and to expand audiences. I have also volunteered for several Americana Rhythm and Roots festivals on the waterfront, organized by the Friends of Newburyport Parks.

I am especially interested in programming that encourages young people to participate in the arts and that can encourage traditionally underserved audiences to attend in greater numbers.

I have attached a brief biographical statement, which summarizes my management experience in cultural and environmental not-for-profit organizations. I believe my work experience, lifelong interest in the arts as a participant and audience member, and commitment to community service would prove beneficial to the Cultural Commission.

Thank you for your consideration.

Joe Carper  
8 Fruit St.  
781-223-8253



## **Bio Statement - Joe Carper**

Since moving to Newburyport in 2013 following his retirement, Joe has volunteered for several local organizations, including:

- Fruit Street Historic District (committee member)
- Pennies for Poverty (board member)
- Belleville Roots Music Series (board member)
- Newburyport Parks Department Hiking Club (trip organizer and hikes leader)
- Americana Rhythm and Roots Festival (social media and event management)
- Nourishing the North Shore (school food recovery and summer VegOut food pantry distribution)
- First Parish Newbury food pantry (food delivery to clients)

Prior to retirement, Joe enjoyed a successful career overseeing the operations of several not-for-profit organizations, in the environmental, educational and recreational, cultural, and mental health fields. These include Earthwatch Institute (vp of operations and finance); the Smithsonian Institution (director of membership and public programming, director of business development, director of retail operations); Parks and History Association (executive director); International Spy Museum (chief administrative officer); and the Appalachian Mountain Club (director of operations).

Joe graduated from Harvard College, earned an MBA in public and non-profit management from Boston University, and holds Masters degrees in mental health counseling from Boston University and Lesley University.

Joe is married to Susan McKittrick, and they have 2 grown children. In addition to his volunteer work, Joe enjoys playing music (guitar, uke, banjo), canoeing, cycling, and hiking locally and abroad. For the past 35 years, he has organized and guided hiking trips throughout the British Isles; in the Swiss, Italian, Austrian and French Alps; in Spain; and in Canada and New Zealand.

# ORDERS

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

May 9, 2022

**THAT**, the City Council of the City of Newburyport authorizes an increase to the spending limit for the following fund(s) for fiscal year 2022 in accordance with MGL, Chapter 44 Section 53E1/2:

<u>Account Name</u>	<u>Original FY2022 Spending Limit</u>	<u>Revised FY2022 Spending Limit</u>
Recreational Services	\$435,000	\$535,000
Electrical Inspector	\$105,000	\$110,000
Senior/Community Center Maintenance	\$15,000	\$20,000

---

Councillor Sharif I. Zeid



CITY OF NEWBURYPORT  
FINANCE DEPARTMENT

60 PLEASANT STREET  
NEWBURYPORT, MA 01950  
PHONE: 978-465-4404

[WWW.CITYOFNEWBURYPORT.COM/FINANCE](http://WWW.CITYOFNEWBURYPORT.COM/FINANCE)

SEAN R. REARDON  
MAYOR

ETHAN R. MANNING  
FINANCE DIRECTOR/CITY AUDITOR

To: President and Members of the Newburyport City Council

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

Date: April 27, 2022

Subject: FY22 Revolving Fund Spending Limits

---

As we approach fiscal year-end, increases are requested to spending limits for three of the departmental revolving funds authorized under MGL, Chapter 44 Section 53E1/2:

**Recreational Services Revolving Fund (\$435,000 to \$535,000)**

It is requested that the spending limit for the recreational services revolving fund be restored back to \$535,000. When the FY2022 spending limits were set, the spending limit was decreased to \$435,000 to reflect approximately \$100,000 in funding that is now budgeted in the general fund (and then funded by a transfer from the recreational services revolving fund). That amount funds the line items in the Youth Services budget for the activities coordinators and an administrative assistant.

Unfortunately, when the \$100,000 cut to the spending limit was made, it was also during a time of lower income and spending resulting from the pandemic. During the summer of 2020, no part time staff were hired, significantly decreasing FY21 spending. Had that trend continued, the department would likely have come in at or below the \$435,000 spending limit for FY22.

Fortunately, registration numbers and programming have now returned to pre-pandemic levels. Consequently, spending has increased as the department has restored the resources that are needed to run all of those programs. Additional staff and service providers, combined with inflationary pressures from contractors, as well as, increases to the minimum wage, have collectively caused the fund to hit the spending limit that was set for FY22.

The department respectfully requests that the City Council increase the spending limit to \$535,000 so that we can continue to pay staff and contractors through the end of the fiscal year. It is anticipated that a higher spending limit will be requested for FY23.



**Electrical Inspector Revolving Fund (\$105,000 to \$110,000)**

An increase is requested to reflect higher wages for FY22 resulting from settled collective bargaining agreements.

**Senior/Community Center Maintenance Revolving Fund (\$15,000 to \$20,000)**

During FY22, the Senior/Community Center was fully reopened to the public and is once again available to be rented by outside groups on nights and weekends. As such, costs to coordinate and staff those events has increased.

Thank you for your consideration.

**DEPARTMENTAL REVOLVING FUNDS**

FY2022 YEAR-TO-DATE ACTIVITY (AS OF APRIL 26, 2022)

Account Name	Fund Code	Beginning Balance	YTD Revenue	YTD Expended	Transfers Out	Current Balance	FY22 Spending Limit	Remaining Budget	% Used
Council on Aging	2802	(\$312)	\$14,599	\$13,767	\$0	\$519	\$40,000	\$26,233	34.4%
Recreational Services	2803	\$525,687	\$507,475	\$432,999	\$105,640	\$494,523	\$435,000	\$2,001	99.5%
Historical Commission	2804	\$10,252	\$1,525	\$450	\$0	\$11,327	\$2,500	\$2,050	18.0%
Electrical Inspector	2806	\$51,920	\$76,102	\$81,849	\$0	\$46,173	\$105,000	\$23,151	78.0%
Plumbing Inspector	2807	\$1,835	\$74,023	\$45,952	\$0	\$29,906	\$65,000	\$19,048	70.7%
Gas Inspector	2808	\$2,365	\$47,390	\$37,768	\$0	\$11,987	\$55,000	\$17,232	68.7%
Disabilities Commission	2809	\$34,534	\$5,250	\$0	\$0	\$39,784	\$3,000	\$3,000	0.0%
Emma Andrews Library	2810	\$48,539	\$10,000	\$10,346	\$0	\$48,192	\$30,000	\$19,654	34.5%
Transient Vendors	2812	\$24,399	\$3,000	\$880	\$0	\$26,519	\$20,000	\$19,120	4.4%
Planning & Zoning	2813	\$563	\$28,750	\$25,649	\$0	\$3,664	\$70,000	\$44,351	36.6%
Animal Control	2817	\$12,647	\$1,445	\$0	\$0	\$14,092	\$6,000	\$6,000	0.0%
Tree Commission	2818	\$11,628	\$0	\$4,275	\$0	\$7,353	\$10,000	\$5,725	42.8%
Medicare/Medicaid	2835	\$23,257	\$38,597	\$13,616	\$0	\$48,238	\$25,000	\$11,384	54.5%
Veterans Services	2836	\$1,273	\$0	\$0	\$0	\$1,273	\$2,000	\$2,000	0.0%
City Hall Maintenance	2840	\$6,657	\$3,415	\$0	\$0	\$10,072	\$5,000	\$5,000	0.0%
Senior Comm. Ctr. Maint.	2841	\$74,129	\$16,845	\$14,745	\$0	\$76,228	\$15,000	\$255	98.3%
Parks Maint.	2842	\$1,002	\$2,975	\$794	\$0	\$3,183	\$15,000	\$14,206	5.3%
Solid Waste	2843	\$260,542	\$63,848	\$62,089	\$35,000	\$227,301	\$100,000	\$37,911	62.1%
Assessor	2844	\$3,490	\$140	\$0	\$0	\$3,630	\$2,000	\$2,000	0.0%
<b>Total</b>		<b>\$1,094,407</b>	<b>\$895,377</b>	<b>\$745,181</b>	<b>\$140,640</b>	<b>\$1,103,964</b>	<b>\$1,005,500</b>	<b>\$260,319</b>	<b>74.1%</b>

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

May 9, 2022

**THAT**, the City of Newburyport raise and appropriate in the General Fund a sum of \$\_\_\_\_\_ as the operating budget for Fiscal Year 2023 (July 1, 2022 to June 30, 2023), of which \$\_\_\_\_\_ is appropriated to the School Department.

**FURTHER THAT**, to support said appropriations in the General Fund, the following sums shall be appropriated from other available funds:

Downtown Paid Parking Fund	\$_____
Health Insurance Stabilization Fund	\$_____
Recreational Revolving Fund	\$_____

**FURTHER THAT**, the City of Newburyport raise and appropriate the following sums in the enterprise funds:

Water Enterprise Fund	\$_____
Sewer Enterprise Fund	\$_____
Harbormaster Enterprise Fund	\$_____

The appropriations above represent the annual budget for Fiscal Year 2023 as submitted by Mayor Reardon on May 9, 2022, as amended.

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Heather L. Shand, Council President

---

Edward C. Cameron Jr., Councillor At-Large

---

Afroz K. Khan, Councillor At-Large

---

Constance Preston, Councillor At-Large

---

Bruce L. Vogel, Councillor At-Large

---

Mark R. Wright, Councillor At-Large

---

Sharif I. Zeid, Ward 1 Councillor

---

Jennie L. Donahue, Ward 2 Councillor

---

Christine E. Wallace, Ward 4 Councillor

---

James J. McCauley, Ward 5 Councillor

---

Byron J. Lane, Ward 6 Councillor

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

May 9, 2022

**THAT**, \$750,000 is appropriated to pay costs of the Central Waterfront Bulkhead Rehabilitation project, including the payment of all costs incidental and related thereto, to serve as the local contribution should the City of Newburyport be awarded federal and/or state grant funding. To meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote. This Order supersedes ORDR00317\_01\_31\_2022.

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Councillor Jennie L. Donahue

---

Councillor Sharif I. Zeid





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

SEAN REARDON  
MAYOR

---

MEMORANDUM

---

TO: NEWBURYPORT CITY COUNCIL  
FROM: GEORDIE VINING, SENIOR PROJECT MANAGER AND ANDREW LEVINE, CHIEF OF STAFF  
SUBJECT: CENTRAL WATERFRONT BULKHEAD REHABILITATION PROJECT  
DATE: 5/5/22

The City is applying for multiple federal and state grants to support the Central Waterfront Bulkhead Rehabilitation Project and a revised borrowing authorization is needed to leverage one or more of these grants. This authorization would supersede the previous authorization ORDR00317\_01\_31\_2022.

The design and permitting phase of the Bulkhead Rehabilitation project is nearing completion, and the City anticipates advertising the project for construction this late summer or fall. A cost estimate from February 2022 by the City's marine engineering consultant GEI indicated a cost of \$5,378,300. The City has applied for \$5.3M in grants: a \$1.75M grant from the U.S. Economic Development Administration (EDA) Economic Adjustment Assistance Program, a \$1.3M grant from the state Seaport Economic Council, and we are in the process of applying for a \$2.25M grant from the Federal Emergency Management Agency (FEMA) based on the Community Project Funding that Congressman Moulton earmarked for the City in the federal spending bill, the Consolidated Appropriations Act of 2022 (H.R. 2471).

While this funding has already been earmarked, the awarding agency, FEMA, is requiring that we submit the formal application through its Building Resilient Infrastructure and Communities (BRIC) Grant program to receive the funding. This application is due June 13, 2022. This application requires a 25% match, and since \$2.25M has been identified, that means we need \$750,000 in non-federal match. While the state's SEC grant could be used as a match, we cannot list it on the application because we will not know by June 13<sup>th</sup> if we have been awarded the state grant or not.

This new authorization would increase the appropriation to \$750,000 to cover the needed match for the federal allocation of \$2.25M and would remove the explicit reference to the EDA's Travel Tourism and Outdoor Recreation grant. Following the advice of Bond Counsel, it removes the qualification that the funding only be spent if the grant money is received. This language is no longer necessary because we have been informed by the Congressman's staff that the funding has been conditionally approved and that we are in position to receive the grant through FEMA.

The remaining consideration will be securing the additional match funding needed should the EDA Grant be received. The City has applied for \$1,757,576, which would require a match of \$439,394. The City will be able to use the state grant secured through the MA Seaport Economic Council (SEC) if this grant is secured, and can also count the \$50,000 pledged by the Waterfront Trust. Should the SEC money not be granted, the City could use an additional \$389,394 in either American Rescue Plan Act (ARPA) funds, or look for a different funding source. In

addition, please note that the previous authorization explicitly referenced the EDA's Travel Tourism and Outdoor Recreation grant program, but the EDA shifted the City's application to a different EDA grant program, the Economic Adjustment Assistance program. Removing the reference to the specific grant program will allow the administration the flexibility to leverage various other potential grants. Table 1 below shows the anticipated breakdown in funding.

As noted earlier, the exposed steel of the 1977 bulkhead that supports the edge of Newburyport's central waterfront is now 45 years old and is at the end of its service life. Corroding holes in the old steel sheet piles are growing visibly larger, and the more they expand the more they allow fill material to escape into the river, undermining the Boardwalk's foundations and the edge of the waterfront park if left unchecked. The exposed tie back anchor bolts in the embayment's bulkhead structurally support the sheet piles and have begun to corrode, break and fail in recent years. In addition, the old steel mooring piles attached to the bulkhead that anchor the seasonal floats for visiting boaters have been breaking underwater.

Thank you for your consideration.

Table 1

Source	Amount	Status	Notes
FEMA: BRIC/ Federal Spending Bill	\$2,250,000	Application in Progress/ Conditionally Approved	Requires \$750k non-federal match
City of Newburyport/ Bonding	\$750,000	Request of City Council	Match for BRIC or EDA Funding
EDA: ARPA Economic Adjustment Assistance	\$1,757,576	Application Complete	Requires \$439,394 non-federal match
Seaport Economic Council	\$1,300,000	Application Complete	Could serve as match for federal grants
Waterfront Trust	\$50,000	Secured	

Table 2

Total Secured	\$50,000
Total Conditionally Approved:	\$2,250,000
Total Outstanding Grants	\$3,047,576
Total Match	\$750,000
Total:	\$6,097,576

**Note:** Current cost is estimated at \$5,378,300, but costs may increase and grant amounts from the outstanding applications may be lower than the amounts for which we applied.

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

May 9, 2022

**THAT** the City Council of the City of Newburyport approves the following Licensed Contractor application for the 2022 construction year for Water, Sewer, Drain Layer, Roadway, and Sidewalk work:

Robert Pike Construction, Inc.  
25 Old Salisbury Road  
Salisbury, MA 01952

---

Councillor Bruce L. Vogel



CITY OF NEWBURYPORT RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2022 APR 21 PM 6:42

DEPARTMENT  
OF  
PUBLIC SERVICES

**MEMORANDUM**

ANTHONY J. FURNARI  
DIRECTOR

JAMIE TUCCOLO  
DEPUTY DIRECTOR /  
DIRECTOR OF OPERATIONS

16A PERRY WAY  
NEWBURYPORT, MA 01950

TEL: 978-465-4464

FAX: 978-465-1623

W.CITYOFNEWBURYPORT.COM

**TO:** Richard Jones, City Clerk  
**FROM:** Anthony Furnari, DPS Director  
**DATE:** 4/15/22  
**RE:** Licensed Contractor Application

---

Enclosed is a copy of a new Licensed Contractor application with bond and references to be forwarded to the city council for approval for;

Robert Pike Construction, Inc.

For the following work;

Water Service  
Sewer Service  
Drain Laying  
Roadway  
Sidewalk

Thank you for your attention to this matter.





ANTHONY J. FURNARI, DIRECTOR  
WAYNE S. AMARAL, DEPUTY DIRECTOR

# CITY OF NEWBURYPORT

## DEPARTMENT OF PUBLIC SERVICES

16A PERRY WAY  
NEWBURYPORT, MA 01950

PHONE: 978-465-4464  
FAX: 978-465-1623

### Application to become a Licensed Contractor

*Submit completed application to the above address*

Today's Date: 3/14/22

Name of Company: Robert Rice Const. Inc.

Name of Owner: \_\_\_\_\_

Contact Person: Lorna Stanley

Street Address: 25 Old County Rd City: Salisbury State: MA Zip Code: 01952

Phone #: 978 465-4184 Cell #: 978 360-7513 Fax #: 978 358 7651

Insurance Certificate #: 52444751 Policy Expiration Date: 6/28/22

Name and Contact Information of Insurer: Cassidy Lungo

Bond # 5918251 Bond Expiration Date: 2-17-2023

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

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Water Service/Main        | <input checked="" type="checkbox"/> Sewer Service/Main | <input checked="" type="checkbox"/> Drain Laying |
| <input checked="" type="checkbox"/> Roadway (incl. curb cuts) | <input checked="" type="checkbox"/> Sidewalk           |  |
| <input type="checkbox"/> Gas                                  | <input type="checkbox"/> Electric                      | <input type="checkbox"/> Communications          |

#### Submit the Following with this completed Application:

- Certificate of Insurance incl. Worker's Compensation Insurance Affidavit (per M.G.L. c.152)
- \$5000 Bond ORIGINAL ONLY (\$10,000 Bond for laying Wire or Conduit)
- \$500 Check non-refundable payable to City of Newburyport (not required for ROW Occupancy)
- Minimum 3 Municipal References within the last 5 years (Renewals do not require references)



ROBEPIK-01

CWOODSIDE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/18/2022

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

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

PRODUCER License # 1780862 HUB International New England 300 Ballardvale Street Wilmington, MA 01887	CONTACT NAME: <b>Cassidy Lungo</b>	FAX (A/C, No):	
	PHONE (A/C, No, Ext):		
	E-MAIL ADDRESS: <b>cassidy.lungo@hubinternational.com</b>		
INSURED  <b>Robert Pike Construction Inc</b> <b>Robert Pike</b> <b>P.O Box 5507</b> <b>Salisbury, MA 01952</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Selective Insurance Company of South Carolina</b>		<b>19259</b>
	INSURER B : <b>The Travelers Indemnity Company</b>		<b>25658</b>
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			S 2444751	6/28/2021	6/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A 9108783	6/28/2021	6/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 20,000 BODILY INJURY (Per accident) \$ 40,000 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			S 2444751	6/28/2021	6/28/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	UB0K3384192242G	1/26/2022	1/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Newburyport  
Department of Public Services  
16A Perry Way  
Newburyport, MA 01950

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

AUTHORIZED REPRESENTATIVE

## LICENSE OR PERMIT BOND

BOND NO. S-918251

KNOW ALL MEN BY THESE PRESENTS THAT WE,

Robert Pike Construction Company Inc

of

25 Old County Rd

Salisbury

MA 01952

as Principal, and

NGM Insurance Company

, a Florida

corporation with its principal

office at 55 West Street

Keene NH 03431-7000

, as Surety,

are held and firmly bound unto

Newburyport Dept of Public Services

in the sum of Ten Thousand and 00/100 Dollars

(\$ 10,000 ), for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has obtained, or shall obtain, a license or permit from the Obligee for Street Permit

at \_\_\_\_\_ for the term commencing on the 17th day of February, 2022 and ending on the 17th day of February, 2023.

NOW, THEREFORE, if Principal shall faithfully observe and comply with all terms of the underlying license or permit, and all Ordinances, Rules and Regulations, and any Amendments thereto, applicable to the obligation of this bond, then this obligation shall become void and of no effect, otherwise to be and remain in full force and virtue.

The Surety may, if it shall so elect, cancel this bond by giving thirty (30) days written notice to the Obligee and the bond shall be deemed canceled at the expiration of said period; the Surety remaining liable, however subject to all the terms, conditions and provisions of this bond, for any act or acts covered which may have been committed by the Principal up to the date of such cancellation.

PROVIDED, HOWEVER, that this bond may be continued from year to year by certificate executed by the Surety hereon. Regardless of the number of years or terms this bond remains in effect, and regardless of the number and amount of claims that may be made, the maximum aggregate liability of the Surety is limited to the penal sum of the bond.

SIGNED, SEALED AND DATED on this 17th day of February, 2022.

Robert Pike Construction Company Inc

By \_\_\_\_\_

NGM Insurance Company

By \_\_\_\_\_

Nancy Giordano-Ramos

Attorney-in-Fact



Aquarion Water Company  
of New Hampshire  
7 Scott Road  
Hampton, NH 03842  
[www.aquarionwater.com](http://www.aquarionwater.com)

603.926.3319 phone



**AQUARION**  
*Water Company*

*Quality Water for Life®*

March 8, 2022

To whom it may concern:

Robert Pike Construction currently works for Aquarion Water Company as a sub contractor.

If further information is needed please feel free to contact me at 603-926-3319 ext 104.

Sincerely,



Mike Bernier  
Foreman

***BYFIELD WATER DISTRICT***

*2 Fruit Street  
P.O. Box 64  
Byfield, MA 01922  
(978)462-3023*

March 9, 2022

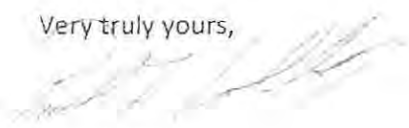
To Whom it may Concern:

As the Manager for the Ring's Island Water District and Director for the Byfield Water District I am very familiar with Robert Pike Construction,. From 1995 until 2020, when Ring's Island was taken over by the Town of Salisbury, Pike Construction was the sole contractor for all construction work completed by the water district. The Byfield Water District has also used Pike Construction for projects where our existing contractor did not have the capacity to complete such work.

I have always been satisfied with the expertise and professionalism in which Pike Construction completed our construction issues.

Please do not hesitate to contact me with any questions regarding work performed by Pike Construction for the water districts I have worked for.

Very truly yours,



Paul Colby

Director, Byfield Water District



# Town of Hampton



March 8, 2022

**Re: Robert Pike Construction**

To Whom it May Concern,

Robert Pike Construction has worked within the Town of Hampton right-of-way for many years as a utility repair contractor for Aquarion Water Company. They have also completed work directly for this Department. During this time, they have satisfied the Town's Excavation Permit requirements.

Please let us know if you need any additional information.

Sincerely,

Tobey Spainhower  
Sewer & Drain Foreman  
Hampton Public Works  
(603)929-5932

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

May 9, 2022

**THAT** the City Council of the City of Newburyport approves the following Licensed Contractor application for the 2022 construction year for Water, Sewer, Drain Layer, Roadway, and Sidewalk work:

Commonwealth Construction and Consulting Co., Inc.  
10 Walnut Hill Park, Suite 3F  
Woburn, MA 01801

---

Councillor Bruce L. Vogel



CITY OF NEWBURYPORT  
RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2022 APR 21 PM 6:42

DEPARTMENT  
OF  
PUBLIC SERVICES

## MEMORANDUM

ANTHONY J. FURNARI  
DIRECTOR

JAMIE TUCCOLO  
DEPUTY DIRECTOR /  
DIRECTOR OF OPERATIONS

16A PERRY WAY  
NEWBURYPORT, MA 01950

TEL: 978-465-4464

FAX: 978-465-1623

W.CITYOFNEWBURYPORT.COM

**TO:** Richard Jones, City Clerk  
**FROM:** Anthony Furnari, DPS Director  
**DATE:** 4/15/22  
**RE:** Licensed Contractor Application

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Enclosed is a copy of a new Licensed Contractor application with bond and references to be forwarded to the city council for approval for;

Commonwealth Construction and Consulting Co., LLC

For the following work;

Water Service  
Sewer Service  
Drain Laying  
Roadway  
Sidewalk  
Electric  
Communications

Thank you for your attention to this matter.



ANTHONY J. FURNARI, DIRECTOR  
JAMIE TUCCOLO, DEPUTY DIRECTOR

**CITY OF NEWBURYPORT**  
**DEPARTMENT OF PUBLIC SERVICES**  
16A PERRY WAY  
NEWBURYPORT, MA 01950

PHONE: 978-465-4464  
FAX: 978-465-1623

**Application to become a  
Licensed Contractor**

*Submit **completed** application to the above address*

**Today's Date:** 3/28/2022

**Name of Company:** Commonwealth Construction and Consulting LLC

**Name of Owner:** Gianna Gough

**Contact Person:** Gianna Gough

**Street Address:** 10 Walnut Hill Park, Suite 3F **City:** Woburn **State:** MA **Zip Code:** 01801

**Phone #:** 978-854-5809 **Cell #:** 978-806-5176 **Fax #:**

**Insurance Certificate #:** 3AA504770 **Policy Expiration Date:** 09/18/22

**Name and Contact Information of Insurer:** Water St Insurance, Carmen Cocca 781-245-0888

**Bond #** 66195633 **Bond Expiration Date:** 3/29/2023

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

<input checked="" type="checkbox"/> Water Service/Main	<input checked="" type="checkbox"/> Sewer Service/Main	<input checked="" type="checkbox"/> Drain Laying
<input checked="" type="checkbox"/> Roadway (incl. curb cuts)	<input checked="" type="checkbox"/> Sidewalk	
<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Electric	<input checked="" type="checkbox"/> Communications

**Submit the Following with this completed Application:**

- **Certificate of Insurance incl. Worker's Compensation Insurance Affidavit** (per M.G.L. .c152)
- **\$5000 Bond ORIGINAL ONLY** (\$10,000 Bond for laying Wire or Conduit)
- **\$500 Check non-refundable payable to City of Newburyport** (not required for ROW Occupancy)
- **Minimum 3 Municipal References within the last 5 years** (Renewals do not require references)



Effective Date: March 29th, 2022

# Western Surety Company

## LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 66195633

That we, Commonwealth Construction and Consulting Co., LLC

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

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been  
licensed Street Opening City of Newburyport

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply  
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit  
applied for, then this obligation to be void, otherwise to remain in full force and effect until  
March 29th, 2023, unless renewed by Continuation Certificate.

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

Dated this 29th day of March, 2022.

Commonwealth Construction and Consulting  
Co., LLC

Principal

Principal

WESTERN SURETY COMPANY

By Paul T. Bruffat  
Paul T. Bruffat, Vice President

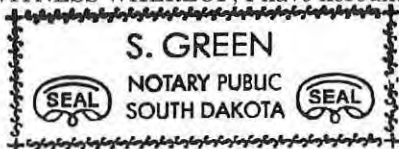


STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

On this 29th day of March, 2022, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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



*S. Green*  
Notary Public — South Dakota

My Commission Expires: February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL  
(Individual or Partners)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

My commission expires \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

ACKNOWLEDGMENT OF PRINCIPAL  
(Corporate Officer)

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

 Western Surety Company

License or Permit No. \_\_\_\_\_

LICENSE AND PERMIT

BOND

As

of \_\_\_\_\_

State of \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Address \_\_\_\_\_

Filed \_\_\_\_\_

Approved this \_\_\_\_\_

day of \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One Street Opening City of Newburyport

bond with bond number 66195633

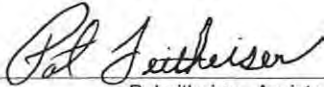
for Commonwealth Construction and Consulting Co., LLC  
as Principal in the penalty amount not to exceed: \$ 5,000.00.

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President with the corporate seal affixed this 29th day of March,  
2022.

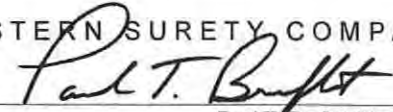
ATTEST



P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

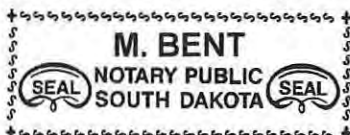
By



Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 29th day of March, 2022, before me, a Notary Public, personally appeared  
Paul T. Bruflat and P. Leitheiser  
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the  
voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026



Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/22

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

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

<b>PRODUCER</b> Cocca Insurance Associates Inc. dba Water Street Insurance Agency 27 Water Street Wakefield, MA 01880	<b>CONTACT NAME:</b> Carmen Cocca <b>PHONE (A/C, No, Ext):</b> 781-245-0888 <b>FAX (A/C, No):</b> 781-246-3926 <b>E-MAIL ADDRESS:</b> carmen@getinsurancehere.com																					
<b>INSURED</b> Commonwealth Construction LLC 10 Walnut Hill Park Ste 3F Woburn, MA 01801	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Evanston</td><td>35378</td></tr><tr><td>INSURER B:</td><td>LM Insurance</td><td>33600</td></tr><tr><td>INSURER C:</td><td>Concord Group</td><td>20680</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Evanston	35378	INSURER B:	LM Insurance	33600	INSURER C:	Concord Group	20680	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Concord Group	20680																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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		3AA504770	09/18/21	09/18/22	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
C	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20037101	07/16/21	07/16/22	GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		20037101	07/16/21	07/16/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EZXS3060114	09/18/21	09/18/22	EACH OCCURRENCE \$ 5,000,000
						AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC5-31S618953-011	05/03/21	05/03/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**City of Newburyport  
16A Perry Way  
Newburyport, MA 01950

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

AUTHORIZED REPRESENTATIVE

Carmen Cocca

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- **Underground Utilities** must be:
  - Identified prior to opening the excavation (e.g., contact Digsafe).
  - Located by safe and acceptable means while excavating.
  - Protected, supported, or removed once exposed.
- **Spoils** must be kept back a minimum of 2' from the edge of the trench.
- **Surface Encumbrances** creating a hazard must be removed or supported to safeguard employees. Keep heavy equipment and heavy material as far back from the edge of the trench as possible.
- **Stability of Adjacent Structures:**
  - Where the stability of adjacent structures is endangered by creation of the trench, they must be underpinned, braced, or otherwise supported.
  - Sidewalks, pavements, etc. shall not be undermined unless a support system or other method of protection is provided.
- **Protection from water accumulation hazards:**
  - It is not allowable for employees to work in trenches with accumulated water. If water control such as pumping is used to prevent water accumulation, this must be monitored by the competent person.
  - If the trench interrupts natural drainage of surface water, ditches, dikes or other means must be used to prevent this water from entering the excavation.
- **Additional Requirements:**
  - For mobile equipment operated near the edge of the trench, a warning system such as barricades or stop logs must be used.
  - Employees are not permitted to work underneath loads. Operators may not remain in vehicles being loaded unless vehicles are equipped with adequate protection as per 1926.601(b)(6).
  - Employees must wear high-visibility clothing in traffic work zones.
  - Air monitoring must be conducted in trenches deeper than 4' if the potential for a hazardous atmosphere exists. If a hazardous atmosphere is found to exist (e.g.,  $O_2 < 19.5\%$  or  $> 23.5\%$ , 20% LEL, specific chemical hazard), adequate protections shall be taken such as ventilation of the space.
  - Walkways are required where employees must cross over the trench. Walkways with guardrails must be provided for crossing over trenches > 6' deep.
  - Employees must be protected from loose rock or soil through protections such as scaling or protective barricades.

**APPLICANT SIGNATURE**



**DATE:** 3/31/22

**EXCAVATOR SIGNATURE (IF DIFFERENT)**

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

**OWNER'S SIGNATURE (IF DIFFERENT)**

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

\_\_\_\_\_**DATE:** \_\_\_\_\_  
**DEPUTY DIRECTOR'S SIGNATURE**



## CITY OF LYNN LAW DEPARTMENT

3 CITY HALL SQUARE, ROOM 406  
LYNN, MASSACHUSETTS 01901

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March 22, 2021

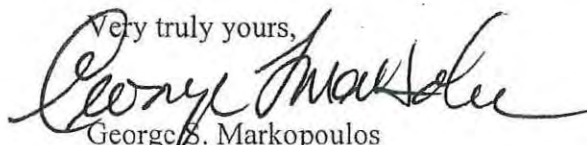
To Whom It May Concern:

Re: Commonwealth Construction and Consulting Co. LLC

Please be advised that I am the duly appointed City Solicitor in the City of Lynn. I have reviewed the files of the City of Lynn Solicitor's Office and inquired with relevant Department Heads regarding Commonwealth Construction and Consulting, Co., LLC. Commonwealth Construction and Consulting Co., LLC has been installing conduit and manholes within the City for the past six months. The Law Department is aware of no issues with the workmanship and professionalism of this firm and its employees. Presently, Commonwealth Construction and Consulting, Co., LLC is in good standing with the City of Lynn.

Thank you for your consideration in this matter.

Very truly yours,

  
George S. Markopoulos  
City Solicitor





City of Boston  
Mayor Michelle Wu  
Public Works Department

4/1/2022

To whom it may concern,

As the Supervisor of Utility Compliance and Coordination/Chief Highway Inspector for the City of Boston, I have overseen Commonwealth Construction and Consulting perform utility excavation and occupancy work throughout the City.

Commonwealth Construction and Consulting has been performing work in the City of Boston for 5 years, and is in good standing with the City and its Departments.

If you should have any further questions please don't hesitate to contact me

Sincerely,

A handwritten signature in black ink, appearing to read "Richard DiMarzo", written over a large, stylized circular mark.

Richard DiMarzo  
Supervisor Utility Compliance and Coordination  
Chief Highway Inspector  
richard.dimarzo@boston.gov  
781-853-9016



# City of Everett

Department of Public Works – Engineering Division  
City Hall

484 Broadway, Room 26  
Everett, Massachusetts 02149

**Julius Ofurie**  
City Engineer

Phone: (617)394-2251  
Fax: (617)394-2433

*June 3, 2021*

*Superintendent, Paul Argenzio.  
Public Works Department  
321R Charger Street  
Revere, Ma. 02151*

*Subject: Drain Layer Recommendation for:  
Commonwealth Construction & Consulting.  
10 Walnut Hill Park, Suite 3F  
Woburn, MA 01801*

*To whom it may concern:*

*Please be advised that the above subject is an authorized licensed drain layer in the City of Everett and are still active on our city list of contractors doing underground utilities.*


*To date, the City of Everett has no issue with this contractor on city enforcement of our rules and regulation.*

*Furthermore, if for any reason they encounter problems while doing underground utilities, their response to find a solution is prompt and very professional.*

*I highly recommend them for the quality of work and prompt completion of work.*

*If you have any questions regarding this letter, please contact me at (617) 394-2251.*

*Respectfully,*

  
**Julius Ofurie**  
City Engineer

## CITY OF NEWBURYPORT



## IN CITY COUNCIL

**ORDERED:**

May 9, 2022

That the City Council appropriates or reserves from the Community Preservation Act FY 2023 estimated revenues, in accordance with the provisions of M.G.L. Chapter 44B, for the following projects, based upon the Community Preservation Committee's recommendation, the total amount of **\$1,422,370**. The source of funds shall be FY2023 estimated revenues in the amount of \$1,333,644.33 and the Community Preservation Fund Balance in the amount of \$178,773.97. Each project listed below shall be considered a separate appropriation or reservation in the amount indicated for that project. Any conditions or stipulations indicated within the Community Preservation Committee's recommendation, incorporated herein, shall be considered a condition of this appropriation and subsequent grant award.

Project No.	Project Title	Applicant	Request	Recommendation
1	<u>Priority Housing Needs and Update to Housing Production Plan</u>	Affordable Housing Trust	\$230,000	\$230,000
2	<u>Old South Clock Face</u>	Old South Church	\$4,650	\$4,650
3	<u>Cushing House Architectural Preservation</u>	Historical Society of Old Newbury	\$69,750	\$69,750
4	<u>Bartlet Mall Frog Pond Improvements</u>	Parks Commission & Department	\$2,790,000	\$216,000 (plus 15 yr BOND of \$2,574,000)
5	<u>Open Space Reserve Fund</u>	Open Space Committee	\$100,000	\$100,000
6	<u>Heritage Tree Preservation</u>	Proprietors of Oak Hill Cemetery	\$10,000	\$10,000
7	<u>Joppa Park Improvement Project</u>	Parks Commission & Department	\$115,000	\$15,000

<b>8</b>	<u>Lower Atkinson Common Improvement Project</u>	Parks Commission & Department	\$1,157,803	\$525,000
<b>9</b>	<u>Market Landing Park Expansion (Central Waterfront)</u>	Office of Planning & Development	\$3,000,000	\$0 (15 yr BOND of \$3,000,000)
<b>10</b>	<u>Newburyport Black History Initiative</u>	Office of Planning & Development	\$53,000	\$53,000
		<b>Total:</b>	<b>\$9,280,303</b>	<b>\$1,223,400 Current \$5,574,000 Bonds</b>

<b>11</b>	<u>NHS Stadium Bond Payment</u>	\$124,980
<b>12</b>	<u>Cherry Hill Soccer Field Bond Payment</u>	\$11,740
<b>13</b>	<u>Fuller Field Track Renovation, Phase Two Bond Payment</u>	\$50,250
<b>14</b>	<u>Administrative Costs</u>	\$12,000
	<b>Total:</b>	<b>\$198,970</b>

---

Councilor Sharif I. Zeid

Approve:  
Date:

Attest:



**NEWBURYPORT COMMUNITY PRESERVATION COMMITTEE  
RECOMMENDATIONS FOR FY23 APPROPRIATIONS**

The Newburyport Community Preservation Committee recommends that the City Council appropriate or reserve, as indicated **\$1,422,370** from Community Preservation Fund Revenues for the projects and bond payments, in the amounts, in the categories, and subject to the conditions hereinafter described.

The following CONDITIONS are common to recommended current appropriations and exclude recommended reservations and bonded amounts:

- A. Each recipient of funds is required to submit to the CPC a written report on the status of the project by each October 15, January 15, April 15 and July 15 following appropriation and until final completion of the project.
- B. If a project is not completed within twenty-four (24) months of appropriation, the grantee must submit a written request to the CPC for an extension of the grant. Otherwise, funds may be subject to rescission and returned to Community Preservation Fund Reserves (applicable to appropriations, not to reservations).
- C. Full funding is conditioned upon the receipt of state matching funds, estimated to be 32.3% of local revenue, expected in November 2022.

Attached are:

- 1. A draft Council Order and table summarizing all CPC recommendations
- 2. Recommendations for project numbers 1-14, with summaries for each
- 3. Criteria for project evaluation adopted and published by the CPC

Estimated Community Preservation Fund Revenues available for appropriation or reservation in FY 2023 total **\$1,512,418**. This figure includes estimated receipts of the local CPA surcharge through fiscal year end 2022, accumulated interest, the anticipated 32.3% state matching funds expected to be received in November 2022, current uncommitted and unreserved funds, and the returned funds from completed and closed-out projects.

Applications for all projects are available for review on the City website at the following URL:

<https://www.cityofnewburyport.com/community-preservation-committee>

Respectfully submitted by:

Community Preservation Committee Members

Michael Dissette, Chair  
Mark Rosen  
Tom O'Brien  
Don Little  
Charles Griffin

Jane Healey, Vice Chair  
Paul Healy  
Don Walters  
Joe Morgan

**PROJECT NO. 1**  
**Priority Housing Needs and Update to Housing Production Plan**

The CPC recommends the appropriation of \$230,000 from the FY 2023 Estimated Revenues to the Newburyport Affordable Housing Trust for priority housing needs and to update the City's Housing Production Plan.

The CPA category is Affordable Housing.

**Project Summary:** The Newburyport Affordable Housing Trust (the "Trust") is requesting a total of \$230,000 in Community Preservation Act (CPA) funding for two projects: (1) a 'set-aside' of \$200,000 for affordable housing development initiatives (including the Brown School), and (2) \$30,000 to be used for consultant services to update to the City's Housing Production Plan (HPP). The Trust is seeking CPA funding to be added to the Affordable Housing Trust Fund to be used for imminent and future housing development projects located throughout the community to encourage private developers to both increase the number of affordable homes they create and to offer them at varying levels of affordability. The requested funding will be used for the purposes of incentivizing private developers to (1) create more affordable residences than the baseline minimums, if any, established by local and state regulations, and (2) offer them at varying levels of affordability, i.e. 30%, 50% and 80% AMI. The funding may also be used for the services of affordable housing specialists who understand housing development generally. This would enable the Trust to objectively review the financials of a development project to determine the feasibility of requesting deeper levels of affordability from the developer without compromising the financial success of a development project. State funds for affordable housing development are awarded through a highly competitive process and the state requires a commitment of local funding to leverage millions of dollars of state resources. Municipalities often rely on CPA funds for this local match. Thus, the Trust has sought to secure funds for this CPA purpose with the hope that there will be several affordable housing development opportunities over time.

The Trust is also requesting \$30,000 to be used for consultant services for an update of the [City's Housing Production Plan](#). A Housing Production Plan is a community's proactive strategy for planning and developing affordable housing by creating a strategy to enable it to meet its affordable housing needs in a manner consistent with the Chapter 40B statute and regulation. The City's current Housing Production Plan expires **10/31/23** and is used as a City-wide resource to guide development, through specific objectives and goals, in a way to ensure that safe, adequate housing is available to individuals and families at extremely low-, low- and moderate-income brackets. The Housing Production Plan provides a roadmap for policies, projects, initiatives, and regulatory changes that will help Newburyport create more affordable housing opportunities, retain the current stock of affordable units and support a diverse population with a range of incomes.

**PROJECT NO. 2**  
**Old South Clock Face**

The CPC recommends the appropriation of \$4,650 from the FY 2023 Estimated Revenues to the Old South Church for the clock face painting project.

The CPA category for this appropriation is Historic Preservation.

**Project Summary:** The venerated and historic Albert Plummer memorial Old South Church clock face is in need of painting. Originally installed in 1785, and upgraded to a modern 1896 E Howard Model #2 weight driven tower clock, the clock face, hands, numerals, and minute markers are rapidly deteriorating and in need of paint. This project will paint those parts, as well as provide a fresh coat of black paint for the face of the clock.

There is a current Preservation Restriction executed in 1986 and held by the Massachusetts Historical Commission in perpetuity for the Old South Church.

**PROJECT NO. 3**  
**Cushing House Architectural Preservation**

The CPC recommends the appropriation of \$69,750 from the FY 2023 Estimated Revenues to the Museum of Old Newbury for the Cushing House Architectural Preservation project.

The CPA category for this appropriation is Historic Preservation.

**Project Summary:** The project consists of the restoration and reconstruction of Federal period architectural elements on the exterior of the Cushing House. This work will include rope band and bead molding, crown molding, frieze board trim blocks, dentil block molding, soffit trim, fascia trim, and reconstruction of the original gutters. All woodwork will be custom milled to match the existing. Additionally, the severely deteriorated shutters will be replaced to match the originals on the High Street facade of the house. Other shutters will be salvaged and restored to replace failed shutters on the other three sides of the house. The museum will commit \$10,463 toward the full project cost of \$80,213. The primary goals of the project are to preserve as much of the original 1808 fabric, to preserve the functionality of the structure as a whole, and to improve safety for visitors to the museum and gardens. The nature of the work is highly specialized, and the cost is significant. Due to financial restraints, the museum will phase the work.

Phase I: Assess all trim elements and take samples of those to be reconstructed. Custom mill work will be implemented. The gutters will be assessed for utility. Seriously deteriorated shutters, such as the fanlight shutter over the main entrance on High Street, will be reconstructed to match the originals. All shutters will be removed, the best ones will be salvaged and restored. All of the restored shutters and all of the windowsills will be painted.

Phase II: The implementation of restoring and reconstructing the architectural elements will begin on the rear and west elevations of the house. The work will also include the replacement of the gutters, as necessary, and painting.

Phase III: Implementation of the work described above will occur on the High Street and Fruit Street elevations.

There is currently a Preservation Restriction (PR) in place that covers the Cushing House. The Museum of Old Newbury is currently working with the Massachusetts Historical Society on approval of a PR that is in perpetuity.

**PROJECT NO. 4**  
**Bartlet Mall Frog Pond Improvements**

The CPC recommends the appropriation of \$216,000 from the FY 2023 Estimated Revenues to the Newburyport Parks Department and Commission for design, permitting and bidding. The CPC recommends to bond the remainder of the request in the amount of \$2,574,000 over a 15-year term.

The CPA category for this appropriation and bond is Historic Preservation.

**Project Summary:** The Parks Commission and Parks Department are requesting funding for the entirety of this project to breathe life back into the Bartlet Mall Frog Pond. Last year's CPC support allowed for the necessary testing (monitoring wells to determine hydrologic connection to the pond, core samples of the sediment, water testing and bathymetric survey) as well as initial engineering reports with detailed analysis, recommendations and cost estimates.

The Parks Commission and Parks Department are currently requesting flexibility and funding to complete the following items:

DESIGN, PERMITTING, AND BID (plus 20% contingency): \$216,000

**OPTION 1:**

Dewater, dredge and remove 6" off-site: \$530,748

Liner and site restoration: \$560,679

Pump, well, outlet: \$575,000

Aeration, water treatment, maintenance equipment: \$325,000

Pond shaping and plants: \$150,000

20% contingency: \$432,573

TOTAL: \$2,574,000

**OPTION 2:**

Total from Option 1: \$2,574,000

Cost savings to keep sediment in place (plus 20% contingency): -\$452,098

Concrete footing: \$200,622

Granite blocks (72"x20"x15", qty 190): \$343,770

20% contingency: \$108,878

Design engineering (donation): \$ 0

TOTAL: \$2,775,172

The CPC recommends that such scope and pricing flexibility be approved and referenced in the grant agreement.

**PROJECT NO. 5**  
**Open Space Reserve Fund**

The CPC recommends the reservation of \$100,000 from the FY 2023 Estimated Revenues to the Open Space Reserve Fund.

The CPA category for this reservation is Open Space.

**Project Summary:** Since 2014, through appropriations from the Open Space Reserve Fund, the City successfully protected 10+ acres of land on Curzon Mill Road, a significant portion of the Colby Farm land on Low Street and helped secure protection of our water supply in partnership with West Newbury, Greenbelt and DCR. The existence of the Reserve allowed and will allow the City to take the opportunities when they are presented. Recent CPC funding rounds have restored the Reserve to its current balance of \$629,966. With this application the Open Space Committee asks that the process of restoring the Reserve be continued so that the Committee is in a stronger position to address future opportunities for land protection and preservation as they arise.

**PROJECT NO. 6**  
**Heritage Tree Preservation**

The CPC recommends the appropriation of \$10,000 to the Proprietors of Oak Hill Cemetery for the restoration and preservation of heritage trees at Oak Hill Cemetery.

The CPA category for this project is Historic Preservation.

**Project Summary:** In 1842, a group of interested citizens formed a board of trustees to oversee the design and management of a rural garden cemetery – one of the first of its kind in the United States. Today, Oak Hill’s 36 acres provides a quiet place for walkers and birders to enjoy their recreational pursuits. The cemetery, which became the final resting place of many prominent Newburyport residents, also offers a glimpse into the City’s rich past.

Oak Hill is home to some of the City’s oldest and largest trees. According to the cemetery’s arborist, there are well over 100 trees in excess of 150 years old. Many of these have accumulated a significant amount of deadwood while others suffer from weak sections or advanced decay that will require partial to total removal. These conditions present a safety hazard for visitors and encourage future decay of the trees. Preventative measures must be taken to prevent further damage to these and other mature trees within the site, including pruning, bracing and fertilization. This appropriation would support these services and preserve the historic landscape of Oak Hill Cemetery.

**PROJECT NO. 7**  
**Joppa Park Improvement Project**

The CPC recommends the appropriation of \$15,000 from the FY 2023 Estimated Revenues to the Newburyport Parks Department and Commission for the Joppa Park Improvement Project.



The CPA category is Recreation.

**Project Summary:** Joppa Park is .75 acre of land shaped as a narrow, rectangular strip of land and a small boat ramp in the South End of the historic seaport of Newburyport, in an area known as Joppa. The park is bordered by the nationally registered scenic byway of Water Street on one side and 1,000 feet of frontage on the Merrimack River on the other. This waterfront park was created when Mayor Byron Matthews initiated the building of a sea wall in 1968 to protect the Joppa neighborhood from storms and very high tides. The resulting new land mass was redeveloped into a park named Joppa Park in 1996. The park provides an ever- changing view of the Merrimack River with its expansive mud flats, a heritage landscape known as Joppa Flats.

The park has undergone many improvements since 2010 including installation of a granite bollard-and-chain fence accompanied by a perennial hedge along Water Street with four cobblestone pedestrian entry points leading from the Water Street sidewalk into the park; new benches, four interpretive panels, addition of irrigation, a new drinking fountain, connection to the Clipper City Rail Trail and replacement of the boat ramp and improvements to the parking area.

The badly damaged and dangerous asphalt walkway along the sea wall will be replaced with a brick sidewalk. The walkway, which is prone to sinkholes as a result of tidal activity that draws out subsurface material, will be fortified beneath its surface to remove the threat of future sinkholes.

Update: \$100,000 in ARPA funding was just approved for the Joppa Walkway, so the Parks Department revised the request to cover the project contingency of \$15,000.

## **PROJECT NO. 8**

### **Lower Atkinson Common Improvement Project**

The CPC recommends the appropriation of \$525,000 from the FY 2023 Estimated Revenues to the Newburyport Parks Department and Parks Commission for the Lower Atkinson Common Improvement Project playground renovation.

The CPA category for this project is Recreation.

**Project Summary:** Based on a master plan funded by CPA in FY19 and then slightly modified by the Parks Commission, the impetus for this overall project is the need to improve safety in the parking area and on Merrimac Street which experience a high number of speeding vehicles along that stretch of road creating a hazard for pedestrians and other drivers. The project will relocate and replace the playground to the center of the park so that ultimately, parking can be moved away from Merrimac Street and protected by a vegetative traffic buffer.

The playground was installed more than 25 years ago. Some of the equipment is designed to be handicap accessible, but the current condition of the safety surfacing does not provide access to the equipment. Many play structures are aging out; the Parks Department removed one play component in fall 2021 because it had become non-compliant with federal safety guidelines. The plan with the FY23 funds, is to install a new, inclusive playground which is an essential first step to improve the parking

situation along Merrimac Street. The City plans to move forward on the parking, sidewalk and drainage improvements from alternative funding sources.

**PROJECT NO. 9**  
**Market Landing Park Expansion (Central Waterfront)**

The CPC recommends to fully bond the Market Landing Park Expansion Project in the amount of \$3,000,000. The CPC also recommends to the Council that the FY'22 appropriation of \$250K for this project (Council Order 265\_08\_09\_2021) be granted a two-year extension so that these funds can be utilized along with the FY23 recommended funding.

The CPA category for this appropriation is Recreation.

**Project Summary:** Design funds for the Market Landing Park Expansion project were appropriated in 2021, and the City now has Sasaki Associates under contract to provide fully engineered construction drawings and specifications suitable for bidding and construction. The City Council also appropriated funds for design of a new Visitor Center/Restroom Facility, to be integrated with the park design along Merrimac Street, and replace old “temporary” facilities which have been on the site for many years. To be clear, the CPC request for construction funding here does not include the proposed Visitor Center/Restroom Facility. However, it has been essential that the design of this facility progress in parallel with the park design immediately abutting it, including the creation of a new public (pedestrian) way where the current facilities exist. The City Council approved Sasaki’s schematic site plan (25% design) in 2021. Since that time Sasaki has been working to refine this plan, while addressing smaller site-specific details with key stakeholders (e.g. utilities design, planting schedule, irrigation system design, materials selection, upgrades to facilitate waterfront events, etc.).

The Planning Office anticipates phased construction of the Market Landing Park Expansion. As noted above, it is expected that other funding sources will be used to construct the Visitor Center/Restroom Facility. In order to reduce the CPC request, the Planning Office has discussed breaking the project plans into two sub-areas for the purposes of phased construction (park and parking, respectively). The Planning Office proposes to proceed with construction of the primary park areas in spring 2023. This would mean postponing the parking lot areas (to remain largely compacted gravel until additional funds are secured). While phased construction will necessitate extended impacts to the downtown central waterfront over several years, and unusual “transition” areas (site conditions), creating the expanded park space next year will provide the principal and long-awaited public improvements without further delay.

**PROJECT NO. 10**  
**Newburyport Black History Initiative**

The CPC recommends the appropriation of \$53,000 from the FY 2023 Estimated Revenues to the Office of Planning and Development for the Newburyport Black History Initiative.

The CPA category for this appropriation is Historic Preservation.

**Project Summary:** This project will develop high-quality historic interpretive signs to highlight and incorporate Newburyport’s Black history more fully into the public landscape so that visitors as well as residents and workers can encounter the information and stories in their day-to-day lives. The signs will

augment Newburyport's heritage tourism, and follow the City's standard historic interpretive sign format developed during the past decade in various public spaces, such as the Rail Trail, Brown Square, Inn Street, the NHS Stadium, etc.

The text, graphics and colors of the interpretive sign panels will be professionally laid out by graphic artists on 24" x 36" panels set at a 30-degree angle towards the viewer, and will be supported by attractive, functional, durable double-posted aluminum stanchions similar to the ones installed in various other public spaces during the past decade or so. We will explore using an alternative sign panel material from the High-Pressure Laminate signs used to date for longer durability. Alternatives include Direct Embed powder coated panels or Vitreous/Porcelain Enamel panels.

Potential topics, themes, and story-lines for the Newburyport Black History Initiative's historic interpretive signs include: "Black Mariners During the Age of Sail", "Black Soldiers from Newburyport in the 18<sup>th</sup> and 19<sup>th</sup> Centuries", and "Guinea Village: An African American Neighborhood in Historic Newburyport".

**PROJECT NO. 11**  
**NEWBURYPORT HIGH SCHOOL WORLD WAR MEMORIAL STADIUM MULTI-PURPOSE FIELD PROJECT**  
**BOND DEBT**  
**PAYMENT**

The CPC recommends the appropriation of \$124,980 from the FY 2023 Estimated Revenues to the City of Newburyport for the sixth annual payment of interest and principal on the World War Memorial Stadium Multi- Purpose Field Project Bond.

CPA category is Recreation.

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

**PROJECT NO. 12**  
**CHERRY HILL PARCEL B SOCCER FIELD IMPROVEMENT PROJECT BOND DEBT PAYMENT**

The CPC recommends the appropriation of \$11,740 from the FY 2023 Estimated Revenues to the City of Newburyport for the seventh annual payment of interest and principal on the Cherry Hill Parcel B Soccer Field Improvement Project Bond.

The CPA category is Recreation.

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

**PROJECT NO. 13**  
**FULLER FIELD TRACK RENOVATION, PHASE TWO BOND DEBT PAYMENT**

The CPC recommends the appropriation of \$50,250 from the FY 2023 Estimated Revenues to the City of Newburyport for the second annual payment of interest and principal on the Fuller Field Track Renovation, Phase Two Project Bond.

The CPA category is Recreation.

**Project Summary:** The project includes installation of a 300-person grandstand, completion of electrical connections throughout the facility for the sound and timing systems, installation of a new sound system, and renovation of the interior of the existing field house to include expanded restroom facilities.

**PROJECT NO. 14**  
**ADMINISTRATIVE COSTS**

The CPC recommends the appropriation of \$12,000 from the FY 2023 Estimated Revenues to fund the Community Preservation Committee's anticipated administrative costs. These costs include a stipend for the CPC administration liaison position in the Office of Planning & Community Development, annual membership dues in the statewide community preservation coalition, and other recurring expenses including note taking at meetings, legal advertising, and city solicitor review of legal documents when necessary. Excess funds remaining in this account at the end of the fiscal year revert to the general Community Preservation Fund.

The CPA category for this appropriation is Administration.

## COMMUNITY PRESERVATION COMMITTEE – EVALUATION CRITERIA

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

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

### CATEGORY SPECIFIC CRITERIA

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

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



- Protect drinking water quantity and quality.
- Provide flood control/storage.
- Preserve and protect important surface water bodies, including streams, wetlands, vernal pools or riparian zones.
- Buffer for protected open space, or historic resources.

**2. Historic Preservation** proposals which address as many of the following criteria as possible will receive preference for funding:

- Protect, preserve, enhance, restore and/or rehabilitate historic, cultural, architectural or archaeological resources of significance, especially those that are threatened.
- Protect, preserve, enhance, restore and/or rehabilitate city-owned properties, features or resources of historical significance.
- Protect, preserve, enhance, restore and/or rehabilitate the historical function of a property or site.
- Demonstrates a public benefit.
- Ability to provide permanent protection for the historic resource.

**3. Affordable Housing** proposals which address as many of the following criteria as possible will receive preference for funding:

- Contribute to the goal of 10% affordability as defined by chapter 40B of Mass. General Laws.
- Promote a socioeconomic environment that encourages a diversity of income.
- Provide housing that is harmonious in design and scale with the surrounding community.
- Intermingle affordable and market rate housing at levels that exceed state requirements for percentage of affordable units pursuant to chapter 40B.
- Ensure long-term affordability.
- Address the needs of range of qualified household, including very low, low and low-to moderate income families and individuals.
- Provide affordable rental and affordable ownership opportunities.
- Promote use of existing buildings or construction on previously-developed or city-owned sites.
- Convert market rate to affordable units.

**4. Recreation** proposals which address as many of the following criteria as possible will receive preference for funding:

- Support multiple recreation uses.
- Serve a significant number of residents.
- Expand the range of recreational opportunities available to city residents of all ages.

- Jointly benefit Conservation Commission and Parks Commission initiatives by promoting recreation, such as hiking, biking, and cross-country skiing.
- Maximize the utility of land already owned by city (e.g. school property).
- Promote the creative use of railway and other corridors to create safe and healthful non-motorized transportation opportunities.

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

May 9, 2022

**THAT**, upon the recommendation of the Community Preservation Committee, \$2,574,000 is appropriated to pay costs of the Bartlet Mall Frog Pond Improvements project, including the payment of all costs incidental and related thereto. To meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), M.G.L. c. 44B (the Community Preservation Act), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote.

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Councilor Sharif I. Zeid

## CITY OF NEWBURYPORT



### IN CITY COUNCIL

#### ORDERED:

May 9, 2022

**THAT**, upon the recommendation of the Community Preservation Committee, \$3,000,000 is appropriated to pay costs of the Market Landing Park Expansion project, including the payment of all costs incidental and related thereto. To meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), M.G.L. c. 44B (the Community Preservation Act), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote.

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Councilor Sharif I. Zeid

## **ORDINANCES**



# CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

Introduced November 8, 2021

As Amended in committee on April 12, 2022

## AN ORDINANCE OF THE CITY COUNCIL TO UPDATE SECTIONS OF CHAPTER 17 STORMWATER MANAGEMENT

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 for Chapter 17 – Stormwater Management as follows for the specific sections noted here; 17-1 – Authority, Section 17-2 – Definitions (formerly Section 17-3), Section 17-3 – Purposes, Objectives and Intent (formerly Section 17-2), Section 17-4 - Applicability, Section 17-6 - Regulations, Section 17-8 – Prohibited Activities, Section 17-9 - Exemptions, Section 17-11 – Notification of Spills, Section 17-12 – Permit Required, Section 17-13 – Exemptions and Section 17-14 - Waivers. These amendments are to read as follows, with deletions ~~double-stricken through and italicized~~, and additions double-underlined and italicized:

Sec. 17-1. - Authority.

This chapter is adopted under authority granted by the Home Rule Amendment of the Massachusetts Constitution, the Home Rule statutes, and pursuant to M.G.L. c. 83, §§ 1, 10, and 16, as amended by St. 2004, c. 149, §§ 135-140, and pursuant to the regulations of the Federal Clean Water Act (40 CFR 122.34).

Sec. 17-~~23~~. - Definitions.

*Best ~~M~~management ~~P~~practice (BMP)* An activity, procedure, restraint, or structural or nonstructural improvement that helps to reduce the quantity or improve the quality of stormwater runoff.

*Certified ~~P~~professional in ~~E~~rosion and ~~S~~ediment ~~C~~ontrol (CPESC).* A certified specialist in soil erosion and sediment control. This certification program, sponsored by the Soil and Water Conservation Society in cooperation with the American Society of Agronomy, provides the public with evidence of professional qualifications.

*Discharge of pollutants.* The addition from any source of any pollutant or combination of pollutants into ~~a the municipal~~ storm drainage system or into the ~~waters~~ Waters of the United States or Commonwealth of Massachusetts from any source.

*Erosion and ~~S~~ediment ~~C~~ontrol ~~P~~lan.* A document containing narrative, drawings, and details developed by a Massachusetts Registered Professional Engineer (P.E.) or a Certified Professional in Erosion and Sediment Control (CPESC), which includes BMPs, or equivalent measures designed to control surface runoff, erosion and sedimentation during pre-construction and construction-related land disturbances. The plan is required as part of the application for a stormwater management permit.

*Illicit connection.* A surface or subsurface drain or conveyance, which allows an illicit discharge into ~~the municipal a~~ storm drainage system, including without limitation sewage, process wastewater, or wash water and any connections from indoor drains, sinks, or toilets, regardless of whether said connection was previously allowed, permitted, or approved before the effective date of this chapter.

*Illicit discharge.* Direct or indirect discharge to ~~a the municipal~~ storm drainage system that is not composed entirely of stormwater, except as exempted in section 17-9. The term does not include a discharge in compliance with a NPDES Stormwater Discharge Permit or a Surface Water Discharge Permit, or resulting from ~~fire fighting~~ fire fighting activities exempted pursuant to section 17-9.

*Land disturbance.* Any action that causes a change in the position, location, or arrangement of the land such as, soil, sand, rock, gravel, or similar earth material.

Low Impact Development (LID). Systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and associated aquatic habitat.

Massachusetts DEP Stormwater Management ~~Policy~~ Standards. The policy-performance standards as further defined by the Massachusetts Stormwater Handbook, issued by the department of environmental protection, and as amended, that coordinates the requirements prescribed by state regulations promulgated under the authority of the Massachusetts Wetlands Protection Act M.G.L. c. 131 § 40 and Massachusetts Clean Waters Act M.G.L. c. 21, § 23-56. ~~The policy addresses stormwater impacts through implementation of performance standards to reduce prevent or prevent reduce~~ pollutants from reaching water bodies and control the quantity of runoff from a site. ~~In January 2008, this policy was incorporated into the Massachusetts Wetlands Protection Act Regulations (310 CMR 10.00 et seq).~~

MS4 Permit – United States Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) general permits for stormwater discharges from small municipal separate storm sewer systems (MS4) in Massachusetts.

*Municipal separate storm sewer system (MS4) or municipal storm drainage system.* ~~A the system of conveyances designed or used for collecting or conveying stormwater, including any road with a drainage system, street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, reservoir, and other drainage structure that together comprise the~~ storm drainage system owned or operated by the city.

*Nonstormwater discharge.* Discharge to ~~a the municipal~~ storm drainage system not composed entirely of stormwater.

*Operation and maintenance plan.* A plan setting up the functional, financial, and organizational mechanisms for the ongoing operation and maintenance of a stormwater management system to ~~insure~~ ensure that it continues to function as designed.

~~Owner A person with a legal or equitable interest in property.~~

~~Ordinance. Refers to chapter 17, stormwater management ordinance of the "Code of Ordinances of the City of Newburyport, Massachusetts".~~

*Pollutant.* Any element or property of sewage, agricultural, industrial or commercial waste, runoff, leachate, heated effluent, or other matter whether originating at a point or nonpoint source, that is or may

be introduced into ~~any sewage treatment works~~ a stormwater drainage system or waters of the Commonwealth of Massachusetts. Pollutants shall include without limitation:

- (g) Dissolved and or toxic particulate metals;
- (i) Rock, sand, salt, soils, sediment;

*Redevelopment.* Development, rehabilitation, expansion, demolition, construction, land alteration or phased projects that disturb the ground surface, ~~including or increase the~~ impervious ~~area surfaces~~, on previously developed sites. The creation of new areas of impervious surface or new areas of land disturbing activity on a site constitutes development, not redevelopment, even where such activities are part of a common plan which also involves redevelopment. Redevelopment includes maintenance and improvement of existing roadways including widening less than a single lane, adding shoulders, correcting substandard intersections, improving existing drainage systems and repaving; and remedial projects specifically designed to provide improved stormwater management such as projects to separate storm drains and sanitary sewers and stormwater retrofit projects. For purposes of this chapter redevelopment shall apply to both upland and land under the jurisdiction of the Wetlands Protection Act.

Storm Drainage System — A stormwater system comprised of all features and components, in its entirety to the final discharge into Waters of the Commonwealth, including, but not limited to, the collection systems (eg. catch basins, gutter inlets), treatment and attenuation systems (eg water quality unit, detention/retention pond, infiltration unit), conveyance systems (eg swales, pipes, culverts, roadway gutters, pumping stations) to the final discharge into Waters of the Commonwealth of Massachusetts.

*Stormwater ~~M~~management ~~P~~plan.* A plan required as part of the application for a stormwater management permit.

~~Stormwater. Stormwater runoff, snow melt runoff, and surface water runoff and drainage.~~

*Surface water discharge permit.* A permit issued by the department of environmental protection (DEP) pursuant to 314 CMR 3.00 that authorizes the discharge of pollutants to Waters of the Commonwealth of Massachusetts.

*Toxic or hazardous material or waste.* Any material, which because of its quantity, concentration, chemical, corrosive, flammable, reactive, toxic, infectious or radioactive characteristics, either separately or in combination with any substance or substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment. Toxic or hazardous materials include any synthetic organic chemical, petroleum product, heavy metal, radioactive or infectious waste, acid and alkali, and any substance defined as Toxic or Hazardous under M.G.L. c. 21C and c. 21E, and the regulations at 310 CMR 30.000 and 310 CMR 40.0000.

*Waters of the Commonwealth of Massachusetts.* All waters within the jurisdiction of the Commonwealth of Massachusetts, including, without limitation, rivers, streams, lakes, ponds, springs, impoundments, estuaries, wetlands, ~~coastal~~coastal waters, and groundwater.

*Wetlands.* Coastal and freshwater wetlands, including wet meadows, marshes, swamps, and bogs, as defined and determined pursuant to M.G.L. c. 131, § 40 and 310 CMR 10.00 et seq.

Sec. 17-~~32~~. - Purposes, objectives and intent.

Increased and contaminated stormwater runoff is a major cause of impairment of water quality and flow in lakes, ponds, streams, rivers, wetlands and groundwater; contamination of drinking water supplies; alteration or destruction of aquatic and wildlife habitat; and flooding. Regulation of illicit connections and discharges to a the municipal storm drainage system is necessary for the protection of the city's water bodies and groundwater, and to safeguard the public health, safety, welfare and the environment.

The purposes, objectives and intent of this chapter are as follows:

- (a) *Detection and elimination of illicit discharges, connections and/or obstructions.*
  - (1) To minimize adverse impacts resulting from stormwater runoff;

- (2) To prevent pollutants from entering storm drainage systems ~~the city's municipal separate storm sewer system (MS4)~~ and Waters of the Commonwealth of Massachusetts;
  - (32) To prohibit illicit discharges, connections and obstructions to ~~the~~ storm drainage systems ~~MS4~~;
  - (43) To require the removal of all such illicit discharges, connections and/or obstructions;
  - (54) To comply with state and federal statutes and regulations relating to stormwater discharges; and
  - (65) To establish the legal authority to ensure compliance with the provisions of this chapter through inspection, monitoring, and enforcement.
- (b) *Control of construction and post-construction run-off.*
- (4) To ~~encourage~~ require that the use of nonstructural stormwater management practices ~~or (i.e., "low-impact development" practices (LID) and numerous related BMPs) are incorporated into the design", wherever practicable;~~
  - (6) To prevent pollutants from entering ~~the city's municipal separate~~ storm sewer drainage system ~~and Waters of the Commonwealth. (MS4).~~

Sec. 17-4. - Applicability.

- (1) ~~Municipal separate storm sewer system (MS4)~~ Storm drainage systems and Waters of the Commonwealth of Massachusetts. This chapter shall apply to ~~flows all stormwater entering a storm drainage system or entering, directly or indirectly, into the city's municipal separate storm sewer system (MS4) and the~~ Waters of the Commonwealth of Massachusetts, except as explicitly exempted in this chapter or where the department of public services has issued a waiver in accordance with Sec. 17-14.
- (2) *Construction and post-construction activities.* ~~Any~~ This chapter applies to any construction and/or land-disturbance activity, including clearing, grading, and excavation that will disturb equal to or greater than ten thousand (10,000) square feet of land or will disturb less than ten thousand (10,000) square feet of land but is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than ten thousand (10,000) square feet of land in the City of Newburyport.

After the initial common plan construction activity is completed for a particular parcel, any subsequent development or redevelopment of that parcel would be regarded as a new plan of development. For example, after a house is built and occupied, any future construction on that lot (e.g., reconstructing after fire, adding a pool or parking area, etc.), would stand alone as a new common plan for purposes of calculating area disturbed to determine if a stormwater management permit is required. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or the original purpose of the site.

Sec. 17-6. - Regulations.

The department of public services may adopt and periodically amend rules and regulations, not inconsistent herewith, to effectuate the purposes of this chapter. Said regulations may include, but shall not be limited to provisions regarding: Administration; application requirements and fees; permitting procedures and requirements; design standards; surety requirements; inspection and site supervision requirements; waivers and exemptions; and enforcement procedures. ~~Said~~ These regulations shall be adopted within ninety (90) days of the effective date of this chapter in consultation with the stormwater advisory committee appointed by the mayor which must include a representative from the department of public services, the office of planning and development and the health department. Failure by the department of public services to adopt such rules and regulations or a legal declaration of their invalidity by a court of law shall not have the effect of suspending or invalidating this chapter.

Sec. 17-7. - Enforcement.

The department of public services shall enforce this chapter and any regulations, orders, violation notices, enforcement orders and permit conditions on behalf of the ~~city, and city and~~ may pursue all civil and criminal remedies for such violations pursuant thereto.

(2) Criminal Penalty. Any person who violates any provision of this chapter and/or any regulations, orders, violation notices, enforcement orders and permit conditions issued hereunder, shall be punished by a fine of \$300. Each day or part thereof that such violation occurs or continues to occur by failure to comply with an order or notice from the Department of Public Services shall constitute a separate violation.

(32) Orders.

a. The department of public services may issue a written order to enforce the provisions of this chapter and any regulations, orders, violation notices, enforcement orders and permit conditions hereunder, which may include requirements to:

(i) Cease and desist from construction or land disturbance until there is compliance with this chapter, and an approved ~~S~~stormwater ~~M~~management ~~P~~permit, including the ~~S~~stormwater ~~M~~management ~~P~~plan and the ~~E~~rosion and ~~S~~ediment ~~C~~ontrol ~~P~~plan;

(v) Elimination of illicit discharges, connections and/or obstructions to a storm drainage system~~the MS4~~;

(vi) ~~Performance~~ Elimination of discharges to a storm drainage system or, directly or indirectly, into a watercourse or into the waters of the commonwealth of monitoring, analyses, and reporting;

~~(3) Criminal Penalty. Any person who violates any provision of this chapter and/or any regulations, orders, violation notices, enforcement orders and permit conditions issued hereunder, shall be punished by a fine of three hundred dollars (\$300.00). Each day or part thereof that such violation occurs or continues to occur by failure to comply with an order or notice from the department of public services shall constitute a separate violation.~~

(4) ~~Non-criminal disposition.~~ As an alternative to criminal prosecution or civil action, the city may elect to utilize the noncriminal disposition procedure set forth in M.G.L. c. 40, § 21D and adopted by the city as a general ordinance <sup>4</sup> in which case the department of public services of the city shall be the enforcing person. The penalty for the 1st violation (failure to comply with an order or notice from the department of public services) shall be one hundred dollars (\$100.00). The penalty for the 2nd violation shall be two hundred dollars (\$200.00). The penalty for the 3rd and subsequent offenses shall be three hundred dollars (\$300.00). Each day or part thereof that such violation occurs or continues to occur shall constitute a separate offense.

(6) *Appeals.* Decisions or orders of the director of public services and department of public services shall be final. Further relief of a decision made under this chapter shall be reviewable in Superior Court in an action filed in accordance with M.G.L. c. 249, § 4.

(7) Remedies not exclusive. The remedies listed in this section are not exclusive of any other remedies available under any applicable federal, state or local law.

## ARTICLE II. - NON-STORMWATER DISCHARGES, CONNECTIONS AND OBSTRUCTIONS

### Sec. 17-8. - Prohibited activities.

(a) *Illicit discharges.* No person shall dump, discharge, spill, cause or allow to be discharged any pollutant or non-stormwater discharge into ~~the municipal separate~~ storm sewer-drainage system ~~(MS4), onto an impervious surface directly connected to a storm drainage system, or, directly or indirectly, into a watercourse, or~~ into the waters of the Commonwealth of Massachusetts.

(b) *Illicit connections.* No person shall construct, use, allow, maintain or continue any illicit connection to ~~the municipal~~ a storm drainage system, regardless of whether the connection was permissible under applicable law, regulation or custom at the time of connection.



- (c) *Obstruction of municipal storm drainage system.* No person shall obstruct or interfere with the normal flow of stormwater into or out of the municipal storm drainage system without prior written approval from the department of public services.

Sec. 17-9. - Exemptions.

The following exemptions are applicable to section 17-8:

- (a) Discharge or flow resulting from ~~fire fighting~~ fire fighting activities.
- (b) The following non-stormwater discharges or flows are exempt from the prohibition of non-stormwaters provided that the source is not a significant contributor of a pollutant to a the municipal storm drainage system or, directly or indirectly, the Waters of the Commonwealth of Massachusetts:

Sec. 17-11. - Notification of spills.

Notwithstanding other requirements of local, state or federal law, as soon as a person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of or suspects a release of materials at that facility or operation resulting in or which may result in discharge of pollutants to a storm the municipal drainage system or Waters of the Commonwealth of Massachusetts, the person shall take all necessary steps to ensure containment, and cleanup of the release. In the event of a release of oil or hazardous materials, the person shall immediately notify the fire and police departments, health department, and the department of public services. In the event of a release of nonhazardous material, the reporting person shall notify the department of public services no later than the next business day. The reporting person shall provide to the department of public services written confirmation of all telephone, facsimile or in-person notifications within three business days thereafter. If the discharge of prohibited materials is from a commercial or industrial facility, the facility owner or operator of the facility shall retain on-site a written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

ARTICLE III. - CONSTRUCTION AND POST CONSTRUCTION STORMWATER MANAGEMENT OF NEW DEVELOPMENTS AND REDEVELOPMENTS

Sec. 17-12. - Permit required.

No person may undertake any construction and/or land-disturbance activity ~~(as defined stated in subsection 17-4(2), "applicability")~~, without first obtaining a including clearing, grading, and excavation that will disturb equal to or greater than ten thousand (10,000) square feet of land or will disturb less than ten thousand (10,000) square feet of land but is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than ten thousand (10,000) square feet of land in the City of Newburyport without a stormwater management permit from the department of public services pursuant to this Article this chapter and regulations promulgated hereunder.

Sec. 17-13. - Exemptions.

The following exemptions are applicable to section 17-12:

- (3) Maintenance of existing landscaping, gardens or lawn areas associated with a ~~single family~~ single-family dwelling that will not alter existing terrain or drainage patterns;

Sec. 17-14. - Waivers.

The following exemptions are applicable to section 17-12:

- (a) The director of public services may waive strict compliance with any requirement of section 17-12, or the rules and regulations promulgated hereunder, where:
  - (1) allowed by federal, state and local statutes and/or regulations;

(2) ~~Is such action is~~ in the public interest; and

(32) ~~Is~~ not inconsistent with the purpose and intent of this chapter, ~~and~~

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Councillor Afroz K. Khan

**In City Council November 8, 2021:**

Motion to refer to Neighborhood & City Services by Councillor Khan, seconded by Councillor Wallace. So voted.

**In City Council December 13, 2021:**

Motion to invoke Rule 7H to move collectively to the next City Council Session by Councillor Connell, seconded by Councillor Devlin. So voted.

**In City Council April 25, 2022:**

Motion to approve on first reading by Councillor Wallace, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

May 9, 2022

### AN ORDINANCE TO UPDATE THE AUTHORIZED USES OF DEPARTMENTAL REVOLVING FUNDS

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 for Chapter 2 – Administration, Article VI – Finance, Section 2-394. There amendments are to read as follows, with deletions double-stricken-through and bolded, and additions double-underlined and bolded:

#### CHAPTER 2 – ADMINISTRATION

#### ARTICLE VI. – FINANCE

#### **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, and
  - 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> <del>Fiscal Year</del>
Council on Aging	Director of Council on Aging	Program fees	Senior citizen programs	<del>Fiscal Year</del> <b>2019 and subsequent years</b>
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	<del>Fiscal Year</del> <b>2019 and subsequent years</b>
Historical Commission	Director of Planning & Development	Application fees	Administration of the Historical Commission operations, including office supplies and technical assistance	<del>Fiscal Year</del> <b>2019 and subsequent years</b>
Electrical Inspector	Building Commissioner	Electrical permit fees	<del>Electrical Inspector's salary and related expenses</del> <u>Charges and/or salaries for Wiring Inspector, Assistant Wiring Inspector, Building Inspector and related supplies and equipment for the department</u>	<del>Fiscal Year</del> <b>2019 and subsequent years</b>
Plumbing Inspector	Building Commissioner	Plumbing permit fees	<del>Plumbing Inspector's salary and related expenses</del> <u>Charges and/or salaries for Plumbing Inspector, Assistant Plumbing Inspector, Building Inspector and related supplies and equipment for the department</u>	<del>Fiscal Year</del> <b>2019 and subsequent years</b>
Gas Inspector	Building Commissioner	Gas permit fees	<del>Gas Inspector's salary and related expenses</del> <u>Charges and/or salaries for Gas Inspector, Assistant Gas Inspector, Building Inspector and related supplies and equipment for the department</u>	<del>Fiscal Year</del> <b>2019 and subsequent years</b>



<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
Disabilities Commission	<u>Americans with Disabilities Act (ADA) ADA</u> Coordinator	Handicapped parking fines <u>and Massachusetts Architectural Access Board (MAAB)/ADA enforcement fines</u>	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	<del>Fiscal Year 2019 and subsequent years</del>
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	<del>Fiscal Year 2019 and subsequent years</del>
Transient Vendors	Director of Public Health	<del>License Permit</del> fees	<del>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</del> <u>Offset Health Department expenses associated with special events, including, but not limited to, festivals, farmers markets, and temporary events</u>	<del>Fiscal Year 2019 and subsequent years</del>
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	<del>Fiscal Year 2019 and subsequent years</del>
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	<del>Fiscal Year 2019 and subsequent years</del>

<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> <del>Fiscal Year</del>
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	<del>Fiscal Year</del> <b>2019 and subsequent years</b>
<del>Medicare/Medicaid</del> <u>Health Programs</u>	Director of Public Health	<del>Program fees and</del> reimbursements <del>charged to from</del> the state or federal Medicare/Medicaid programs	<del>Maintain emergency planning programs and allow response to emergencies, as well as, offset City</del> Expenses associated with carrying out Health Department activities <b>and programs</b>	<del>Fiscal Year</del> <b>2019 and subsequent years</b>
Veterans <del>Benefits</del> <u>Services</u>	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	<del>Fiscal Year</del> <b>2019 and subsequent years</b>
City Hall Maintenance	Director of Public Services	Fees and charges paid to the City for the use and rental of City Hall facilities <del>by outside groups, organizations and individuals</del>	Expenses associated with City Hall <u>event coordination</u> , maintenance, repairs, renovations, upkeep and security	<del>Fiscal Year</del> <b>2019 and subsequent years</b>
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 <u>event coordination</u> , maintenance, repairs, renovations, upkeep and security at the Senior Community Center	<del>Fiscal Year</del> <b>2019 and subsequent years</b>

<u><b>A</b></u> <b>Revolving Fund</b>	<u><b>B</b></u> <b>Department, Board, Committee, Agency or Officer Authorized to Spend from Fund</b>	<u><b>C</b></u> <b>Fees, Charges or Other Receipts Credited to Fund</b>	<u><b>D</b></u> <b>Program or Activity Expenses Payable from Fund</b>	<u><b>E</b></u> <b><del>Fiscal Year</del></b>
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	<b><del>Fiscal Year</del> 2019 and subsequent years</b>
Solid Waste	Recycling/Energy Manager	Fees collected for use of the Yard Waste Facility, charges for disposal of household hazardous waste, bulk item/mattress disposal fees and recycling fees	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	<b><del>Fiscal Year</del> 2019 and subsequent years</b>
Assessor's Office	Assessor	Fees charged by the Assessor's Office for records requests and abutters lists	Office supplies and equipment	<b><del>Fiscal Year</del> 2019 and subsequent years</b>

Submitted:

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



# CITY OF NEWBURYPORT

IN CITY COUNCIL

ORDERED:

May 9, 2022

## AN ORDINANCE AMENDING THE CITY CODE TO REPLACE REQUIRED “GHG PROTOCOL” REPORTING FOR SIGNIFICANT CITY PROJECTS WITH A “NET ZERO” GOAL AND FACILITY-SPECIFIC ANALYSIS OF PROJECTED ENERGY USAGE

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

That the City of Newburyport Code of Ordinances be amended by deleting Section 5-48 in its entirety and replacing said section with the following:

### Sec. 5-48. – Net Zero Energy Goals & Municipal Facility Design.

- (a) Purpose. The purpose of this Section 5-48 is to promote the policy of the City of Newburyport that its municipal facilities (buildings, structures or facilities): (i) consume the minimum amount of energy, with an ideal of “net zero energy” for each individual facility and when measured across the City’s entire portfolio of facilities; and (b) that the construction, maintenance, and operation of its facilities result in the minimal emission of greenhouse gases (GHG) associated with such energy usage.
- (b) Definitions. The following definitions apply under this Section 5-48.
  - i. City shall mean the City of Newburyport, Massachusetts.
  - ii. Greenhouse Gas (GHG) shall mean any of the following gases: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride.
  - iii. Gross Floor Area shall mean gross floor area as that term is defined under the Zoning Ordinance of the City of Newburyport, Massachusetts.
  - iv. Net Zero Energy shall mean a condition when the actual, annual energy usage of a facility is less than or equal to the Renewable Energy generated and/or exported from the subject facility and/or site.

Commented [AP1]: As indicated by the title of this Ordinance amendment, its purpose is to replace a 2021 Ordinance requiring more complicated Greenhouse Gas (GHG) reporting (originally designed for state review of large-scale projects) with:

(a) an explicit “net zero energy” goal for the City, and for individual facilities/projects;

(b) a simplified reporting standard for each project to ensure related factors (e.g. energy efficiency/net zero goals) are considered early in the design phase; and

(c) a requirement that new projects utilize the electric grid for any projects that cannot be made “net zero” on their own, to ensure the City’s ability to offset this energy usage through off-site renewable energy sourcing, rather than use of fossil fuels (oil/natural gas).

Commented [AP2]: This purpose section is largely identical to the GHG Protocol Ordinance previously adopted, adjusted here only slightly.

Commented [AP3]: This section now includes only those definitions from the original GHG Ordinance that are integral to the newly simplified version here.

- v. Significant City Project shall mean: (A) the design and/or construction of a municipal facility having a Gross Floor Area of five thousand (5,000) or more square feet; (B) expansion or enlargement of an existing facility so as to increase its Gross Floor Area by five thousand (5,000) or more square feet; or (C) Substantial rehabilitation of a building or structure having, or to have after rehabilitation, a Gross Floor Area of more than ten thousand (10,000) square feet.
- vi. Substantial Rehabilitation shall mean alterations, extension, reconstruction, or repairs to a facility within any period of twelve (12) months that together re estimated to cost more than fifty percent (50%) of the equivalent assessed value of the subject facility, as if such facility were assessed as private property rather than exempt municipal property.
- (c) Design and Engineering Contracts and RFPs. Every design or engineering contract entered into by the City, as well as any Request for Proposals (RFP) issued by the City, for a Significant City Project shall require the design or engineering contractor, or a subcontractor associated with them, to demonstrate experience within the past three (3) years designing facilities to Net Zero Energy usage and/or Net Zero Energy goals, and such experience shall be included among the criteria used by the City to award any such contract or select a respondent under any such RFP. Any design or engineering contract entered into by the City for such projects, including those issued prior to the effective date of this Ordinance, may be modified by contract amendment or Change Order to add the aforementioned qualifications and experience to the design team, and the scope of work or analysis described in Section (d) below, in relation to the subject project and facility.
- (d) Projected Facility Energy Usage & On-Site Generation Analysis. Every Significant City Project shall be designed with the explicit goal of Net Zero Energy usage, both for the subject facility individually, and as part of the City's overall portfolio of municipal facilities. In order to achieve this objective the architectural and/or engineering team responsible for the design of such facilities shall be required to provide to the City, under their applicable contract and scope of work, a report summarizing the following key information:
  - i. Methods used to increase energy efficiency of the facility, such as LED lighting fixtures, low consumption HVAC equipment, increased insulation, etc.
  - ii. Methods studied and/or utilized to facilitate any feasible on-site renewable energy generation for the proposed facility, such as solar, geothermal, wind, biomass, hydro, ocean thermal, wave action and tidal action etc.
  - iii. Projected annual energy usage for the proposed facility, based on its design and equipment specifications, in particular those elements requiring heavy energy usage, and including but not limited to heating, cooling, ventilation, domestic hot water, indoor and outdoor lighting, plug loads, process energy, elevators and conveying systems.
  - iv. Projected annual on-site energy generation from the methods included in this facility under (ii) above.

Commented [AP4]: This would address the design of projects already moving ahead under existing consultant contracts (e.g. Cutter/West End Fire Station, Market Landing Park Visitor Center/Restroom Facility).

- v. The net difference between annual on-site energy generation and on-site energy consumption (iv and iii above, respectively) representing the total excess energy required from the electrical grid to operate the subject facility.

The report hereunder shall be provided forthwith to the Mayor, City Council and Energy Advisory Committee (EAC) for consideration during the design phase of any Significant City Project. And while this Section 5-48, and the reporting requirements herein, do not apply to smaller scale projects, all City officials are encouraged to implement a similar energy analysis and net zero energy goal during the design phase of any municipal project. Any request for funding to design a Significant City Project shall include reference to such reports (if already available) or confirmation of the proposed timeline for subsequent report preparation and submission in accordance with this Section 5-48.

- (e) Sourcing of Off-Site Renewable Energy. All Significant City Projects shall be designed to utilize the electric grid for any energy required for facility operation which cannot be provided on-site through renewable energy sources. Such sourcing will ensure that the City can offset remaining energy usage through renewable energy sourcing on the applicable electric grid.
- (f) Exemptions. This Section 5-48 shall not apply to: (A) routine maintenance of municipal facilities; and (B) those Significant City Projects for which the City's Director of Planning and Development has issued a written determination that insignificant energy usage is reasonably expected for the subject Project or facility.

Commented [AP5]: This provision is new and addresses another concern raised by the Energy Advisory Committee (EAC) which was not covered explicitly in the prior GHG Ordinance. This provision/section would not apply to private projects, only municipal projects.

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Councillor Bruce L. Vogel



## **COMMITTEE ITEMS**

# **Committee Items-May 9, 2022**

## **Budget & Finance**

### ***In Committee:***

- TRAN00124\_04\_11\_2022 RRFA Sale of Municipal Buildings \$30K to  
NYS Center Schematic Design \$30K (COTW)
- ORDR00344\_04\_25\_2022 Harbormaster Truck Appropriation
- ORDR00346\_04\_25\_2022 Brown School Fund Establishment
- ORDR00347\_04\_25\_2022 Brown School Fund Appropriation
- ORDR00348\_04\_25\_2022 Brown School Loan Order



# CITY OF NEWBURYPORT FY 2022

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

## TRANSFER/APPROPRIATION REQUEST

APR 11 3:52 PM

**Department:** Mayor's Office

**Submitted by:** Sean R. Reardon, Mayor

**Date Submitted:** 4/11/2022

**Transfer From:**

Account Name:	RRFA Sale of Municipal Buildings	Balance:	\$ 693,500.00
Account Number:	2760-59630	Category:	\$ -
Amount:	\$30,000.00	Trans I/O:	\$ -

**Why Funds Are Available:**

Proceeds from the sale of the former Kelley School.

**Transfer To:**

Account Name:	NYS Center Schematic Design	Balance:	\$ -
Account Number:	3907-49700	Category:	\$ -
Amount:	\$30,000.00	Trans I/O:	\$ -

**Why Funds Are Needed:**

To fund schematic design services for a proposed Newburyport Youth Services Center at 59 Low Street, as well as, a conceptual design for space at the Brown School. See attached explanatory memorandum and proposed scope of work.

Sean R. Reardon, Mayor:

Date:

4/5/2022

Ethan R. Manning, Auditor:

Date:

4/5/22

City Council Action:

## CITY OF NEWBURYPORT



## IN CITY COUNCIL

**ORDERED:**

April 25, 2022

**THAT**, the City Council of the City of Newburyport, at the recommendation of the Harbor Commission and Mayor, authorizes an appropriation from Harbormaster Retained Earnings in the amount of \$60,000 to purchase a new heavy duty truck for use by the department.

**FURTHER, THAT**, the City Council hereby rescinds the following amounts that have been authorized to be borrowed through lease purchase financing agreements, but which are no longer needed for the purpose(s) for which they were originally approved:

<u>Equipment/capital asset</u>	<u>Borrowing Amount</u>	<u>Maximum Term</u>	<u>Authorized Department</u>
Heavy Duty Truck	\$60,000	5 years	Harbormaster

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 Councillor Sharif I. Zeid
**In City Council April 25, 2022:**

Motion to refer to Budget & Finance by Councillor Zeid, seconded by Councillor McCauley. Roll call Vote. 11 yes. Motion passes.

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

April 25, 2022

**THAT** the City Council of the City of Newburyport hereby establishes, by a two-thirds vote, a Brown School Improvements Stabilization Fund in accordance with Massachusetts General Laws Chapter 40, Section 5B. Said fund shall be utilized in making improvements to the former Brown School for future general public use, including, but not limited to, the section of the current building that contains the gymnasium, locker room and bathroom space. Appropriations into the Fund are done by a majority vote of the City Council, while appropriations out of the Fund require a two-thirds vote of the City Council.

---

Councillor Sharif I. Zeid

### **In City Council April 25, 2022:**

Motion to refer to Budget & Finance and COTW by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### **ORDERED:**

April 25, 2022

**THAT** the City Council of the City of Newburyport, at the recommendation of the Mayor, hereby appropriates \$125,000 from Free Cash to the Brown School Improvements Stabilization Fund. In accordance with Massachusetts General Laws Chapter 40, Section 5B, appropriations into a stabilization fund are done by a majority vote, while appropriations out of a stabilization fund require a two-thirds vote.

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Councillor Sharif I. Zeid

### **In City Council April 25, 2022:**

Motion to refer to Budget & Finance and COTW by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.



# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### **ORDERED:**

April 25, 2022

**THAT**, \$225,000 is appropriated to pay costs of making improvements to the former Brown School for future general public use, including, but not limited to, the section of the current building that contains the gymnasium, locker room and bathroom space, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote.

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Councillor Sharif I. Zeid

### **In City Council April 25, 2022:**

Motion to refer to Budget & Finance and COTW by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.

# **Committee Items-May 9, 2022**

## **General Government**

### ***In Committee:***

- ORDR00319\_02\_14\_2022 Kelly School Funds Order (COTW)
- ORDR00340\_04\_11\_2022 Fair Share Resolution (COTW)
- COMM00402\_04\_11\_2022 12 Cushing Ave Paper St. Inquiry

# CITY OF NEWBURYPORT



IN CITY COUNCIL

## ORDERED:

February 14, 2022

### **ORDER AMENDING PREVIOUS COUNCIL ORDER IN REGARD TO THE ALLOCATION OF PROCEEDS FROM THE SALE OF THE MUNICIPAL PROPERTY KNOWN AS THE FORMER ELBRIDGE G. KELLEY SCHOOL**

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

**WHEREAS**, the Newburyport Youth Services Department was moved to their first independent operational facility at the former Elbridge G. Kelley School ("Kelley School"), located at 151 High Street, after it was formally closed by School Committee vote on April 23, 2007; and

**WHEREAS**, the Newburyport Youth Services Department relocated to the Brown School Site from the former Kelley School in 2014 and operated there within the gymnasium and the ground floor of the schoolhouse building, together as the "Newburyport Rec Center" until the building was closed due to the failed heating system in October 2021; and

**WHEREAS**, in June 2014, the City Council designated the Kelley School as surplus property including language stating that the *"...proceeds from the sale or lease of the property to be used at the discretion of the Mayor, for either supplementing the School Department budget or for the purposes of funding capital improvements required at the Brown School necessary for the conversion of this facility to function (in part) as the Newburyport Youth Services facility"*; and

**WHEREAS**, the City of Newburyport administration and Director of Newburyport Youth Services have been conducting efforts towards securing the necessary funding and location for a permanent facility for the department; and

**WHEREAS**, the proceeds from the sale of the Kelley School (sold on October 3, 2016 for \$750,000) has a balance of \$695,500 (with \$54,500 already spent by approval of the City Council on May 13, 2019 for

Newburyport High School exterior woodwork), represents available funds that are limited as to use by the original order language from 2014;

**THEREFORE, IT IS ORDERED THAT** the Council hereby amends that Council Order dated May 19, 2014 relative to the former Kelley School, adopted on June 6, 2014 (*a copy of which is attached hereto*) to provide instead that “*...the proceeds from sale of the property may be used, at the discretion of the Mayor, ~~for either supplementing the School Department budget or for the purposes of funding capital improvements required at the Brown School necessary for the conversion of this facility to function (in part) as the Newburyport Youth Services facility~~ for any and all costs associated with the establishment of a location for the Newburyport Youth Services (NYS) Department, consistent with its departmental mission.*”

**IT IS FURTHER ORDERED THAT** all other terms of said Original Council Order shall remain unaltered by this amendment.

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Councilor Afroz K. Khan

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Councilor Edward C. Cameron, Jr.

**In City Council February 14, 2022:**

Motion to refer to General Government by Councillor Khan, seconded by Councillor Cameron. Roll call vote. 8 yes, 3 no (BL, JM, SZ). Motion passes

**In City Council April 25, 2022:**

Motion to remove, and refer back to General Government and COTW by Councillor Shand, seconded by Councillor Zeid. Roll call vote. 11 yes. Motion passes.

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

**April 11, 2022**

### **Newburyport City Council Resolution in Support of the Fair Share Amendment**

**WHEREAS**, the best way to help working families and build a strong economy for all is to make sure that we have quality public schools for our children, affordable public higher education, and a reliable transportation system; and

**WHEREAS**, as we recover from the pandemic and in the future, new state revenue is necessary to improve our public schools and pre-K programs; rebuild crumbling roads, bridges, sidewalks, and bike paths; make high-quality public higher education affordable; and invest in fast and reliable public transportation; and

**WHEREAS**, student mental health concerns are on the rise, requiring schools to expend more resources ensuring the well-being of all students; and

**WHEREAS**, the numbers of students receiving special education services is growing, requiring schools to expend more resources ensuring all children can access the curriculum; and

**WHEREAS**, major investments in public education are needed to help students recover academically, socially, and emotionally from the COVID-19 pandemic; and

**WHEREAS**, tuitions and fees at our public colleges are among the highest in the country, forcing students to take on enormous debt just to receive a degree; and

**WHEREAS**, the City of Newburyport's Capital Improvement Program projects \$16,405,947 in capital expenditures for schools over the next five years; and

**WHEREAS**, the disrepair of Newburyport's streets and sidewalk is of concern to our residents and the City of Newburyport's Capital Improvement Program projects \$14,309,000 in capital expenditures for road and sidewalk repairs over the next five years; and

**WHEREAS**, the Massachusetts Department of Revenue estimated in 2019 that the tax increase would generate \$1.9 billion of new revenue and affect just half of one percent of all filers; and

**WHEREAS**, in June 2021, with a vote of 159 in favor to 41 opposed, the Legislature's Constitutional Convention voted to place the Fair Share Amendment on the November 2022 statewide ballot, where it is now set to be decided on by the voters; and

**THEREFORE**, be resolved that the Newburyport City Council supports the proposed Fair Share Amendment that would create an additional tax of four percentage points on annual income above one million dollars and dedicate the funds raised by this tax to quality public education, affordable public colleges and universities, and for the repair and maintenance of roads, bridges, and public transportation.

Respectfully submitted,

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Councillor Edward C. Cameron Jr.

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Councillor Jennie L. Donahue

**In City Council April 11, 2022:**

Motion to refer to General Government and COTW by Councillor Cameron, seconded by Councillor Vogel. Roll call vote. 7 yes, 4 no (MW, SZ, BL, JM). Motion passes.



Newburyport City Council President  
Heather Shand  
60 Pleasant St  
Newburyport, MA 01950

04 April 2022

Christopher and Renee Heath  
12 Cushing Ave  
Newburyport, MA 01950

President Shand and Members of the City Council:

I am writing this letter to ask for the assistance of the Council regarding a "Paper Street" adjacent to my property at 12 Cushing Ave (lot 69-47 on the diagram) and my neighbor's property at 10 Cushing Ave (lot 69-49 on the diagram) (owner: Thomas & Ilene Grady). Several months ago, I started correspondence with Councillor Christine Wallace of Ward 4 regarding the process by which a homeowner/s could acquire this type of property. After meeting with Councillor Wallace and Rich Jones, the City Clerk, it was suggested that we first determine whether the property in question is owned or not by the City of Newburyport.

My wife and I are merely asking if the City of Newburyport could execute a title search to determine ownership of the way on Cushing Ave. Once it is determined who the rightful owner of the way is, we will then move forward or not with the Memorandum from the City Clerk's office following the Checklist for Disposition of Municipal Property. I have attached 2 photos to provide a better idea of the area in question.

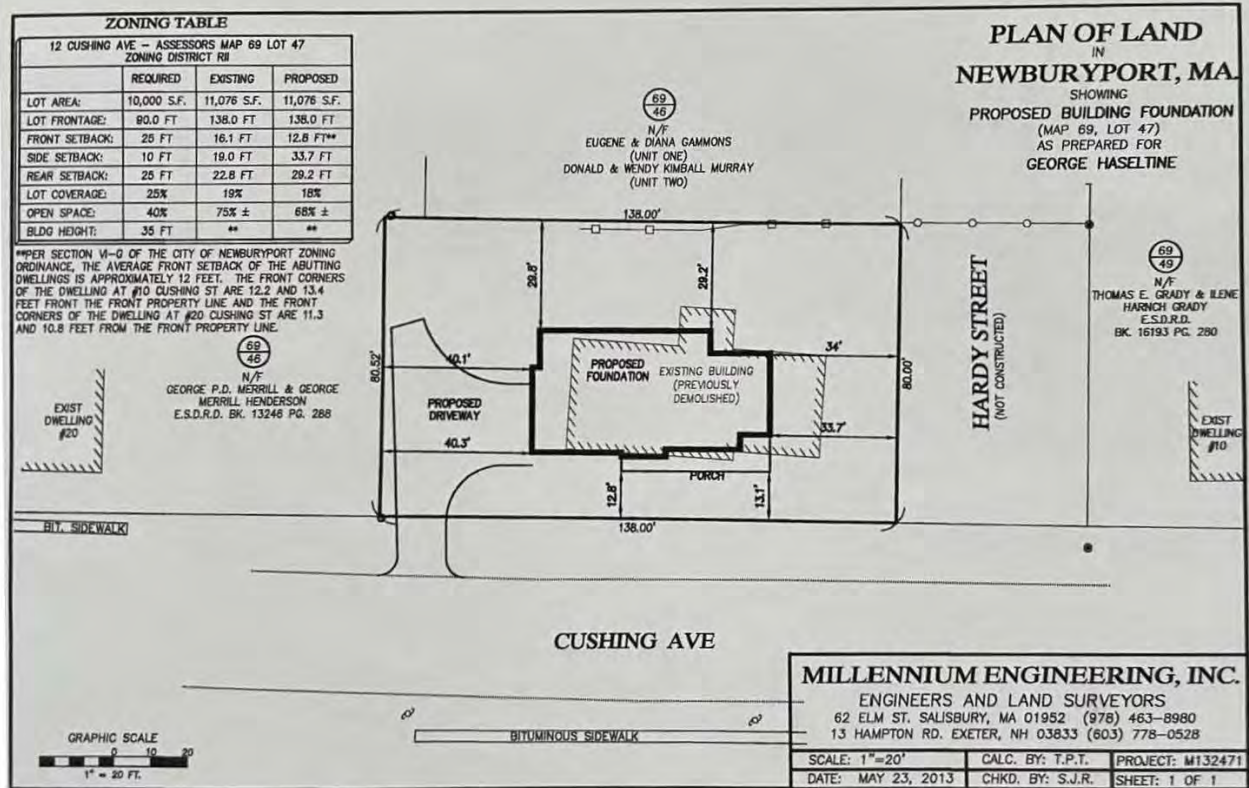
Please feel free to contact us at [heathrc@msn.com](mailto:heathrc@msn.com) or via cellphone at (503) 735-5470. Thank you for your assistance with this inquiry.

Sincerely,

Christopher Heath

Christopher Heath  
Renee Heath





# **Committee Items-May 9, 2022**

## **Planning & Development**

### ***In Committee:***

- ODNC00105\_02\_14\_2022 Zoning Amendment Business Park Uses (COTW)
- ODNC046\_01\_27\_2020 Zoning Amendment Short Term Rental Unit (STRU) (COTW)
- ORDR00330\_03\_28\_2022 License Agreement between City and Friends of Plum Island Light
- ORDR00341\_04\_11\_2022 Blue Wave Solar Pilot Negotiation

## CITY OF NEWBURYPORT



## IN CITY COUNCIL

## ORDERED:

February 14, 2022

**AN ORDINANCE TO AMEND CERTAIN PROVISIONS OF THE NEWBURYPORT ZONING ORDINANCE, INCLUDING BUT NOT LIMITED TO THOSE USES PERMITTED WITHIN THE NEWBURYPORT BUSINESS PARK**

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

**THAT** Section V-D of the Newburyport Zoning Ordinance, entitled "Table of use regulations" is hereby amended to read as follows with respect to the specific uses so noted, with deletions ~~double-stricken through and in bold~~, and additions double-underlined and in bold:

USE	NUM	CON	HSR-A, HSR-B	R-1	R-2	R-3	B-1	B-2	B-3	I-1	I-1B	I-2	M	WMD	WMU
Community center	216	NP	NP	NP	P	NP	NP	NP	NP	<del>NP</del>	NP	NP	NP	NP	NP
Boat sales/ <del>service</del> <del>storage</del> /rental	701	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP	P	P
Marine equipment sales	703	NP	NP	NP	NP	NP	<del>NP</del> <u>SP</u>	<u>NP</u>	NP	NP	NP	NP	NP	P	P
Marine repair services	704	NP	NP	NP	NP	NP	NP	NP	NP	<del>NP</del> <u>SP</u>	<del>NP</del> <u>SP</u>	NP	NP	P	P
Marine manufacturing	705	NP	NP	NP	NP	NP	NP	NP	NP	<del>NP</del> <u>SP</u>	<del>NP</del> <u>SP</u>	NP	<del>NP</del>	NP	NP
Shipbuilding/repair	706	NP	NP	NP	NP	NP	NP	NP	NP	<del>NP</del> <u>SP</u>	<del>NP</del> <u>SP</u>	NP	NP	NP	NP



Canvas and canvas products	707	NP	NP	NP	NP	NP	NP	NP	NP	<del>NP</del> <u>SP</u> (i)	<del>NP</del> <u>SP</u> (i)	NP	NP	NP	NP
Seafood handling/distribution	708	NP	NP	NP	NP	NP	NP	NP	NP	<del>NP</del> <u>SP</u> (i)	<del>NP</del> <u>SP</u> (i)	NP	NP	P	SP
Marine retail	709	NP	NP	NP	NP	NP	<del>NP</del> <u>SP</u> (i)	<del>SP</del> <u>NP</u>	<del>SP</del> <u>NP</u>	NP	NP	NP	NP	P	P
<del>Indoor rack</del> Boat storage	711	NP	NP	NP	NP	NP	NP	NP	NP	<del>NP</del> <u>SP</u> (i)	<del>NP</del> <u>SP</u> (i)	NP	NP	P	P
Marina and related	712	NP	NP	NP	NP	NP	P	NP	NP	<u>NP</u>	<u>NP</u>	P	<u>NP</u>	P	P

## NOTES:

- (i) ~~Reserved. Within the I-1 District any Community center facility shall be located within five hundred feet (500') of an existing public school (Use 202).~~
- (i) ~~The planning board shall act as the designated special permit granting authority (SPGA) for this use.~~

AND FURTHER, THAT Section V-E of the Newburyport Zoning Ordinance, entitled "List of allowable uses" is hereby amended to read as follows with respect to the specific uses so noted, with deletions ~~double-stricken-through-and-in-bold~~, and additions double-underlined and in bold:

USE	NUM	DESCRIPTION
Boat sales, <del>service, storage</del> and rental	701	Boat sales, <del>service, storage,</del> and rental.
<del>Indoor rack</del> <u>Boat storage</u>	711	<del>Indoor</del> <u>Storage of boats, including rack storage</u>

AND FURTHER, THAT Section VII-B of the Newburyport Zoning Ordinance, entitled "Parking requirements" is hereby amended to read as follows with respect to the specific uses so noted, to be added therein with deletions ~~double-stricken-through-and-in-bold~~, and additions double-underlined and in bold:

USE	NUM	PARKING REQUIREMENT
<u>Community center</u>	<u>216</u>	<u>1 per 500 square feet of GFA</u>



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Councillor Heather L. Shand

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Councillor Constance Preston

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Councillor Bruce L. Vogel

**In City Council February 14, 2022:**

Councillor Lane recused. Motion to refer to Planning and Development by Councillor Vogel, seconded by Councillor Preston. Roll call vote. 7 yes, 3 no (JM, MW, SZ), 1 recused (BL). Motion passes.

**In City Council April 11, 2022:**

Motion to refer to Planning & Development and COTW by Councillor Cameron, seconded by Councillor Vogel. Councillor Lane recused. So voted. 1 no (JM), 1 recused (BL).

Amendment of the Whole 8-30-2021

Amended from Joint Planning Board & Planning and Development Committee on October 20, 2021 and  
P&D committee on November 3, 2021

P&D committee on November 17, 2021

Reconciliation with general law ordinance December 2, 2021

Amended Version Distributed on 2/11/2022

Amended Version Reviewed in Committee on 2/16/2022

Amended Version Distributed on 4/25/2022

[Amended Version Reviewed in Committee on 5/2/2022](#)

## CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

### **A ZONING AMENDMENT TO ALLOW SHORT-TERM RENTAL UNITS IN SPECIFIED DISTRICTS**

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

**THAT** the Zoning Ordinance of the City of Newburyport, Massachusetts (the “Zoning Ordinance”) be amended to insert a new row within Section V-D (Table of use regulations), as follows, with deletions ~~double-stricken-through~~, and additions double-underlined:

<u>USE</u>	<u>NUM</u>	<u>CON</u>	<u>HSR-A,</u> <u>HSR-B</u>	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>B-1</u>	<u>B-2</u>	<u>B-3</u>	<u>I-1</u>	<u>I-1B</u>	<u>I-2</u>	<u>M</u>	<u>WMD</u>	<u>WMU</u>
<u>Short Term Rental</u> <u>Unit (STRU)</u>	<u>111</u>	<u>NP<sup>(4)</sup></u>	<u>SP<sup>(k)</sup></u>	<u>P<sup>(l)</sup></u>	<u>P<sup>(l)</sup></u>	<u>P<sup>(l)</sup></u>	<u>P<sup>(l)</sup></u>	<u>P<sup>(l)</sup></u>	<u>P<sup>(l)</sup></u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP<sup>(4)</sup></u>	<u>NP<sup>(4)</sup></u>

- (k) The Zoning Board of Appeals shall be the Special Permit Granting Authority (SPGA) for this use in accordance with Section V-G. All STRU special permits shall lapse automatically after a period of three (3) years, shall be personal to the applicant, shall not be transferable, and shall not run with the land. In this context, “personal to the applicant” means that the special permit shall lapse sooner than the normal three-year duration if the applicant ceases to have a substantial ownership and use interest, direct or beneficial, in the STRU.
- (l) “P” for this use does **not** equate simply to Permitted “by-right.” Applicants for a Permit to operate a STRU shall submit an online application for a Request for Zoning Review by the Zoning Administrator. Only upon the approval and issuance of a positive written Zoning Determination by the Zoning Administrator is this use valid at a given location. This approval shall lapse annually. An applicant, or abutter within three hundred (300) feet consistent with MGL Chapter 40A Section 11, may appeal the Zoning Administrator’s Determination to the Zoning Board of Appeals via the Appeals process contained within Section X-H.5 of this Ordinance. Additionally, as further noted in Section V-G, this use requires the issuance of a valid License from the Licensing Commission pursuant to a related General Ordinance (Chapter 9, Article XI of the Newburyport Code of Ordinances).
- (m) Notwithstanding any conflicting provisions elsewhere in this Zoning Ordinance, including Section XXI (Plum Island Overlay District), a STRU shall be permitted within the Plum Island Overlay District, provided such STRU is consistent with the terms of Section V-G.

**THAT** the Zoning Ordinance further be amended to insert a new Section V-G, as follows, with deletions ~~double-stricken-through~~, and additions double-underlined:

#### **V-G – ~~RESERVED~~ SHORT-TERM RENTAL UNITS.**

- 1. Purposes.** The purposes of this Section V-G include:
- To define short-term rental use and regulate the use of short-terms rentals in the City:
  - To incorporate responsibly the growth of the so-called home-share industry into Newburyport’s existing neighborhoods by striking a fair balance between the preservation of

permanent housing, including affordable and moderately priced housing (with or without deed restrictions), and the flexibility required for residents to benefit from this new industry; and

c. To ensure that potential negative impacts from the use of residential properties as STRUs, including, but not limited to, impacts upon public health and fire safety, and due to increased trash, noise, traffic, and parking, do not create additional adverse impacts on neighborhood character or property values.

**2. Definitions.** Except as otherwise specified herein, all terms used in this Section V-G shall be as defined in 830 CMR 64G.00 (Room Occupancy Excise).

**Booking Agent:** Any natural person who, or entity that, facilitates reservations or collects payments for an STRU on behalf of or for an Operator.

**Emergency Contact:** A natural person who, in addition to the Operator, will be responsible to receive and act on complaints, problems or emergencies at an STRU.

**Enforcement Agent:** The person duly appointed by the City of Newburyport to investigate complaints and issue violation notices pursuant to the provisions of this Section V-G.

**Home-Share Rental Unit:** An STRU that is the Operator's Primary Residence and is rented as an STRU while the Operator is not personally and physically present overnight. The allowable occupancy of a Home-Share Rental Unit for use as an STRU shall be limited to a maximum of four (4) bedrooms and a maximum of eight (8) people.

**Licensing Board:** The Licensing Board of the City of Newburyport.

**Limited-Share Rental Unit:** An STRU that is the Operator's Primary Residence, and is rented as an STRU while the Operator is personally and physically present overnight. Occupancy of a Limited-Share Rental Unit shall be limited to a maximum of three (3) bedrooms for guests and a maximum of six (6) guests, and at least one (1) additional bedroom shall be exclusively used and occupied by the Operator while the STRU is in use by any guests. The operator and guests shall both have access to the same cooking facilities to be eligible.

**Operator:** A natural person who is an owner of record of the Residential Unit, or is legally authorized to act in relation to the STRU as the owner of record. Such owner may be, without limitation, an individual owner, alone or together with others, a trustee of a trust, a manager of an LLC, or an officer of a corporation. A natural person legally authorized to act for the record owner shall be duly designated by the licensing authority as the responsible party for an STRU. Only one natural person may be an Operator.

**Operator's Agent:** Any natural person who or entity that manages an STRU on behalf of an Operator, including a property manager, property management company, or real estate agency. Using an agent does not relieve the Operator of any of their duties to comply with every provision of this Section V-G.

**Owner-Adjacent Rental Unit:** An STRU that is not the Operator's Primary Residence but is located on the same Lot as the Primary Residence of, and is owned by said Operator, and is rented as an STRU while the Operator is personally and physically present overnight. The use of an Owner-Adjacent Rental Unit as an STRU shall be allowed in two-family or multi-family dwellings solely where all dwelling units making up such use are owned by the same, owner-occupant who also serves as the Operator of the Owner-Adjacent Rental Unit. For owner-occupied multifamily residential dwellings with three (3) or more dwelling units, in addition to the Residential Unit in which the Operator resides and uses as a Home Share and/or Limited-Share Rental Unit, the Operator shall offer only one Owner Adjacent Rental Unit as an STRU.

**Primary Residence:** The Residential Unit in which the Operator resides for no fewer than 183 days of every year and at which such residence the Operator holds a valid Massachusetts Driver's License or state-issued identification card, registers automobiles and is registered to vote.

**Registration Number:** A unique identification number generated by the Licensing Board for each registered STRU.

**Residential Unit:** A Residential Unit is a lawful dwelling unit that makes up all or part of the three (3) following principal residential uses as identified in this Zoning Ordinance: One-family (Use 101), Two-family (Use 102), Multifamily (Use 103), or such uses if contained within a mixed-Use structure (Use 405) in which the occupants must all have shared access to the same primary kitchen facility. For purposes of this Section V-G, the term "Residential Unit" shall not include any other use under this Zoning Ordinance, including, without limitation, Hotel, Lodging House, or Bed and Breakfast use.

**Short-Term Rental Registry:** The database of STRUs located within Newburyport and maintained by the Licensing Board in coordination with registration or other regulation of such use by the Commonwealth of Massachusetts. The location of STRUs within the City shall be made public, as may additional information in the Short-Term Rental Registry as required by law, or otherwise at the reasonable discretion of the Licensing Board.

**Short Term Rental Unit (“STRU”):** A Residential Unit used for residential occupancy for a period of fewer than thirty-two (32) consecutive days by a person or persons who do(es) not reside in the Residential Unit as their primary residence, in exchange for payment or other consideration. An STRU may or may not be offered or leased through a Booking Agent, and falls within one of three (3) exclusive categories: Home-Share Rental Unit, Limited-Share Rental Unit, or Owner-Adjacent Rental Unit. For purposes of this Zoning Ordinance, STRU use is an accessory use distinct from all other uses, including, without limitation, Hotel, Lodging House, and Bed and Breakfast use, and no portion of an STRU may also be classified as Hotel, Lodging House, or Bed and Breakfast use.

**Zoning Administrator (ZA).** The Zoning Enforcement Officer of the City of Newburyport has the authority to review a Request for Zoning Review and to issue a Zoning Determination in accordance with this Section.

**3. Specific districts where permitted.** STRU use meeting the definition of either Home-Share Rental Unit, Limited-Share Rental Unit, or Owner-Adjacent Rental Unit may be permitted by the ZA with the issuance of a positive Zoning determination, solely within those zoning districts so noted in the Section V-D “Table of use regulations” and may be permitted by special permit from the Zoning Board of Appeal solely within those zoning districts so noted within said Section V-D, all in accordance with this Section V-G. All STRU special permits shall lapse automatically after a period of three (3) years, shall be personal to the applicant, shall not be transferable, and shall not run with the land. In this context, “personal to the applicant” means that the special permit shall lapse sooner than the normal three-year duration if the applicant ceases to have a substantial ownership and use interest, direct or beneficial, in the STRU.

**4. Requirements and restrictions.** Each STRU shall comply with the following requirements:

a. **Application for either a Request for Zoning Review or a Special Permit.** Each application for an STRU Zoning Review and/or special permit shall include all of the following information, as applicable:

- i. Name, address, primary phone number and secondary phone number of both the Operator and the Emergency Contact, if different;
- ii. Evidence that the Operator is the record owner of the STRU (e.g. an Assessors Card), or is legally authorized to act in relation to the STRU as the record owner;
- iii. Address of the STRU;
- iv. The zoning district(s) of the STRU;
- v. STRU category: Limited-Share Rental Unit; Home-Share Rental Unit; or Owner-Adjacent Unit;



- vi. Massachusetts Department of Revenue identification number, if already obtained;
- vii. ~~Survey and/or plot~~Public record site plan (e.g. an export from the online municipal Geographic Information System or "GIS") that indicates:

- 1. Existing structure(s) at the property;
- 2. Location of any proposed STRU; and
- 3. Off-street (on or off-site) parking area(s) to accommodate all uses of the property, including the proposed STRU, with documentation of adequate control over any parking spaces proposed off-site (e.g. lease agreement, easement, etc.);

- viii. Interior layout plan(s) (e.g. a marked up Assessors Card with schematic floor plan), showing:

- 1. The bedroom(s) proposed for use by STRU guests, the Operator, and any other person occupying the proposed STRU; and
- 2. The location of kitchen facilities and/or bathrooms for use by occupants; and

b. **Approval Criteria for either a Request for Zoning review or a Special permit.**  
Following the review procedures listed in section X-H, the Zoning Board of Appeal may approve an STRU special permit if it determines that the project meets the following criteria specific to STRUs, and also the special permit criteria of Section X-H.7:

- i. The Operator has certified, on and as part of the applicable application form, under penalty of perjury, that all of the following are true:

- 1. Except within the Plum Island Overlay District (PIOD), in the case of a Home Share Rental Unit or Limited Share Rental Unit, the Residential Unit is the Operator's Primary Residence, and in the case of the Owner Adjacent Rental Unit, the STRU is located on the same Lot as the Operator's Primary Residence;

- A. The Operator has established Primary Residence by submitting to the Zoning Board of Appeal a certification signed under penalty of perjury that the Operator either (I) has resided in the Residential Unit for no fewer than 183 days of the previous year, or (II) intends to reside in the Residential Unit for no fewer than 183 days of the year-long period of registration;

- B. Such certification has been accompanied by at least two (2) of the following documents: evidence of valid voter registration,

evidence of valid motor vehicle registration, a valid driver's license, or a valid state-issued identification card;

2. The Operator is the record owner of the Residential Unit offered as an STRU, or is legally authorized to act in relation to the STRU as the record owner; and
  3. Offering the Residential Unit as an STRU complies with all applicable deed restrictions, mortgage covenants, condominium bylaws, or other governing legal documents;
- ii. The Operator has provided their name and contact information (including a telephone number), and, in the event the Operator is unable to respond in person to any problems or emergencies that may arise regarding the STRU when it is being occupied by guests, the name and contact information (including a telephone number) of the Emergency Contact.
  - iii. No STRU subject to the application is subject to any outstanding building, sanitary, zoning, or fire code notices of violation, orders of abatement, stop work orders, or other any requirements, laws or regulations that concerns the STRU or may in any manner impede or prohibit the Operator from offering the Residential Unit as a Short-Term Rental in compliance with this Section V-G, Article XI of Chapter 9 of the Newburyport Code, and all permits and approvals issued thereunder;
  - iv. The Operator will make those specific physical improvements within the structure, or otherwise on the premises, as identified in the drawings submitted with the special permit application, and as required by the Building Commissioner, Fire Prevention Officer, Board of Health and/or Zoning Administrator to achieve compliance with applicable law
  - v. In the B-2 and B-3 zoning districts, the STRU subject to the application will be located solely above the first floor of the structure.
  - vi. There will be no external, physical evidence of the STRU to differentiate it in appearance from the single-family, two-family, or multi-family residential premises in which it is located , nor from other residential properties similarly situated.
  - vii. The STRU will not create excessive noise, fumes, odor, dust, vibration, heat, glare, or electrical interference.
  - viii. The parking requirements for a Short Term Rental Unit shall be in accordance with the following:
    1. Where the existing Residential Use is legally nonconforming as to the off-street parking requirements of this ordinance, such nonconformity

may be maintained and only the additional parking spaces required for the STRU guest bedroom(s) need be provided. In such instances no Special Permit for nonconformities shall be required for the alteration of said parking count in conjunction with a valid STRU.

2. Within the Plum Island Overlay District (PIOD) no additional off-street parking shall be required to operate a STRU use.
  3. All required parking for STRU use shall be located off-street and on-site, except that off-site, off-street parking may be allowed in the Downtown Overlay District as provided under Section VI-A of this ordinance.
  4. An "Owner-Adjacent Rental Unit" shall have one additional parking space for the STRU use, regardless of the number of guest bedrooms, in addition to any parking required for the underlying use (including any legally preexisting parking nonconformity pursuant to subsection V-G(4)(b)viii(1) above).
  5. For a "Home-Share Rental Unit" no additional parking shall be required beyond the underlying single-family use (including any legally preexisting parking nonconformity pursuant to subsection V-G(4)(b)viii(1) above).
  6. A "Limited-Share Rental Unit" shall have one additional parking space per guest bedroom, in addition to any parking required for the underlying use (including any legally preexisting parking nonconformity pursuant to subsection V-G(4)(b)viii(1) above).
- ix. The Operator has demonstrated their ability to comply with all requirements of this Section V-G.
- c. **No visible advertising.** All forms of display and/or advertising of the STRU use open to view from outside the lot shall be prohibited
- d. **Operator mandatory.** Only an Operator may offer an STRU for rent.
- e. **No more than one STRU at once.** Except in the PIOD, and as is otherwise provided for Owner-Adjacent Rental Units, no Operator may offer more than one STRU at a time. Multiple bedrooms within the same dwelling unit may not be listed as separate STRU listings.
- f. **No parking variances.** Notwithstanding anything in this Zoning Ordinance to the contrary, variances regarding parking for STRU use are forbidden.
- g. **Compliance with all applicable laws.** The Operator shall comply with all applicable federal, state and local laws and regulations, including, but not limited to: the Fair Housing Act, M.G.L .c. 151B and local equivalents and regulations related thereto; fire codes;

health codes; the Commonwealth's lodging house licensing statutes; Article XI of Chapter 9 of the Newburyport Code; and all other regulations applicable to residential dwellings and the provision of lodging.

h. **No discrimination.** The Operator shall not discriminate between or against guests on the basis of race, color, religious creed, national origin, immigration status, sex, age, ancestry, sexual orientation, gender identity and expression, marital, family or military status, or source of income or disability with respect to housing, employment, education, public accommodations, City services, insurance, banking, credit, and healthcare;

i. **Registration number.** The Operator shall include the registration number issued by the Licensing Board on any listings offering the Residential Unit as an STRU, including by Booking Agents when their policies so permit, and shall, in all cases, post a sign inside such Residential Unit providing information on the location of all fire extinguishers, fire exits, and pull fire alarms in such Residential Unit

j. **Occupancy and use limitations.**

i. **Limited-Share Rental Units:**

1. A Limited-Share Rental Unit shall be the Operator's Primary Residence.
2. There is no limitation on the number of days per year that an Operator may make a Limited-Share Rental Unit available for occupancy.
3. Occupancy of a Limited-Share Rental Unit shall be limited to a maximum of three (3) bedrooms for guests and a maximum of six (6) guests, and at least one (1) additional bedroom shall be exclusively used and occupied by the Operator during the pendency of the use by STRU guests.

ii. **Home-Share Rental Units:**

1. A Home-Share Rental Unit shall be the Operator's Primary Residence.
2. Except within the PIOD, the total number of days the Home-Share Rental Unit is occupied when the Operator is not physically present overnight shall not exceed a total of ninety (90/120) days per each calendar year.
3. Occupancy of a Home-Share Rental Unit shall be limited to a maximum of four (4) bedrooms and a maximum of eight (8) people.

iii. **Owner-Adjacent Rental Units:**

1. The STRU shall be located on the same lot as the Operator's Primary Residence.

2. There is no limitation on the number of days per calendar year that an Operator may make an Owner-Adjacent Rental Unit available for occupancy.
3. The use of an Owner-Adjacent Rental Unit as an STRU shall be allowed in two-family or three-family dwellings solely where all dwelling units making up such use are owned by the same owner-occupant who also serves as the Operator of the Owner-Adjacent Rental Unit.
4. Except within the PIOD, for owner-occupied multifamily residential dwellings with three (3) or more dwelling units, in addition to the Residential Unit in which the Operator resides and uses as a Home Share and/or Limited-Share Rental Unit, the Operator shall offer no more than one (1) Owner-Adjacent Rental Unit as an STRU.
5. Except within the PIOD, the Operator of an Owner-Adjacent Rental Unit shall be personally and physically present overnight at all times that such STRU is occupied.

**5. Ineligible residential units.** Notwithstanding anything in this Zoning Ordinance to the contrary, the following dwelling units shall be ineligible for STRU accessory use.

- a. A dwelling unit that makes up all or part of a residential use as defined under the Newburyport Zoning Ordinance other than One-family (Use 101), Two-family (Use 102), or Multifamily (Use 103);
- b. A dwelling unit that has been designated as below-market or income-restricted subject to affordability covenants, or that is otherwise subject to housing or rental assistance under local, state or federal law, including, without limitation, so-called Section 8 housing;
- c. A dwelling unit subject to any requirement of local, state or federal law that prohibits the leasing or sub-leasing of the unit or use of the unit as an STRU;
- d. “In-law apartments” as that term is defined in the Newburyport Zoning Ordinance, or successor or similar uses, such as so-called accessory dwelling units or secondary dwelling units; and
- e. Campers, trailers, recreational vehicles, mobile homes, tents, lean-tos, or any other similar space, or structure, whether temporary or permanent.
- f. A Residential Unit located within the Smart Growth District.

- g. Any portion of a Hotel, Lodging House, or Bed and Breakfast use.

**6. Exemptions.** The following uses of a Residential Unit shall be exempt from this Section V-G, to the extent specified:

- a. **Up to 14 days per calendar year.** A resident who rents out all or any portion of their Primary Residence for a total of no more than fourteen (14) days during a calendar year is exempted from the Special Permit process set forth herein, but must still comply with any state law or regulation relative to Short Term Rentals and also submit a certification letter as required under Section 9-306(f) of the Newburyport Code and obtain a Zoning Determination indicating that the unit being rented is eligible for such use as a STRU.

- b. **Residential units contracted for hospital or convalescent stays.** The use of a dwelling unit or portion thereof (1) under a written contract between the owner of such dwelling unit and a health-care facility, government entity, non-profit organization registered as a charitable organization with the Secretary of the Commonwealth of Massachusetts or classified by the United States Internal Revenue Services as a public charity or private foundation, or (2) for the temporary housing in such unit of natural persons who are being treated for trauma, injury, or disease, or of their family members; and

- c. **Residential units used for furnished institutional or business stays:** The use of a dwelling unit or portion thereof under a written contract between the owner of such dwelling unit and an institution or business, for the temporary housing of employees or other individuals affiliated with such institutions or business, provided, however, that the minimum duration of such stay shall be ten (10) days.

**7. Exception for Plum Island.** STRUs located within the Plum Island Overlay District (PIOD) shall be subject to this Section V-G, provided, however, that:

- a. Such STRUs may be used for any number of days (consecutive or non-consecutive);

- b. Such STRUs need not provide off-street parking in addition to that required for the Residential Use to which the STRU is an accessory use;

- c. An Operator of such STRUs within the PIOD need not meet any Primary Residence requirement under this Section V-G, and is not limited in the number of STRU's said Operator may make available within the PIOD at the same time;

- d. The Operator of a Home Share Rental Unit and/or Limited Share Rental Unit within an owner-occupied multifamily residential dwelling with three (3) or more dwelling units, shall not be limited in the number of Owner-Adjacent Rental Units they may offer as an STRU; and



e. The Operator of an Owner-Adjacent Rental Unit need not be personally and physically present overnight at all times that such STRU is occupied.

**8. Effective Date & Enforcement.** The provisions of this Section V-G shall take effect on July 1, 2022, with all provisions fully enforceable beginning, January 1, 2023.

**8.9. Severability.** The provisions of this section are severable and, in the event that any provision of this section is determined to be invalid for any reason, the remaining provisions shall remain in full force and effect.

**THAT** the Zoning Ordinance be further amended to insert a new row within Section VII-B (parking requirements), as follows, with deletions ~~double-stricken through~~, and additions double-underlined:

<b>1. RESIDENTIAL</b>		
<b>USE</b>	<b>NUM</b>	<b>PARKING REQUIREMENT</b>
<u>Short Term Rental</u> <u>Unit</u>	<u>111</u>	<u>See Section V-G(4)(b)(viii) for parking requirements.</u>

\_\_\_\_\_  
Councillor James J. McCauley

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

# CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

March 28, 2022

March 24, 2022

**THAT**, the City Council of the City of Newburyport hereby approves and authorizes the Mayor of the City of Newburyport to enter into a lease with the Friends of Plum Island Light, Inc. relating to the Lighthouse and surrounding premises located at 263 Northern Boulevard, Newburyport, MA for a period of ten years commencing on May 1, 2022. Said lease is attached hereto and incorporated herewith and marked attachment 'A'.

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Councillor McCauley

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Councillor Zeid

**In City Council March 28, 2022:**

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

"A"

**LICENSE TO ENTER AND USE REAL PROPERTY**

**THIS LICENSE AGREEMENT** (hereinafter, the "License") is made and entered into this 1 day of May, 2022, by and between the **City of Newburyport**, acting by and through its Mayor, with an address at 60 Pleasant Street, Newburyport, MA (hereinafter referred to as the "City") and **Friends of Plum Island Light, Inc.** with an address of 10 Davoli Way, Newbury, MA 01951 (hereinafter referred to as "Licensee");

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2022 MAR 17 PM 6:48

WHEREAS, the City is the owner of record of certain real property situated at 263 Northern Boulevard, Newburyport, Essex County, Massachusetts, by virtue of a deed dated 5/22/03, recorded with Essex County Registry of Deeds, Southern District, in Book 20865, Page 402, Assessors Map 77, Lot 25A (hereinafter "Premises");

WHEREAS, the Premises is improved by a lighthouse known as Newburyport Harbor Light a/k/a Plum Island Light (the "Facility"); and

WHEREAS, Licensee wishes to obtain from the City the right to occupy and use the Facility and such portions of the Premises as are reasonably and customarily incidental to such use and the City wishes to permit such use;

NOW THEREFORE, the City hereby grants to the Licensee a right of entry and license to enter upon the Premises and use the Facility, subject to the following terms and conditions:

**I. USE, PURPOSE**

Entry and use are specifically, but not exclusively, granted to the Licensee, its contractors, agents, representatives, employees, invitees, and Licensees, solely for the following uses:

- a. Operating the Facility;
- b. Secure the Facility when not in operation;
- c. Providing routine maintenance and non-structural repairs of the Facility for the benefit of the public and maritime industry with the exception of the Light and Fresnel Lens;
- d. Conducting educational and historic tours/fund raising events with and for the benefit of the general public;
- e. Other uses consistent with preservation of historic properties.

f. There shall be no use of any alcohol or controlled substances on or about the premises

Licensee shall ensure that all of its activities involving the License Premises are in conformity with the National Historic Preservation Act (including, but not limited to, Section 106 of that act) and with the requirements of Part 800 of Title 36 of the Code of Federal Regulations.

Licensee may not conduct any activities on the License Premises for the purpose of raising funds or making a profit, or for any other commercial purpose, without the express written permission of the City.

Licensee acknowledges and agrees that it accepts the License Premises in "AS IS" condition, and that the City has made no representation or warranty regarding the fitness of the License Premises for the permitted purposes.

## **II. MAINTENANCE; SECURITY**

Licensee shall be responsible, at its sole expense, for maintaining and securing the License Premises in good and safe order, condition and repair excepting only damage by fire or other casualty, and shall repair any damage to the License Premises arising from or related to the use of the License Premises by the Licensee or its agents, employees, contractors, invitees or Licensees. Licensee hereby releases the City and shall indemnify, defend and save harmless the City from any and all liability for claims arising out of Licensee's failure to adequately maintain the License Premises in a safe condition consistent with all laws, rules or regulations applicable to the Premises. Licensee agrees that the City shall have no responsibility for the condition or maintenance of the License Premises.

If maintenance or repairs are required to be made by Licensee pursuant to the terms hereof, Licensee shall make the same forthwith. If Licensee refuses or neglects to commence and diligently pursue the completion of such maintenance or repairs, the City may (but shall not be required to), after giving written notice to Licensee identifying the work to be completed and specifying a reasonable period for such completion, make or cause such repairs to be made at Licensee's expense and shall not be responsible to Licensee for any loss or damage that may accrue to Licensee's property by reason thereof.

## **III. ALTERATIONS AND IMPROVEMENTS.**

Licensee shall make no repairs or alterations to the Facility or construct any improvement on the License Premises without the prior written consent of the City.

No work of any nature will be done on any part of the License Premises that affects the identified historical aspects of the License Premises unless Licensee has the written approval of the City and the appropriate State Historical Officer. Any work which will result in alteration of the Facility shall be presumed to affect the identified historical aspects of the License Premises. The presently known historic features of the Premises can be found in the listing for Newburyport Harbor Lighthouse on the National Register of Historic Places. Should Licensee discover any item or feature on the License Premises which Licensee believes may have historical significance, Licensee shall immediately notify the City and will take no action which adversely affects said item or feature.

The Licensee shall procure all necessary permits before undertaking any work on the License Premises, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality or such materials as are otherwise required by the City to preserve the historical features of the License Premises.

The Licensee shall not permit any mechanic's liens, or similar liens, to remain upon the Premises for labor and material furnished to the Licensee or claimed to have been furnished to the Licensee in connection with work of any character performed or claimed to have been performed at the direction of the Licensee and the Licensee shall cause any such lien to be released of record forthwith without cost to the City.

The City shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the License Premises or any part thereof on behalf of Licensee, but all such improvements and alterations shall be done and materials and labor furnished at Licensee's expense, and the laborers and materialmen furnishing labor and materials for the work shall release the City from any liability.

Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Licensee shall, unless otherwise provided by written agreement between the City and Licensee, be and become the property of the City and remain on the Premises at the expiration or earlier termination of this Agreement.

#### **IV. TERM**

The term of this License shall be ten (10) years, beginning on May 1, 2022, and ending at 12 o'clock midnight on April 30, 2032. Entry and use in accordance with the terms of this License may be exercised from the date of the execution of this License and shall continue unless and until terminated in accordance with the provisions of Section XII below.

#### **V. CONSIDERATION**



The consideration for this License shall be a fee of \$1.00, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the Licensee of all the obligations and covenants set forth herein to the reasonable satisfaction of the City.

#### **VI. UTILITY.**

Licensee shall be responsible the only utility which is electricity. If Licensee fails to pay for the utility furnished to the License Premises, the City shall have the right, but not the obligation, to pay the same, and Licensee shall reimburse the City promptly upon demand for all costs, expenses and other sums of money in connection therewith.

#### **VII. HAZARDOUS MATERIALS.**

Licensee shall not keep on the License Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

#### **VIII. ASSIGNMENT**

This license may not be assigned.

#### **IX. INSURANCE**

Licensee shall obtain and keep in force at its own expense so long as this License remains in effect, and thereafter so long as Licensee, or anyone claiming by, through or under Licensee, uses or occupies the License Premises or any part thereof, public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Licensee under the terms and conditions of this License to defend, indemnify, and hold harmless the City: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. Prior to entering the License Premises, and on each anniversary of the commencement date or more often as the City may reasonably require, Licensee shall provide the City with a certificate of insurance in each case indicating the City is an additional insured on the policy and showing compliance with the foregoing provisions. Licensee shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy to the City. The foregoing insurance coverage shall be issued by insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A or better.

#### **X. INDEMNIFICATION**



Licensee and its contractors, agents, representatives, employees, invitees and licensees shall indemnify, defend and hold harmless the City from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the City by reason of (a) any failure on the part of Licensee, its contractors, agents, representatives, employees, invitees and licensees to perform or comply with any provision or term required to be performed or complied with by Licensee, its contractors, agents, representatives, employees, invitees, guests, and licensees under this License, (b) death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of Licensee and its contractors, agents, representatives, employees, invitees, and licensees during the term of this License, or (c) any exercise of the rights granted to Licensee hereunder. The obligations of this Section shall survive the expiration or termination of this License.

#### **XI. CONDUCT**

During the exercise of the rights hereby granted, the Licensee shall at all times conduct itself so as not to unreasonably interfere with the operations of the City, and observe and obey applicable federal, state and local laws, statutes, ordinances, regulations and permitting or licensing requirements.

The Licensee, its officers, employees, contractors, agents, and guests and the participants of its activities may not bring any controlled substances or alcohol onto the installation, nor may any controlled substances be possessed, used, solicited, transferred or sold on the premises.

#### **XII. TERMINATION and REVOCATION**

This License shall be revocable by either party with or without cause upon written notice of revocation at least sixty (60) days prior to the termination date stated within said notice.

At the expiration or earlier termination of this License, Licensee shall, at Licensee's expense, remove all of Licensee's personal property, if any, and such improvements from the License Premises as the City requires be removed, and surrender the License Premises and any improvements made by Licensee to the City in the condition that Licensee is required to maintain the same under this License. Licensee shall repair any damage caused to the License Premises from such removal. All property of Licensee remaining on the License Premises after the expiration or earlier termination of this License, and all required and permitted improvements, shall be and become the property of the City. The obligations of this Section shall survive the expiration or termination of this License.

#### **XIII. RIGHTS OF THE CITY TO ENTER**

The City reserves the right and the Licensee shall permit the City to enter upon and use the License Premises at any time and for all purposes at the City's sole discretion, provided that the City does not materially interfere with Licensee's use of the License Premises.

#### **XIV. RISK OF LOSS**

Licensee agrees that it shall use and occupy the License Premises at its own risk, and the City shall not be liable to Licensee for any injury or death to persons entering the License Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the License Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of the City, or its employees, agents, contractors or invitees.

#### **XV. MODIFICATIONS and AMENDMENTS**

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

#### **XVI. NOTICE**

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

City: City Clerk  
60 Pleasant Street  
Newburyport, MA 01950

Licensee: John Vogl, President  
c/o Friends of Plum Island Light, Inc.  
10 Davoli Way  
Newbury, MA 01951

Christina Vogl, Vice-President  
10 Davoli Way  
Newbury, MA 01951

Frank Pierce, Treasurer  
5 Long Ridge Lane  
Ipswich, MA 01938

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

**XVII. NO ESTATE CREATED**

This License shall not be construed as creating or vesting in the Licensee any estate in the Premises, but only the limited right of possession as hereinabove stated.

**XVIII. EXHIBITS and ATTACHMENTS**

Any and all exhibits and attachments referenced herein or attached hereto, are duly incorporated within this License.

**XIX. SURVIVAL of TERMS and PROVISIONS**

All appropriate terms and provisions relating to the restoration of the License Premises affected hereby, shall survive the termination of this License.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

**LICENSOR:**

CITY OF NEWBURYPORT

\_\_\_\_\_  
By: Sean R. Reardon  
Its: Mayor

**LICENSEE:**

FRIENDS OF PLUM ISLAND LIGHT, INC.

\_\_\_\_\_  
By: John Vogl  
Its: President

447920/NBPT/0001

Handwritten signature

# NAUTILUS INSURANCE GROUP

## POLICY BANNER PAGE

**POLICY NUMBER:** NN1295447

**INSURED:** Friends Of Plum Is. Light

**COMMERCIAL LINES POLICY - COMMON POLICY DECLARATIONS**

**NAUTILUS INSURANCE COMPANY**

An Arizona Corporation

**Transaction Type:** Renewal

**Policy No.** NN1295447

Renewal of Policy # NN1119969  
 Rewrite of Policy # \_\_\_\_\_  
 Cross Ref. Policy # \_\_\_\_\_  
 NIC Quote # 128541101

Inspection Ordered:  
☐ Yes ☒ No

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.

**Named Insured and Mailing Address**

(No., Street, Town or City, County, State, Zip Code)

Friends Of Plum Is. Light

P.O. Box 381  
 Newburyport

MA 01950

**Agent and Mailing Address**

**Agency No.** 02008 00

(No., Street, Town or City, County, State, Zip Code)

CRC - WESTBOROUGH  
 945 Concord St

Framingham, MA 01701

**Policy**

**Period:** From 08/09/2021 to 08/09/2022 at 12:01 A.M. Standard Time at your mailing address shown above.

**Business Description:** Museum

**Tax State** MA

**Form of Business:** ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Limited Liability Company (LLC)  
☒ Organization, including a Corporation (but not including a Partnership, Joint Venture or LLC)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
 WE WILL PROVIDE YOU THE INSURANCE STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.  
 THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial General Liability Coverage Part

**PREMIUM**

\$ 1,204.00

\$

\$

\$

\$

\$

\$

\$

\$

**Tax & Fee Schedule**

Policy Fee - Non Taxable \$ 135.00  
 Surplus Lines Tax 48.16

**TOTAL ADVANCE PREMIUM**

\$ 1,204.00

Minimum & Deposit

**TOTAL TAXES & FEES**

\$ 183.16

**TOTAL**

\$ 1,387.16

Form(s) and Endorsement(s) made a part of this policy at time of issue:

**Refer to Schedule of Forms and Endorsements.**

Countersigned: Framingham, MA  
 08/10/2021 eas  
 MA

By

Countersignature or Authorized Representative, whichever is applicable

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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POLICY NUMBER: **NN1295447**

Named Insured: Friends Of Plum Is. Light

## **SCHEDULE OF FORMS AND ENDORSEMENTS**

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IL0017	(11/98)	Common Policy Conditions
E001J	(07/20)	Nautilus Policy Jacket
E906	(02/21)	Service of Suit
E915	(07/13)	OFAC Adv Notice to Policyholder
E919	(01/20)	Privacy Notice
S013	(07/09)	Minimum Earned Premium Endt
S150	(07/09)	CGL Coverage Part Declarations
CG0001	(04/13)	Comml General Liability Cvg Form
CG2010	(12/19)	AI-Owner/Lessee/Contractor-Sched
CG2107	(05/14)	Excl-Access or Disc of Con/Pers
CG2147	(12/07)	Excl-Employmt-Related Practices
CG2173	(01/15)	Excl of Certified Acts of Terror
CG2196	(03/05)	Silica/Silica-Related Dust Excl
IL0021	(09/08)	Nuclear Energy Liab Excl Endt
L216	(04/16)	Amend of Deftns-Insd Contract
L217	(06/17)	Excl-Punitive Exemplary Dmgs
L223	(06/07)	Exclusion - Total Pollution
L241	(07/09)	Excl-Micro/Bio Organisms/Contam
L343	(06/20)	Excl-Unmanned Airc/Auto/Water
L369	(06/20)	Excl - Comm or Infectious Disease
L408	(03/12)	Changes-Civ Union/Domestic Prtnr
L601	(11/20)	Amend of Conditions - Prem Audit
L850	(05/09)	Deductible Liab Insurance
S038	(04/16)	Amendment of Liquor Liab Excl
S261	(07/09)	Exclusion - Asbestos

The forms and endorsements shown on this Schedule constitute the entire policy at the time of issuance.

## **SCHEDULE OF FORMS AND ENDORSEMENTS** (Continued)

### **ADDITIONAL FORMS APPLICABLE:**

The forms and endorsements shown on this Schedule constitute the entire policy at the time of issuance.

POLICY NUMBER: **NN1295447**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **MINIMUM EARNED PREMIUM ENDORSEMENT**

If this policy is cancelled at your request, there will be a minimum earned premium retained by us of  
\$ \_\_\_\_\_ or 25 % of the premium for this insurance, whichever is greater.

Non-payment of premium is considered a request by the first Named Insured for cancellation of this policy.

If a policy fee, inspection fee or expense constant is applicable to this policy, they will be fully earned and no refund will be made.

All other terms and conditions of this policy remain unchanged.

# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: **NN1295447**

☐ Extension of Declarations is attached.

Effective Date: 08/09/2021 12:01 A.M. Standard Time

**LIMITS OF INSURANCE** ☐ If box is checked, refer to form **S132** Amendment of Limits of Insurance.

General Aggregate Limit (Other Than Products/ Completed Operations)	\$	2,000,000	
Products/ Completed Operations Aggregate Limit	\$	INCLUDED	
Personal and Advertising Injury Limit	\$	1,000,000	Any One Person Or Organization
Each Occurrence Limit	\$	1,000,000	
Damage To Premises Rented To You Limit	\$	100,000	Any One Premises
Medical Expense Limit	\$	5,000	Any One Person

## RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown here: \_\_\_\_\_ (Enter Date or "NONE" if no Retroactive Date applies)

## BUSINESS DESCRIPTION AND LOCATION OF PREMISES

BUSINESS DESCRIPTION: Museum

LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY: ☐ Location address is same as mailing address.

1. 265 Northern Boulevard Plum Island  
Newburyport MA 01950-
- 2.

Additional locations (if any) will be shown on form **S170**, Commercial General Liability Coverage Part Declarations Extension.

LOCATION OF JOB SITE (If Designated Projects are to be Scheduled):

CODE # -	CLASSIFICATION	*	PREMIUM BASIS	RATE		ADVANCE PREMIUM
				Prem/ Ops	Prod/ Comp Ops	
46427 - Museums - NFP		a+	2,500	441.619	INCLUDED	1,104 INCLUDED
49950 - Additional Insured - All Other - Premium is fully earned		t	1	100.000	INCLUDED	100 INCLUDED

**\* PREMIUM BASIS SYMBOLS** + = Products/ Completed Operations are subject to the General Aggregate Limit

a = Area (per 1,000 sq. ft. of area)	o = Total Operating Expenditures (per \$1,000 Total Operating Expenditures)	s = Gross Sales (per \$1,000 of Gross Sales)
c = Total Cost (per \$1,000 of Total Cost)	p = Payroll (per \$1,000 of Payroll)	t = See Classification
m = Admissions (per 1,000 Admissions)	u = Units (per unit)	

PREMIUM FOR THIS COVERAGE PART \$ 1,204

## FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

**Refer to Schedule of Forms and Endorsements**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s)**

City of Newburyport  
Pleasant Street, Newburyport MA 01950

**Location(s) Of Covered Operations**

265 Northern Boulevard  
Plum Island  
Newburyport MA 01950

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **AMENDMENT OF CONDITIONS - PREMIUM AUDIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART

**A. The Premium Audit Condition under Section IV - Conditions is replaced by the following:**

**Premium Audit**

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates. Premium shown in this Coverage Part as advance premium is a minimum and deposit premium.

The rates for each classification shown in the Declarations are multiplied by the estimated premium bases of that classification for the term to determine the advance premium.

We may conduct an audit of your books to determine the actual premium bases developed during the policy period. To calculate the actual premium developed during the policy period we will use one, or a combination, of the following premium bases: payroll, admissions, gross sales, total cost or each exposure unit.

2. If we determine, whether by audit of your books and records or otherwise, that you are conducting operations not scheduled on this policy, we may add the appropriate classifications and compute the rates and premiums in accordance with our rules and rates in effect on the inception date of this policy, unless coverage has been restricted to "designated operations".

3. **Premium Bases.**

The premium bases are defined in accordance with our rules and the following additional definitions:

- a. **Payroll** (premium basis symbol **p**): Remuneration paid to "employees", "casual laborers", "temporary workers", day laborers, statutory workers, seasonal workers or "leased workers", including but not limited to:

(1) Money or substitutes for money; commissions; bonuses; overtime; payments to statutory insurance or pension plans; profit sharing or incentive plans; pay for holidays, vacation or sickness; and fees paid to employment agencies for temporary personnel provided to you.

(2) If your operations consist of a number of separate operations classified individually in the Declarations, the payroll will be allocated to each classification where you have maintained records for each separate operation. Any such operation for which separate records are **not** maintained by you will be assigned to the highest rated classification.

(3) For premium computation purposes, the payroll of executive officers, individual insureds and co-partners is subject to a minimum annual payroll per person of:

\$ 22,000
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(If no entry is made, the minimum payroll as established by our rating rules will apply.)

The rates apply per \$1,000 of Payroll.

- b. **Admissions** (premium basis symbol **m**): The total number of persons, other than your "employees", admitted to the insured event or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

The rates apply per 1,000 Admissions.

- c. **Gross Sales** (premium basis symbol **s**): The gross amount charged by you, your concessionaires or by others trading under your name for:
    - (1) All goods or products, sold or distributed;
    - (2) Operations performed during the policy period; and
    - (3) Rentals; or
    - (4) Dues or fees.
 The rates apply per \$1,000 of Gross Sales.
  - d. **"Total Cost"** (premium basis symbol **c**) means the total cost of all work let or sublet in connection with each specific project including:
    - (1) The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work including the cost of finished equipment installed whether or not furnished by the contractor, or subcontractor, or by you; and
    - (2) All fees, bonuses or commissions made, paid or due.
 The rates apply per \$1,000 of Total Cost.
  - e. **Each** (premium basis symbol **t**): This basis of premium involves units of exposure, and the quantity comprising each unit of exposure is indicated in the Declarations, such as "per person".  
The rates apply per each unit of exposure.
4. The first Named Insured, or their authorized representative, must keep accurate records of the information we need for premium computation and send us copies at such times as we may request. Failing to supply such records upon request, or providing incorrect, incomplete or false records, or omitting, misrepresenting or misstating material facts will be deemed a breach of condition and will subject this policy, and may subject any in force policy of yours, to cancellation for breach of conditions.
  5. We reserve the right to examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.
  6. Premium shown in this Coverage Part as advance premium is a minimum and deposit premium. Advance premium includes any payments identified as premium paid prior to policy expiration. At the close of each audit period, we will compute the earned premium for that period. Audit premium is due and payable upon notice to the first Named Insured. Failure to pay the audit premium due will be deemed a breach of contract and subject this policy, and may subject any in force policy of yours, to cancellation for non-payment of premium.
    - a. If the actual earned premium generated as a result of an audit for the policy period is less than the advance premium, such advance premium is the minimum premium for the policy period indicated and is not subject to adjustment.
    - b. If the actual earned premium generated as a result of an audit for the policy period is greater than the advance premium, then a final premium adjustment endorsement will be issued. The additional premium amount shown on the final premium adjustment endorsement is due and payable to us upon notice to the first Named Insured.
  7. **Estimated Annual Audit Procedure.**  
If, after three documented attempts, we are unable to examine your books and records to obtain the information necessary to complete the audit, we may implement our estimated audit procedure as outlined below:
    - a. An Estimated Audit Endorsement will be issued reflecting a fifty percent (50%) increase in your reported premium basis. This increase is an estimate based on information we have on file, or your business operations.
    - b. If you agree with the Estimated Audit Endorsement, you must remit payment for the full amount of the estimated audit; or
    - c. If you dispute the Estimated Audit Endorsement, you must provide the requested audit information so we can calculate the proper earned premium developed for the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEDUCTIBLE LIABILITY INSURANCE**  
**(Including Allocated Loss Adjustment Expense)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Coverage	Amount And Basis Of Deductible		
	PER CLAIM	PER OCCURRENCE	PER ITEM
Bodily Injury Liability	\$	- OR - \$	Not Applicable
- OR -			
Property Damage Liability	\$	- OR - \$	- OR - \$
- OR -			
Bodily Injury Liability and Property Damage Liability Combined	\$ 250	- OR - \$	Not Applicable

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim, a per "occurrence" or per item basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule. The deductible amount stated in the Schedule applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule is on a per claim basis, that deductible applies as follows:
    - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
    - c.** Under Bodily Injury and Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      - (1)** "Bodily injury";
      - (2)** "Property damage"; or
      - (3)** "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services, loss of support or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule is on a per "occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury and Property Damage Liability Coverage Combined, to all damages because of:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

3. **PER ITEM BASIS.** If the deductible amount indicated in the Schedule is on a per item basis, that deductible amount applies under Property Damage Liability Coverage, to each item damaged because of "property damage" sustained by one person or organization as the result of any one "occurrence".

C. The deductible amount stated in the Schedule applies to loss, legal expense, and our "Allocated Loss Adjustment Expense" incurred, whether or not payment is made to the claimant, compromise settlement is reached or the claim is denied.

D. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
  - 2. Your duties in the event of an "occurrence", claim or "suit"
- apply irrespective of the application of the deductible amount.

E. We may, at our sole election and option, either:

- 1. Pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us; or
- 2. Upon our receipt of notice of any claim or at any time thereafter, request you to pay and deposit with us all or any part of the deductible amount, to be held and applied according to the terms of this policy.

F. The following is **added** to the **Definitions** section:

"Allocated Loss Adjustment Expense" will include all costs and expenses incurred by us in investigating and adjusting any loss, with the exception of salary and overhead.

All other terms and conditions of this policy remain unchanged.

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

April 11, 2022

**WHEREAS**, a photovoltaic solar electric generating facility has been proposed by a Developer, BWC Artichoke Reservoir, LLC, to be constructed on privately-owned property consisting of approximately 6.75 acres of land located at 36 Colby Farm Lane, Newburyport, MA, 01950, as more particularly shown on Assessor's Map 99, Lot 3, and more commonly known as the "Landfill";

**WHEREAS**, clause 45 of M.G.L. c. 59, § 5, as affected by Sections 61 and 63 of Chapter 8 of 2021 ("An Act Creating a Next-Generation Roadmap for Massachusetts Climate Policy"), allows cities and towns to enter into an agreement for payments in lieu of taxes (PILOT) with the owner of a solar or wind powered system or energy storage system, or a combination of the same;

**WHEREAS**, it may be in the best interests of the City and the Developer to enter into an agreement fixing the payments that will be made with respect to all taxable property incorporated within the project for the term of the agreement; and

**WHEREAS**, if a PILOT agreement is desired, the municipality is required to act through "its authorized officer," which is one given authority by the municipality's legislative body to negotiate the PILOT agreement, to include the chief executive officer (CEO) of the municipality (selectboard, mayor or manager), or some other combination of municipal officer or officers;

**NOW, THEREFORE BE IT ORDERED, THAT**, the City Council of the City of Newburyport hereby authorizes the Mayor, acting with the Assessor, Finance Director and Sustainability Director, to negotiate a PILOT agreement with BWC Artichoke Reservoir, LLC, subject to further approval by the City Council prior to executing said agreement.

---

Councillor James J. McCauley

**In City Council April 11, 2022:**

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



# **Committee Items-May 9, 2022**

## **Public Safety**

### ***In Committee:***

- APPL00072\_04\_25\_2022 Block Party 8/4/25 (YHC) 6pm-10pm Temple St. b/w Federal & Lime
- APPL00073\_04\_25\_2022 Olive's Backyard Artisans Market 7/16/22 10am-3pm 341 High St.
- APPT00315\_04\_25\_2022 Chris Charos 10 82<sup>nd</sup> St. Harbor Comm. 5/1/2025
- APPT00318\_04\_25\_2022 Paul Hogg 4 Coltin Dr. Harbormaster/ Sp. Police Officer 5/1/2025
- ORDR00345\_04\_25\_2022 Intermunicipal Agrmnt. by & b/w Salisbury N. Jetty Dredging Proj.



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2022 APR 20 AM 10:31

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:

April 19, 2022

### CONTACT INFORMATION

FIRST AND LAST NAMES:

Gilee Woodworth (Susan Crawford) 52 Temple

MAILING ADDRESS:

52 Temple St

PHONE NUMBER:

978 462-2010

E-MAIL ADDRESS:

pcbahati@yahoo.com

### BLOCK PARTY INFORMATION

BLOCK PARTY DATE:

August 4, Thursday (YH Bedrace)

DESIRED STREET CLOSING LOCATION:

Temple - one way between

Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED:

Temple

Federal + Lime

DESIRED STREET CLOSING TIME:

6 pm to 10 pm -

Block Parties should run no later than 10:00 p.m.

we supply cones and sawhorses  
about 15 children play in street safely!

## 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: \_\_\_\_\_

4/20/2022

## APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHALL

4 Green Street

FIRE CHIEF

0 Greenleaf Street

DEPUTY DIRECTOR

16A Perry Way

CITY CLERK

60 Pleasant Street

4/20/19

4/19/22

City use only:

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Date \_\_\_\_\_



## NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

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

NAME OF EVENT:

Olive's Backyard Artisan's Market  
Backyard Pop-Up at OlivesDate: 7/16/22 Time: from 10:00 to 3:00Rain Date: 7/17/22 Time: from 10:00 to 3:002. Location\*: Olives Coffee & Bakehouse 341 High Street

\*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Commercial Property with yard in back Public ☐ Private ☒4. Name of Organizer: Debra Ball City Sponsored Event: Yes ☐ No ☒

Contact Person

Address: 341 High Street Telephone: 978-697-9138E-Mail: olivescoffee2@gmail.com Cell Phone: Day of Event Contact & Phone: same as above5. Number of Attendees Expected: 100 people6. MA Tax Number: 84-49396997. Is the Event Being Advertised? yes Where? social media8. What Age Group is the Event Targeted to? all ages9. Have You Notified Neighborhood Groups or Abutters? Yes ☐ No ☐ Who? I plan to tell neighbors

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

A. Vending: Food ☐ Beverages ☐ Alcohol ☐ Goods ☒ Total # of Vendors 15B. 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 ☐We have our own staff & dumpster

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

**If no:**

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

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

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

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

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



## FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE \_\_\_\_\_

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

WALKATHON \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

11. Additional Parade Information:

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

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

CITY MARSHAL \_\_\_\_\_

4 Green St.

FIRE CHIEF \_\_\_\_\_

0 Greenleaf St.

DEPUTY DIRECTOR \_\_\_\_\_

16A Perry Way

CITY CLERK \_\_\_\_\_

60 Pleasant St.

Updated March 14, 2019

\* COPY insurance



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

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

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

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



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

January 25, 2022

OLIVES COFFEE & BAKEHOUSE  
341 HIGH ST  
NEWBURYPORT MA 01950

#### Policy Information:

Policy Number:	76 WEG AJ9CFP
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#### Contact Us

Visit <https://business.thehartford.com>

24/7 access to pay bills, view policy documents,  
get your certificate of insurance and more.

**Need Help?** Start a live chat online or call us at  
(877) 287-1312. We're here weekdays from 8:00  
AM to 8:00 PM ET



#### INSURANCE ENDORSEMENT ATTACHED

**\*\*\* PLEASE REVIEW THE CHANGE \*\*\***

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes, Please contact us.

Thank you for allowing us to service your business needs.

Sincerely,

Your Hartford Service Team



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CHANGE IN INFORMATION PAGE**

**INSURER:** Hartford Accident and Indemnity Company

**NCCI Company Number:** 10448

**Policy Effective Date:** 12/26/21

**Policy Number:** 76 WEG AJ9CFP

**Effective Date:** 12/26/21

**Named Insured and Address:**

**Audit Period:** ANNUAL  
**Policy Expiration Date:** 12/26/22  
**Endorsement Number:** 1  
Effective hour is the same as stated on the Information Page of the policy.  
OLIVES COFFEE & BAKEHOUSE  
341 HIGH ST  
NEWBURYPORT MA 01950

**FEIN Number:** 84-4939699

**Producer Name:** PAYCHEX INSURANCE AGENCY INC

**Producer Code:** 76210760

**It is agreed that the policy is amended as follows:**

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford.

In consideration of a return premium of (\$1,041), it is agreed that:

Policy is amended to reflect an adjustment in premium basis due to a recent audit completed for this Insured.

Policy is amended to change the payroll associated to 9079 for MA, Schedule Number 01-20-01 from 314,300.00 to 191,894.00

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

WC990006A(.2)  
WC990006A(.1P)

Countersigned by

*Susan L. Castaneda*

Authorized Representative

## CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 76 WEG AJ9CFP

### SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

CLASS CODE NUMBER AND DESCRIPTION	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER 100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUMS
MA - Location 1			
9079	191,894.00	0.920000	1,765
RESTAURANT NOC			
9079	314,300.00	0.920000	-2,892
RESTAURANT NOC			
<b>Total State Summary</b>			
Total Class Premium			-1,127
Rate Deviation Premium Credit	0.00	0.150000	169
Terrorism Risk Insurance Program Reauthorization Act	-122,406.00	0.030000	-36
Disclosure Endorsement			
MA DIA Private/Public Assessment (CBAI 62) Surcharge	0.00	4.180000	-47
Massachusetts Total Cost			-1,041

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

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

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

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

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

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

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

3/28/22



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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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





CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, MAYOR

60 PLEASANT STREET - P.O. BOX 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: April 25, 2022  
Subject: Appointment

---

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

Chris Charos  
10 82<sup>nd</sup> Street  
Newburyport, MA 01950

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2022 APR 19 AM 8:23  
*[Signature]*

To Whom It May Concern ~

The well-being of Newburyport Harbor and its waterways is very important to me as the owner and operator of a third-generation business on Plum Island and in Newburyport.

As a resident of Plum Island for 30+ years running daily trips out of Newburyport Harbor, I have a vast knowledge of the harbor and waterways. Spending summers on Plum Island as a child and then becoming a key member of my family's business, I have an advantage of thoroughly understanding the river and its conditions, as well as the history of how the harbor and waterfront have developed over the years.

Attached please find my resume for your review. If you have any questions about my qualifications or need further information, please contact me at (978) 361-6300.

Thank you.

Sincerely,  
Chris Charos

# CHRIS CHAROS

10 82<sup>nd</sup> Street, Plum Island, Newburyport, MA 01950 (978) 361-6300  
Captaincfp@aol.com

---

Third-generation owner and operator of successful, profitable fishing, dinner cruise, and whale watch businesses with 26 years' experience operating a fully owned fleet of technologically advanced passenger vessels.

## EXPERIENCE

### 2013 - PRESENT

#### OWNER/OPERATOR, NEWBURYPORT WHALE WATCH

- Own and operate flourishing whale watch business carrying more than 16,000 passengers on approximately 150 trips per season.
- Increased passenger count from time of purchase in 2013 through present more than 200%.
- Maintain fleet of the newest and most advanced vessels in the surrounding area to ensure safety of equipment, comfort of passengers, and integrity of family pride.
- Manage six full-time staff during demanding summer season, all of whom are trained in first aid and CPR.
- Active member of Whale Sense.

### 1990 - PRESENT

#### OWNER/OPERATOR, CAPTAIN'S FISHING PARTIES

- Operate 50-year-old family fishing business as third-generation owner.
- Schedule and coordinate 500+ trips on four boats during summer season.
- Recruit, hire, and manage six full-time and multiple part-time seasonal employees.
- Organize and oversee all vessel maintenance, annual inspections, fire inspections, and applications for, and proper record keeping of, all required permits.
- Participated in the design and development of three newly built custom boats in 1985, 1991, and 2005.

## EDUCATION

ARCHITECTURAL & STRUCTURAL ENGINEERING, FRANKLIN SCHOOL OF TECHNOLOGY

## CERTIFICATIONS & LICENSES

- Merchant Marine Captain's License - 100-ton master's license
- Towing endorsement
- Welding certification
- Open water diving certification
- Heavy equipment hoisting license



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2022 APR 25 PM 1:03

60 PLEASANT STREET - P.O. Box 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: April 25, 2022  
Subject: Re-Appointment

---

I hereby re-appoint, subject to your approval, the following named individual as Harbormaster and Special Police Officer for the City of Newburyport. This term will expire on May 1, 2025.

Paul Hogg  
4 Coltin Drive  
Newburyport, MA 01950



## CITY OF NEWBURYPORT OFFICE OF THE HARBORMASTER

**PAUL HOGG**  
HARBORMASTER

NEWBURYPORT CITY HALL  
60 STATE STREET  
NEWBURYPORT, MA 01950

TEL: 978-462-3746

**Objective** To protect the safety of all boaters and management of the Newburyport Waterways. The Harbormaster works to protect life, property and the Civil rights or individuals through enforcement of laws , ordinances and regulations

**Experience** **Harbormaster City of Newburyport** 04/01 2010 – Present

Responsible for 55 employees maintaining schedules, weekly meetings and monthly trainings. I am accountable for collections of water related City approved fees and fines and keep accurate, up to date reports for the Mayor and Harbor Commission. Responsible for management and personnel at Cashman Park, Plum Island parking lot, central waterfront docks, lifeguards and City owned vessels and property.

**Assistant Harbormaster** 11/01 2001- 4/2010

Enforce State, Federal and local Maritime Laws  
Patrol the waterways of the Merrimack River  
Assist Coast Guard, Police, Fire, Environmental  
Maintain safety of all vessels  
Assist in the maintenance and upkeep of docks and gangways

**Shellfish Constable** 4/01 2016- Present

Protection of the City's shellfish. I work through a variety of environmental, ecological and law enforcement duties.  
Enforce all policies, statutes, ordinances and regulations relating to shellfish, marine fisheries, lobsters, wetlands, water quality and natural resources.  
Protect the public health and assist with all aspects of environmental and ecological management including administration of the shellfish propagation program and research.

**Police Officer** 3/2002- 5/2017  
**Merrimac Police Department**

Patrol the streets of Merrimac and community relations  
Respond to all 911 and medical calls  
Accurately prepare and complete reports, records and logs  
Enforce all laws in accordance with Mass law and testify in court when required



## CITY OF NEWBURYPORT OFFICE OF THE HARBORMASTER

**PAUL HOGG**  
HARBORMASTER

NEWBURYPORT CITY HALL  
60 STATE STREET  
NEWBURYPORT, MA 01950

TEL: 978-462-3746

### **Education**

Newburyport High School  
Northern Essex Community College  
Harbormaster Training Program  
Reading Police Academy  
North Shore Harbormaster Training

### **Certifications, Trainings and Licenses**

Certified Police Officer through the Criminal Justice Training Council  
United States Coast Guard Master 100 Ton Captain  
Certified through FEMA for Port and Vessel Security  
Nationally Certified as a Boat Operator and Crewman  
Attended Marine Firefighting and Marina Fire Training  
Commercial Boat offshore safety training  
United States Merchant Marine Officer  
Certified Massachusetts Harbormaster  
Search and Rescue Certified  
CPR / First Aid and AED Certified  
First Responder Certified  
Taser Certified



# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### **ORDERED:**

April 25, 2022

The City Council of the City of Newburyport hereby approves the Intermunicipal agreement by and between Salisbury with respect to a north jetty dredging project. Said agreement is attached hereto and incorporated herewith and marked exhibit 'A'.

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Councillor Heather S. Shand

### **In City Council April 25, 2022:**

Motion to refer to Public Safety by Councillor Zeid, seconded by Councillor McCauley. Roll call Vote. 11 yes. Motion passes.

**INTERMUNICIPAL AGREEMENT  
BETWEEN  
THE CITY OF NEWBURYPORT AND  
THE TOWN OF SALISBURY  
FOR NORTH JETTY/MERRIMACK RIVER  
DREDGING PROJECT**

This Intermunicipal Agreement (the “Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, pursuant to Massachusetts General Laws, Chapter 40, Section 4A, by and between the City of Newburyport, a municipal corporation acting by and through its Mayor, hereinafter referred to as “Newburyport”, and the Town of Salisbury, a municipal corporation acting by and through its Board of Selectmen, hereinafter referred to as “Salisbury”, both hereafter referred to collectively as the “Municipalities”.

**W I T N E S S E T H**

WHEREAS, Newburyport and Salisbury each have an interest in the North Jetty/Merrimack River Dredging Project (the “Project”); and

WHEREAS, Newburyport and Salisbury agree to share the costs for design, engineering, and permitting services for the project as specified herein based on mutual interest in the services and deliverables; and

WHEREAS, the Municipalities intend to apply for grant funding to perform the aforementioned dredging through the Massachusetts Dredging Program.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the parties agree as follows:

1. Newburyport will contract with GZA Environmental, Inc. (“GZA”) for design, engineering, and permitting services for the Project. The contract between Newburyport and GZA is included as Attachment A to this Agreement.

2. Newburyport and Salisbury agree to share the cost of the work performed by GZA for design and permitting services as specified in Attachment A. Newburyport shall pay the contract costs, and be reimbursed by Salisbury in the amount of \$20,845.
3. Newburyport and Salisbury further agree to share the cost of the supplemental dredging, the price of which is currently to be determined. Should the Municipalities secure grant funding for the work, Newburyport and Salisbury agree to each pay half of the difference between the total cost of the work and any grant amount received. The Municipalities also agree to equally provide any matching funds required for the grant. Any payment obligations in excess of the grant agreement(s) pursuant to this Agreement shall be limited to the extent that funds are appropriated therefor. This Agreement shall not preclude Newburyport or Salisbury from applying for other funding from the Commonwealth of Massachusetts, or any other sources. The above cost sharing may be amended or modified upon the written agreement of both parties.
4. Newburyport and Salisbury agree to adhere to the guidelines provided by the USACE 204 Beneficial Use Project for 100% sand placement at North Point on Plum Island in Newburyport, as set forth in the Detailed Project Report and Environmental Assessment for such project. ~~A copy of this such report is incorporated as Attachment B to this Agreement.~~
5. The terms of this Agreement shall not become effective until approved by the City Council and signed by the Mayor of Newburyport and approved by the Board of Selectmen of the Town of Salisbury. This Agreement shall remain in full force and effect and shall be binding on the parties for the period of twenty five (25) years from the date first above written.
6. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Municipalities submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

7. 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.
8. If any provision of this Agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.
9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hands and seals on the date and year first above written.

CITY OF NEWBURYPORT  
CITY COUNCIL

TOWN OF SALISBURY  
BOARD OF SELECTMEN

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MAYOR

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**CITY OF NEWBURYPORT, MASSACHUSETTS**

**AGREEMENT**

THIS AGREEMENT made this 15<sup>th</sup> day of **February, 2022** by and between the CITY OF NEWBURYPORT, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 60 Pleasant Street, Newburyport, Massachusetts, hereinafter referred to as the "CITY", and **GZA Environmental, Inc.** having a usual place of business at **144 Elm Street, Amesbury, MA 01913**, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

WHEREAS, the CITY requested proposals for

***design, engineering and permitting services  
for the North Jetty/Merrimack River Dredging Project***

at the entrance to the Merrimack River, as further described in Section 2 below, entitled "The Work" (hereinafter "the Project"); and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the CITY has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the CITY and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and the CONTRACTOR'S proposal letter, an 11-page document (including attachments), dated February 14, 2022. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work (Scope of Services) consists of **all consultant services** more fully described in the Contract Documents as defined above. This AGREEMENT and said Scope of Services may be extended upon mutual agreement of the CITY and CONTRACTOR to include additional work upon negotiation of a supplemental fee in accordance with Section 4 below.

For all tasks and deliverables, the Contractor shall deliver both hard-copy and electronic versions of all files (plans, reports, etc.) in agreed-upon standard file formats accessible by the City (Word, Excel, JPEG, PDF, PPT, AutoCAD, ArcGIS, etc.). At its discretion, acting through the Director of Planning and Development, the CITY may waive submission of hard copy documents upon request. Specifically, all inventories and tables shall be provided in Word or Microsoft Excel format, all text documents shall be provided in Microsoft Word format, all presentations shall be



provided in Microsoft PowerPoint format, and all photographs or scanned media shall be provided in JPEG image format. All survey information, site plans, architectural drawings, schematic or otherwise shall be delivered via email, internet download link or on USB thumb drive viewable and editable in PDF form as well as AutoCAD software. Original/native file formats shall be provided along with the PDF versions. An alternative program or electronic plan format may be used subject to approval by the City's Director of Planning & Development. Any and all such plans, reports and deliverables shall become the property of the City and shall be available for use by the City as necessary in the future without limitation.

3. TERM OF CONTRACT. This Agreement shall be in effect from **February 15, 2022** and shall expire on **December 31, 2022** unless terminated earlier pursuant to the terms hereof. Written agreement between the City and the Contractor is required to extend the timeframe if completion is not achieved by said date.

4. COMPENSATION.

- A. The CITY shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above (RFP Tasks 1-6) the contract sum of **\$41,690.00**, inclusive of all reimbursable and out-of-pocket expenses. Payment shall be made by the CITY in response to invoices from the CONTRACTOR indicating percentage of Task(s) completed.

This AGREEMENT and said work (Scope of Services) may be extended upon mutual agreement of the CITY and CONTRACTOR upon negotiation of a supplemental fee.

The Contractor's documents are expected to be reasonably sufficient and complete. The Contractor and its subconsultants shall provide revisions to correct any errors, inconsistencies and/or omissions in their documents without additional compensation.

- B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the CITY from any and all claims and liabilities under this Agreement.
- C. Neither the CITY's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the CITY under the Agreement or any cause of action arising out of the performance of the Agreement.
- D. The CITY shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, 12(c)(3).

5. PAYMENT OF COMPENSATION. The CITY shall make payments within thirty (30) days after its receipt of Invoice.

6. LIABILITY OF THE CITY. The CITY's liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the CITY harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the CITY, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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- B. All policies shall identify the CITY as an additional insured (except Workers' Compensation) and shall provide that the CITY shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the CITY upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a

material breach of this Agreement and shall be grounds for immediate termination. The Contractor shall also carry insurance in a sufficient amount to ensure the restoration of any plans, drawings, computations or other similar data relating to the services covered by this Agreement in the event of loss or destruction until all data is turned over to the City.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY.

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the CITY determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the CITY harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the CITY for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY.

B. Termination for Convenience. The CITY may terminate this Agreement at any time for convenience by providing the CONTRACTOR written noticespecifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The CITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the CITY. Whenever requested, CONTRACTOR shall immediately furnish to the CITY full and complete written reports of his operation under this Contract in such detail and with such information as the CITY may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the CITY harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced 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.
19. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation  
is available in the amount of this  
Contract.

\_\_\_\_\_  
Ethan Manning  
Finance Director/City Auditor  
City of Newburyport

**CITY OF NEWBURYPORT, MA**

By its: MAYOR

Sean R. Reardon  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
(Signature)

*Anders B. Bjarngard* 2/19/22  
Anders B. Bjarngard, P.E., Principal  
**GZA Environmental Inc.**