

**CITY COUNCIL MEETING AGENDA - VERSION 1**  
**CITY COUNCIL CHAMBERS**  
**MAY 30, 2017**

**7:30PM**

**(Sound Check)**

- 1. MOMENT OF SILENCE**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. LATE FILE ITEMS Mayor's Update**
- 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**

May 8, 2017

(Approve)

**8. TRANSFERS**

- **TRAN029\_05\_30\_17** BDR Elections & Reg \$1K to CLK Admin \$1K (B&F)
- **TRAN030\_05\_30\_17** Solid Waste Fee \$24,723.22 to Household Haz Waste \$12K, Sal Recycle Mgr \$12,723.22 (B&F)
- **TRAN031\_05\_30\_17** Lib Sal Staff \$10K to Lib Maint Equip \$10K (B&F)
- **TRAN032\_05\_30\_17** Free Cash \$233,603.67 to Snow & Ice Labor \$41,201.75, Snow & Ice Expenses \$192,401.92 (B&F)
- **TRAN033\_05\_30\_17** Free Cash \$25K to LGL City Solicitor \$25K (B&F)
- **TRAN034\_05\_30\_17** Free Cash \$70K to Fire Overtime \$70K (B&F)

**9. COMMUNICATIONS**

- **COMM059\_05\_30\_17** Port Taxi Memos – Suspension of Taxi Permits (L&P)
- **COMM060\_05\_30\_17** Block Party – Pheasant Run Drive – 6/30/17 (PS)
- **COMM061\_05\_30\_17** Pan Merrimack Challenge Ride – 6/17/17 (PS)
- **COMM062\_05\_30\_17** Lion's Club Yankee Homecoming Road Race – 8/1/2017 (PS)
- **COMM063\_05\_30\_17** Slow Bike Race – 8/2/17 (PS)
- **COMM064\_05\_30\_17** City Clerk Contract – 3 year (B&F)
- **COMM065\_05\_30\_17** Ltr from Kyle Hodsdon, NHS Director of Athletics (R&F)
- **COMM066\_05\_30\_17** Amendment to Funding Contribution Article 5 (GG, COTW)

**10. APPOINTMENTS**

**Re-Appointments**

- **APPT035\_05\_30\_17** Karen B. Wiener 7 Lincoln St Aff Housing Trust 6/1/2018
- **APPT036\_05\_30\_17** Dan Bourdeau, PE 376 High St Conserv Comm 6/1/2020

- APPT037\_05\_30\_17 Douglas A. Muir 10 Hancock St Conserv Comm 5/1/2020
- APPT038\_05\_30\_17 Brian Brunault 83 Garden St Constable Civil Bus 7/1/2021
- APPT039\_05\_30\_17 Miller Graf 2 Rawson Hill Rd Council on Aging 5/31/2022
- APPT040\_05\_30\_17 Leslie Eckholdt 36 Warren St Fruit St Local 5/1/2020
- APPT041\_05\_30\_17 Karen Popken 49 Boardman St Parks Comm 5/1/2018
- APPT042\_05\_30\_17 Brendan J. Coffey, PE 7 Park St WaterSewer Comm 5/1/2020
- APPT043\_05\_30\_17 Edmund L. Kelley 24 Dorothy Lucey Dr WaterSewer Comm 5/1/2020

**END OF CONSENT AGENDA  
REGULAR AGENDA**

**11. MAYOR'S UPDATE**

**12. COMMUNICATIONS**

- COMM056\_05\_08\_17 Ad Hoc Central Waterfront Committee – Report to Full Council (**TABLED**)
- COMM067\_05\_30\_17 Ad Hoc Central Waterfront Committee Report w/ Proposed Amendments

**13. ORDERS**

- ORDR025\_05\_30\_17 Parking – Hales Court Lot
- ORDR026\_05\_30\_17 Handicapped Parking Space – Summit Place
- ORDR027\_05\_30\_17 Loan Order – Intermodal Parking Facility Land Acquisition
- ORDR028\_05\_30\_17 Gift Acceptance – Sunscreen Dispenser
- ORDR029\_05\_30\_17 Grant Acceptance – Tower Foundation
- ORDR030\_05\_30\_17 Handicapped Parking Space - 13 Parsons Street

**14. ORDINANCES**

- ODNC002\_03\_28\_17 Amend Sec 2 – 368, 14 – 32, Water and Sewer Board (**2<sup>nd</sup> READING**)
- ODNC005\_05\_08\_17 Update of Rules for Special Events (**2<sup>nd</sup> READING**)
- ODNC006\_05\_30\_17 Amend Sec. 3-2 Disposal of Animal Waste

**15. COMMITTEE ITEMS**

**Budget & Finance**

*In Committee:*

- ORDR002\_01\_25\_16 Accept Gift of \$25,000 Repairing Brown's Wharf Culvert (**COTW**)
- ORDR009\_02\_08\_16 Increase Fees for Fire Dept.
- ORDR010\_02\_08\_16 Increase Fines Parking Violations
- ORDR039\_05\_31\_16 Increase Hourly Parking Rate to \$1.50
- ORDR079\_09\_26\_16 Movie Location Order (**L&P**)
- ORDR080\_09\_26\_16 **LATE FILE** Order of Taking Parking Facility (**P&D**)
- TRAN005\_02\_27\_17 Free Cash 25K to Dog Park Project 25K
- ORDR010\_02\_27\_17 Dog Park Grant Acceptance
- COMM031\_03\_28\_17 FY17-FY21 Capital Improvement Program Submission (**COTW**)
- COMM032\_03\_28\_17 Line Items Reduced in FY17 Adopted Budget
- TRAN018\_04\_10\_17 Multiple Accounts \$300K to Nock/Molin Parking Lot Repairs \$300K
- TRAN022\_04\_24\_17 PI Utility Fund \$2,030,765 to PI Hydrant Replacement 1.9M, SEW Municipal Insurance \$130,765 (**PU**)

- **TRAN025\_05\_08\_17** Mult Acnts \$98K to LED Streetlight Conversion \$98K (**PU**)
- **TRAN026\_05\_08\_17** Lib Sal Staff \$10K to Lib Maint - Equipment \$10K
- **TRAN027\_05\_08\_17** Fir Fuel/Oil Vehicles \$15K to Fir Maint - Vehicles \$15K
- **COMM051\_05\_08\_17** FY2018 Proposed Budget (**COTW**)

## **General Government**

### *In Committee:*

- **ORDR016\_04\_10\_17** Extension of Intermunicipal Agreement for Shared Animal Control

## **Joint Education**

### *In Committee:*

## **License & Permits**

### *In Committee:*

- **COMM010\_01\_25\_16** Licensing Commission Acoustic & Amplified Entertainment
- **ODNC011\_05\_31\_16** Amend Transient Vendors for Cashman (**COTW**)
- **ORDR079\_09\_26\_16** Movie Location Order (**B&F**)
- **ODNC001\_01\_30\_17** BYOB Ordinance
- **COMM028\_03\_13\_17** **LATE FILE** Ltr from Smitten LLC re: A-Frames
- **COMM052\_05\_08\_17** Outdoor Seating Application – Mandarava
- **COMM053\_05\_08\_17** Outdoor Seating Application - Dos Amigos Burritos
- **COMM057\_05\_08\_17** Memo from Sgt Whitney to Port Taxi re: suspension of 5 taxi (Port)
- **COMM058\_05\_08\_17** Memo from Sgt Whitney to City re: suspension of 5 taxi permits (Port) including information from Port Taxi delivered to Clerk on May 8, 2017

## **Neighborhoods and City Services**

### *In Committee:*

- **ODNC001\_01\_11\_16** Amend Ch11 Parks and Recreation (**COTW**)
- **ORDR048\_06\_13\_16** Sidewalk Order
- **COMM048\_04\_24\_17** Ltr from Merchants re: Downtown Events (**PS**)

## **Planning & Development**

### *In Committee:*

- **COMM076\_07\_11\_16** **LATE FILE** Boyd Drive Petition
- **ORDR080\_09\_26\_16** **LATE FILE** Order of Taking Parking Facility (**B&F**)
- **COMM091\_10\_11\_16** Ltr to Council from J. Sweet on ZBA
- **COMM096\_10\_31\_16** Draft of Newburyport's Master Plan
- **COMM114\_12\_12\_16** Memo on Master Plan - Work Plan and Appendix XX
- **COMM023\_02\_27\_17** Zoning Changes to Waterfront West (**COTW**)
- **COMM024\_03\_13\_17** Newburyport's Master Plan - Final Document (**COTW**)
- **COMM030\_03\_28\_17** Pres. Trust Ltr to City Council re: 1690 House
- **COMM034\_03\_28\_17** Evergreen Special Permit Issued by Planning Board
- **COMM035\_03\_28\_17** Rules of Professional Conduct Rule 3.9
- **COMM038\_03\_28\_17** Lower Custom House Way
- **ORDR015\_04\_10\_17** Complete Streets Policy (**PU**)
- **ODNC003\_04\_10\_17** Zoning Amendment - Hardship for Variances

- **ODNC004\_04\_10\_17** Zoning Amendment - Zoning Administrator

#### **Public Safety**

##### *In Committee:*

- **ODNC015\_08\_29\_16** 25 MPH Speed Zones
- **ORDR077\_09\_12\_16** Parking Restricted on Daniel Lucy Way
- **COMM046\_04\_10\_17** 60th Yankee Homecoming - 7/29-8/6
- **COMM048\_04\_24\_17** Ltr from Merchants re: Downtown Events (**N&CS**)
- **COMM054\_05\_08\_17** Ride to End Alzheimer's - 6/24/17
- **COMM055\_05\_08\_17** Lafayette Street Block Party - 7/29/17
- **ORDR024\_05\_08\_17** Parking Restricted Fair Street at Middle Street

#### **Public Utilities**

##### *In Committee:*

- **COMM060\_05\_31\_16** Mobilitie, LLC Highway Access Permit
- **ORDR015\_04\_10\_17** Complete Streets Policy (**P&D**)
- **TRAN022\_04\_24\_17** PI Utility Fund \$2,030,765 to PI Hydrant Replacement 1.9M, SEW Municipal Insurance \$130,765 (**B&F**)
- **TRAN025\_05\_08\_17** Mult Acnts \$98K to LED Streetlight Conversion \$98K (**B&F**)

#### **Rules Committee**

##### *In Committee:*

- **ORDR013\_02\_27\_17** Amend City Council Rules Relating to Bonding Funds (**COTW**)

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

#### **17. ADJOURNMENT**

**CONSENT AGENDA**

**CITY COUNCIL MEETING MINUTES - VERSION 1**  
**CITY COUNCIL CHAMBERS**  
**MAY 8, 2017**

**7:15PM**

**Capital Improvement Program Hearing**

The City Council President called the meeting to order at 7:15pm. The City Council President pro tempore Connell then instructed the City Clerk to call the roll. The following Councillors answered present: Vogel, Zeid, Cameron, Connell, Cronin, Earls, Eigerman, Giunta, Tontar. 10 present, 1 Absent (OBrien). The Clerk read the notice as published and as required by the Charter. The President then asked all to speak in favor or opposed. Hearing no one, he closed the meeting at 7:19 pm.

**7:30PM**

The City Council President called the meeting to order at 7:30pm. President Protemp Connell led the Council in the Pledge of Allegiance. The City Council President then instructed the City Clerk to call the roll. The following Councillors answered present: Vogel, Zeid, Cameron, Connell, Cronin, Earls, Eigerman, Giunta, Tontar, Devlin, OBrien (remotely). 11 present. Note that since Councillor OBrien is participating remotely, all votes were roll call votes.

**(Sound Check)**

1. **MOMENT OF SILENCE**
2. **PLEDGE OF ALLEGIANCE**
3. **CALL TO ORDER**
4. **LATE FILE ITEMS Mayor's Update, COMM056\_05\_08\_17, COMM057\_05\_08\_17, COMM058\_05\_08\_17, PS Committee Items, Order of Taking, Agreement with Exhibits A, B, & C, TRAN028\_05\_08\_17**
5. **PUBLIC COMMENT**

1. Jim McCauley	27 Storeybrooke Dr	Ad Hoc Report
2. Laurel Allgrove	22 Beacon Ave	Ad Hoc Report
3. Ann Marie Vega	21 Boyd Dr	Evergreen
4. Pam Lee	1 Boyd Dr	Evergreen
5. Rob Germinara	2 Ashland St	NRA Appt/Ad Hoc Report

**6. MAYOR'S COMMENT**

The Mayor spoke briefly and then went through 10 slides on the Annual Budget (FY18) which was placed on the Councillors' desks at the start of the meeting.

**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 24, 2017

(Approve)

April 27, 2017

(Approve)

**8. TRANSFERS**

- **TRAN025\_05\_08\_17** Mult Accnts \$98K to LED Streetlight Conversion \$98K

(B&F)(PU)

- **TRAN026\_05\_08\_17** Lib Sal Staff \$10K to Lib Maint - Equipment \$10K (B&F)
- **TRAN027\_05\_08\_17** Fir Fuel/Oil Vehicles \$15K to Fir Maint - Vehicles \$15K (B&F)

**9. COMMUNICATIONS**

- **COMM051\_05\_08\_17** FY2018 Proposed Budget (B&F)(COTW)
- **COMM052\_05\_08\_17** Outdoor Seating Application – Mandarava (L&P)
- **COMM053\_05\_08\_17** Outdoor Seating Application - Dos Amigos Burritos (L&P)
- **COMM054\_05\_08\_17** Ride to End Alzheimer's - 6/24/17 (PS)
- **COMM055\_05\_08\_17** Lafayette Street Block Party - 7/29/17 (PS)

**10. APPOINTMENTS**

- **NONE**

**END OF CONSENT AGENDA  
REGULAR AGENDA**

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

**11. MAYOR’S UPDATE**

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

**12. COMMUNICATIONS**

- **COMM057\_05\_08\_17** Memo from Sgt Whitney to Port Taxi re: suspension of 5 taxi (Port)
- **COMM058\_05\_08\_17** Memo from Sgt Whitney to City re: suspension of 5 taxi permits (Port) including information from Port Taxi delivered to Clerk on May 8, 2017  
Motion to refer collectively to License & Permit by Councillor Cameron, seconded by Councillor Vogel. Roll call vote, 11 yes. Motion passed.

**13. APPOINTMENTS**

**Second Reading**

- **APPT032\_04\_24\_17** David St. Cyr 25 Tyng St NRA 4/1/2018

**Re-Appointments**

- **APPT033\_04\_24\_17** Kevin Hunt 14 10<sup>th</sup> St Veterans Agent 4/1/2018
- **APPT034\_04\_24\_17** Barry J. McBride 5 Pine St Asst Wiring Inspector 5/1/2018

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

**14. ORDERS**

- **ORDR024\_05\_08\_17** Parking Restricted Fair Street at Middle Street  
Motion to refer to Public Safety by Councillor Eigerman, seconded by Councillor Cameron. Roll call vote, 11 yes. Motion passed.

**15. ORDINANCES**

- **ODNC005\_05\_08\_17** Update of Rules for Special Events

Motion to approve first reading by Councillor Zeid, seconded by Councillor Devlin. Roll call vote, 11 yes. Motion passed.

## 15. COMMITTEE ITEMS

### Budget & Finance

#### *In Committee:*

- **ORDR002\_01\_25\_16** Accept Gift of \$25,000 Repairing Brown's Wharf Culvert **(COTW)**
- **ORDR009\_02\_08\_16** Increase Fees for Fire Dept.
- **ORDR010\_02\_08\_16** Increase Fines Parking Violations
- **ORDR039\_05\_31\_16** Increase Hourly Parking Rate to \$1.50
- **ORDR079\_09\_26\_16** Movie Location Order **(L&P)**
- **ORDR080\_09\_26\_16** **LATE FILE** Order of Taking Parking Facility **(P&D)**
- **TRAN005\_02\_27\_17** Free Cash 25K to Dog Park Project 25K
- **ORDR010\_02\_27\_17** Dog Park Grant Acceptance
- **COMM031\_03\_28\_17** FY17-FY21 Capital Improvement Program Submission **(COTW)**
- **COMM032\_03\_28\_17** Line Items Reduced in FY17 Adopted Budget
- **TRAN018\_04\_10\_17** Multiple Accounts \$300K to Nock/Molin Parking Lot Repairs \$300K
- **TRAN021\_04\_24\_17** General Fund \$20K to Ins FICA Payroll Taxes \$20K  
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Cameron. Roll call vote, 11 yes. Motion passed. Motion to approve by Councillor Tontar, seconded by Councillor Cameron. Roll call vote, 11 yes. Motion passed.
- **TRAN022\_04\_24\_17** PI Utility Fund \$2,030,765 to PI Hydrant Replacement 1.9M, SEW Municipal Insurance \$130,765 **(PU)**
- **TRAN023\_04\_24\_17** General Fund \$15,735.83, Wtr Retained Earnings 7,224.95, Swr Retained Earnings 3,945.12 to Retire Approp \$26,905.90 **(PU)**  
Motion to remove from both Budget & Finance and Public Utilities by Councillor Tontar, seconded by Councillor Cameron. Roll call vote, 11 yes. Motion passed. Motion to approve by Councillor Tontar, seconded by Councillor Zeid. Roll call vote, 11 yes. Motion passed.
- **ORDR021\_04\_24\_17** Bond Premium Order  
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. Roll call vote, 11 yes. Motion passed. Motion to approve by Councillor Tontar, seconded by Councillor Zeid. Roll call vote, 11 yes. Motion passed.

### General Government

#### *In Committee:*

- **ORDR016\_04\_10\_17** Extension of Intermunicipal Agreement for Shared Animal Control

### Joint Education

#### *In Committee:*

### License & Permits

#### *In Committee:*

- **COMM010\_01\_25\_16** Licensing Commission Acoustic & Amplified Entertainment
- **ODNC011\_05\_31\_16** Amend Transient Vendors for Cashman **(COTW)**
- **ORDR079\_09\_26\_16** Movie Location Order **(B&F)**
- **ODNC001\_01\_30\_17** BYOB Ordinance



- **COMM028\_03\_13\_17 LATE FILE** Ltr from Smitten LLC re: A-Frames

### Neighborhoods and City Services

#### *In Committee:*

- **ODNC001\_01\_11\_16** Amend Ch11 Parks and Recreation (**COTW**)
- **ORDR048\_06\_13\_16** Sidewalk Order
- **COMM048\_04\_24\_17** Ltr from Merchants re: Downtown Events (**PS**)

### Planning & Development - Councillor Cameron stated that P&D committee will be meeting on the Master Plan.

#### *In Committee:*

- **COMM076\_07\_11\_16 LATE FILE** Boyd Drive Petition
- **ORDR080\_09\_26\_16 LATE FILE** Order of Taking Parking Facility (**B&F**)
- **COMM091\_10\_11\_16** Ltr to Council from J. Sweet on ZBA
- **COMM096\_10\_31\_16** Draft of Newburyport's Master Plan
- **COMM114\_12\_12\_16** Memo on Master Plan - Work Plan and Appendix XX
- **COMM023\_02\_27\_17** Zoning Changes to Waterfront West (**COTW**)
- **COMM024\_03\_13\_17** Newburyport's Master Plan - Final Document (**COTW**)
- **COMM030\_03\_28\_17** Pres. Trust Ltr to City Council re: 1690 House
- **COMM034\_03\_28\_17** Evergreen Special Permit Issued by Planning Board
- **COMM035\_03\_28\_17** Rules of Professional Conduct Rule 3.9
- **COMM038\_03\_28\_17** Lower Custom House Way
- **ORDR015\_04\_10\_17** Complete Streets Policy (**PU**)
- **ODNC003\_04\_10\_17** Zoning Amendment - Hardship for Variances
- **ODNC004\_04\_10\_17** Zoning Amendment - Zoning Administrator
- **ORDR018\_04\_24\_17** Parking License between the City and the USPS (**PS**)  
Removed PS

### Public Safety

#### *In Committee:*

- **ODNC015\_08\_29\_16** 25 MPH Speed Zones
- **ORDR077\_09\_12\_16** Parking Restricted on Daniel Lucy Way
- **COMM037\_03\_28\_17** 7th Annual GNOCA 5K Walk - 9/24/17  
Motion to remove and approve by Councillor Cronin, seconded by Councillor Giunta. Roll call vote, 11 yes. Motion passed.
- **COMM046\_04\_10\_17** 60th Yankee Homecoming - 7/29-8/6
- **COMM048\_04\_24\_17** Ltr from Merchants re: Downtown Events (**N&CS**)
- **COMM049\_04\_24\_17** Coast to the Cure Bike Ride - 9/9/17  
Motion to remove and approve by Councillor Cronin, seconded by Councillor Cameron. Roll call vote, 11 yes. Motion passed.
- **ORDR018\_04\_24\_17** Parking License between the City and the USPS (**P&D**)  
Motion to remove and approve by Councillor Cameron, seconded by Councillor Cronin. Roll call vote, 11 yes. Motion passed.
- **ORDR019\_04\_24\_17** Stop Signs at Temple and Fair  
Motion to remove and approve by Councillor Eigerman, seconded by Councillor Zeid. Roll call vote, 11 yes. Motion passed.
- **ORDR020\_04\_24\_17** No Parking, Plum Island Turnpike, Right Turning Lane

Motion to remove and approve by Councillor Cronin, seconded by Councillor Zeid. Roll call vote, 11 yes. Motion passed.

## Public Utilities

### *In Committee:*

- **COMM060\_05\_31\_16** Mobilitie, LLC Highway Access Permit
- **ODNC002\_03\_28\_17** Amend Sec 2 – 368, 14 – 32, Water and Sewer Board  
Motion to remove and approve by Councillor Eigerman, seconded by Councillor Cameron. Roll call vote, 11 yes. Motion passed.
- **ORDR015\_04\_10\_17** Complete Streets Policy (**P&D**)
- **TRAN022\_04\_24\_17** PI Utility Fund \$2,030,765 to PI Hydrant Replacement 1.9M, SEW Municipal Insurance \$130,765 (**B&F**)
- **TRAN023\_04\_24\_17** General Fund \$15,735.83, Wtr Retained Earnings 7,224.95, Swr Retained Earnings 3,945.12 to Retire Approp \$26,905.90 (**B&F**)

## Rules Committee

### *In Committee:*

- **ORDR013\_02\_27\_17** Amend City Council Rules Relating to Bonding Funds (**COTW**)

## Ad Hoc Central Waterfront Committee

### *In Committee:*

- **COMM056\_05\_08\_17** Report to Full Council  
Motion to remove by Councillor Eigerman, seconded by Councillor Giunta. Roll call vote, 11 yes. Motion passed. Motion to refer to Committee of the Whole by Councillor Zeid, seconded by Councillor Tontar. Withdrawn. Motion to table by Councillor Eigerman, seconded by Councillor Cameron. Roll call vote, 11 yes. Motion passed.

## 16. GOOD OF THE ORDER- Councillor Zeid spoke on the Evergreen project followed by a five minute recess 08:58pm

17. EXECUTIVE SESSION - - pursuant to G.L. c. 30A, s 21(a)(6) to consider the purchase, exchange, lease or value of real estate, and G.L. c. 30A, s 21(a)(3) to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the negotiating or litigating position of the public body and the chair so declares - 18 Boyd Drive and 81-83 Merrimac Street and 90 Pleasant St; votes may be taken.

There was no Executive Session. The Council took up the ORDR023\_04\_27\_17 Order of Taking, the Agreement with Exhibits A, B, & C, and TRAN028\_05\_08\_17 (Water Retained Earnings 114,500 to Payment of Damages \$114,500) as follows:

1. Motion to approve the Agreement with Exhibits A, B & C and authorize the Mayor to sign any and all necessary documents associated therewith, by Councillor Cronin, seconded by Councillor Giunta. Roll call vote, 10 yes. 1 absent (Earls) Motion passed.
2. Motion to approve the Order of Taking by Councillor Vogel, seconded by Councillor Zeid. Councillor Connell called for a **5-minute recess.(8:45PM)**
3. Motion to approve the Order of Taking by Councillor Vogel, seconded by Councillor Zeid. Withdrawn.
4. Motion to waive the rules and allow a late file (TRAN028\_05\_08\_17).

5. Emergency Preamble to allow the Order of Taking, the Agreement with Exhibits A, B, & C, TRAN028\_05\_08\_17 by Councillor Eigerman, seconded by Councillor Zeid. Roll call vote, 10 yes, 1 Absent (Earls) Motion passed.
6. Motion to reconsider the motion to approve the Agreement by Councillor Eigerman, seconded by Councillor Cronin. Roll call vote, 10 yes, 1 Absent (Earls) Motion passed.
7. Motion to approve the Agreement with Exhibits A, B, & C and authorize the Mayor to sign any and all necessary documents associated therewith by Councillor Eigerman, seconded by Councillor Cameron. Roll call vote, 10 yes, 1 Absent (Earls) Motion passed.
8. Motion to approve the Order of Taking and the appropriation and TRAN028\_05\_08\_17 by Councillor Eigerman, seconded by Councillor Zeid. Roll call vote, 10 yes, 1 Absent (Earls). Motion passed.

## **18. ADJOURNMENT**

Motion to adjourn by Councillor Vogel, seconded by Councillor Zeid. Roll call vote, 10 yes, 1 absent (Earls). Motion passed. 9:50pm.

**TRANSFERS**



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
MAY 23 PH 12:03

# City of Newburyport

## FY 2017

# BUDGET TRANSFER REQUEST

**Department:** City Clerk

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

**Date Submitted:** 5/30/2017

**Transfer From:**

Account Name	<u>BDR Elections &amp; Registration</u>	YTD Bal:	\$	<u>2,561.75</u>
Account Number:	<u>01163007-57808</u>	Category:	\$	<u>2,561.75</u>
Amount:	<u>\$1,000.00</u>	Trans I/O:	\$	<u>-</u>
Why are Funds Available:	<u>A surplus is anticipated at year-end.</u>			

**Transfer To:**

Account Name	<u>CLK Administration</u>	YTD Bal:	\$	<u>343.79</u>
Account Number:	<u>01161002-54200</u>	Category:	\$	<u>1,932.19</u>
Amount:	<u>\$1,000.00</u>	Trans I/O:	\$	<u>-</u>
Why are Funds Required:	<u>This line item is used to fund administrative-related expenses for the City Clerk's Office and City Council.</u>			

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

Donna D. Holaday  
Ethan R. Manning

Date: 5/23/17  
Date: 5/23/17



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

# City of Newburyport

## FY 2017

# BUDGET TRANSFER REQUEST

MAY 23 PM 12:03

**Department:** Sustainability

**Submitted by:** Molly Ettenborough

**Date Submitted:** 5/30/2017

**Transfer From:**

Account Name	Solid Waste Fee	YTD Bal:	\$ 314,063.84
Account Number:	2747-59600	Trans In:	
Amount:	\$24,723.22	Trans Out:	\$ 40,000.00
Why are Funds Available:	<i>Funded through compost sticker fees and recycling rebate.</i>		

*This transfer is the standard method for moving funds from Reserve for Appropriations accounts into General Fund accounts.*

**Transfer To:**

Account Name	Household Hazardous Waste	YTD Bal:	\$ (10,176.17)
Account Number:	01519001-53424	Category:	\$ 197,591.28
Amount:	\$12,000.00	Trans I/O:	\$ 20,000.00
Why are Funds Required:	<i>To cover funding of hazardous waste account expenditures at the recycling center.</i>		

**Transfer To:**

Account Name	Salary Recycle/Energy Manager	YTD Bal:	\$ (4,660.12)
Account Number:	01519001-51160	YTD Cat:	\$ 4,698.12
Amount:	\$12,723.22	Trans I/O:	\$ -
Why are Funds Required:	<i>To cover salary for Recycling/Energy Manager for remainder of FY2017.</i>		

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

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

Date: 5/23/17  
Date: 5/23/17



**City of Newburyport**  
**FY 2017**  
**BUDGET TRANSFER REQUEST**

RECEIVED  
 CITY CLERK'S OFFICE  
 NEWBURYPORT, MA

MAY 23 PM 12:03

**Department:** Library

**Submitted by:** Cynthia Dadd, Director

**Date Submitted:** 5/30/2017

**Transfer From:**

Account Name	<u>LIB SAL STAFF</u>	YTD Bal:	\$	<u>137,851.37</u>
Account Number:	<u>01610001-51156</u>	Category:	\$	<u>138,570.98</u>
Amount:	<u>\$10,000.00</u>	Trans I/O:	\$	<u>-</u>
Why are Funds Available:	<u>A surplus is anticipated in this line item at year-end due to vacant positions</u>			

**Transfer To:**

Account Name	<u>LIB MAINT-EQUIPMENT</u>	YTD Bal:	\$	<u>(7,911.44)</u>
Account Number:	<u>01610002-52402</u>	Category:	\$	<u>20,620.09</u>
Amount:	<u>\$10,000.00</u>	Trans I/O:	\$	<u>-</u>
Why are Funds Required:	<u>The Library's HVAC required additional maintenance and repairs this year, resulting in higher than anticipated expenses in this line item. The Library received two more HVAC bills for significant work to the chiller and a broken motor, totaling about \$9,000. With these, we will have had \$40,725 in repairs thus far this fiscal year.</u>			

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

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

Date: 5/23/17  
 Date: 5/23/17



# City of Newburyport

## FY 2017

### BUDGET TRANSFER REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2017 MAY 23 PM 12: 03

**Department:** Mayor's Office

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

**Date Submitted:** 5/30/2017

**Transfer From:**

Account Name	General Fund - Free Cash	YTD Bal:	\$ 1,029,923.51
Account Number:	01-35910	Trans In:	\$ -
Amount:	\$233,603.67	Trans Out:	\$ 1,344,078.49
Why are Funds Available:	<i>The Massachusetts Department of Revenue certified Free Cash for FY2017 at \$2,374,002. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council.</i>		



**Transfer To:**

Account Name	Snow & Ice - Labor	YTD Bal:	\$ (41,201.75)
Account Number:	01423001-51301	Category:	\$ -
Amount:	\$41,201.75	Trans I/O:	\$ -
Why are Funds Required:	<i>Snow and ice expenses are variable depending on winter weather conditions. This account is used to pay the overtime for City employees during snow and ice events. State law allows communities to deficit spend in this category, however the deficit must be removed by fiscal year-end with available funds, or raise in FY2018.</i>		

**Transfer To:**

Account Name	Snow & Ice - Expenses	YTD Bal:	\$ (192,401.92)
Account Number:	01423002-52901	Category:	\$ -
Amount:	\$192,401.92	Trans I/O:	\$ -
Why are Funds Required:	<i>Snow and ice expenses are variable depending on winter weather conditions. This account is used to pay the cost of contractors hired to clear snow, equipment maintenance, as well as, materials such as salt and sand. State law allows communities to deficit spend in this category, however the deficit must be removed by fiscal year-end with available funds, or raise in FY2018.</i>		

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

Date: 5/23/17

Date: 5/23/17





# City of Newburyport

## FY 2017

### BUDGET TRANSFER REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2017 MAY 23 PM 12:03

**Department:** Mayor's Office  
**Submitted by:** Donna D. Holaday, Mayor      **Date Submitted:** 5/30/2017

**Transfer From:**

Account Name	<u>General Fund - Free Cash</u>	YTD Bal:	<u>\$ 1,029,923.51</u>
Account Number:	<u>01-35910</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$25,000.00</u>	Trans Out:	<u>\$ 1,344,078.49</u>
Why are Funds Available: <u>The Massachusetts Department of Revenue certified Free Cash for</u>			
<u>FY2017 at \$2,374,002. These funds are available for any legal expenditure with the approval of the</u>			
<u>Mayor and a vote of the City Council.</u>			

**Transfer To:**

Account Name	<u>LGL City Solicitor</u>	YTD Bal:	<u>\$ 2,700.92</u>
Account Number:	<u>01191002-53020</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$25,000.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Required: <u>The City annually budgets \$70,000 to fund the City Solicitor, KP Law.</u>			
<u>Additional funds are needed to fund this line item through year-end. Higher than anticipated costs were</u>			
<u>incurred during FY2017 due to a number of projects and matters requiring legal review.</u>			

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

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

Date: 5/23/17  
 Date: 5/23/17



# City of Newburyport

## FY 2017

### BUDGET TRANSFER REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2017 MAY 23 PM 12:04

**Department:** Mayor's Office

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

**Date Submitted:** 5/30/2017

**Transfer From:**

Account Name	<u>General Fund - Free Cash</u>	YTD Bal:	\$	<u>1,029,923.51</u>
Account Number:	<u>01-35910</u>	Trans In:	\$	<u>-</u>
Amount:	<u>\$70,000.00</u>	Trans Out:	\$	<u>1,344,078.49</u>
Why are Funds Available:	<u>The Massachusetts Department of Revenue certified Free Cash for FY2017 at \$2,374,002. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council.</u>			

**Transfer To:**

Account Name	<u>Fire Overtime</u>	YTD Bal:	\$	<u>(17,261.30)</u>
Account Number:	<u>01220001-51301</u>	Category:	\$	<u>337,214.05</u>
Amount:	<u>\$70,000.00</u>	Trans I/O:	\$	<u>-</u>
Why are Funds Required:	<u>The FY2017 appropriation for Fire Overtime was \$262,250. Overtime is used mostly to cover paid time off, including vacation, sick and personal time. An additional \$70,000 is needed to pay overtime costs through year-end.</u>			

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

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

Date: 5/23/17  
Date: 5/23/17

## COMMUNICATIONS



# CITY OF NEWBURYPORT

## POLICE DEPARTMENT

**MARK MURRAY**  
CITY MARSHAL

**4 GREEN ST**  
**NEWBURYPORT, MA**  
**01950**

TEL: 978-462-4411

FAX: 978-462-0396

To: Port Taxi  
From: Sergeant Gregory Whitney, Taxi Inspector  
Cc: City Clerk Richard Jones  
Date: May 7, 2017  
Re: Suspension of taxi permits

---

Effective immediately the following taxi permits are suspended in the City of Newburyport:

<b>Registration</b>	<b>VIN</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>
MA/TA/24209	1D4GP45R24B506418	2004	Dodge	Caravan
MA/TA/25259	1D4GP24R95B171178	2005	Dodge	Caravan
MA/TA/24201	1D4GP25R36B527463	2006	Dodge	Caravan
MA/TA/24222	1D4GP24R66B526647	2006	Dodge	Caravan
MA/TA/24210	2D4GP24RX5R149045	2005	Dodge	Caravan

If you wish to have the permits reinstated contact the City Clerk's office. The re-inspections that were scheduled for Monday, May 8, 2017 will be postponed indefinitely.



# CITY OF NEWBURYPORT

## POLICE DEPARTMENT

**MARK MURRAY**  
CITY MARSHAL

4 GREEN ST  
NEWBURYPORT, MA  
01950

TEL: 978-462-4411

FAX: 978-462-0396

To: City Clerk Richard Jones  
From: Sergeant Gregory Whitney, Taxi Inspector  
Date: May 7, 2017  
Re: Suspension of Port Taxi permits

---

In accordance with Section 15-28 of the Newburyport City Ordinances, I have suspended the following taxi permits that were issued to Port Taxi:

Registration	VIN	Year	Make	Model
MA/TA/24209	1D4GP45R24B506418	2004	Dodge	Caravan
MA/TA/25259	1D4GP24R95B171178	2005	Dodge	Caravan
MA/TA/24201	1D4GP25R36B527463	2006	Dodge	Caravan
MA/TA/24222	1D4GP24R66B526647	2006	Dodge	Caravan
MA/TA/24210	2D4GP24RX5R149045	2005	Dodge	Caravan

I served a notice of these suspensions in hand to the owner of Port Taxi, Harold Congdon on Sunday, May 7, 2017 at 1:30 am. Port Taxi still has three valid taxis permitted with the City.

The reason for these suspensions is for non-compliance with the taxi ordinances. On Friday, May 5, 2017 I conducted the annual taxi inspections. These five taxis failed the inspection for various reasons. Additionally MA/TA/24209, MA/TA/25259, and MA/TA/24210 were rejected because they weren't currently registered with the City. Port Taxi transferred the registrations from one vehicle to another without proper authorization.

Mr. Congdon was present for the inspections. After failing the inspections I explained to him that the taxis were not permitted to operate as Newburyport taxis until the safety and taxi permit issues had been corrected. I made arrangements to have the taxis re-inspected on Monday, May 8, 2017. This re-inspection was postponed indefinitely after the permits were suspended.

Initially after the inspections I did not suspend the taxi permits, rather I was allowing Port Taxi to correct the issues and provide me with proof of the corrections. However, as the two incidents detailed below demonstrate, it became



## CITY OF NEWBURYPORT

apparent that the most appropriate course of action was to suspend the five taxi permits.

On Saturday, May 6, 2017 at approximately 12:30 am I observed the taxi bearing MA/TA/25259 on State Street in the area of the Port Tavern, waiting to pick up a fare. I spoke with the operator, Anthony Sottile, and he confirmed that he was attempting to pick up a fare. I observed that the taxi did not have the rates posted (sec. 15-39), and Mr. Sottile did not have his Newburyport taxi driver's license displayed (sec. 15-43). He stated that he was picking his license up Monday. I explained to Mr. Sottile that the taxi was not permitted to operate as a Newburyport taxi, and he was not to pick up a fare.

I mailed a City Ordinance Violation to Port Taxi for not having a valid taxi permit, in violation of section 15-29, with a fine of \$250.

On Sunday, May 07, 2017 at approximately 12:25 am I observed the taxi bearing MA/TA/24222 pick up a fare in front of the Thirsty Whale on State Street. I stopped the taxi on Middle Street. This taxi failed the safety inspection due to the tires. The right front tire had virtually no tread left on it. The taxi also did not have a front plate attached (sec. 15-44). These issues were not corrected. I spoke with the operator, Joseph Marciszka, who did not have his Newburyport taxi driver's license displayed (sec. 15-43). He also stated that he was picking it up on Monday. I explained to him that the taxi was not currently permitted to operate as a Newburyport taxi. Due to the safety issue with the front tires, I had the vehicle towed from the scene.

I mailed a second City Ordinance Violation to Port Taxi for not having a valid taxi permit, in violation of section 15-29, with a fine of \$250. I also issued Mr. Congdon a traffic citation for violation of MGL Ch. 90 s. 7Q for the tire tread.

I am requesting that this information be forwarded to the City Council for their review. I also recommend that the City Council revoke the permits issued to Port Taxi to conduct business in the City of Newburyport.



# CITY OF NEWBURYPORT

## POLICE DEPARTMENT

**MARK MURRAY**  
CITY MARSHAL

**4 GREEN ST**  
**NEWBURYPORT, MA**  
**01950**

TEL: 978-462-4411

FAX: 978-462-0396

To: City Clerk Richard Jones  
From: Sergeant Gregory Whitney, Taxi Inspector  
Date: May 19, 2017  
Re: Port Taxi City Ordinance Violation

---

On May 7, 2017 five of the taxi permits assigned to Port Taxi were suspended after non-compliance with the taxi ordinance. I served a notice of this suspension in hand to Harold Condon, the owner of Port Taxi. I made it clear that the taxis were not to operate as Newburyport taxis until they were properly permitted.

On May 19, 2017 shortly before 1:00 am I observed the following taxi with a suspended taxi registration pick up passengers on State Street in the area of Essex Street:

Registration	VIN	Year	Make	Model
MA/TA/24201	1D4GP25R36B527463	2006	Dodge	Caravan

I stopped the taxi at the on-ramp to the Gillis Bridge. I spoke with the operator, Joseph Marciszka, and explained to him that this taxi was not permitted to operate as a Newburyport taxi.

I mailed a City Ordinance Violation to Port Taxi for not having a valid taxi permit, in violation of section 15-29, with a fine of \$250.

I am requesting that this information be forwarded to the City Council for their review. I am recommending that the City Council revoke the permits issued to Port Taxi to conduct business in the City of Newburyport.



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2017 MAY -9 PH 12: 26

CITY OF NEWBURYPORT  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950

## BLOCK PARTY APPLICATION

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

DATE OF REQUEST: 5/10/17

### CONTACT INFORMATION

FIRST AND LAST NAMES: Erin LaRosa

MAILING ADDRESS: 8 wildwood Dr. Newburyport

PHONE NUMBER: 978-463-0477 or cell (617-510-8139)

E-MAIL ADDRESS: erinleighmoon@yahoo.com

### BLOCK PARTY INFORMATION

BLOCK PARTY DATE: 6/30/17

DESIRED STREET CLOSING LOCATION: Pheasant Run Drive (middle section)  
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: Pheasant Run Drive

DESIRED STREET CLOSING TIME: 3 p.m. - 10 p.m.

Block Parties should run no later than 10:00 p.m.



**REGULATIONS**

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

I understand that applications for block party permits may take up to four (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: Evan LaRosa Date: 5/10/17

**APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE**

CITY MARSHALL [Signature]  
 4 Green Street

FIRE CHIEF [Signature] 5/8/17  
 Greenleaf Street

DEPUTY DIRECTOR [Signature] 5/8/2017  
 1 Perry Way

CITY CLERK [Signature]  
 60 Pleasant Street

City use only:

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

RECEIVED  
CLERK'S OFFICE  
NEWBURYPORT, MA

(For Parades, Road Races and Walkathons Only - Please complete page 2 of this application)

2017 MAY 11 PM 4:36

NAME OF EVENT: Pan Merrimack Challenge - P/MC Ride - Cycling

Date: 6/17/17 Time: from 8:00 to 2:00

Rain Date: none Time: from - to -

2. Location: Michael's Harborside -> West Newbury Box Send / Back

3. Description of Property: Rail Trail Public  Private

4. Name of Organizer: Riverside Cycle City Sponsored Event: Yes  No

Contact Person Barry Connell

Address: 36 Woodland St, Nhp, MA Telephone: 958-462-462

E-Mail: envisocem@comcast.net Cell Phone: 958-621-0551

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

5. Number of Attendees Expected: 300

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

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

8. What Age Group is the Event Targeted to? 8-80

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 1

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? 5
- b) How many recycling receptacles will you be providing? 5
- 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 netto Recycling mello
- 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 6
- b) # of recycling container(s) to be provided by Recycling Office 6
- 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)**

# 6 Standard # 1 ADA accessible

Name of company providing the portable toilets: Cape Anne Portables

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

PARADE \_\_\_\_\_ ROAD RACE \_\_\_\_\_ WALKATHON \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

Crossing @ Parker St.

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

8. Will Detours for Motor Vehicles Be Required? Yes If so, where? Parker St / Rail Trail

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.

## 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: Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply	
	<input type="checkbox"/> Yes: \$ _____ due on _____	<input type="checkbox"/> No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
___	10. Recreation Department:	_____
___	11. License Commission	_____

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

### Limitations


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

- (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:** 5/11/17

**NEWBURYPORT SPECIAL EVENT APPLICATION**

CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
FAX

Tel.

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

NAME OF EVENT: NEWBURYPORT LION'S CLUB Y.H.C. RACE

Date: AUGUST 1, 2017 Time: from 8 AM to 8:30 PM

Rain Date: NONE Time: from \_\_\_\_\_ to \_\_\_\_\_

2. Location: NEWBURYPORT HIGH SCHOOL & NBPT-STREET'S

3. Description of Property: HIGH SCHOOL GROUNDS Public  Private \_\_\_\_\_

4. Name of Organizer: NEWBURYPORT LION'S CLUB City Sponsored Event: Yes \_\_\_\_\_ No

Contact Person: JACK KOLMAN

Address: 4 CARLTON DRIVE Telephone: 978-462-3339

E-Mail: \_\_\_\_\_ Cell Phone: 617-763-5766

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

5. Number of Attendees Expected: 3000 THREE THOUSAND

6. MA Tax Number: 51-02-30184

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

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

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

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

A. Vending: Food  Beverages  Alcohol NO Goods NO Total # of Vendors

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

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

Name of Carnival Operator: NA

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

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

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

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

978-499-0413

If yes: N.H.S.

- a) How many trash receptacles will you be providing? AS MANY AS NEEDED, 12
- b) How many recycling receptacles will you be providing? SEE MOLLY/ETTENBOROUGH 12
- c) Will you be contracting for disposal of: Trash Yes  No  Recycling Yes  No 
  - i. If yes, size of dumpster(s): Trash 10 YARD Recycling N.H.S.
  - ii. Name of disposal company: Trash G. MELLO Recycling MOLLY/ETTENBOROUGH
  - iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes  No
  - iv. If no, where will the trash & recycling be disposed? SEE MOLLY

If no:

- a) # of trash container(s) to be provided by DPS N.H.S. JANITORS (12)
- b) # of recycling container(s) to be provided by Recycling Office 12
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS

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

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

# 35 Standard # 1 ADA accessible

Name of company providing the portable toilets: DAVE'S



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:  
NEWBURYPORT LION'S CLUB

2 Name, Address & Daytime Phone Number of Organizer: JONATHAN PEARSON  
978-462-4203 - Home  
978-376-5378 CELL

3 Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up \_\_\_\_\_  
PAUL KOLMAN  
978-462-3339

4. Date of Event: AUGUST 17 Expected Number of Participants: 3000 +

5. Start Time: 6 PM Expected End Time: 8:30 PM

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): SEE ATT 5+10 K

7. Locations of Water Stops (if any): SEE ATT: 9 WATER STOP'S VARIOUS LOCATIONS

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

9. Formation Location & Time for Participants: NBPT HIGH SCHOOL GROUNDS

10. Dismissal Location & Time for Participants: NBPT HIGH SCHOOL 8 PM

11. Additional Parade Information:  
• Number of Floats: NONE

• Locations of Viewing Stations: SEE ROAD RACE MAP ATT 1

• 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 Lt Pausgkin 5/17/17 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.

<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: Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply	
	<input type="checkbox"/> Yes: \$ _____ due on _____	<input type="checkbox"/> No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
___	10. Recreation Department:	_____
___	11. License Commission	_____

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

### Limitations

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

- (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: Paul A. Kolman Date: 5/10/17 #



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/17/2017

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

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

PRODUCER STAR Insurance - Fort Wayne Office 2130 East Dupont Road  Fort Wayne IN 46825	CONTACT NAME: Margaret Mayers
	PHONE (A/C, No, Ext): (260) 467-5689 FAX (A/C, No): (260) 467-5691 E-MAIL: margaret.mayers@starfinancial.com ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A National Casualty Company	NAIC # 11991
INSURER B Nationwide Life Insurance Co.	66869
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2017 \$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"/> COMMERCIAL GENERAL LIABILITY		KRO0000006655200	12/31/2016 12:01 AM	12/31/2017 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Legal Liability to Participant \$1,000,000					MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Abuse & Molestation Aggregate \$5,000,000				PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ Unlimited
A	AUTOMOBILE LIABILITY		KRO0000006655200	12/31/2016 12:01 AM	12/31/2017 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)		SPX0000027889600	12/31/2016 12:01 AM	12/31/2017 12:01 AM	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): 08/06/17 27th Annual Newburyport High Street Mile INSURED RRCA CLUB/EVENT MEMBER: Winner's Circle Running Club, Att'n: Jane Lemuth; 211 Elm St, Salisbury, MA 01952

CERTIFICATE HOLDER  08/06/17 City of Newburyport 60 Pleasant St Newburyport, MA 01950	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Terry Diller/LIO <i>Terry R. Diller, CPCU</i>

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2017

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PRODUCER  DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: lionsclubs@dspins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
INSURED  Newburyport Lions Club 33 N Newburyport Massachusetts	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDOG27856202	09/01/2016	09/01/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH09044966	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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


Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Newburyport Lions 10 Mile and 5 K Races, August 1,2017

City of Newburyport is included as an Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the Insured shown above and not out of the sole negligence of said additional insured.

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

## CERTIFICATE HOLDER

## CANCELLATION

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

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# CERTIFICATE OF LIABILITY INSURANCE

5 of 8  
DATE (MM/DD/YYYY)  
05/10/2017

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.

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<b>PRODUCER</b>  DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	<b>CONTACT NAME:</b> John Adams <b>PHONE (A/C, No, Ext):</b> 1-800-316-6705 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> lionsclubs@dspins.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> ACE American Insurance Company	<b>NAIC #:</b> 22667
<b>INSURED</b>	
Newburyport Lions Club 33 N Newburyport Massachusetts	
<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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDOG27856202	09/01/2016	09/01/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMPI/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH09044966	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTIONS						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<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			N/A			WC STATU-TORY LIMITS	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Newburyport Lions 10 Mile and 5 K Races, August 1, 2017

Newburyport High School, City of Newburyport is included as an Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the Insured shown above and not out of the sole negligence of said additional insured.  
 PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

<b>CERTIFICATE HOLDER</b>  Newburyport High School 241 High Street Newburyport Massachusetts 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 	

LOF 4

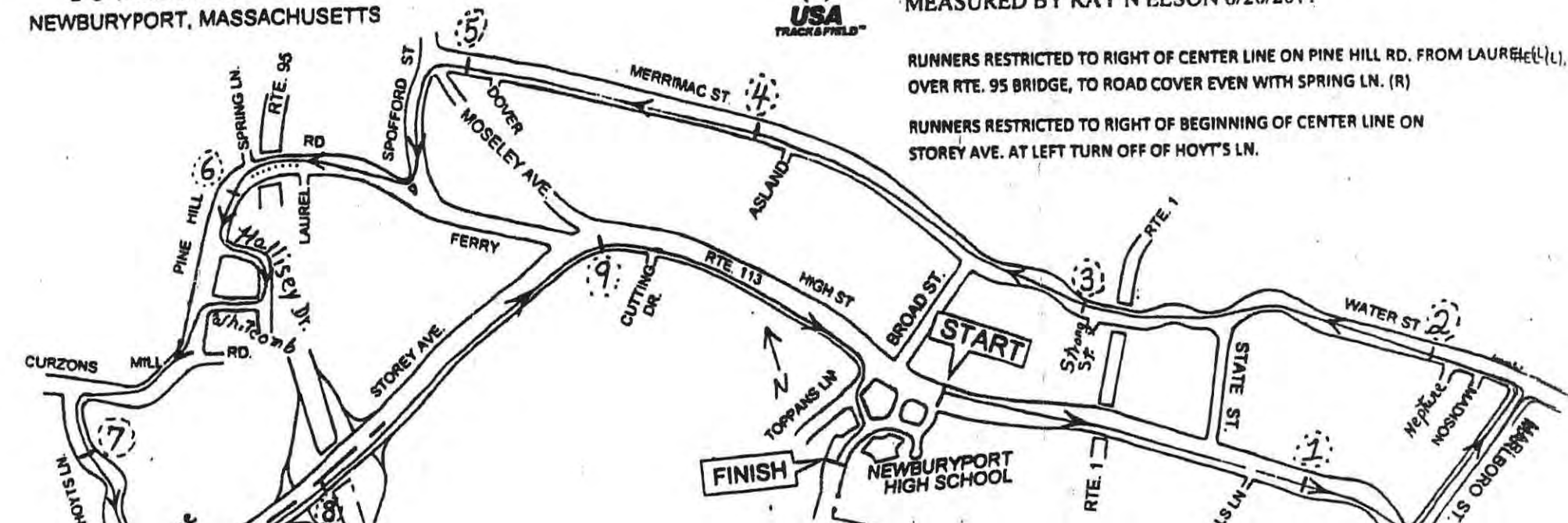
# 10M Race

## Yankee Homecoming 10 Mile Road Race NEWBURYPORT, MASSACHUSETTS

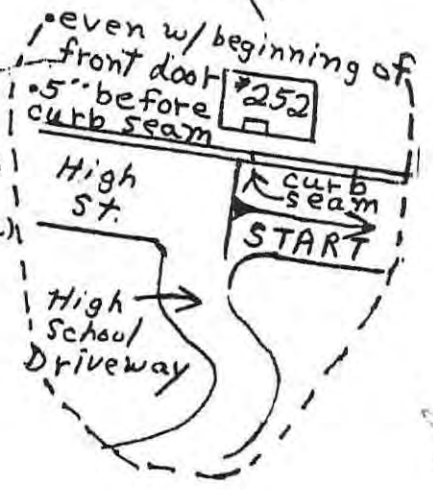
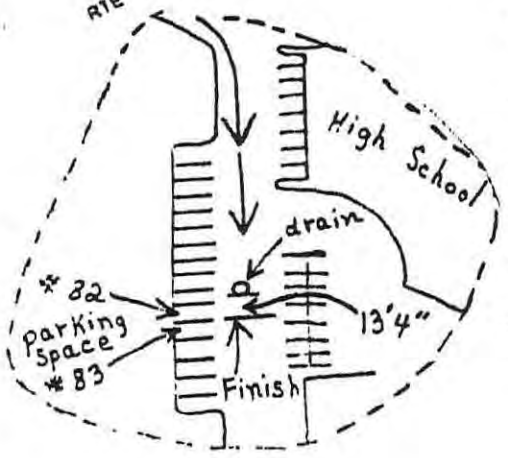


VIEWING LOCATIONS  
USATF CERTIFIED COURSE - MA11008RN  
EFFECTIVE 8/2/2011 - 12/31/2021  
MEASURED BY RAY NELSON 6/20/2011

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



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



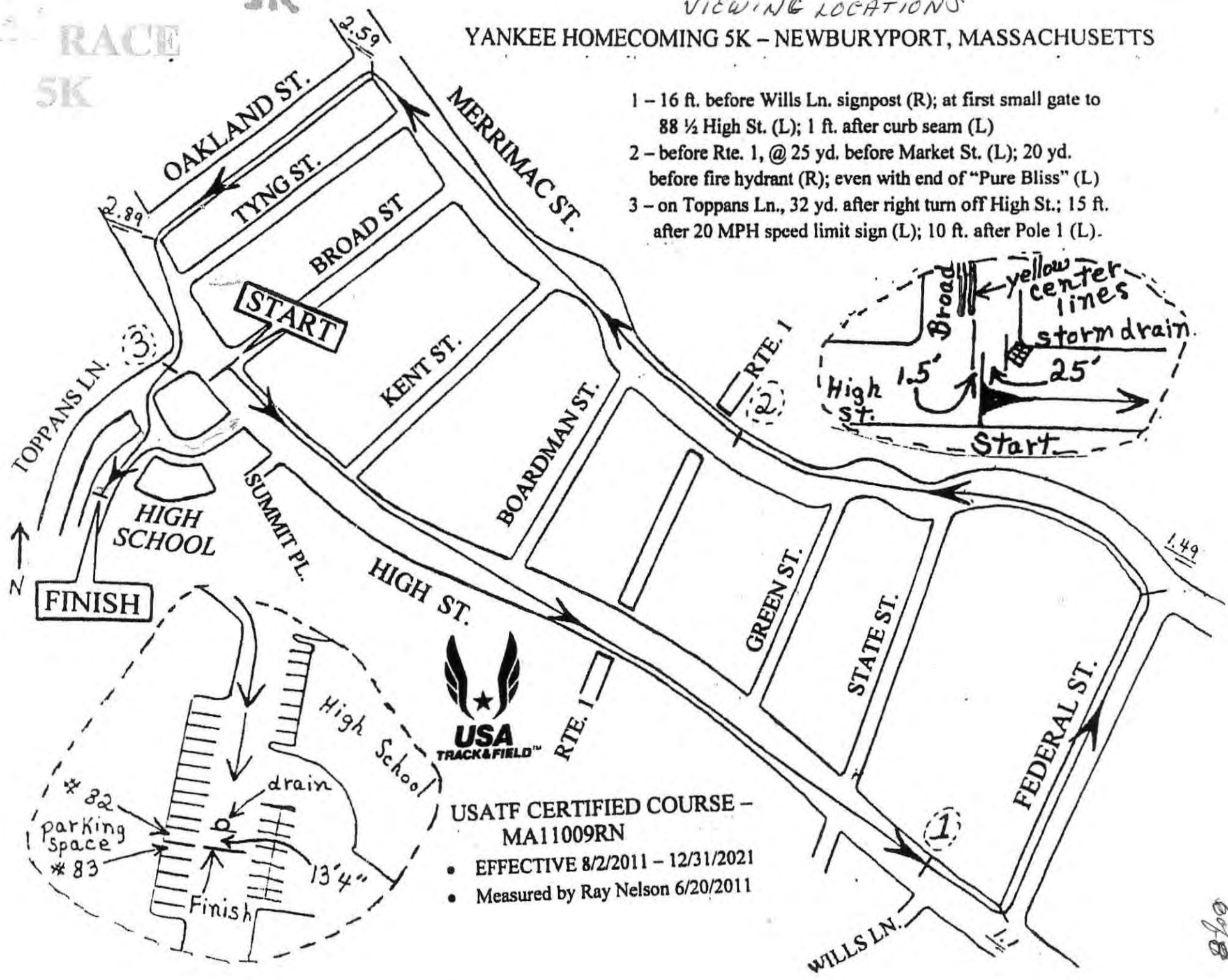
LOF 4

RACE  
5K

5K

VIEWING LOCATIONS  
YANKEE HOMECOMING 5K - NEWBURYPORT, MASSACHUSETTS

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



6/09



## NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. 978-761-5488

Fax.

RECEIVED  
CLERK'S OFFICE  
NEWBURYPORT, MA

(For Parades, Road Races and Walkathons Only - Please complete page 2 of this application)

2017 MAY 22 PM 3:47

**NAME OF EVENT:** Slow Bike Race

Date: 8/2/17 Time: from 4:00 pm to 8:00 pm

Rain Date: N/A Time: from \_\_\_\_\_ to \_\_\_\_\_

2. Location: Pleasant Street (between Green Street & Titcomb Street)

3. Description of Property: Street & Brown Square Public  Private \_\_\_\_\_

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

Contact Person

Address: PO Box 1016, Newburyport, MA 01950 Telephone: 978-462-2733

E-Mail: michlnort16@gmail.com Cell Phone: 978-761-5488

Day of Event Contact & Phone: Michele L. Norton/#978-761-5488

5. Number of Attendees Expected: 200

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

7. Is the Event Being Advertised?  Yes \_\_\_\_\_ Where? Social Media (Facebook), NBPT Chamber, WNBP

8. What Age Group is the Event Targeted to? All ages (youth-adults)

9. Have You Notified Neighborhood Groups or Abutters? Yes  No \_\_\_\_\_, Who? Residents on Pleasant Street

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

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

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

C. Games /Rides: Adult Rides \_\_\_\_\_ Kiddie Rides \_\_\_\_\_ Games \_\_\_\_\_ Raffle \_\_\_\_\_  
Other \_\_\_\_\_ Total # 0

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? 1
- 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 0
- b) # of recycling container(s) to be provided by Recycling Office 0
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

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

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

# 0 Standard # 0 ADA accessible

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

**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:  
Coastal Trails Coalition

2. Name, Address & Daytime Phone Number of Organizer: Michele L. Norton  
PO Box 1016  
Newburyport, MA 01950  
#978-761-5488

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up Michele L. Norton  
PO Box 1016  
Newburyport, MA 01950  
#978-761-5488

4. Date of Event: 8/2/17 Expected Number of Participants: 200

5. Start Time: 4:00 pm Expected End Time: 8:00 pm

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

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

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

9. Formation Location & Time for Participants: Pleasant Street (Between Green Street & Titcomb Street)

10. Dismissal Location & Time for Participants: Pleasant Street (Between Green Street & Titcomb Street)

11. Additional Parade Information: N/A
- Number of Floats: \_\_\_\_\_
  - Locations of Viewing Stations: \_\_\_\_\_
  - Are Weapons Being Carried: Yes \_\_\_\_\_ No \_\_\_\_\_
  - Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_\_\_ No \_\_\_\_\_

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

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 0 Greenleaf St.  
 DEPUTY DIRECTOR [Signature] 76A Perry Way CITY CLERK [Signature] 60 Pleasant St.

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

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

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

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

### Limitations

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

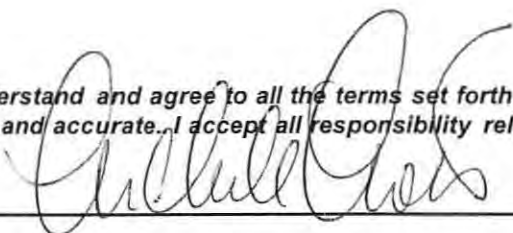
- (e) *"Road Closure"* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers 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:** 5/22/17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/10/2017

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

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

<b>PRODUCER</b> Eastern Insurance Group LLC 233 West Central St  Natick MA 01760		<b>CONTACT NAME:</b> Select <b>PHONE (A/C, No, Ext):</b> (800) 333-7234 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Coastal Trails Coalition Inc PO Box 1016  Newburyport MA 01950		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Mt Vernon Fire Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 17 Event GL REVISION NUMBER:

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

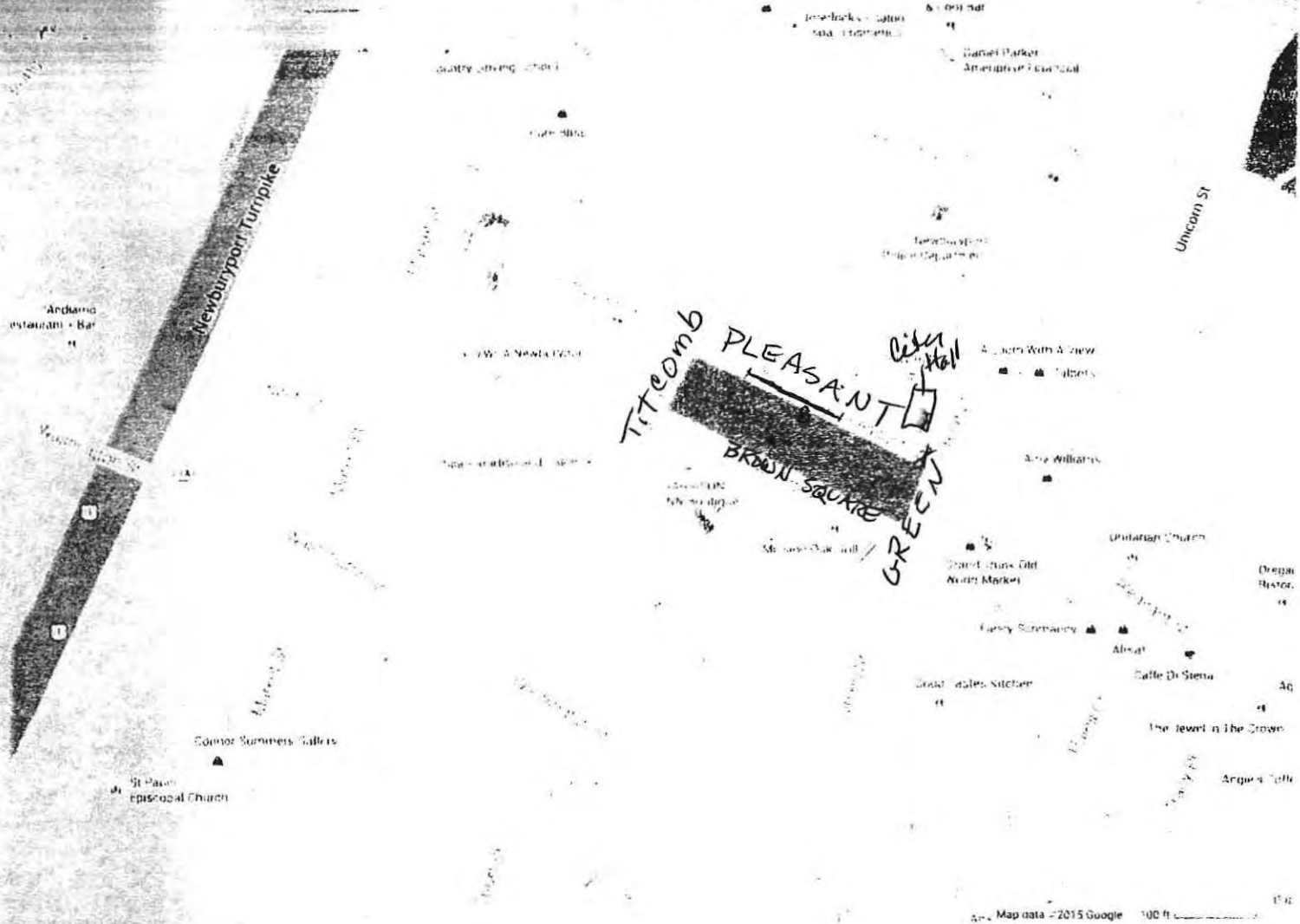
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CL2712704	8/2/2017	8/3/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
							Employee Benefits	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						OCCUR	\$
							CLAIMS-MADE	\$
							AGGREGATE	\$
	<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						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Certificate Holder is Additional Insured in respect to General Liability

<b>CERTIFICATE HOLDER</b>  City of Newburyport 60 Pleasant Street Newburyport, MA 01950	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  John Koegel/SCAMPB
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# Slow Bike Race

— Route of race

x Road closure

B Bullhorn

Aug 2 2017 4:00pm to 8:00pm



**City of Newburyport**  
**Contract**  
**Between**  
**The City Council**  
**And**  
**Richard B. Jones, City Clerk**

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City Council (herein after City Council) and Richard B. Jones (herein after City Clerk).

The City Council and the City Clerk hereby agree that the following terms and conditions shall govern, subject to annual appropriation, the salary and fringe benefits to which Richard Jones shall be entitled as City Clerk for the City of Newburyport.

**1. Term of Contract and Termination**

**A. Term of Contract and Probation Period**

This agreement is for a term of three years commencing on April 15, 2017 and ending on April 15, 2020. Reappointment is subject to the majority vote of City Council. In the event the City Clerk is re-appointed for another three (3) year term, this contract can be extended and amended with terms that are agreeable to the City Council and the City Clerk. This contract is also subject to amendment in the event of any significant changes in job responsibilities or duties.

If the City Clerk decides to resign from the position at any time during the three (3) year contract, the City Clerk *shall* provide the City at least sixty (60) calendar days written notice of said resignation.

**B. Disciplinary Action and Dismissal**

The City Council reserve and retain the right to discharge, suspend, or otherwise discipline for just cause the employee covered by this agreement. The City Council shall provide the City Clerk with written notification of any contemplated discipline or dismissal for just cause.

**C. Non-Reappointment**

The City Clerk position is subject to appointment. In the event that the City Clerk is not to be reappointed, the City Council shall ordinarily notify the City Clerk, in writing, ninety (90) days in advance. Such notice shall be hand delivered to the City Clerk with signed confirmation by the City Council President. The City shall provide one (1) month severance pay to the City Clerk if the ninety (90) days advance written notice of non-appointment is not provided by the City Council to the City Clerk.



## 2. Hours of Work

The City Clerk is a salaried position requiring at least a 40 hour work week. The days worked include all week days and also weekends as part of the Clerk's responsibilities extend to managing the paid parking program and its enforcement officers. The total hours worked will be based on the fulfillment of the duties and responsibilities of the position with full understanding the total number of hours of work may vary from week to week. The City Clerk is expected to attend evening and weekend meetings and events.

## 3. Essential Functions

The City Clerk serves as the official keeper of the municipal records. The City Clerk assembles the agenda packets with supporting documents for the City Council Meetings. The City Clerk is also responsible for overseeing local, state, and federal elections, serving as keeper of financial records, serving as registrar of vital statistics, serving as a passport office manager, assuring the transparency of the municipality's conduct of business, and enforcement of Conflict of Interest policies.

The City Clerk manages four full-time employees (Assistant City Clerk, Administrative Assistant I, and Administrative Assistant II, Parking Enforcement Officer), 4 – 6 part-time Parking Enforcement Officers, and 40 election workers (event-related). The Clerk is also the records access officer ('RAO') for the City of Newburyport.

The City Clerk is also the Parking Clerk and therefore manages the Parking Department. The Parking Department includes the full-time parking enforcement officer and the part-time enforcement officers as well as the paid parking program. The paid parking program includes agreements to manage certain parking lots for the Newburyport Redevelopment Authority and the Waterfront Trust in addition to the City parking lots.

Additionally, the City Clerk manages the Passport Program which has two agents and one assistant.

The City Clerk shall perform his duties in accordance with all applicable local, state, and federal, regulations, laws, ordinances, and City Charter provisions.

## 4. Compensation

Subject to annual appropriation, the City Clerk currently receives \$95,509 annually. The budget for this salary comes from the following areas:

City Clerk	Clerk of Council	Clerk Registrar	Registrar	Parking Clerk	Total
\$66,325.5	\$4,244.8	\$2,122.42	\$530.60	\$22,285.3	\$95,508.72

Subject to annual appropriation, for the next three next three Fiscal Years, at the beginning of the Fiscal Year, the City Clerk will receive a salary increase and a 2% Cost of Living Adjustment per the schedule below.

Fiscal Year	City Clerk	Clerk of Council	Clerk Registrar	Registrar	Parking Clerk	Total
FY 2018	\$74,325.50	\$4,329.73	\$2,164.87	\$541.21	\$22,731.08	\$104,092.38
FY 2019	\$75,812.01	\$4,416.32	\$2,208.17	\$552.04	\$23,185.70	\$106,174.23
FY 2020	\$77,328.25	\$4,504.65	\$2,252.33	\$563.08	\$23,649.41	\$108,297.72

### 5. Professional Development

Consistent with existing practice the City shall grant reasonable time off without loss of pay and without charge to any other leave to attend conferences, seminars, or professional meetings, which are directly related to improving the City Clerk's knowledge and skills in his particular position. A request for such time off shall be made to the City Council as soon as practical and shall outline the nature and extent of the proposed leave. Attendance at such conference on non-scheduled workdays shall not entitle the employee to any additional compensation or additional time off. The City may appropriate funds for tuition and related expenses for attending conferences.

The City will reimburse the City Clerk for the cost of attendance at seminars, conferences, and other meetings attended by employees, with prior approval of the Mayor. Mileage for travel shall be reimbursed at the current IRS rate.

### 6. Education

The City Clerk shall hold a bachelor's degree from an accredited institution. A law degree is preferred.

### 7. Longevity

The City Clerk hereby waives any claim to longevity payment.

### 8. Insurance

The City Clerk is eligible for all health insurance benefits in accordance with the agreement negotiated the City and the Public Employee Committee (PEC agreement) pursuant to MGL Chapter 32B, Section 19. The city will pay seventy-five percent (75%) of the premium for the first \$2000.00 worth of Life insurance and the employee will pay twenty-five (25%) of the cost for the first \$2000.00 worth of Life insurance. The difference between the \$2000.00 life insurance and the \$5000 life insurance will be paid 100% by the City.

### 9. Equipment

The City will provide the following equipment to support the Position Title in the fulfillment of their duties:

Equipment
-----------

Cell Phone
------------

## 10. Vacation, Personal, Bereavement, Sick, and Jury Duty

### A. Vacation

The City Clerk will be entitled to six (6) weeks vacation, each Fiscal Year. Vacation for the fiscal year is provided on July 1 of that Fiscal Year. With the City Council President's permission, the City Clerk may carry over ten (10) days of unused vacation from one fiscal year to the next. Upon termination of employment, the City Clerk shall be paid for any unused vacation previously accrued. If termination is caused by death, such payment shall be made to the City Clerk's spouse or beneficiary.

### B. Personal

The City Clerk shall be entitled to four (4) personal days per Fiscal Year. Unused personal days shall not be carried from year to year. Personal days are not cumulative from one Fiscal Year to the next and unused amounts are not eligible for buy-back upon retirement or termination of employment.

### C. Bereavement Leave

The City Clerk shall be entitled to five (5) days of paid bereavement time, without loss of pay, vacation, or other leave. This time off will be granted upon the death of an immediate family member (spouse, parent, child, step-child, foster-child, brother, sister, mother and father in-law, grandmother, grandfather, spouse's mother father grandmother, grandfather). Should the death occur during the City Clerk's scheduled vacation or days off, then the five (5) days of bereavement leave will be substituted for said vacation or days off, and the vacation.

### D. Sick Leave

The City Clerk has accumulated sick leave and will continue to accumulate 1.25 days of sick leave each month. Sick leave is cumulative and carried forward from one Fiscal Year to the next. Upon retirement, the City Clerk will be paid 50% of the number of unused sick days with a maximum of days paid not to exceed eighty-five (85) days. There will be no buy-back of sick leave if the employee resigns or is terminated.

### E. Jury Duty

If the City Clerk is requested for Jury Duty, he shall be given the time off without the loss of pay.

## 11. Holidays

The City Clerk shall be entitled to twelve (12) paid holidays. These are:

1. New Year's Day,	7. Labor Day
2. Martin Day King Day	8. Columbus Day

3. Washington's Birthday	9. Veteran's Day
4. Patriot's Day	10. Thanksgiving Day
5. Memorial Day	11. Day after Thanksgiving
6. Independence Day	12. Christmas Day.

The City Clerk shall receive one day's pay for each Holiday worked in association with his parking clerk responsibilities. Payment for these days worked will come from the paid parking program.

**12. Other**

Other information and guidance for the City Clerk *not* covered in this Agreement can be found in the Employee Handbook.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal to this instrument the date and year first above written.

City Council President  
 Thomas F. O'Brien  
 11 Moseley Ave.  
 Newburyport, MA 01950

City Clerk  
 Richard B. Jones  
 283 High Street  
 Newburyport, MA 01950

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

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

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



Michael Parent  
Principal

Tricia Blackstock  
Director of Guidance

*The High School*  
241 High Street  
Newburyport, Massachusetts  
01950

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2017 MAY 23 AM 11:45  
Michael Festa  
Associate Principal  
Kyle Hodsdon  
Director of Athletics

May 22, 2017

Dear Mayor Holaday,

As the school year is winding down and our sports season is almost over, I wanted to express my sincere appreciation for the commitment to our fields by you and your Parks Department. Lise Reid has enthusiastically supported any idea to upgrade the overall atmosphere at our athletic facilities. From the initial stages to completion, Lise has been actively involved to find resources to make it happen. The addition of Mike Hennessey is the key component to making our visions a reality. Mike has advanced knowledge and is willing to listen and share ideas to find possible solutions that benefits all. None of this would be possible without your unwavering support for upgrading our fields to benefit our youth. Thank you!

When I arrived in Newburyport in September, 2015, the field situation was frustrating. Many field projects had begun but we struggled to find adequate training space for our teams. Now, just 20 months later, we have great facilities and all of our sports programs have a place to call home.

Last year, I hired a person to mow, a different person to drag a field, a different person to line the field, and a different person to paint the field. I even had to hire a person from Maine to drive 1:20 just to prep our softball fields because of lack of interest. Needless to say, it wasn't the most efficient or cost effective way to prepare fields. Mike Hennessey and his crew have made a huge difference in the last year and our coaches, even the picky ones, are complimenting their work. The fields are better because of your commitment to fund these positions and our youth is benefitting. Thank you!

I just wanted to share my thoughts on how appreciative I am to work in Newburyport with such a strong supporting cast.

I hope to continue a long relationship with Lise, Mike and their crew to make our athletic facilities match the reputation of the City.

Sincerely,

Kyle Hodsdon  
Director of Athletics

2017 MAY 23 AM 11:44

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

**Amendment to Contract**

**City of Newburyport and Town of West Newbury**

**Intermunicipal Agreement for the Administration of Shared Animal Control Services**

This amendment (the "Amendment") is made by the City of Newburyport and the Town of West Newbury, parties to the agreement Intermunicipal Agreement for the Administration of Shared Animal Control Services dated July 1, 2017, amended on \_\_\_\_\_, 2017.

The Agreement is amended as follows:

**Article 5. Funding Contribution**

During the Fiscal Year 2018 (July 1, 2017 – June 30, 2018), the Town of West Newbury shall pay the City of Newburyport for animal control services a total sum of \$21,500 to be paid in four equal quarterly payments of \$5,375 on or before August 1, November 1, February 1 and May 1. This payment shall include the all applicable expenses incurred by the City of Newburyport in providing Animal Control Services on behalf of the participating Governmental Units, including, but not limited to, salaries, group health insurance, workers' compensation insurance, and all other applicable benefits. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution during the initial term or any extended term of this agreement, subject to available appropriation.

**APPOINTMENTS  
FIRST READING**



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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2017 MAY -9 PM 12:08

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

To: President and Members of the  
City Council  
From: Donna D. Holaday, Mayor  
Date: May 8, 2017  
Subject: Re-Appointment

-----  
I hereby reappoint, subject to your approval the following  
named individual as a member of the Newburyport  
Affordable Housing Trust. This term will expire on June 1,  
2018.

Karen B. Wiener  
7 Lincoln Street  
Newburyport, MA 01950





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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2017 MAY -9 PM 12:08

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: May 8, 2017  
Subject: Re- Appointment

-----  
I hereby re-appoint, subject to your approval, the following named individual as a member of the Conservation Commission This term will expire on June 1, 2020.

Dan Bourdeau, P.E.  
376 High Street  
Newburyport, MA 01950



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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
MAY -9 PM 12:08

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: May 8, 2017  
Subject: Re-Appointment

-----  
I hereby re-appoint, subject to your approval, the following named individual as a member of the Conservation Commission. This term will expire on May 1, 2020.

Douglas A. Muir  
10 Hancock Street  
Newburyport, MA 01950



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

RECEIVED  
CLERK'S OFFICE  
NEWBURYPORT, MA

2011 MAY 16 PM 3: 18

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

To: President and Members of the  
City Council  
From: Donna D. Holaday, Mayor  
Date: June 9, 2014  
Subject: Re-Appointment

-----  
I hereby re-appoint, subject to your approval, the following named individual as a Constable for the City of Newburyport for civil business. This term will expire on July 1, 2021.

Brian Brunault  
83 Garden Street  
West Newbury, MA 01985



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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2017 MAY -9 PM 12:08

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: May 8, 2017  
Re: Re-Appointment

A handwritten signature in cursive script, appearing to read "Donna D. Holaday", written over the "From:" line of the memo.

-----

I hereby re-appoint, subject to your approval, the following named individual as a member of the Council on Aging. This term shall expire on May 31, 2022

Miller Graf  
2 Rawson Hill Road  
Newburyport, MA 01950



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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2017 MAY -9 PM 12:08

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: May 8, 2017  
Re: Re-Appointment

*Donna D. Holaday*

-----  
I hereby re-appoint, subject to your approval, the following named individual as a member of the Fruit Street Local Historic District Commission. This term will expire on May 2020.

Leslie Eckholdt  
36 Warren Street  
Newburyport, MA 01950



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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2017 MAY -9 PM 12:08

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: May 8, 2017  
Subject: Re-Appointment

---

I hereby re-appoint, subject to your approval, the following named individual as a member of the Parks Commission. This term will expire on May 1, 2018.

Karen Popken  
49 Boardman Street  
Newburyport, MA 01950



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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2017 MAY -9 PM 12:08

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: May 8, 2017  
Subject: Re-Appointment

*Donna D. Holaday*

-----  
I hereby re-appoint, subject to your approval, the following named individual as a member of the Water/Sewer Commission. This term will expire May 1, 2020.

Brendan J. Coffey, P.E.  
7 Park Street  
Newburyport, MA 01950



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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
MAY -9 PM 12:08

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: May 8, 2017  
Subject: Re-Appointment

-----  
I hereby re-appoint, subject to your approval, the following named individual as a member of the Water/Sewer Commission. This term will expire May 1, 2020.

Edmund L. Kelley  
24 Dorothy Lucey Drive  
Newburyport, MA 01950



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

# COMMUNICATIONS

*AD HOC* CENTRAL WATERFRONT COMM. – REPORT TO FULL COUNCIL, MAY 2, 2017

The *Ad Hoc* Central Waterfront Committee was charged to develop policies and objectives regarding a long-term vision for the Central Waterfront, including number of parking spaces, land ownership, and operational and maintenance responsibilities, subject to full Council approval. The Committee recommends that the City Council endorse the following terms of a final settlement.

Executive Summary of Proposed Settlement:

- **Extraordinary treatment** for Central Waterfront to resolve 40 years of dispute
- With state approval, **City** binds self to fund maintenance and repair of expanded public park
- **NRA** grants all but one upland parcel to Waterfront Trust for expanded public park use
- **Waterfront Trust** affirms City's exclusive rights to public parking and water-dependent uses
- Construction of expanded park **contingent upon raising capital funds**

1. Master Plan reconciling Sidford-Uhlig Plan + COW Plan + Andy Port Plan

- a. Expanded **Market Landing Park**, including widened shoreline berm
- b. Reconfigured **West Parking Lot** and **East Parking Lot**
- c. Dimensions and locations of **"Ways"** settled for all time
  - i. All ways **perpendicular to shore**
  - ii. **Non-vehicular Central Wharf Way** aligned with Unicorn Street
- d. **Clipper City Rail Trail** passes through as a "loop"
- e. **Firehouse Center** controls patio as facility of public accommodation, as today
- f. **Custom House** controls land back to bulkhead, subject to current public uses
- g. **Harbor Master** controls all water-dependent uses (docks), as today
- h. City controls **upland parcel on Merrimac Street** west of Central Wharf Way

2. Waterfront Trust reorganizes, such that:

- a. Board of Trustees increases to **seven (7)**. **Mayor appoints five (5) and City Council appoints two (2)**. First two appointed by Council = **1 NRA member + 1 Settlor**.
- b. **One trustee serves ex-officio on Harbor Commission, and vice versa.**
- c. No further role for **1980 litigants (Settlers) or the NRA**
- d. Primary mission = **stewardship of "public park"**
- e. **Acts as City commission:** open meeting, conflicts of interest, & public records laws
- f. Can grant **easements solely to City for public purposes**, and below market rates
- g. Duty to **charge reasonable usage fees** for public park
- h. **Audit and other enforcement rights** by City Council and citizens
- i. Amendments require **2/3 Trustees + 2/3 City Council + Attorney General**

3. City binds itself legally to fund operation and maintenance of expanded public park:

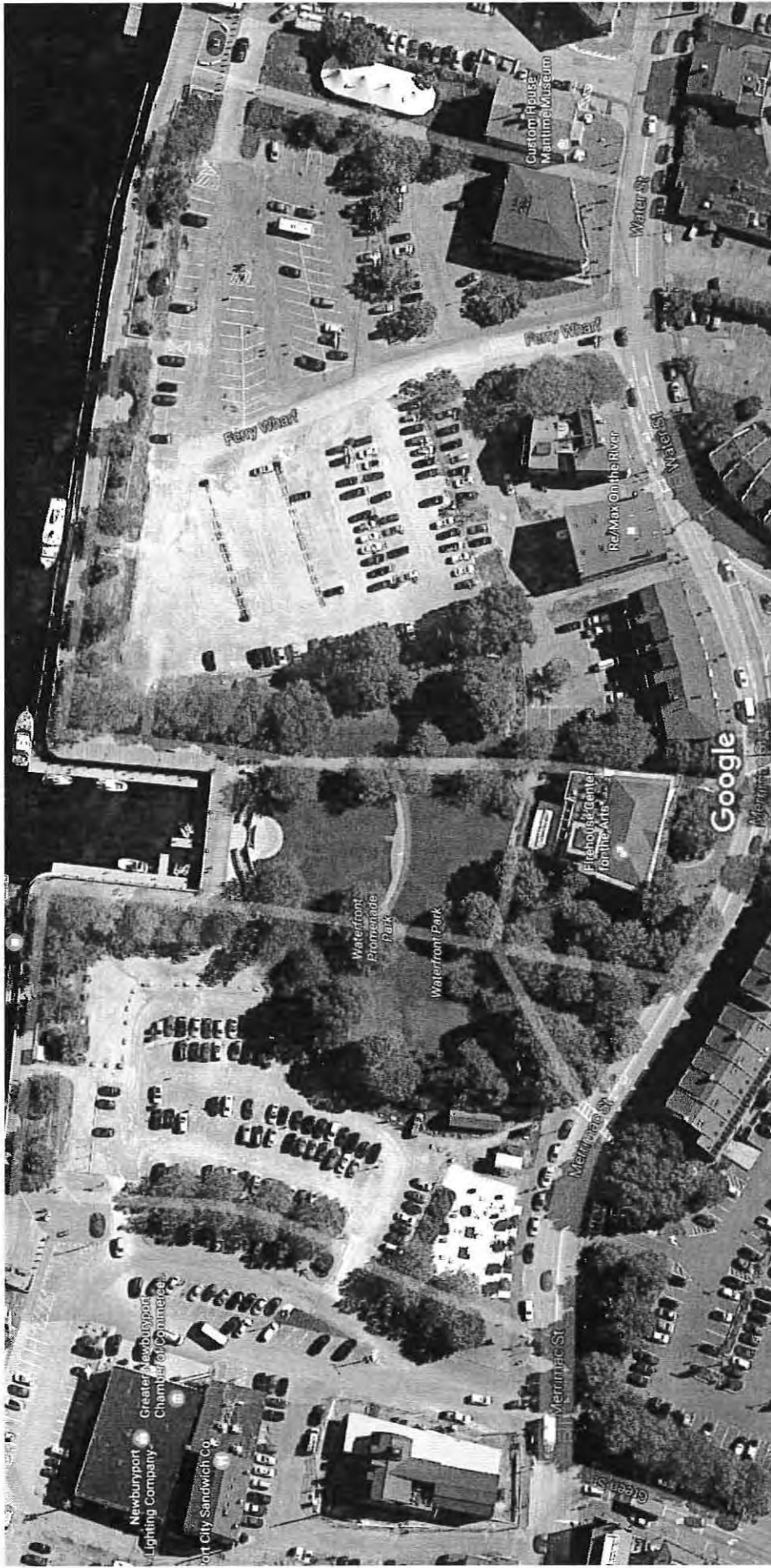
- a. **No explicit link** to parking fees, dockage fees, or any other revenue sources



*AD HOC CENTRAL WATERFRONT COMM. – REPORT TO FULL COUNCIL, MAY 2, 2017*

- b. **Instead special state legislation** eliminates need for annual budgetary appropriation
    - i. Agreed-to **park size and basic features**
    - ii. Agreed-to **maintenance and replacement schedules**
    - iii. Annually, no less than **\$100,000 + \$1/sf** of add'l parkland, and no more than **\$250,000, adjusted for inflation** using agreed-to Consumer Price Index (CPI)
    - iv. **WT able to enforce by injunction** without normal showing, **and/or**, after a cure period, by **reversion of City's exclusive public parking rights** to WT
    - v. Backed by **full faith and credit** of City of Newburyport
  - c. **Create ca. \$1 million endowment fund for operations and maintenance**
    - i. WT and NRA contribute their current reserves (ca. \$500,000)
    - ii. Principal cannot be spent
  - d. **City not obliged to fund construction** of capital improvements
4. **NRA grants 100% of its land, with no "deadline" for agency dissolution**
- a. **WT accepts:**
    - i. **Bulkhead**, but City gets right to access for public water-dependent uses
    - ii. **Riverside Pk./Somerville Way**, but City gets exclusive public pkg. rights
    - iii. **West Parking Lot**, but City gets exclusive public parking rights
    - iv. **East Parking Lot**, but City gets exclusive public parking rights
    - v. Scrap of land **east of Railroad Avenue**
    - vi. Non-exclusive easement for **telecommunications at Firehouse Center**
  - b. **City accepts:**
    - i. **Firehouse Center patio**, but restricted to use by City's non-profit tenant
    - ii. **Submerged lands**, but restricted to public water-dependent uses, including **mandatory public excursion vessel use** along westernmost 200 linear feet.
    - iii. **Land behind Custom Hse. to bulkhead**, but restricted to use by Custom Hse. non-profit, subject to existing public uses, under a new 99-year lease
    - iv. **Upland parcel on Merrimac Street** west of Unicorn Street. **Covenant to WT** requires any building to **include public restrooms and forbids dwellings**.
    - v. Non-exclusive easement for **Clipper City Rail Trail** (Mass. rights, too)
    - vi. Non-exclusive easement for **underground utilities**
    - vii. Non-exclusive **easement for operations and maintenance**
    - viii. **Vehicular public way through Riverside Park** (Mass. rights, too.)
    - ix. Exclusive **public parking rights**, as part of City system (resident privileges)
    - x. Exclusive **public water-dependent use rights**, under Harbor Master
    - xi. Non-exclusive access rights for **public safety services**
  - c. **Accurate surveys and subdivision maps** to be recorded
5. **Parties agree to cooperate reasonably regarding planned public park expansion**
- a. NRA to resolve **Activities Use Limitation (AUL)** with US EPA
  - b. **City to assist in identifying grants** to fund construction of capital improvements
  - c. **Waterfront Trust obliged to build capital improvements** only once funding in place

Google Maps



Imagery ©2017 Google, Map data ©2017 Google 50 ft

**AD HOC CENTRAL WATERFRONT COMM. – PROPOSED AMENDMENT, MAY 30, 2017**

The *Ad Hoc* Central Waterfront Committee was charged to develop policies and objectives regarding a long-term vision for the Central Waterfront, including number of parking spaces, land ownership, and operational and maintenance responsibilities, subject to full Council approval. The Committee recommends that the City Council endorse the following terms of a final settlement.

**Executive Summary of Proposed Settlement:**

- **NRA grants all parcels to Waterfront Trust for public park and waterside uses, *except* Firehouse Patio (City leases to Firehouse Ctr.) and Custom Hse. land (City leases to Custom Hse.)**
- **City takes exclusive easement to operate public parking at West & East Parking Lots**
- **Submerged lands equitably split between City and Waterfront Trust**
- **Construction of expanded park contingent upon raising capital funds**

**1. Master Plan reconciling Sidford-Uhlig Plan + COW Plan + Andy Port Plan**

- a. Expanded **Market Landing Park**, including widened shoreline berm
- b. Reconfigured and smaller **West Parking Lot** and **East Parking Lot**
- c. Dimensions and locations of “**Ways**” settled for all time, with all ways **perpendicular to shore**, and **non-vehicular Central Wharf Way** aligned with Unicorn Street
- d. **Clipper City Rail Trail** passes through as a “loop”
- e. **Firehouse Center** lease with City adds patio as facility of public accommodation
- f. **Custom House** lease with (now) City adds land back to bulkhead, subject to current public uses
- g. **Harbor Master** operates all water-dependent uses (docks), as today

**2. Waterfront Trust reorganizes, such that:**

- a. Board of Trustees increases to **seven (7)**. **Mayor appoints four (4) and City Council appoints three (3)**. First two appointed by Council = **1 NRA member + 1 Settlor**.
- b. **One trustee serves ex-officio on Harbor Commission, and one Harbor Commissioner (or Harbor Master) serves as ex-officio on Waterfront Trust.**
- c. No further role for **1980 litigants (Settlers) or the NRA**
- d. Primary mission = **stewardship of “public park and waterside uses”**
- e. **Acts as City commission:** open meeting, conflicts of interest, & public records laws
- f. Can grant **easements solely to government agencies for public purposes**, at below market
- g. Duty to **charge reasonable usage fees** for public park and waterside uses
- h. **Audit and enforcement rights** by City Council and citizens
- i. Amendments require **2/3 Trustees + 2/3 City Council + Attorney General**

**3. Diverse, direct revenue streams to an autonomous Waterfront Trust**

a. **Existing Income to continue:**

Riverside Park parking revenues
Embayment + Upriver ≈250 linear ft. dockage fees
Park usage fees, etc
Donations, etc

**AD HOC CENTRAL WATERFRONT COMM. – PROPOSED AMENDMENT, MAY 30, 2017**

**b. New income from West & East Park Lots that increase with Park size/costs:**

Park Size	West & East Pkg. Lot Revenues		City Cash Payment
4 acres (current)	10% Trust / 90% City		\$0
4.5 acres	30% Trust / 70% City	+	\$12,500
5 acres	50% Trust / 50% City		\$25,000
5.5 acres	70% Trust / 30% City		\$37,500
6+ acres (built out)	90% Trust / 10% City		\$50,000

**Parking Revenue shares are fixed; require mutual City/Trust agreement to change**

- c. **New income from any docks extended outward from Embayment/Upriver ≈250 linear feet, shared with City in equal proportion to City’s share of capital/grant investment.**
- d. **New income from ≈\$350,000 endowment fund created from WT and NRA reserves (Principal cannot be spent)**
- e. **City not obliged to help fund construction, maintenance, or replacement of any WT property excepting the Bulkhead**

**4. NRA grants 100% of its land, with no “deadline” for agency dissolution**

- a. **WT accepts NRA land, and confirmation of the following rights:**
  - i. **Bulkhead**, but City gets right to access for public waterside uses
  - ii. **Riverside Pk./Somerby Way**, including all rights to public parking use
  - iii. **West Parking Lot**, but City gets exclusive easement for public parking use
  - iv. **East Parking Lot**, but City gets exclusive easement for public parking use
  - v. **Scrap of land east of Railroad Avenue**
  - vi. Non-exclusive easement for **telecommunications at Firehouse Center**
  - vii. **Embayment**, including all rights to use and revenue (no change)
  - viii. **Submerged lands upriver of Embayment (≈250 linear ft.)**, including use and revenue
- b. **City accepts two parcels for non-profit tenants, and confirmation of the following rights:**
  - i. **Firehouse Center patio**, but restricted to use by City’s non-profit Firehouse tenant
  - ii. **Submerged lands downriver of Embayment**, including use and revenues
  - iii. **Land behind Custom House to Bulkhead**, but restricted to use by City’s non-profit Custom House tenant, subject to existing public uses, under a new 99-year lease
  - iv. Non-exclusive easement for **Clipper City Rail Trail** (Mass. rights, too)
  - v. Non-exclusive easement for **underground utilities**
  - vi. Non-exclusive easement for **operations and maintenance**
  - vii. **Vehicular public way through Riverside Park** (Mass. rights, too.)
  - viii. Exclusive easement for **public parking use at West & East Pkg. Lots** (resident privs.)
  - ix. Non-exclusive easement to provide **public safety services**
- c. **Accurate surveys and subdivision maps to be recorded**

**5. Parties agree to cooperate reasonably regarding planned public park expansion**

- a. **NRA to resolve Activities Use Limitation (AUL) with US EPA**
- b. **City to assist in identifying grants to fund construction of capital improvements**
- c. **Waterfront Trust obliged to build capital improvements only once funding in place**

# ORDERS



CITY OF NEWBURYPORT



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

ORDERED:

May 30, 2017

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

Chapter 13 Traffic and Motor Vehicles  
Article 4 Specific Street Schedules  
Division 6 Stopping, Standing and Parking  
Section 13-181 Parking Lots

Pursuant to Code Section 13-166 the City Council hereby amends Sec. 13-181 Parking Lots as follows:

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

No person shall park a vehicle between the hours of 8:00 a.m. to 6:00 p.m. Monday through Saturday, and Sunday between the hours of noon to 6:00 p.m. in the following described lots without first satisfying the payment required by the City of Newburyport.

- (1) Tracey Place Lot.
- (2) State Street Lot.
- (3) Central Business District Lot.
- (4) Newburyport Redevelopment Authority East Lot.
- (5) Newburyport Redevelopment Authority West Lot.
- (6) Waterfront Trust Lot.
- (7) Hales Court Lot

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

In order to facilitate turn-over of parking spaces, no person shall park a vehicle for a period of time longer than three (3) consecutive hours between the hours of 8:00 a.m. to 6:00 p.m. Monday through Saturday, and Sunday between the hours of noon to 6:00 p.m. in the following described lots:

- (1) State Street Lot.
- (2) Central Business District Lot.

~~(3) Waterfront Trust Lot~~

(4) Hales Court Lot

A person whose vehicle remains in one of the above-listed lots beyond the three (3) consecutive hour time limit will be subject to fines for violation of this section, even if payment is made for additional time.

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

In the case of a declared snow emergency, vehicles may remain in any lot described in subsection (a) above for the duration of the snow emergency and for ~~twenty-four (24) hours~~ twelve hours (12) after the declaration of the end of the snow emergency without paying a parking fee. At the end of the declared snow emergency, any vehicle entering a paid parking lot without a paid parking permit shall pay the required parking fee.

---

Councillor Robert J. Cronin

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 22, 2017

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

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

Pursuant to Code Section 13-166 the City Council hereby amends Sec. 13-179 Handicap Parking as follows:

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

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

*Summit Place:*

One space on the southerly side from a point 437 feet east of Toppans Lane to a point 457 feet east of Toppans Lane.

\_\_\_\_\_  
Councillor Robert J. Cronin

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

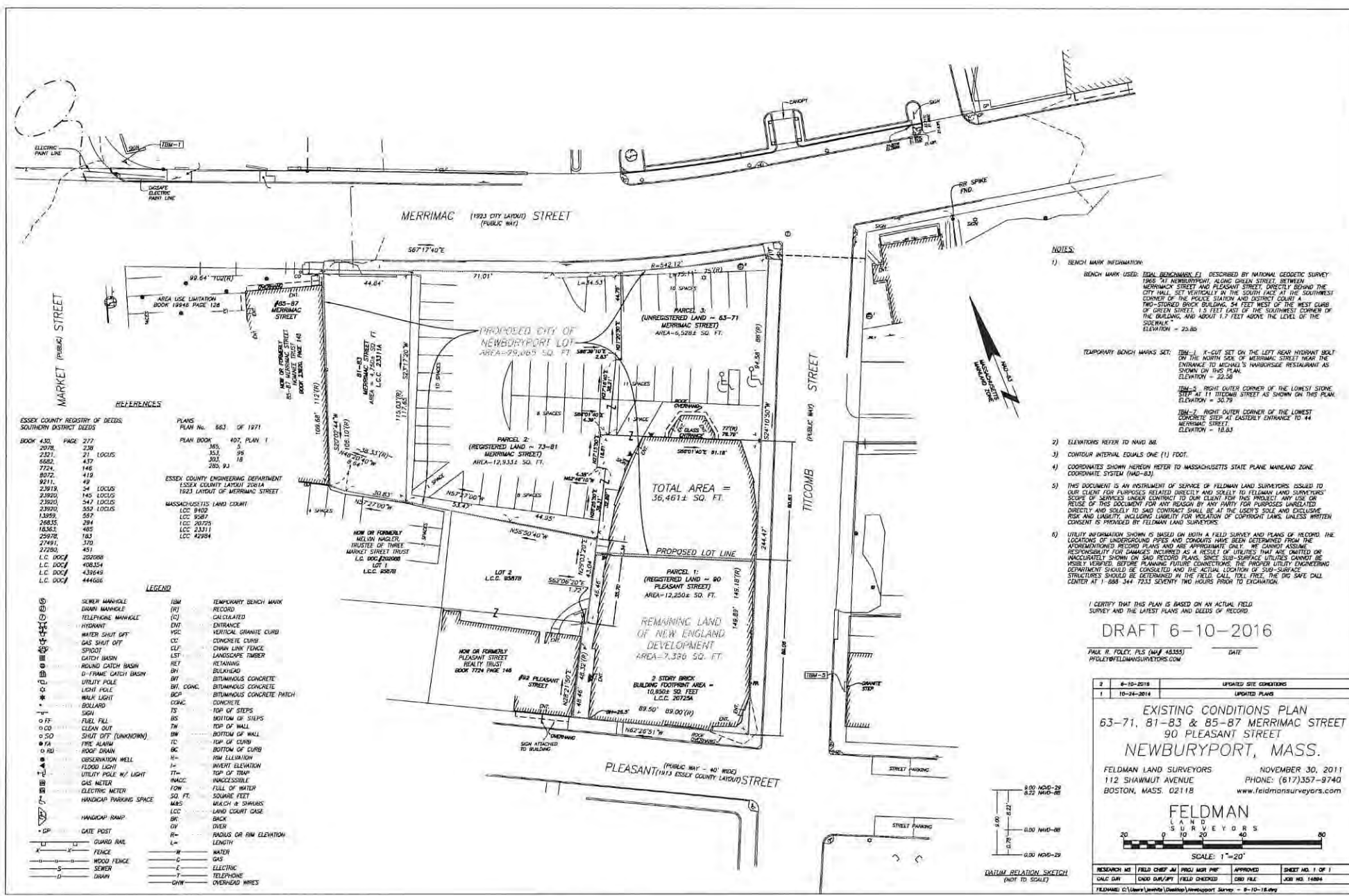
May 30, 2017

**THAT**, the City Council of the City of Newburyport hereby approve and authorize the purchase of a portion of that property located at 90 Pleasant Street and 83 Merrimac Street (as shown on the attached plan) for all purposes incidental to the construction and operation of a new Parking Garage (a.k.a. "Intermodal Transit and Parking Facility") or any other municipal purpose.

**FURTHER ORDERED THAT**, \$2,184,000 is appropriated to pay costs of purchasing a portion of that property located at 90 Pleasant Street and 83 Merrimac Street (as shown on the attached plan ) for all purposes incidental to the construction and operation of a new Parking Garage (a.k.a. "Intermodal Transit and Parking Facility") or any other municipal purpose, including the payment of costs incidental or related thereto, and that to meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow \$2,184,000 under and pursuant to M.G.L. c.44, s.7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that any premium received by the Town upon the sale of any bonds or notes approved by this order, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this order in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this Order.

---

Councillor Charles F. Tontar  
Chair, Budget & Finance Committee



- NOTES:**
- 1) BENCH MARK INFORMATION:  
 BENCH MARK USED: TOTAL BENCHMARK ET DESCRIBED BY NATIONAL GEODETIC SURVEY TAGE AT NEWBURYPORT, ALONG GREEN STREET, BETWEEN MERRIMAC STREET AND PLEASANT STREET, DIRECTLY BEHIND THE CITY HALL, SET VERTICALLY IN THE SOUTH FACE AT THE SOUTHWEST CORNER OF THE POLICE STATION AND DISTRICT COURT, A TWO-STORY BRICK BUILDING, 54 FEET WEST OF THE WEST CURB OF GREEN STREET, 1.5 FEET EAST OF THE SOUTHWEST CORNER OF THE BUILDING, AND ABOUT 1.7 FEET ABOVE THE LEVEL OF THE SIDEWALK.  
 ELEVATION = 22.85
  - 2) ELEVATIONS REFER TO NAVD 83.
  - 3) CONTOUR INTERVAL EQUALS ONE (1) FOOT.
  - 4) COORDINATES SHOWN HEREON REFER TO MASSACHUSETTS STATE PLANE MAINLAND ZONE COORDINATE SYSTEM (MAD-83).
  - 5) THIS DOCUMENT IS AN INSTRUMENT OF SERVICE OF FELDMAN LAND SURVEYORS ISSUED TO OUR CLIENT FOR PURPOSES RELATED HERETO AND SOLELY TO FELDMAN LAND SURVEYORS' SCOPE OF SERVICES UNDER CONTRACT TO OUR CLIENT FOR THIS PROJECT. ANY USE OR REUSE OF THIS DOCUMENT FOR ANY REASON BY ANY PARTY FOR PURPOSES UNRELATED DIRECTLY AND SOLELY TO SAID CONTRACT SHALL BE AT THE USER'S SOLE AND EXCLUSIVE RISK AND LIABILITY, INCLUDING LIABILITY FOR VIOLATION OF COPYRIGHT LAWS, UNLESS WRITTEN CONSENT IS PROVIDED BY FELDMAN LAND SURVEYORS.
  - 6) UTILITY INFORMATION SHOWN IS BASED ON BOTH A FIELD SURVEY AND PLANS OF RECORD. THE LOCATIONS OF UNDERGROUND PIPES AND CONDUITS HAVE BEEN DETERMINED FROM THE APPROPRIATELY RECORDED PLANS AND ARE APPROXIMATE ONLY. WE CANNOT ASSUME RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES THAT ARE OMITTED OR INACCURATELY SHOWN ON SAID RECORDED PLANS, SINCE SUB-SURFACE UTILITIES CANNOT BE VISIBLY VERIFIED. BEFORE PLANNING FUTURE CONNECTIONS, THE PROPER UTILITY ENGINEERING DEPARTMENT SHOULD BE CONSULTED AND THE ACTUAL LOCATION OF SUB-SURFACE STRUCTURES SHOULD BE DETERMINED IN THE FIELD. CALL TOLL FREE THE 800 SAVE CALL CENTER AT 1-888-344-7233 SEVENTY TWO HOURS PRIOR TO EXCAVATION.

**DRAFT 6-10-2016**

PAUL R. FOLEY, PLS (MA) #83553 DATE  
 FPOLEY@FELDMANSURVEYORS.COM

NO.	DATE	UPDATED SITE CONDITIONS	UPDATED PLANS
2	6-10-2016		
1	10-24-2014		

**EXISTING CONDITIONS PLAN**  
 63-71, 81-83 & 85-87 MERRIMAC STREET  
 90 PLEASANT STREET  
 NEWBURYPORT, MASS.

FELDMAN LAND SURVEYORS  
 112 SHAWMUT AVENUE  
 BOSTON, MASS. 02118  
 PHONE: (617)357-9740  
 www.feldmansurveyors.com

**FELDMAN LAND SURVEYORS**

NOVEMBER 30, 2011

SCALE: 1"=20'

RESEARCH: MS FIELD CHIEF: JM PROJ: MRP: PFP APPROVED: SHEET NO. 1 OF 1  
 CALC: GAT CADD: DUN/APY FIELD CHECKED: DRD FILE JOB NO. 16894  
 FELDMAN: C:\Users\jlewis\Desktop\Newburyport Survey - 6-10-16.dwg

**REFERENCES**

ESSEX COUNTY REGISTRY OF DEEDS  
 SOUTHERN DISTRICT DEEDS

BOOK	PAGE	DATE
2078	238	2/27/14
2272	21	1/10/15
5652	437	1/10/15
7224	146	1/10/15
8972	419	1/10/15
9211	49	1/10/15
23919	34	1/10/15
23920	145	1/10/15
23921	547	1/10/15
23922	552	1/10/15
13859	587	1/10/15
26825	284	1/10/15
16362	405	1/10/15
25970	163	1/10/15
27491	370	1/10/15
27262	451	1/10/15
L.C. DOC#	202988	
L.C. DOC#	408254	
L.C. DOC#	439649	
L.C. DOC#	444686	

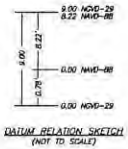
ESSEX COUNTY ENGINEERING DEPARTMENT  
 ESSEX COUNTY LAYOUT 2014

1923 LAYOUT OF MERRIMAC STREET

MASSACHUSETTS LAND COURT  
 LCC 9587  
 LCC 20275  
 LCC 23311  
 LCC 42294

**LEGEND**

⊙	SEWER MANHOLE	TM	TEMPORARY BENCH MARK
⊙	DOWN MANHOLE	TR	RECORD
⊙	TELEPHONE MANHOLE	(C)	CALCULATED
⊙	HYDRANT	ENT	ENTRANCE
⊙	WATER SHUT OFF	YCC	VERTICAL GRANITE CURB
⊙	GAS SHUT OFF	CC	CONCRETE CURB
⊙	SPIGOT	CLF	CHAIN LINK FENCE
⊙	CATCH BASIN	LST	LANDSCAPE TREES
⊙	ROUND CATCH BASIN	RET	RETAINING
⊙	U-FRAME CATCH BASIN	BH	BULKHEAD
⊙	UTILITY POLE	BT	BITUMINOUS CONCRETE
⊙	LIGHT POLE	BC	BITUMINOUS CONCRETE PATCH
⊙	WALK LIGHT	CONC	CONCRETE
⊙	BOLLARD	TS	TOP OF STEPS
⊙	SIGN	BS	BOTTOM OF STEPS
⊙	FUEL PILL	TW	TOP OF WALL
⊙	CLEAN OUT	BW	BOTTOM OF WALL
⊙	SHUT OFF (UNKNOWN)	TC	TOP OF CURB
⊙	FIRE ALARM	BC	BOTTOM OF CURB
⊙	ROOF DRAIN	H	RIM ELEVATION
⊙	OBSERVATION WELL	EL	INVERT ELEVATION
⊙	FLOOD LIGHT	TT	TOP OF TRAMP
⊙	UTILITY POLE W/ LIGHT	IMACC	IMACCESSIBLE
⊙	GAS METER	FW	FULL OF WATER
⊙	ELECTRIC METER	SQ FT	SQUARE FEET
⊙	HANDICAP PARKING SPACE	MRS	MEAS & DIMENSIONS
⊙	HANDICAP RAMP	LCC	LAND COURT CASE
⊙	BACK	BC	BACK
⊙	GATE POST	OV	OVER
⊙	GUARD RAIL	RL	RADIUS OR RIM ELEVATION
⊙	FENCE	LEN	LENGTH
⊙	WOOD FENCE	W	WATER
⊙	SEWER	G	GAS
⊙	DRAIN	E	ELECTRIC
⊙		T	TELEPHONE
⊙		OH	OVERHEAD WIRES





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

MEMORANDUM

TO: **Honorable members of the City Council**

FROM: **Donna D. Holaday, Mayor** *DDH*  
**Andrew Port, Director of Planning & Development**

CC: **Paul O'Brien, Chief Administrative Officer**  
**Ethan Manning, Finance Director**  
**Geordie Vining, Senior Project Manager**

RE: **Intermodal Transit & Parking Facility (Parking Garage) - Project Update**

DATE: **May 22<sup>nd</sup>, 2017**

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As you know, we have been working with the Merrimack Valley Regional Transit Authority (MVRTA) on the design of an Intermodal Transit & Parking Facility in Downtown Newburyport, at the so-called Titcomb Street Site designated by the Council in 2010 – on land owned by New England Development (NED). This design (with 207 spaces) is based upon construction of the smaller “Scheme 1” facility, as specified by the Council during a review of alternatives in spring 2016.

### **Current Design Status**

At this time the design team is finalizing 60% design development plans in preparation for 100% bid-ready plans and specifications to be issued to contractors this summer. Funding for this work was approved by the Council last spring. We are working with input from the Planning Board, Historical Commission and Impact Advisory Group to finalize the building façade detailing and off-site improvements associated with the project (*e.g. sidewalks, crosswalks, curb alignments and on-street parking space configurations*). This process should be complete by June 21, 2017 so that the design team can move expeditiously thereafter towards completion of the bid package.

### **Additional Documentation Attached**

Submitted to the Council herewith are the following related documents outlining key aspects of the project with respect to funding, project management and land acquisition:

1. **Final Purchase & Sale (P&S) Agreement** with NED for purchase of the subject land; (P&S will be released as a public document once signed)
2. **Draft Intermunicipal Agreement (IMA)** between the City and MVRTA;
3. **Letter of Commitment from MassDOT** for \$5M in construction funds;
4. **Letter of Commitment from MVRTA** for \$1.5M in Federal funds (to be used for construction and oversight of Federal Transit Administration requirements); and

## 5. Updated Project Budget.

### *Intermodal Transit & Parking Facility (Parking Garage) – Project Update*

May 22<sup>nd</sup>, 2017

Page 2 of 4

### **Traffic Studies**

As you may recall, the design budget approved last year included funds for the completion of two traffic studies, Phase I and Phase II. Phase I (now completed) addresses potential impacts from traffic and new turning movements associated with the new Parking Garage. The Phase I study indicates that there will be limited impact to vehicular traffic on streets immediately abutting the proposed facility and that no major traffic improvements are necessary to accommodate the new facility. This is in large part because vehicles accessing the new parking garage are vehicles that would otherwise be traveling to downtown Newburyport, many of them already using this section of Merrimac Street. Furthermore, consolidating parking within the new parking garage will alleviate traffic congestion in Market Square because fewer vehicles will need to travel through Market Square to reach the NRA East Lot and other parking facilities. A copy of the Phase I Traffic Study can be viewed and downloaded on the City website at the following URL:

<http://www.cityofnewburyport.com/planning-development/files/traffic-impact-study>

The Phase II report (now underway) will address traffic patterns in the larger downtown in a “future build” scenario, wherein development at Waterfront West will be a new traffic generator (with new destination residences, retail and a hotel). In the Phase II report, the traffic consultant will be considering whether or not the inclusion of “future growth” (again with the Parking Garage) should result in altered traffic patterns (for example, changing Green Street to a two-way street). We have asked the traffic consultant to include the intersection of Merrimac Street and Route One in their analysis. While MassDOT has begun initial planning and study relative to this intersection, there is no funding at this time for either design or construction of the associated improvements (as yet to be determined).

Please note that NED has proposed to complete a traffic analysis and full design for signalization of the Merrimac Street and Route One intersection as mitigation for its proposed development in Waterfront West. While NED has initially proposed design funding, The Planning Board and City Council will need to decide if this is sufficient (pending state funding for construction) or whether NED will be required to undertake and complete the specified traffic improvements as well. In either case, it is important to differentiate between the Phase I traffic study (which addresses impacts from the Parking Garage itself) and the Phase II traffic study (which is primarily about addressing impacts from potential “future build” in Waterfront West). Between the City’s Phase II traffic study, and the Planning Board’s “Peer Review” of a Traffic Impact Study submitted by NED (with their recent proposal for Waterfront West) the City should develop a good understanding of how the Parking Garage and “future build” may impact future traffic patterns downtown.

### **Project Purposes & Facility Location**

In light of recent discussion in the Daily News, it seems appropriate to once more clarify both the purpose of this project, and its established location at the “Titcomb Street Site.” The City Council already considered the following locations for the proposed Parking Garage and in 2010 and rejected all of them in favor of the Titcomb Street Site, for various reasons, including “potential impacts to vehicular traffic”:

- MBTA Station
- Green Street Parking Lot
- Waterfront West
- Liberty Street
- Prince Place

Furthermore, the primary purpose of this project is to reduce the “footprint” of parking on the central waterfront so that a larger park can be constructed. Without building this Parking Garage, which has been sought by the City for decades, removal of sufficient parking to accommodate a larger park is a significant problem.

### **Relationship to Parking Rates & Restrictions Downtown**

We have already reached out to respected Parking Consultant John Burke to prepare an updated parking study for downtown Newburyport with recommendations regarding rates & restrictions for both on and off-street spaces. This study will include consideration for changes that should be made due to the construction of the City’s new Parking Garage. Mr. Burke’s analysis and recommendations will be discussed with the City Council in the coming months.

### **Purchase & Sale Agreement with NED**

Attached is the final Purchase and Sale (P&S) Agreement with NED for acquisition of land necessary to construct the proposed Parking Garage. It is imperative that this P&S be executed as soon as possible. Our project schedule calls for demolition of NED’s so-called “Fitness Factory” building in just a few months’ time. Although two (2) out of the three (3) existing tenants have already begun their relocation to a building within the Newburyport Business & Industry Park, we are mobilizing our designated consultant Relocation Advisory Agency (RAA) to assist them in this process and determine which costs associated with their relocation efforts are eligible for payment (or reimbursement) by the City, in accordance with Federal and State laws. Please note that these costs have not yet been determined and are therefore reflected in the attached project budget with a placeholder of \$75,000. In the coming weeks we will be able to verify accurate and eligible relocation costs through our RAA.

### **Updated Appraisal**

A few Councilors have asked for a copy of the updated appraisal indicating the fair market value of land being acquired from NED. This appraisal was last prepared in 2014, when it was not yet known what portion of the property the City would need to acquire. In recent weeks NED agreed to remove “recapture” clauses and other language within the P&S (related to Council authorization for project funding), which would have impacted the valuation (and thus the proposed purchase price) by limiting potential uses by the City after acquisition. Our appraisers are now finalizing their updated valuation. Based on our review of the “highest and best use” for this property (a mixed-use development with multi-family housing), and the passage of time since the original appraisal, we anticipate that the updated appraisal will reflect a higher valuation than the estimate from 2014. While the agreed upon purchase price with NED (established in 2014) is a better value for the City, once the finalized appraisal is received, we will obtain a letter from NED agreeing to sell this property to the City at this reduced price despite the higher present-day appraisal. This letter, signed with full knowledge of the higher appraised value, is necessary to meet FTA requirements relative to land acquisition for federally-funded projects – to ensure that a property owner is not shortchanged in terms of adequate compensation. FTA regulations also require the City to obtain a second “review appraisal” to confirm the valuation methods used by the first appraiser. In either case, the Mayor will not be signing the Purchase and Sale Agreement with NED unless the agreed upon purchase price is equal to or less than the 2014 valuation, upon which the original purchase price was based.



**Forthcoming Bond Authorization Request (for Land Acquisition)**

At the Council’s May 30<sup>th</sup> meeting we will be submitting a Bond Authorization request to the Council for consideration which will address (through downtown parking program revenues) the funding necessary to acquire land currently owned by NED. In order to keep this project on schedule we will be requesting that the Council approve this request at its June 12<sup>th</sup> meeting. Accordingly, we request that the Budget & Finance Committee arrange for a meeting between these dates to answer any questions the Committee (or larger Council) may have. We ask for your prompt review and approval of this funding due to the tight timeline we now have to give NED notice for demolition of the “Fitness Factory,” which may take as much as 30-days to mobilize and 60-days to complete. This demolition must be complete before the site will be accessible to our selected Parking Garage contractor.

**Final Bond Authorization Request (for Facility Construction)**

A final cost estimate is being prepared by the design team and will be reviewed (for accuracy and comprehensiveness) by our Owner’s Project Manager (OPM). Before the bid package is advertised and made available to prospective contractors we will again request Bond Authorization from the Council, this time for the “gap construction funding” necessary to cover the cost of construction beyond what is covered by Federal and State funds. Since Federal and State funds will be accessed on a reimbursement basis it is likely that the final Bond Authorization for “gap construction funding” will cover the full cost of the project, approximately \$6.5M of which will be reimbursed by MassDOT and the FTA (through MVRTA).

**Updated Project Schedule**

The following Gantt Chart summarizes the overall project schedule, and milestones, estimated between now (May 2017) and facility opening (in late 2018):

Project Phase / Task	2017								→	2018
	May	June	July	August	Sept	Oct	Nov	Dec		
Execute Purchase & Sale Agreement	●									
Relocation Services (for Tenants)	■	■	■	■	■	■	■	■	■	■
Council Bond Auth. (Land Acquisition)		●								
Planning Board / Hist. Comm. Approval		●								
Finalize 60% Design Plans/Package	■	■	■	■	■	■	■	■	■	■
Finalize/Review 60% Cost Estimate		●								
Council Bond Auth. (Gap Construction)			●							
Finalize 100% Design Plans/Package		■	■	■	■	■	■	■	■	■
“Fitness Factory” Demolition (by NED)				●						
Closing / Deed to City Recorded										
Construction Bidding				■	■	■	■	■	■	■
Construction Phase							■	■	■	■
Facility Opens										●

Please let us know if you have any additional questions regarding the status or details of this project.

**DRAFT MEMORANDUM OF AGREEMENT**  
BETWEEN THE  
MERRIMACK VALLEY REGIONAL TRANSIT AUTHORITY  
AND THE  
CITY OF NEWBURYPORT  
FOR FUNDING, PROJECT MANAGEMENT, SITE CONTROL AND OPERATIONAL  
DETAILS RELATED TO THE  
NEWBURYPORT INTERMODAL TRANSIT & PARKING FACILITY

This Memorandum of Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, in accordance with the provisions of Massachusetts General Laws, Chapter 40, Section 4A, by and between the Merrimack Valley Regional Transit Authority (the "Authority"), an authority established and existing under Chapter 161B of the Massachusetts General Laws, having its principal place of business at 85 Railroad Avenue, Haverhill, MA 01835, acting by and through its Administrator; and the City of Newburyport (the "City"), a Massachusetts municipality having a place of business at 60 Pleasant Street, Newburyport, MA 01950, acting by and through its Mayor.

WITNESSETH

WHEREAS, on March 1, 2017 the Authority and the City entered into an Intermunicipal Agreement (the "Agreement") to address the funding, project management, site control, and operational details related to the Newburyport Intermodal Parking Facility (the "Parking Garage"); and

WHEREAS, the Agreement acknowledged the benefits to be derived from the Parking Garage by the Authority and the City; and

WHEREAS, the Federal Transit Administration ("FTA") allocated \$886,160 in grant funding to the Authority for early project related activities, including completion of National Environmental Policy Act ("NEPA") requirements, preliminary engineering and completion of preliminary design at the 30% level; and

WHEREAS, the Authority will request an additional \$1.5 million in Federal funds from the FTA for construction, project administration, and technical assistance related activities for the Parking Garage project (the "Project"); and

WHEREAS, the MassDOT Transportation Funds will serve as the 20% local match requirement (i.e., for the FTA grant secured by the Authority for the Project; and

WHEREAS, the Authority and the City shall at all times comply with applicable Federal laws and regulations, including, but not limited to Federal transit laws at 49 U.S.C. Chapter 53, as amended, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA grant recipients and their FTA assisted procurements; and

WHEREAS, the Authority and the City agree that, notwithstanding any concurrence by the Federal Government in or approval of a third party contract for work involving the Parking Garage, the Federal Government is not a party to any such contract and shall not be subject to any obligations or liabilities to the parties or contractors at any level or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract; and

WHEREAS, the Authority and the City are committed to cooperate with each other to accomplish the above goals, which include the construction of the Parking Garage for transit and other mixed use purposes; and

WHEREAS, the City will act on behalf of the Authority to implement FTA requirements applicable to the construction of the Parking Garage project and the Authority will conduct oversight of the City's efforts in this regard

WHEREAS, it is the intent of the parties that this Memorandum of Agreement will serve to address implementation of FTA requirements applicable to the Intermodal Parking Facility NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the City agree as follows:

## ARTICLE I: RESPONSIBILITIES OF THE PARTIES

### A. AUTHORITY'S RESPONSIBILITIES

1. The Authority shall contribute an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) of FTA Section 5307 funding to be used solely for the purpose of the Project. Use of these funds are limited to eligible Federal activities, including project administration and technical assistance, construction of a minimum of 45 parking spaces

available for transit riders, ticketing office, passenger waiting areas, and inter-city/commuter bus bays.

2. In its capacity for providing project-related oversight to ensure compliance with Federal requirements, the Authority shall review and concur in all bidding documents, including any contract drawings, technical specifications, and general provisions for construction services prior to advertisement for such services. The Authority shall also participate in the evaluation of all bids submitted to construct the Parking Garage and selection of the Awardee.

3. On a monthly basis, the Authority shall reimburse the City for payment of construction services based on copies of approved invoices for eligible transit activities that are timely submitted by the City. The Authority shall pay the City 80% of the amount of the approved invoice no later than thirty (30) calendar days after receipt of said invoice. In no event, shall the Authority's contribution for the construction of the Parking Garage, and administration and technical assistance of the Project exceed \$1.5 million of Federal funding.

#### B. CITY'S RESPONSIBILITIES

1. The City shall grant a permanent access easement over its land to the Authority where such access is necessary in order for the Authority to carry out its responsibilities hereunder.
2. The City agrees to commit the MassDOT Transportation Funds as the required 20% non Federal match to the FTA funds in the amount not to exceed \$375,000 to the Authority to satisfy the local match requirement for the FTA Section 5307 grant funds.
3. The City shall complete final (100%) design of the Parking Garage and develop all related bidding documents, including contract drawings, technical specifications, and general provisions. These documents shall be provided by the City to the Authority for their review and concurrence.
4. The City shall undertake all aspects of the bidding process for construction services under G.L. c. 149 and any other applicable laws, rules, and regulations and involve the Authority in selection of the General Contractor selected for construction of the Parking Garage. The City agrees to in-

clude notice in each third party agreement that Federal requirements apply to the Project.

5. Upon completion of the bidding process, the City shall develop a detailed scope, schedule, and budget Project plan. This plan will be shared with the Authority for their review and concurrence.
6. The City shall, as a minimum, comply with the following FTA grant program areas and the Authority will assist the City in obtaining the available FTA guidance to ensure compliance:
  - a. Financial Management and Capacity
  - b. Technical Capacity
  - c. Maintenance
  - d. Americans with Disabilities Act
  - e. Procurement
  - f. Disadvantaged Business Enterprise
  - g. Satisfactory Continuing Control
  - h. Security
7. The City shall oversee all aspects of construction of the Parking Garage and shall maintain records and other evidence pertaining to construction costs incurred in the Project for the longer of (a) three years after the date of completion of the Project, and (b) three years after the date of final payment of the proceeds of the Authority's Federal grant. If requested, these records shall be made available for inspection and audit at all reasonable times to representatives of the Authority.
8. The City agrees to assume all financial responsibilities to complete the project without any additional funding from the Authority beyond the committed \$1.5 million in new FTA Section 5307 grant funds.
9. On a monthly basis, the City shall submit to the Authority proof of payment for construction services completed that are eligible for Federal reim-

bursement. Federal reimbursement shall be limited to 80% of costs incurred for eligible transit activities.

10. On a monthly basis, the City shall reimburse the Authority for the local match of the Project administration and technical assistance costs incurred by the Authority. The City shall pay the Authority the 20% local match amount no later than thirty (30) calendar days after receipt of said invoice. The City's local match obligation to the Authority for Project administration and technical assistance expenses shall not exceed \$56,250.
11. Consistent with its construction responsibilities as provided herein, the City shall, to the extent permitted by law, indemnify, defend, and save harmless the Authority from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgements of any nature whatsoever, including without limitation, those resulting from the presence of oil or hazardous materials on the property covered by the Agreement that may be imposed upon or incurred by or asserted against the Authority by reason of any of the following acts occurring or arising during the term of the Agreement.
  - a. any accident, injury to, or death of any person or any damage to the property; or
  - b. any use, nonuse, condition, or occupation of the Parking Garage or any part thereof, or resulting from the condition thereof; or
  - c. the placement or accidental release of any Hazardous Materials onto the property by the City or its employees, agents, contractors, or consultants by the employees, agents or consultants of the City's contractors or subcontractors or any other party acting on behalf of the City; or
  - d. the presence or discovery of any pre-existing Hazardous Materials on any portion of the property mentioned in the Agreement; or
  - e. the failure of the City to perform or comply with any of the terms hereof or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations applicable to the Project or applicable to the

ownership, occupancy or use of the Parking Garage once it is constructed.

12. The City shall include substantially similar indemnification provisions in any construction contract awarded with respect to the Project requiring substantially similar obligations of any third party contractor towards the Authority.
13. During the Term of this Agreement, the City shall maintain and shall require all contractors to maintain insurance coverage adequate to protect the Authority and the City from any claims and liabilities resulting from the Project and the operation of the Parking Garage, including but not limited to any coverage required by the state and local laws, regulations, and ordinances. The City shall provide proof of such coverage to the Authority prior to commencing construction of the Parking Garage. The Authority will be named an additional insured on this coverage.
14. The City agrees to maintain competent and adequate engineering supervision at the construction site of the Project to ensure that the completed work conforms to the approved plans and specifications.
15. The City agrees to provide progress reports and other relevant information or data to the Authority, including all City directed and contractor initiated requests for claims and change orders.
16. The City will assume full responsibility for operations and maintenance of the Intermodal Parking Facility including rate setting.

## ARTICLE II: APPLICABLE FEDERAL CONTRACT CLAUSES

The FTA will enforce only those Federal laws, regulations, requirements, and guidance that apply to the Parking Garage Project. As a participant in the Project, on behalf of the Authority, the City will assume responsibility for the applicable Federal provisions as stated herein. Moreover, the City agrees to include notice in each third party agreement that Federal requirements apply. FTA's Best Practices Procurement & Lessons Learned Manual contains a series of model clauses that are useful for FTA funded projects. The City will include these relevant model clauses in its procurement documents for construction services.

1. Civil Rights and Equal Opportunity Requirements. The City agrees to and assures that it and each third party contractor at all levels participating in the Project will comply with all applicable Federal civil rights laws and implementing regulations, requirements, and Federal guidance, except as the Federal Government determines otherwise in writing. The City agrees to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using exclusionary or discriminatory specifications. Under this Agreement, the City will comply with the following requirements and will stipulate in its bidding documents for the Project that the contractor and all subcontractors will similarly comply with these civil rights and equal opportunity requirements as stated herein.
  - (a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the City agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
  - (b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the City agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The City agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, in-



cluding apprenticeship. In addition, the City agrees to comply with any implementing requirements FTA may issue.

- (c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the City agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the City agrees to comply with any implementing requirements FTA may issue.
  - (d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the City agrees that it will not discriminate against individuals on the basis of disability. In addition, the City agrees to comply with any implementing requirements FTA may issue.
2. Disadvantaged Business Enterprise (DBE). The Parking Garage Project is subject to the provisions of 49 C.F.R. part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The City agrees to stipulate a race conscious goal for DBE participation of 3.4% in the Project bidding documents and notify the contractor that it shall carry out applicable requirements of 49 C.F.R. part 26 in the award of administration of the Project. Failure by the contractor to carry out these provisions is a material breach of the underlying contract.
  3. Suspension and Debarment. The City shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement of Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. As such, the City shall verify that its principals, affiliates,

contractors, and subcontractors are eligible to participate in the federally funded Parking Garage Project and are not presently declared by a Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

4. Employee Protections. Certain employee protections apply to all FTA funded construction contracts. The City will ensure that each third party contractor complies with all Federal laws, regulations, and requirements, including:

A. Prevailing Wage Requirements

- i. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
- ii. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
- iii. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

B. "Anti-Kickback" Prohibitions

- i. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
- ii. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and

- iii. U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3.

C. Contract Work Hours and Safety Standards

- i. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and
- ii. U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

5. Bonding Requirements. The FTA requires bonds for all construction contracts that exceed \$150,000. The FTA may accept the bonding requirements of the City if the Federal interest is adequately protected. The City shall submit to the Authority its plan for bonding for the Parking Garage Project for review and concurrence. Generally, the following minimum requirements apply:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

6. Energy Conservation. The City agrees to, and assures that its contractors and subcontractors working on the Parking Garage Project, will comply with the mandatory energy standards and policies of its state energy

conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 *et seq.*, and perform an energy assessment for any building constructed with Federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

7. Flood Insurance. The City agrees that it will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing Federal assistance to construct the Parking Garage. The Parking Garage and its contents will be covered by flood insurance in an amount at least equal to the Federal investment.
8. Geographic Preference. The City agrees not to use any state or local geographic preference in the procurement for construction services, except as permitted by Federal law, regulation, or guidance.
9. Standards of Conduct. The City agrees to, and assures that its contractors will establish and maintain written standards of conduct covering conflicts of interest that apply to individuals who have a present or potential financial interest or other significant interest in the selection, award, or administration of a third party contract or subcontract associated with the Project.
10. Lobbying Restrictions. The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. The City agrees that neither it nor any third party participant in the Project will use Federal assistance to influence any member of Congress, or officer or employee of Congress on matters involving the Agreement, including any extension or modification thereof. The City also agrees that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to include an officer or employee of any agency, as Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connections with this Agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
11. Procurement. The City agrees to conduct all procurement actions associated with construction of the Parking Garage using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA.

The City agrees that it will not enter into a procurement that involves real or apparent organizational conflict of interest. All third party contracts made by the City under this Agreement must include terms that address the following provisions:

- a. All contracts in excess of \$150,000 shall contain administrative, contractual, or legal remedies in instances where the third party contractors violate or breach contract terms. Sanctions and penalties must also be included, as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and termination for convenience, including the manner by which it will be effected and the basis for settlement. These termination clauses extend to all contracts at every tier.
- c. The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. Dot regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to the contractor's actions pertaining to the Project.

12. Preference for United States Products and Services. The City agrees to comply with FTA's U.S. domestic preference requirements and follow Federal guidance, including:

- a. Buy America. The domestic preference procurement requirement of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j).
- b. Cargo Preference. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference - U.S. Flag Vessels," 46 C.F.R. part 381.
- c. Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. § § 301-10.131 - 301-10.143.

### ARTICLE III: GENERAL PROVISIONS

1. Term of Agreement. The terms of this Agreement shall commence upon the execution hereof by both parties hereto and shall continue, unless sooner terminated pursuant hereto, until construction of the Parking Garage is completed and open for revenue service.
2. Default. A party shall be in default hereunder if that party fails to comply with one or more terms of this Agreement and is so notified in writing by the other party of the specific term(s) of non-compliance.  
  
3. Remedies. If after notification of default, the defaulting party fails to commence cure within thirty days of such notice or fails to pursue such cure with all due diligence, then the non-defaulting shall have all remedies available at law or at equity, including without limitation, specific performance and payment of all damages, expenses and costs
4. Right to Inspect. It is understood that authorized representatives of the Authority may inspect or review the work in progress on the Project site at any time.  
  
5. Dispute Resolution. The City and the Authority intend to resolve all disputes under this Amendment No. 1 to the best of their abilities in an informal manner. To accomplish this end, the Parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the Parties contemplate the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs and, if resolution is not reach at that level, a procedure for review and action on such disputes by appropriate management level officials within the City and the Authority.
6. Work in Harmony. The City agrees that in use of the Project premises or any work performance in or about the Project premises, it will employ only labor which can work in harmony with all elements of labor being employed at the Project.
7. Entire Agreement. The parties agree that all other provisions of the Agreement shall remain the same and shall continue in full force and effect. In case of a conflict between any provision of this Agreement and the FTA requirements, the FTA requirements shall control unless otherwise directed by the Authority. This Agreement together with the other components of the Agreement documents,

constitutes the entire agreement between the parties, and no other agreements other than those incorporated herein shall be effective as to the parties hereto.

8. Amendments The Authority and the City agree that this Agreement may be amended from time to time

9. Severability Clause. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS, WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

MERRIMACK VALLEY REGIONAL  
TRANSIT AUTHORITY

CITY OF NEWBURYPORT

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Joseph J. Costanzo  
Administrator

---

Donna D. Holaday  
Mayor

580204/MVRT/0001



Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Stephanie Pollack, MassDOT Secretary & CEO

**massDOT**  
Massachusetts Department of Transportation

April 27, 2017

The Honorable Donna D. Holaday,  
Office of the Mayor  
City of Newburyport  
60 Pleasant Street  
P.O. Box 550  
Newburyport, MA 01950

Dear Mayor Holaday,

It was a pleasure meeting with you and your team to discuss the progress that is being made on the Newburyport Intermodal Parking Facility. The Secretary was very glad to hear that the project is reaching to the stage of final design and she will be interested in your further progress towards completion.

Please accept this letter as confirmation of MassDOT's commitment of \$5,000,000 in state funds for the Newburyport Intermodal Parking Facility. MassDOT included \$5,000,000 in funding for the project in the FY17-21 Capital Improvement Plan and we are including the same sum in the FY18-22 Capital Improvement Plan that will be presented to the MassDOT Board for adoption in June. Subject to final adoption by the MassDOT Board in June, the \$5 million will be provided in two fiscal years. \$2,500,000 will be available in FY18 and the remaining \$2,500,000 will be available in FY19.

Congratulations again on the progress that you and the other City leaders have made on the Newburyport Intermodal Parking Facility. MassDOT is pleased to be partnering with the City of Newburyport, the Federal Transit Administration and the Merrimack Valley Regional Transit Authority on this important development project.

Sincerely,

Astrid Glynn

MassDOT Rail and Transit Administrator

Ten Park Plaza, Suite 4160, Boston, MA 02116  
Tel: 857-368-4636, TTY: 857-368-0655  
[www.mass.gov/massdot](http://www.mass.gov/massdot)





Merrimack Valley Regional Transit Authority

MVRTA Advisory Board Officers  
Mayor Daniel Rivera, Chair  
Mr. David Van Dam, Vice Chair  
Ms. Christine Lindberg, Secretary

Joseph J. Costanzo  
Administrator

May 19, 2017

The Honorable Donna D. Holaday  
Office of the Mayor  
City of Newburyport  
60 Pleasant Street  
Newburyport, MA 01950

**Re: Newburyport Intermodal Transit & Parking Facility  
Confirmation of FTA Funding Available for this Project**

Dear Mayor Holaday:

I am pleased to be working with the City of Newburyport towards the completion of an Intermodal Transit & Parking Facility in downtown Newburyport. This facility will add to the inventory of formal intermodal transit stations utilized by the Merrimack Valley Regional Transit Authority (MVRTA) within our region. This facility will increase MVRTA ridership and transit access to downtown Newburyport.

It is my understanding that you will be seeking City Council bond authorization in the coming weeks for acquisition of a parcel of land located at the intersection of Merrimac Street and Titcomb Street to construct this new facility. In light of the recent reduction in FTA funding available for this project (*from \$2M to \$1.5M*) due to a reduced project scope, it is understandable that the City would like to confirm the amount of Federal Transit Administration (FTA) funding committed to facility construction. As you know, these FTA funds will be made available to the City through the MVRTA.

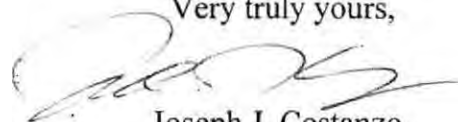
Please accept this letter as confirmation that funding will be made available for the Newburyport Intermodal Transit & Parking Facility in the amount of \$1.5M, subject to the completion of the FTA's capital grant application/award process and compliance with all grant award requirements established by the FTA. At this point, in order to obtain grant approval from FTA, the City must provide documentation that it has complied with the Uniform Relocation Assistance and Real Property Acquisition Policies Act ("Uniform Act") prior to acquiring the parcel. Once the grant is approved by FTA, the funding will be made available to the City through MVRTA for all eligible project expenses, including construction of the facility, project administration/oversight and technical assistance.

As discussed previously, we anticipate that compliance with the above policies will be ensured through an Intermunicipal Agreement between the City and MVRTA addressing such issues as facility operations, maintenance, use of funds and other key aspects of the project.

In order to obtain the \$1.5 M from FTA for the project, a non-Federal local match of 20% is required. The City has agreed to provide this match for a total of \$375,000. The MVRTA and the City will work cooperatively to allocate these funds to an agreed upon project scope and budget.

Please do not hesitate to contact me if you have any further questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Joe Costanzo', written over a faint circular stamp or watermark.

Joseph J. Costanzo  
Administrator

# Newburyport Intermodal Parking Facility

## Financial Update as of May 2017

### 1) Budget Update

#### Project Budget

Soft Costs (Design/Construction Admin)	\$ 1,497,719
Land Acquisition	\$ 2,184,000
Construction	\$ 8,681,997
<b>Total Budget (30% Design Through Construction)</b>	<b>\$ 12,363,716</b>

#### Funding Sources

FTA Transit Funding	\$ 1,500,000
Commonwealth Grant	\$ 5,000,000
Newburyport Parking Revenue Bond*	\$ 5,863,716
<b>Total Funding Sources</b>	<b>\$ 12,363,716</b>

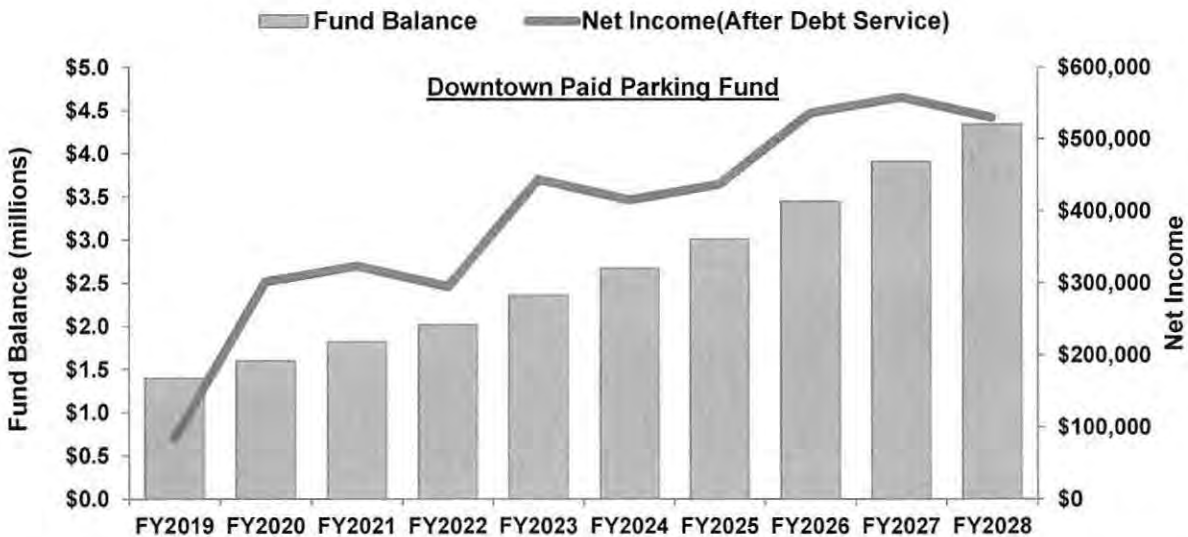
\*Newburyport Cost Per Space (207 Spaces) \$ 28,327

### 2) Bonding Estimates

Design (Authorized 3/14/16)	\$ 630,300
Land Acquisition and Construction	\$ 5,233,416
<b>Total Debt Issuance<sup>†</sup></b>	<b>\$ 5,863,716</b>

<sup>†</sup>Estimated Annual Debt Service Based on 25 Year Bond @ 3.5% \$ 355,775

### 3) Paid Parking Financial Projection



**Note:** Above based on ten year projection for the Downtown Paid Parking Program, including the operations and debt service for the Intermodal Facility, starting in FY2019. Fund balance shown after the funding of a maintenance account, as well as, \$100,000 annually for other downtown improvements. The financial projection is based on certain hypothetical assumptions and is for illustrative purposes only. There is no guarantee that these results will be obtained.

**Newburyport Intermodal Parking Facility**  
**Development Budget**

5/22/2017

		February 2016 Estimate	May 2017 Budget	Difference
<b>Project Costs:</b>				
<b>Design/Permitting/Construction Administration (30% design through construction):</b>				
Total Chapter 149 Project Management Oversight (Heery):		\$ 538,000	\$ 497,914	\$ (40,086)
Total MVRTA / FTA Project Management Consulting Services (Real Estate Perspectives)		\$ 153,000	\$ 128,000	\$ (25,000)
Total Project Design Services (Desman)		\$ 570,730	\$ 577,130	\$ 6,400
Structural Peer Review		\$ -	\$ 7,500	\$ 7,500
Telephone/Data/Security Fit Up		\$ -	\$ 75,000	\$ 75,000
Special Inspections/Testing (concrete, geotechnical, etc.)		\$ -	\$ 20,000	\$ 20,000
Relocation Consultant (O.R. Colan Assoc.)		\$ -	\$ 57,175	\$ 57,175
Relocation Costs (3 tenants)		\$ -	\$ 75,000	\$ 75,000
Miscellaneous Legal, Appraisal, Printing, Advertising, Administrative Costs		\$ 13,000	\$ 60,000	\$ 47,000
<b>Subtotal Soft Costs</b>		<b>\$ 1,274,730</b>	<b>\$ 1,497,719</b>	<b>\$ 222,989</b>
<b>Land Acquisition:</b>				
(includes demolition)				
<b>Construction:</b>				
Construction General Contractor (2/1/17 Heery 30% Cost Estimate)		\$ 6,800,000	\$ 8,076,454	\$ 1,276,454
(includes façade upgrades and concrete deck sealer)				
Design Contingency (3.75%) (Historical Commission revisions - cornice, windows, etc.)		\$ -	\$ 302,867	\$ 302,867
Building / Systems Commissioning		\$ -	\$ 20,000	\$ 20,000
Contingency (3.5%)		\$ 580,000	\$ 282,676	\$ (297,324)
<b>Subtotal Construction Costs</b>		<b>\$ 7,380,000</b>	<b>\$ 8,681,997</b>	<b>\$ 1,301,997</b>
<b>Total Project Costs</b>		<b>\$ 10,654,730</b>	<b>\$ 12,363,716</b>	<b>\$ 1,708,986</b>
<b>Project Funding Sources:</b>				
FTA Transit Funding		\$ 2,000,000	\$ 1,500,000	\$ (500,000)
Commonwealth Grant		\$ 5,000,000	\$ 5,000,000	\$ -
Newburyport Parking Revenue Bond - includes \$630,300 design authorization 3-14-16 (1)		\$ 3,654,730	\$ 5,863,716	\$ 2,208,986
<b>Total Funding Sources:</b>		<b>\$ 10,654,730</b>	<b>\$ 12,363,716</b>	<b>\$ 1,708,986</b>
(1)	Estimated Annual Debt Service Based on 25 Year Bond @ 3.5%	\$221,747	\$355,775	\$134,028
	Newburyport Cost Per Space (204 spaces 2/2016; 207 spaces 5/2017)	\$17,915	\$28,327	\$10,412

# Downtown Parking Program

Intermodal Facility

For Illustrative Purposes Only

## Financial Projection

5/22/2017

						Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	Actual	Actual	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
<b>Revenue</b>															
Annual Parking Permits	42,641	79,804	53,558	72,994	48,099	72,994	48,099	72,994	48,099	72,994	48,099	72,994	48,099	72,994	48,099
Parking Fines <sup>(1)</sup>	302,601	220,732	236,514	245,961	248,631	215,253	215,253	215,253	215,253	215,253	215,253	215,253	215,253	215,253	215,253
Other Sources	1,656	5,690	2,811	2,811	2,811	2,811	2,811	2,811	2,811	2,811	2,811	2,811	2,811	2,811	2,811
Parking Meter Revenue <sup>(2)</sup>	344,241	353,126	431,768	751,320	779,941	654,623	781,826	781,826	781,826	909,030	909,030	909,030	1,036,233	1,036,233	1,036,233
Intermodal Facility Revenue <sup>(3)</sup>	0	0	0	0	0	110,075	248,400	258,336	268,669	279,416	290,593	302,217	314,305	326,877	339,953
<b>Gross Revenue</b>	<b>691,139</b>	<b>659,352</b>	<b>724,651</b>	<b>1,073,085</b>	<b>1,079,482</b>	<b>1,055,755</b>	<b>1,296,389</b>	<b>1,331,219</b>	<b>1,316,658</b>	<b>1,479,503</b>	<b>1,465,785</b>	<b>1,502,303</b>	<b>1,616,701</b>	<b>1,654,168</b>	<b>1,642,349</b>
<b>Hourly Rate</b>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.75	\$ 1.75	\$ 1.75
<b>Space Counts</b>															
Riverside Park	64	58	58	58	58	58	58	58	58	58	58	58	58	58	58
Central Waterfront Lots <sup>(4)</sup>	375	375	375	375	375	150	150	150	150	150	150	150	150	150	150
Green Street Lot	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227
Prince Place/Hales Court Lot <sup>(5)</sup>	44	44	44	44	62	62	62	62	62	62	62	62	62	62	62
Harris Street Lot	31	31	31	31	31	31	31	31	31	31	31	31	31	31	31
Intermodal Facility	0	0	0	0	0	207	207	207	207	207	207	207	207	207	207
<b>Total Off-Street Spaces</b>	<b>741</b>	<b>735</b>	<b>735</b>	<b>735</b>	<b>753</b>	<b>735</b>	<b>735</b>	<b>735</b>	<b>735</b>	<b>735</b>	<b>735</b>	<b>735</b>	<b>735</b>	<b>735</b>	<b>735</b>
Downtown On-Street Spaces	923	923	923	923	923	923	923	923	923	923	923	923	923	923	923
<b>Total Downtown Parking</b>	<b>1,664</b>	<b>1,658</b>	<b>1,658</b>	<b>1,658</b>	<b>1,676</b>	<b>1,658</b>	<b>1,658</b>	<b>1,658</b>	<b>1,658</b>	<b>1,658</b>	<b>1,658</b>	<b>1,658</b>	<b>1,658</b>	<b>1,658</b>	<b>1,658</b>

- Notes:**
- (1) Based on two year biennial average.
  - (2) Based on FY14-FY15 average at \$1.00 per hour, increasing in FY20, FY23 and FY26 as shown.
  - (3) Based on projections from Todd Gilbert (LAZ Parking), as reviewed by John Burke (Independent Parking Consultant).
  - (4) Assumes a minimum of 150 spaces are maintained on the waterfront with revenue going back to the City.
  - (5) Increases by 18 spaces from lease of Hales Court lot from USPS.

**Downtown Parking Program  
Financial Projection**

5/22/2017

Intermodal Facility

For Illustrative Purposes Only

	Actual FY2014	Actual FY2015	Actual FY2016	Projected FY2017	Projected FY2018	Year 1 Projected FY2019	Year 2 Projected FY2020	Year 3 Projected FY2021	Year 4 Projected FY2022	Year 5 Projected FY2023	Year 6 Projected FY2024	Year 7 Projected FY2025	Year 8 Projected FY2026	Year 9 Projected FY2027	Year 10 Projected FY2028
<b>Expenses</b>															
Personnel Services <sup>(1)</sup>	(88,840)	(108,812)	(122,637)	(127,003)	(131,651)	(136,351)	(141,110)	(146,007)	(151,015)	(156,164)	(161,474)	(166,964)	(172,624)	(178,476)	(184,526)
Purchase of Services <sup>(2)</sup>	(127,197)	(139,785)	(148,692)	(151,636)	(154,638)	(157,731)	(160,885)	(164,087)	(167,336)	(170,649)	(174,028)	(177,474)	(180,988)	(184,571)	(188,226)
Professional & Technical <sup>(2)</sup>	(635)	(9,904)	(2,340)	(4,378)	(4,465)	(4,554)	(4,645)	(4,737)	(4,831)	(4,927)	(5,024)	(5,124)	(5,225)	(5,329)	(5,434)
NRA Agreement <sup>(3)</sup>	(122,690)	(113,322)	(143,598)	(208,863)	(208,863)	0	0	0	0	0	0	0	0	0	0
Waterfront Trust Agreement <sup>(3)</sup>	(23,000)	(25,609)	(34,250)	(70,000)	(70,000)	(70,000)	(70,000)	(70,000)	(70,000)	(70,000)	(70,000)	(70,000)	(70,000)	(70,000)	(70,000)
Intermodal Facility Operations <sup>(4)</sup>	0	0	0	0	0	(173,781)	(187,655)	(191,494)	(195,414)	(199,415)	(203,501)	(207,672)	(211,930)	(216,278)	(220,717)
R/E Taxes 90 Pleasant St. <sup>(5)</sup>	0	0	0	0	(12,705)	(13,023)	(13,348)	(13,682)	(14,024)	(14,375)	(14,734)	(15,102)	(15,480)	(15,867)	(16,264)
<b>Total Expenses</b>	<b>(362,362)</b>	<b>(397,432)</b>	<b>(451,516)</b>	<b>(561,880)</b>	<b>(582,323)</b>	<b>(555,440)</b>	<b>(577,644)</b>	<b>(590,007)</b>	<b>(602,620)</b>	<b>(615,530)</b>	<b>(628,761)</b>	<b>(642,336)</b>	<b>(656,247)</b>	<b>(670,521)</b>	<b>(685,167)</b>
<b>Expense Assumptions</b>															
Hourly Labor Costs <sup>(6)</sup>	2.3%	2.1%	3.0%	3.6%	3.7%	3.6%	3.5%	3.5%	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%
Price Inflation <sup>(7)</sup>	1.1%	0.5%	1.5%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
<b>Net Operating Income</b>	<b>328,778</b>	<b>261,920</b>	<b>273,135</b>	<b>511,205</b>	<b>497,159</b>	<b>500,315</b>	<b>718,745</b>	<b>741,212</b>	<b>714,039</b>	<b>863,973</b>	<b>837,024</b>	<b>859,968</b>	<b>960,454</b>	<b>983,647</b>	<b>957,182</b>
<b>Debt Service<sup>(8)</sup></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(355,775)</b>	<b>(355,775)</b>	<b>(355,775)</b>	<b>(355,775)</b>	<b>(355,775)</b>	<b>(355,775)</b>	<b>(355,775)</b>	<b>(355,775)</b>	<b>(355,775)</b>	<b>(355,775)</b>
<b>Maintenance Fund<sup>(9)</sup></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(60,088)</b>	<b>(61,290)</b>	<b>(62,509)</b>	<b>(63,747)</b>	<b>(65,009)</b>	<b>(66,296)</b>	<b>(67,609)</b>	<b>(68,948)</b>	<b>(70,313)</b>	<b>(71,705)</b>
<b>Net Income</b>	<b>328,778</b>	<b>261,920</b>	<b>273,135</b>	<b>511,205</b>	<b>497,159</b>	<b>84,452</b>	<b>301,681</b>	<b>322,928</b>	<b>294,517</b>	<b>443,189</b>	<b>414,953</b>	<b>436,584</b>	<b>535,732</b>	<b>557,559</b>	<b>529,702</b>
<b>Capital/Other Financing Uses<sup>(10)</sup></b>	<b>(457,706)</b>	<b>(418,339)</b>	<b>(55,905)</b>	<b>(100,000)</b>	<b>(100,000)</b>	<b>(100,000)</b>	<b>(100,000)</b>	<b>(100,000)</b>	<b>(100,000)</b>	<b>(100,000)</b>	<b>(100,000)</b>	<b>(100,000)</b>	<b>(100,000)</b>	<b>(100,000)</b>	<b>(100,000)</b>
<b>Ending Fund Balance</b>	<b>541,629</b>	<b>385,210</b>	<b>602,440</b>	<b>1,013,645</b>	<b>1,410,804</b>	<b>1,395,256</b>	<b>1,596,937</b>	<b>1,819,865</b>	<b>2,014,382</b>	<b>2,357,571</b>	<b>2,672,524</b>	<b>3,009,108</b>	<b>3,444,840</b>	<b>3,902,399</b>	<b>4,332,101</b>

Notes:

- (1) Based on FY16 actuals and increases in Hourly Labor Costs as shown.
- (2) Based on FY16 actuals and increases in prices (Inflation) as shown.
- (3) Assumes Newburyport Redevelopment Authority dissolves by FY2019.
- (4) Based on projections from Todd Gilbert (LAZ Parking), as reviewed by John Burke (Independent Parking Consultant).
- (5) Based on 75% of the FY16 tax bill of \$15,954, increasing by 2.5% per year. There will still be taxable property at 90 Pleasant Street following the land acquisition for the Intermodal Facility.
- (6) Source: Bureau of Labor Statistics. Hourly labor compensation is measured by the employment cost index for total compensation (wages, salaries, benefits) of workers in private industry.
- (7) Source: Bureau of Economic Analysis. The overall inflation rate is based on the price index for personal consumption expenditures; the core rate excludes prices for food and energy.
- (8) Funds a \$5,863,716 bond issue over 25 years. Includes \$630,300 for design.
- (9) Source: National Parking Association "Parking Garage Maintenance Manual." Based on cost per space estimate, adjusted for inflation. Begin funding in FY2019.
- (10) Transfers to capital project funds and other financing uses. Assumes \$100,000 per year.

CITY OF NEWBURYPORT



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

ORDERED:

May 30, 2017

**THAT, The CITY COUNCIL of the City of Newburyport** accepts with gratitude a gift from Dermatology & Skin Health, in the form of sunscreen and three (3) sunscreen dispensers, valued at \$900.00, and a gift from the New England Melanoma Foundation, in the form of sunscreen and two (2) sunscreen dispensers, valued at \$400.00, to be installed at the following locations around the City:

- Cashman Park
- (2) Rail Trail
- Beach at Plum Island
- Harbormaster Visiting Boater Facility

The gifts are accepted in accordance with M.G.L. Chapter 44, Section 53A1/2.

\_\_\_\_\_  
Councillor Charles F. Tontar  
Chair, Budget & Finance Committee

CITY OF NEWBURYPORT



---

IN CITY COUNCIL

ORDERED:

May 30, 2017

**THAT, The CITY COUNCIL of the City of Newburyport** accepts with gratitude a grant from The Peter and Elizabeth C. Tower Foundation in the amount of \$378,792.00 for the purpose of implementing a Regional Prevention Coordinator in accordance with M.G.L. Chapter 44, Section 53A.

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Councillor Charles F. Tontar  
Chair, Budget & Finance Committee



CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 30, 2017

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

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

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

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

Parsons Street

One (1) space at 13 Parsons Street through June 30, 2019.

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

## ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 28, 2017

AN ORDINANCE TO CONFORM THE CODE TO CHAPTER 66 OF THE ACTS OF 2014

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

Amend existing Section 2-368, as follows, with deletions ~~double-stricken through~~, and additions double-underlined:

Chapter 2	Administration
Article V.	Departments
Division 5.	Department of Public Services
Section 2-368	Board of water <u>and sewer</u> commissioners.

**Sec. 14-32. – Board of water and sewer commissioners.**

The board of water and sewer commissioners shall be a part of the department of public services. ~~Except as expressly provided for in this act, the board of water commissioners shall retain all powers, duties and responsibilities previously vested in said commissioners.~~ Pursuant to Section 1 of Chapter 66 of the Acts of 2014, powers and duties granted to and imposed upon the city of Newburyport by Chapter 403 of the Acts of 1908, and Chapter 261 of the Acts of 1963, shall, except the power of borrowing money, be exercised by a board of water and sewer commissioners, hereinafter called the board, consisting of 5 regular and 2 alternate members of the city, to be appointed by the mayor, subject to confirmation by the city council, for 3-year rotating terms.

Members of the board shall hold office, unless sooner removed, until their successors are appointed and qualified. Vacancies shall be filled for the remainder of the term in the same manner as the original appointment. A person shall not be appointed to the board who holds any elected city office at the time. A member of the board, after notice and opportunity for a hearing may be removed by the mayor.

The board shall have all the powers and duties provided in Chapter 403 of the Acts of 1908, as well as those powers and duties provided in chapter 261 of the Acts of 1963. The board shall annually choose a chairman and a secretary; provided, however, that the board may reorganize at any time at its discretion. The board members shall not receive compensation for their services unless an

appropriation is made therefor by a two-thirds vote of the city council. The board shall annually, and as often as the city council shall require, render an account of its official acts; and the board's books and accounts shall be open to the inspection of the finance director at any time.

~~The board of water commissioners shall fix such prices and rates for the use of water. The board of water commissioners may grant such abatements from water rates or charges as may be lawful and necessary.~~

The board of water and sewer commissioners shall, subject to the advice and consent of the mayor, set all policies relative to the water supply of the City of Newburyport, and to the construction and operation of a system or systems of sewerage and sewage disposal for the City of Newburyport, while the director shall be responsible for the day to day operations of the department. The board of water and sewer commissioners shall, with respect to the director, unless otherwise specifically provided for in this legislation, act in an advisory capacity.

The board of water and sewer commissioners shall keep the mayor fully advised as to the needs of the city within the scope of its duties, and shall annually, in conformity with the requirements established by said mayor, and in conjunction with the director of public services, furnish to the mayor a carefully prepared and detailed budget and work plan in writing, including estimates of the appropriations and revenue for the board of water and sewer commissioners enterprise funds established under M.G.L.A. c. 44, § 53F1/2 required during the next fiscal year for the proper excise and performance and all said rights and duties.

~~The board of sewer commissioners shall be part of the department of public services. Except as expressly provided for in this act, the board of sewer commissioners shall retain all powers, duties and responsibilities vested in said commissioners. The board of water and sewer commissioners may in its discretion prescribe for the users of said water and sewer system or systems such prices, rates, annual rentals or charges based on the benefits derived therefrom as it may deem proper, subject, however, to such rules and regulations as may be fixed by the vote of the city council, whose affirmative vote shall be required for any change in such prices, rates annual rentals or charges proposed by the board. The board of water and sewer commissioners may grant such abatements from water and sewer rates or charges as may be lawful and necessary.~~

~~The board of sewer commissioners shall, subject to the advice and consent of the mayor, set all policies relative to construction and operation of a system or systems of sewerage and sewage disposal for the City of Newburyport, while the director shall be responsible for the day to day operation of the department. The board of sewer commissioners shall, with respect to the director, unless otherwise specifically provided for in this act, act in an advisory capacity.~~

~~The board of sewer commissioners shall keep the mayor fully advised as to the needs of the city within the scope of its duties, and shall annually, in conformity with the requirements established by said mayor, and in conjunction with the director of public services, furnish to the mayor a carefully prepared and detailed budget and work plan in writing, including estimates of the appropriations and revenue for the board of sewer commissioners enterprise funds established under M.G.L.A. c. 44, § 53F1/2 required during the next fiscal year for the proper exercise and performance of all said rights and duties.~~

Amend existing Section 14-32, as follows, with deletions ~~double-stricken through~~, and additions double-underlined:

Chapter 14	Utilities
Article 2	Sanitary Sewer System
Division 1	Generally
Section 14-32	Fees and charges.

**Sec. 14-32. - Fees and charges.**

- (a) *Sewer user charge.* Pursuant to Section 10 of Chapter 261 of the Acts of 1963, as amended by Chapter 66 of the Acts of 2014, the board of the water and sewer commission may in its discretion prescribe for the users of the sewer system or systems such annual rentals or charges based on the benefits derived therefrom it may deem proper, subject, however, to such rules and regulations as may be fixed by a vote of the city council. Accordingly, a sewer user charge shall be paid by each user in accordance with rules and regulations approved by city council on June 14, 1982, as they may, from time to time, be amended.
- (b) *Service charge for monitoring, analytical testing and reporting.* Any category of user subject to pretreatment standards and requirements will be charged for monitoring and analytical testing and reporting conducted by the sewer department. The service charge will be calculated by allocating each user or industrial user a proportional share of the total cost of the pretreatment program taking into consideration the number of sampling site visits and the number and type of analytical tests required.
- (c) *Connection permit and inspection fee.* A connection permit and inspection fee of ~~five~~ [TBD] dollars (~~\$50.00~~ [TBD]) for each residential building sewer permit and two hundred fifty dollars (\$250.00) for each initial industrial or commercial sewer permit and connection application shall be paid to the city at the time the application is filed.

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

**In City Council May 8, 2017:**

Motion to remove and approve by Councillor Eigerman, seconded by Councillor Cameron. Roll call vote, 11 yes. Motion passed.

# CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 8, 2017

## AN ORDINANCE RELATING TO UPDATING EVENT RULES:

The following updated shall be made to Section 13-97 of the Newburyport Municipal Code

### **Sec. 13-97. - Road races, walkathons, bicycle and other multi-disciplined events.**

(a)

*Short title.* [This ordinance 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 ordinance 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 road racing, walkathon, bicycle, or swimming e~~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 12/31/17 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~~The event will shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2)

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

(3)

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

(4)

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

(5)

*Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents ~~ten-fourteen (1014)~~ 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 1/2 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.

(e)

*Enforcement.*

(1)

*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.

(2)

*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.

(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 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).



(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 Section D, subsection 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 2/3 supervote of the City Council.

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Councillor Sharif I. Zeid

---

Councillor Joseph H. Devlin

**In City Council April 24, 2017:**

Motion to remove from Public Safety by Councillor Cronin, seconded by Councillor Cameron.  
Motion to approve by Councillor Cronin, seconded by Councillor Cameron. So voted.

**In City Council May 8, 2017:**

Motion to approve first reading by Councillor Zeid, seconded by Councillor Devlin. Roll call vote, 11 yes. Motion passed.

## CITY OF NEWBURYPORT




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 IN CITY COUNCIL

ORDERED:

May 30, 2017

AN ORDINANCE TO AMEND CHAPTER 3 OF THE MUNICIPAL CODE

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

Chapter 3	Animals
Article 1	In General

*Amend Section 3-2 regarding disposal of animal waste, as follows, with deletions ~~double stricken through~~, and additions double-underlined:*

Sec. 3-2. - Disposal of animal waste.

All persons owning or in custody of an animal ~~will~~shall be responsible for the removal and disposal of that animal's waste. No person shall appear with a dog in his or her custody on any sidewalk, gutter, street or other public area, or on any private property neither owned nor occupied by such person, without the means of removal of any feces left by such dog. The fine for violation of this provision for the first offense shall be fifty dollars (\$50.00) and the second shall be seventy-five dollars (\$75.00) and third and subsequent offenses shall be one hundred dollars (\$100.00). This provision shall not apply to an animal accompanying any handicapped person who, by reason of his or her handicap, is physically unable to comply with the requirements of this provision.

For the purpose of enforcing this provision, notices of violation may be issued pursuant to Section 21D of Chapter 40 of the General Laws, by the board of health acting through its director or his or her designee, by any animal control officer, or by any police officer. Any person who has been observed by a police officer to have violated this provision, and who refuses to give proper personal identification to such police officer upon request, shall be subject to arrest.

All notices of violation shall be returnable to the Clerk of the Newburyport Division, District Court Department of the Trial Court, Essex County. Unless the person named on said notice of violation appears before said Clerk within twenty-one (21) days of said violation either personally or through an agent duly authorized in writing, or by mailing to such Clerk, with the notice, the fine provided therein, a complaint will be sought against the person named in said notice.

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Councillor Jared J. Eigerman

**COMMITTEE ITEMS**

## BUDGET & FINANCE COMMITTEE ITEMS

May 30, 2017

1. **COMM031\_03\_38\_17** – FY17-FY21 Capital Improvement Program Submission(w/ COW)
2. **TRAN022\_04\_24\_17** – PI Utility Fund \$2,030,765 to PI Hydrant Replacement 1.9M, SEW Municipal Insurance \$130,765 (w/PU)
3. **TRAN025\_05\_08\_17** – Mult Acnts \$98K to LED Streetlight Conversion \$98K (w/ PU)
4. **TRAN026\_05\_08\_17** – Lib Sal Staff \$10K to Lib Maint – Equipment \$10K
5. **TRAN027\_05\_08\_17** – fir Fuel/Oil Vehicles \$15K to Fir Maint – Vehicles \$15K



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

*60P  
COTW*

To: President and Members of the City Council  
 From: Donna D. Holaday, Mayor  
 Date: March 21, 2017  
 Subject: FY2017-FY2021 Capital Improvement Program Submission

In accordance with Section 6-5 of the Charter, which requires the submission of a capital improvement plan to the City Council by April 1 of each year, I am pleased to submit an updated Capital Improvement Program for Fiscal Years 2017 through 2021.

The enclosed Capital Improvement Program continues the process initiated six years ago in the FY13 budget. The format of this document remains consistent - it includes an executive summary, cost estimates, supportive documentation, projected methods of financing, and long-term financial planning for a five-year window of capital investment needs. The fact that the Government Finance Officers Association has designated our annual budget document with a Distinguished Budget Presentation Award for the past five years speaks to the level of quality and detail contained in our CIP submissions for those fiscal years.

As was done previously, we have included projects that we have funded or proposed to be funded in the course of the current fiscal year to demonstrate the City's ongoing commitments to investing in our infrastructure and to show the strides being made to attend to the City's ongoing capital needs. As a result, this CIP constitutes a selection of projects and equipment that either have received funding already in FY17 or that we have requested funding before the end of the fiscal year.

This document should be viewed as a tool to illustrate how effective a coordinated approach to capital planning can be in the acquisition of equipment or completion of significant infrastructure improvement projects. Additionally, the fact that the revised Charter requires that this document be updated annually demonstrates the importance of this information being communicated to the City Council and the community as a whole.

I have placed significant emphasis on the importance of developing an organized and coordinated CIP for the City. Over the past few years, we have made progress in allocating funding for capital improvements into the operating budget and I am committed to continuing that trend to the greatest extent possible in FY18 and beyond.

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



# City of Newburyport

## FY 2017

### BUDGET TRANSFER REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

*BT/PO*

2017 APR 18 AM 11:58

**Department:** Department of Public Services  
**Submitted by:** Anthony Furnari, DPS Director      **Date Submitted:** 4/24/2017

**Transfer From:**

Account Name	Plum Island Utility Fund	YTD Bal:	\$ 4,551,604.37
Account Number:	8287-59600	Trans In:	\$ -
Amount:	\$2,030,765.00	Trans Out:	\$ -
Why are Funds Available:	<i>Proceeds from CDM Smith Inc. Settlement Agreement. Must be approved by a two-thirds vote of the City Council in accordance with M.G.L. c. 40, sec. 5B.</i>		

**Transfer To:**

Account Name	Plum Island Hydrant Replacement	YTD Bal:	\$ -
Account Number:	New	Trans In:	\$ -
Amount:	\$1,900,000.00	Trans Out:	\$ -
Why are Funds Required:	<i>See attached explanatory memorandum.</i>		

**Transfer To:**

Account Name	SEW Municipal Insurance	YTD Bal:	\$ -
Account Number:	61440007-57401	Trans In:	\$ -
Amount:	\$130,765.00	Trans Out:	\$ -
Why are Funds Required:	<i>Deductible balance owed to MIIA per CDM Smith settlement agreement.</i>		

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

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

Date: 4/18/17  
 Date: 4/18/17





CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR

DONNA D. HOLADAY

60 PLEASANT STREET • P.O. BOX 550

NEWBURYPORT, MA 01950

(978) 465-4413 • (978) 465-4402 (FAX)

WWW.CITYOFNEWBURYPORT.COM

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2017 APR 18 AM 11:59

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: April 18, 2017  
Subject: Request for Transfer to Fund Plum Island Hydrant Replacement Project

---

I am writing to respectfully request approval of an appropriation from the Plum Island Utility Fund in the amount of \$1,900,000 to fund the Plum Island Hydrant Replacement Project.

At the March 22, 2017 Water and Sewer Commission meeting, the Commissioners discussed schedule and funding approval dates for the Plum Island Hydrant Replacement Project. The attached transfer will position the Water and Sewer Commission to move forward within the necessary timeline.

Due to the advanced corrosion that is occurring to our underground water distribution system on Plum Island (Newburyport and Newbury), the City plans to replace all of the fire hydrants and associated valves and fittings on Plum Island. Project design was performed in-house and construction plans and specs will be put out to bid this month. It is anticipated that construction will begin in June and continue through 2019.

### **General Project Information**

As part of the repairs to the corroding water distribution system on the Island, the first priority is to replace all of the hydrants. This project replaces 145 hydrant assemblies on the Island as well as all of the hydrants along the Turnpike. Each assembly consists of a hydrant, a valve, piping, and fittings. In addition, while certain zones are shutdown, existing isolation valves will be replaced and 63 new valves will be installed at critical locations to provide the isolation necessary for operations.

All ductile iron piping will be wrapped in polyethylene and all new nuts and bolts will be stainless steel and tape-wrapped to provide maximum corrosion protection.

In order to provide control and minimize the number of hydrants being inoperable at any one time, we are limiting the number of hydrants to be worked on (i.e. out of commission) as well as limit the number of zones being shut down. We created 67 zones to minimize the total number of homes per zone.

The Project may take more than one construction season to complete the installations and the contractor will return one year later to repair the temporary roadway patches with a final repaving. While this Project will make substantial improvements to the system, there still remains a large number of valves, fittings, and restraints that will need to be replaced.

I strongly support the Department of Public Services and Water and Sewer Commission with the attached transfer request. We look forward to answering any questions you may have and discuss the project in further detail as it is considered in the appropriate committees.



# City of Newburyport

## FY 2017

# BUDGET TRANSFER REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

*ByT  
+  
P. Othl*

2017 MAY -2 PM 1:48

**Department:** Mayor's Office  
**Submitted by:** Donna D. Holaday, Mayor      **Date Submitted:** 5/8/2017

**Transfer From:**

Account Name	Multiple (see attached)	YTD Bal:	\$ -
Account Number:	-	Trans In:	\$ -
Amount:	\$98,000.00	Trans Out:	\$ -
Why are Funds Available:	<i>See attached account listing.</i>		

**Transfer To:**

Account Name	LED Streetlight Conversion	YTD Bal:	\$ -
Account Number:	New	Trans In:	\$ -
Amount:	\$98,000.00	Trans Out:	\$ -
Why are Funds Required:	<i>See attached memorandum.</i>		

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

\_\_\_\_\_  
  
 \_\_\_\_\_

Date: 5/2/17  
 Date: 5/2/17

**Transfer Request to Fund LED Streetlight Conversion  
May 8, 2017**

<b>Account</b>	<b>Account Number</b>	<b>Balance</b>	<b>Amount to Transfer</b>
Green Initiatives Receipts Reserved	2755-59600	\$239,651.42	\$77,741.56
Electrical Revolving	2806-59600	\$48,734.38	\$10,000.00
Legal Fee Reimb. Receipts Reserved	2740-59600	\$3,506.07	\$3,506.07
Downtown Parking	050-59600	\$1,990.00	\$1,990.00
Boardwalk Renovation	047-59600	\$1,705.30	\$1,705.30
Harbor Docks	053-59600	\$1,500.00	\$1,500.00
Cops in Shops Receipts Reserved	2733-59600	\$950.00	\$950.00
School Building	052-59600	\$507.07	\$507.07
Open Space Receipts Reserved	2750-59600	\$100.00	\$100.00
<b>Total</b>			<b>\$98,000.00</b>



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WWW.CITYOFNEWBURYPORT.COM

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: May 2, 2017  
Subject: LED Streetlight Conversion

**Update**

Following the purchase of the City's streetlights in 2014 from National Grid, we are now positioned to convert these lights to Light Emitting Diode (LED) technology. This follows years of work by Molly Ettenborough, Recycling/Energy Manager and the Energy Advisory Committee to study this technology, review all of our options, and ultimately secure grant funding to make this project possible. For those of you who were not on the Council at the time of the streetlight acquisition, I have attached a memo from 2014, which provides some additional background, including the estimated annual savings of \$85,000 per year.

Over the last two years, National Grid has created a new LED streetlight tariff, which has incentivized cities and towns to upgrade their street lights. Since streetlights are not metered, there was previously no financial incentive to convert to LED technology without this lower tariff. LEDs can reduce energy use by approximately 60% as compared to our existing High Pressure Sodium (HPS) light fixtures. Estimated additional savings for the city with the upgrade will be approximately \$70,000 per year based on the new wattage usage and tariffs, which National Grid has established for LED fixtures.

Additional benefits of upgrading include: low maintenance costs, extremely long lifespan, no exposure to chemicals such as mercury as in traditional lamps, and increased brightness but warm color rendering.

As highlighted over the past year, the city has been working with George Woodbury of Lightsmart Technologies, who we also worked with during the purchase phase, to help make the switch to LED. We have run a pilot program of six different lights on Moseley Avenue for the past year and, based on feedback as well as hearing from other communities around the country, we have chosen the fixture with the warmest less-harsh white lighting. The 1,519 overhead streetlights (not any downtown decorative lights) will be upgraded. There are also 127 underground-wired streetlights in some areas of the city, which will be completed at a later date.

### **Funding**

The city has received a \$250,000 Green Communities Grant for the upgrade and has also just been awarded another grant in the amount of \$121,000 from the Metropolitan Area Planning Commission (MAPC) as part of the Massachusetts Rapid LED Streetlight Conversion Program. In addition to those two grants, the city will receive an incentive grant from National Grid in the amount of \$60,000.

The total estimated cost for the upgrade is \$529,000 leaving a net cost of \$98,000 for the city to fund. Funding is proposed as shown below, including the close out of some old accounts with residual balances that are no longer needed. The Green Initiatives Receipts Reserved for Appropriation account is a special revenue fund that was established by the City Council in 2010 from the Nock/Molin/DPS solar project rebate to be used to develop, promote, implement and administer green activities associated with energy conservation.

<b>Funding Source</b>	<b>Amount</b>
Green Initiatives Receipts Reserved	\$77,741.56
Electrical Revolving	\$10,000.00
Legal Fee Reimb. Receipts Reserved	\$3,506.07
Downtown Parking	\$1,990.00
Boardwalk Renovation	\$1,705.30
Harbor Docks	\$1,500.00
Cops in Shops Receipts Reserved	\$950.00
School Building	\$507.07
Open Space Receipts Reserved	\$100.00
<b>Total City Funding</b>	<b>\$98,000.00</b>

### **Installation**

The city has gone out to bid with the Town of Foxboro for installation services and has selected Coviello Electric to install all of the lights. Foxboro is currently installing their light fixtures, while we delayed our project to wait for the newer lights that are best suited to soft lighting (Cree RSW-3000k). As soon as they are in, Coviello Electric will begin the installation process to be overseen by DPS. We expect this project to be completed during summer 2017.

### **Maintenance and Controls**

The city's electrical inspector, David Zinck, will maintain lights as needed. But on average LED maintenance is minimal. Controls can be put on streetlights for various purposes such as cameras, wi-fi, etc. However, we are not recommending the city purchase controls at this time given the additional cost and the newness of the technology. The lights, however, will be control ready for future upgrade if the city so chooses.

### **Public Notification**

We will be updating the city's web site on the project and will also list the attached FAQs.

## LED Streetlights

By the end of the summer of 2017, The City of Newburyport plans on replacing all of the city's overhead streetlights with new LED lights. Roughly 1400 city owned streetlights will be replaced, saving the city an estimated \$62,300 in operating costs annually. This is on top of the \$100,000 savings the city already has realized since purchasing the lights from National Grid in 2014. The decorative downtown lights are not part of this upgrade.

According to Lightsmart, the company chosen by the city to assist with the upgrade, the new LED lights will use 68% less electricity than the current fixtures, further reducing the municipality's greenhouse gas emissions. The new streetlights will also last four times longer than current bulbs and, unlike the current bulbs and contain no mercury, which is highly toxic to humans and other species if not disposed of properly.

The new LED streetlights will also produce less light than the current fixtures; however a person's ability to perceive objects by the LED streetlights will be an improvement over the current technology. This is because the spectrum of light provided by LED light is more compatible with human vision. Therefore, less light is needed to provide the same level of clarity. This is particularly true when compared to the yellow light produced by high-pressure sodium lamps that comprise the bulk of the city's current streetlights. One thing the new LED lamps will not do is waste any light skyward. Light will instead be directed closer to where it is actually needed.

Below you will find additional information and FAQs about the project:

### 1. What is the entire scope of the conversion program?

As you may know, the city has purchased it's street lights from National Grid two years ago and has been looking into upgrading to LED lighting to save the city additional funding. We have been piloting different types of LED lights which can be found on the following link

<http://www.cityofnewburyport.com/department-of-public-services/pages/street-light-led-pilot-project>

The city will now be converting roughly 1500 city-owned streetlights along City streets to LEDs. This will not include the downtown decorative post top lamps, just the cobra head street lights that the city purchased.

### 2. What is an LED?

It is a Light Emitting Diode.

### 3. What type of streetlights did the LED streetlights replace?

The vast majority of the streetlights in Newburyport are High Pressure Sodium (HPS) cobrahead fixtures and a few were Mercury-Vapor (MV) lamps.

### 4. How will this conversion effect the city's energy use and budget for streetlights?

The LED streetlight upgrade will result in a 68% reduction in energy use when compared to current technology and lower the city's electric bill by about \$62,300 per year. These savings, along with a

\$69,000 rebate from National Grid, a \$250,00 Green Community grant and \$121,000 MAPC grant means this project is estimated to cost the city about \$100,000 vs. an estimated total project cost of \$530,000 and will pay for itself in less than 2 years. As a reference, the 413,647 kWh per year energy savings are enough to power 39 average Massachusetts homes.

#### 5. What other benefits are there in an LED conversion?

LEDs last far longer than existing High Pressure Sodium (HPS) streetlights. The new LED fixtures are rated to maintain at least 70% of their light output for 100,000 hours, which is about 20 years.

The LED fixtures will reduce light pollution and lower the amount of trespass light shining onto yards and into houses.

Unlike the majority of the city's current streetlights, the LED lights will shine almost no light above 80 degrees up from vertical and zero light above 90 degrees up from vertical.

The new LED streetlights will produce 58% less light than the current HPS streetlights. However, they will look as bright as the old fixtures because the light they produce is more useful to the human eye.

While current streetlights shine light in a 360 degree circle around the light, the new LED fixtures will shine light predominately up and down the street, greatly reducing the amount of light trespass into yards and windows.

Because they use less energy, LEDs also help to reduce greenhouse gas emissions. Switching to LED streetlights will reduce the city's greenhouse gas emissions by approximately xxx metric tons of CO<sub>2</sub> per year.

Light from the LED streetlights make colors look brighter and more "true" to natural color. Trees look green instead of brown, a blue car looks blue instead of grey. Due to this improved color rendition things appear brighter and sharper under LEDs which is why police and other safety personnel prefer LEDs.

#### 6. What does color temperature mean?

Color temperature of lighting is measured in Kelvin (K) units. Lower temperatures are warmer and yellower; higher temperatures are cooler and bluer. Our existing high pressure sodium (HPS) streetlights have a color temperature of 2200K. LED streetlights have color temperatures ranging from 3000K or lower (warm white) to 6000K (day white). The LED streetlights that are being installed have a color temperature of 3000K, which is the warmest color LED lamp that the city can install and still receive a rebate from the electric utility.

#### 7. Hasn't the American Medical Association (AMA) raised health concerns about LED streetlights?"

In June 2016, the American Medical Association (AMA) issued guidance for communities on selecting among LED lighting options to minimize potential harmful human and environmental effects. Newburyport has actually been waiting for the LED upgrades so that the streetlights installed by the City of Newburyport meet or exceed the AMA's recommendations.



8. Shouldn't the new LED streetlights be shielded so that drivers cannot see the source of light?

No, the new lights, which have been certified by the International Dark Sky Association to be a fully-shielded, full-cutoff fixture, are designed to provide a smooth transition from the brightest area of light directly under a lamp to the dimmest area between lamps. Adding extra shielding to prevent light from shining up and down the street would result in sharp transitions from bright areas to dark areas along the road. This would inhibit drivers and pedestrians located under the streetlight from clearly seeing cars and people located in the darker areas of the road. The source of light in an LED streetlight is directed downward enough to avoid causing drivers from experiencing disability glare from the light. In addition, the city has chosen a uniquely designed fixture where the light from the LED is optically distributed and the LED is not directly visible. This unique design from Cree helps reduce glare.

9. Will new LED streetlights produce unwanted spill light?

No, the new lights reduce unwanted spill light into homes and properties as most of the light is directed up and down the street. However, if a homeowner reports that there is light coming directly into their home from the new LEDs, the homeowner can request that the city evaluate the light to see if it fits the criteria to have a shield installed on the streetlight to control the unwanted light.

10. How do I report an LED outage or request a house shield?

To request action on a street light please see the following link

<http://www.cityofnewburyport.com/departments-of-public-services/pages/how-to-request-action-on-a-street-light> . You can either submit your request online, or call the Department of Public Services at 978-465-4464 to report action needed.

11. Does the City use LEDs for any other fixtures currently?

Yes. The Schools, Senior Center, and Green Street parking lot already are using LED lights. There are also some scattered throughout the city that have replaced old fixtures since we purchased them two years ago.

12. How did the City determine streetlight wattages and brightness levels?

The Energy Advisory Committee conducted an initial audit of all street lights a number of years ago when we first started to look at the street light line item. National Grid has since audited them as well and a final audit was completed just recently to prepare for the installation. This project will largely follow what was mapped then by replacing HPS streetlights with LED streetlights that have the same perceived level of brightness as the old lights. However, there are a few exceptions: lighting in downtown urban areas will receive LED streetlights of slightly lower perceived brightness than the old HPS lamps; lighting along residential streets that are used during rush hour as cut-through streets will receive the same wattage (and brightness) of streetlight as all other residential areas (these streets had brighter lamps previously); and the amount of brightness in the industrial park will be greatly reduced by using lower power and fewer streetlights.

13. Did the City consider a wireless control system that would allow dimming of the streetlights?

Yes but dimming controls are not included in the project. The current cost of wireless controls added 40% to the overall project cost. In addition, the National Grid streetlight tariff does not yet reflect savings from dimming so the City wouldn't save additional money on utility bills from

dimming. However the City is adding components to each fixture that will make the streetlights dimming control-ready so we can take advantage of the technology when the prices come down and the utility savings are guaranteed to show up on our electric bills. In the meantime, many of the streetlights will be installed at a dimmer, lower-power setting resulting in the city producing less greenhouse emissions even if we don't realize cost savings on the electric bill by doing so.

14. Will the LED streetlights result in higher levels of blue light?

Possibly, but minimally at the most. It is more likely that the new LED lights will reduce the amount of blue light produced by the City's streetlights. This is because, while the light from 3000K LED lamps contains a higher percentage of blue light than found in the light from HPS lamps, the LED fixtures will produce far less light (58% less light) than the HPS fixtures. Remember, the light from LED lamps is far more useful to the human eye, so less light is needed to provide visual clarity and the city is reducing perceived light levels in several parts of the city.

15. Is there a connection between LED streetlights and circadian sleep cycles?

The City of Cambridge posted a helpful article on streetlights and circadian sleep cycles for their LED streetlight conversion project. An Overview of Street Lights and Circadian Sleep Cycles by Dr. Steven Lockley, Harvard Medical School, Division of Sleep and Circadian Disorders provides helpful information. <http://www.cambridgema.gov/electrical/streetlightsandcircadiansleepcycles>

There is a connection between blue light levels (daylight) and circadian sleep cycles but no studies indicating streetlighting outside the home has any affect. The concerns are speculation at this point but out of caution the AMA recommended the warmer color temperature LED lights to minimize the potential impacts. Newburyport has chosen to employ the warmer color temperature as well as a light where the LED is not directly visible.

16. What other Massachusetts municipalities have converted streetlights to LED?

This is not a complete list as more cities are making the conversion every month:

Amherst, Chelsea, Natick, Weston, Arlington, Dartmouth, New Bedford, Westwood, Bedford, Fairhaven, Newton, Winchester, Boston, Fitchburg, Randolph, Winthrop, Brookline, Greenfield, Salem, Woburn, Cambridge, Hamilton, Sharon, Cape Cod (20 towns), Haverhill, Shirley, Chelmsford, Holyoke, Watertown, Foxboro, Wenham, Rowley, and North Hampton.



# CITY OF NEWBURYPORT

NEWBURYPORT CITY HALL  
TEL: 978-465-4410

60 PLEASANT STREET

NEWBURYPORT, MA 01950  
FAX: 978-465-9958

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

## MEMORANDUM

To: President and Members of the Newburyport City Council

From: Molly Ettenborough, Recycling and Energy Coordinator  
Peter Lombardi, Director of Policy and Administration  
Ethan Manning, Business Manager  
Michael Strauss, Chairman, Energy Advisory Committee

Cc: Donna Holaday, Mayor

Date: January 2013

Re: Street Light Buy-Out

As you will recall, in 2010 the City and Mayor's Energy Advisory Committee (EAC) proposed that shutting off 30% of defined street lights would amount to a significant savings for the city. This proposal was not pursued after Committee review and in response to concerns raised by the Council and residents. At that time, we recommended developing a more comprehensive management plan for the lights and hired consultant George Woodbury to help analyze the viability of purchasing all street lights, as Massachusetts General Law permits municipalities to acquire their street lights from their local utility for the net book value of the asset. More than seventy five communities have taken advantage of this legislation since 1999. Through this acquisition process, they have seen 20% to 60% percent in savings off their annual costs.

As background, Newburyport currently pays approximately \$234,990 per year to National Grid for our 1,544 distributed street lights and 127 non-distributed poles. The original purchase price that NGrid quoted in late 2011 was \$118,350. However, this initial price did not take into account system upgrades that had been performed, but were not entered into their database. A revised price of \$128,087 was given in June 2012 that included these upgrades. After receiving the revised price, we asked them to re-evaluate based on our own city wide audit since we had found discrepancies in the number and location of lights, as well as, incorrect wattages when comparing our findings to their listing. After completing this process, in addition to shutting off 9 additional lights, National Grid submitted their final acquisition cost to the City on January 10: \$117,861.47, including \$100,444.69 for the 1417 overhead lights and \$16,922.15 for the 118 underground-serviced lights.

### Insurance

The City of Newburyport has \$1 million / \$3 million general liability and \$2 million umbrella in insurance coverage. NGrid generally requires \$4 million in total coverage. However, National Grid's Insurance and Risk Group has agreed to accept our current coverage levels, saving \$3,104/year in additional insurance costs that were avoided. The City will have to pay \$582.00/year extra to include the street lights in our Statement of Values and to add National Grid as an additional insured for, both, the General Liability and Umbrella limits going forward.

### **Legal/Contract Review**

The contract to purchase has been reviewed and signed off on by Kopelman and Paige. Over 75 communities have purchased their street lights including Beverly, Swampscott, Lynn, and Winthrop.

### **Maintenance**

There are two primary options for maintaining Newburyport's street lights: 1) hire a maintenance firm or 2) perform the maintenance in-house. The major benefit of hiring a maintenance firm is that they have all of the equipment and personnel needed to carry-out, both, routine and emergency maintenance. The City would not need to locate supplies or layout capital for assets needed to perform the work. City resources would, however, be required to cover monthly fees, typically \$2.00 to \$3.00 per light, along with manpower needed to ensure that the work is being carried out as expected and that requests, both from the City and residents, are being handled expeditiously. In accordance with City ordinances, the inspector of wires would be responsible for managing such a maintenance contract.

In the initial period following the purchase, we feel that the costs and manpower needed to manage the contract would largely outweigh the benefits. As such, we recommend initially performing the maintenance in-house, on a trial basis, by the inspector of wires (i.e. electrical inspector) utilizing existing City resources and acquiring additional supplies/equipment on an as-needed basis. If, at any point, performing the work in-house becomes unmanageable or insufficient, the City would always have the option of inviting bids for a maintenance contract.

It is important to note that MGL Section 7 exempts the maintenance of street lighting in the public way from the supervision of licensed electricians; therefore any personnel with basic safety training could legally perform such maintenance. However, maintenance work performed on a contract basis by outside vendors would be subject to prevailing wage rate requirements.

### **Dedicated Underground Wired Lights**

There are 118 dedicated underground poles and lights on 32 streets in the city. The City has the option to include these lights as part of this purchase process. They will provide us with the biggest savings, but the maintenance would include the pole as well as the fixture, underground feeds, conduit and bracket replacement as needed. Some towns have decided not to purchase these dedicated lights, but on average these lights have a 40 year life span. Many of these lights are located in the newer developments such as Squires Glenn, Cherry Hill, and the Storeybrook area.

Our recommendation would be to purchase these lights since they provide the largest savings and have the least risk of failure due to infrequent accidents and longevity based on install dates. However, all of the underground lights being considered for purchase are in residential areas with low speed limits. In addition, if an automobile or truck were to crash into one, regardless of location, the City can recover costs from the driver's insurance.

Maintaining the underground wiring also does not appear to be a problem. While the city will own some of the underground wiring, by regulation National Grid will still have to replace any wire that requires it. The cost of running a wire is fixed by regulation and is currently \$126. So if a wire needs replacing, the city purchases replacement wire and pays National Grid \$126 to replace it from their grid connection to a light.

### **Property Taxes**

Subsequent to purchase, the street lighting equipment will be removed from the tax basis for the utility, which currently generates revenue for the City in the form of property taxes. Based on Newburyport's FY2013 tax rate of \$13.32, purchasing the street lights would result in a loss of \$1,570 in tax revenue. This assumption has been built into our estimated cost savings.

### Upgrading

Since there is currently no reduced tariff for LED lighting, we recommend that the City hold-off on upgrading at this point since there will be no direct cost savings. We do recommend a pilot program for LEDs and other lighting when the timing is right.

### Cost Savings

After purchasing the street lights, we expect to realize an annual savings of approximately \$85,808, or 37% of our current costs. In other words, over the next twenty years, the City will have saved nearly \$1.8 million. We feel that the magnitude of these savings far outweighs the additional risks and resources that arise from owning the equipment, making this a wise financial decision for the City. As the secondary goal of purchasing the street lights is to cut down on energy consumption, it is our hope that the City can put these savings towards more efficient lighting in the years to come.

Note: All of these lights will need to be put on separate fuses during the next ten years which can be done at the time of an upgrade or when being fixed.

	<u>Current Cost</u>	<u>Year 1</u>	<u>Years 2+</u>
<b>Rent / Maintenance<sup>(1)</sup></b>	\$143,397	\$42,366	\$42,366
<b>Power<sup>(2)</sup></b>	\$91,593	\$105,245	\$105,245
<b>Purchase Price</b>	\$0	\$117,861	\$0
<b>Property Tax Revenue<sup>(3)</sup></b>	\$(1,570)	\$0	\$0
<b>Total Cost</b>	\$233,420	\$265,473	\$147,611
<b>Net Savings</b>	<b>\$0</b>	<b>\$(32,053)</b>	<b>\$85,808</b>

(1) Future maintenance costs assume \$2.00 per light/month plus 15% contingency.

(2) Assumes that power is moved from the S-1 to S-5 Tariff following acquisition.

(3)  $\$117,861 \times \$13.32 / 1,000 = \$1,570$ .



# City of Newburyport FY 2017 BUDGET TRANSFER REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

*BT*

2017 MAY -2 PM 1:47

**Department:** Library  
**Submitted by:** Cynthia Dadd, Director      **Date Submitted:** 5/8/2017

**Transfer From:**

Account Name	LIB SAL STAFF	YTD Bal:	\$ 207,768.79
Account Number:	01610001-51156	Category:	\$ 215,350.72
Amount:	\$10,000.00	Trans I/O:	\$ -
Why are Funds Available:	<i>A surplus is anticipated in this line item at year-end due to vacant positions</i>		

**Transfer To:**

Account Name	LIB MAINT-EQUIPMENT	YTD Bal:	\$ (3,211.00)
Account Number:	01610002-52402	Category:	\$ 28,011.80
Amount:	\$10,000.00	Trans I/O:	\$ -
Why are Funds Required:	<i>The Library's HVAC required additional maintenance and repairs this year, resulting in higher than anticipated expenses in this line item.</i>		

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

\_\_\_\_\_  
  
 \_\_\_\_\_

Date: 5/2/17  
 Date: 5/2/17



# City of Newburyport

## FY 2017

### BUDGET TRANSFER REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

*bst*

2017 MAY -2 PM 1:47

**Department:** Fire Department  
**Submitted by:** Christopher LeClaire, Chief      **Date Submitted:** 5/8/2017

**Transfer From:**

Account Name	FIR FUEL/OIL VEHICLES	YTD Bal:	\$ 24,080.82
Account Number:	01220004-54801	Category:	\$ 45,263.33
Amount:	\$15,000.00	Trans I/O:	\$ -
Why are Funds Available:	<i>A surplus is anticipated in this line item at year-end.</i>		

**Transfer To:**

Account Name	FIR MAINT-VEHICLES	YTD Bal:	\$ (2,415.35)
Account Number:	01220002-52403	Category:	\$ 7,439.21
Amount:	\$15,000.00	Trans I/O:	\$ -
Why are Funds Required:	<i>Costly repairs are needed to engines 1 and 2 that are not covered by warranty. In addition, ladder 2 was taken out of service due to a piston failure, which needs repairing.</i>		

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

Date: 5/2/17  
 Date: 5/2/17

# LICENSE & PERMIT COMMITTEE ITEMS

May 30, 2017

COMM057\_05\_08\_17 LATE FILE

Suspension of Taxi Permits - Memo to Port Taxi

COMM058\_05\_08\_17 LATE FILE

Suspension of Taxi Permits - Memo to City Clerk

COMM052\_05\_08\_17

Outdoor Seating Application - Mandarava

COMM053\_05\_08\_17

Outdoor Seating Application - Dos Amigos Burritos

**ODNC011\_05\_31\_16**

Amend Transient Vendors for Cashman **(COTW)**





# CITY OF NEWBURYPORT

## POLICE DEPARTMENT

**MARK MURRAY**  
CITY MARSHAL

**4 GREEN ST**  
**NEWBURYPORT, MA**  
**01950**

TEL: 978-462-4411

FAX: 978-462-0396

To: Port Taxi  
From: Sergeant Gregory Whitney, Taxi Inspector  
Cc: City Clerk Richard Jones  
Date: May 7, 2017  
Re: Suspension of taxi permits

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Effective immediately the following taxi permits are suspended in the City of Newburyport:

Registration	VIN	Year	Make	Model
MA/TA/24209	1D4GP45R24B506418	2004	Dodge	Caravan
MA/TA/25259	1D4GP24R95B171178	2005	Dodge	Caravan
MA/TA/24201	1D4GP25R36B527463	2006	Dodge	Caravan
MA/TA/24222	1D4GP24R66B526647	2006	Dodge	Caravan
MA/TA/24210	2D4GP24RX5R149045	2005	Dodge	Caravan

If you wish to have the permits reinstated contact the City Clerk's office. The re-inspections that were scheduled for Monday, May 8, 2017 will be postponed indefinitely.



## CITY OF NEWBURYPORT

### POLICE DEPARTMENT

MARK MURRAY  
CITY MARSHAL

4 GREEN ST  
NEWBURYPORT, MA  
01950

TEL: 978-462-4411

FAX: 978-462-0396

To: City Clerk Richard Jones  
From: Sergeant Gregory Whitney, Taxi Inspector  
Date: May 7, 2017  
Re: Suspension of Port Taxi permits

In accordance with Section 15-28 of the Newburyport City Ordinances, I have suspended the following taxi permits that were issued to Port Taxi:

Registration	VIN	Year	Make	Model
MA/TA/24209	1D4GP45R24B506418	2004	Dodge	Caravan
MA/TA/25259	1D4GP24R95B171178	2005	Dodge	Caravan
MA/TA/24201	1D4GP25R36B527463	2006	Dodge	Caravan
MA/TA/24222	1D4GP24R66B526647	2006	Dodge	Caravan
MA/TA/24210	2D4GP24RX5R149045	2005	Dodge	Caravan

I served a notice of these suspensions in hand to the owner of Port Taxi, Harold Congdon on Sunday, May 7, 2017 at 1:30 am. Port Taxi still has three valid taxis permitted with the City.

The reason for these suspensions is for non-compliance with the taxi ordinances. On Friday, May 5, 2017 I conducted the annual taxi inspections. These five taxis failed the inspection for various reasons. Additionally MA/TA/24209, MA/TA/25259, and MA/TA/24210 were rejected because they weren't currently registered with the City. Port Taxi transferred the registrations from one vehicle to another without proper authorization.

Mr. Congdon was present for the inspections. After failing the inspections I explained to him that the taxis were not permitted to operate as Newburyport taxis until the safety and taxi permit issues had been corrected. I made arrangements to have the taxis re-inspected on Monday, May 8, 2017. This re-inspection was postponed indefinitely after the permits were suspended.

Initially after the inspections I did not suspend the taxi permits, rather I was allowing Port Taxi to correct the issues and provide me with proof of the corrections. However, as the two incidents detailed below demonstrate, it became



## CITY OF NEWBURYPORT

apparent that the most appropriate course of action was to suspend the five taxi permits.

On Saturday, May 6, 2017 at approximately 12:30 am I observed the taxi bearing MA/TA/25259 on State Street in the area of the Port Tavern, waiting to pick up a fare. I spoke with the operator, Anthony Sottile, and he confirmed that he was attempting to pick up a fare. I observed that the taxi did not have the rates posted (sec. 15-39), and Mr. Sottile did not have his Newburyport taxi driver's license displayed (sec. 15-43). He stated that he was picking his license up Monday. I explained to Mr. Sottile that the taxi was not permitted to operate as a Newburyport taxi, and he was not to pick up a fare.

I mailed a City Ordinance Violation to Port Taxi for not having a valid taxi permit, in violation of section 15-29, with a fine of \$250.

On Sunday, May 07, 2017 at approximately 12:25 am I observed the taxi bearing MA/TA/24222 pick up a fare in front of the Thirsty Whale on State Street. I stopped the taxi on Middle Street. This taxi failed the safety inspection due to the tires. The right front tire had virtually no tread left on it. The taxi also did not have a front plate attached (sec. 15-44). These issues were not corrected. I spoke with the operator, Joseph Marciszka, who did not have his Newburyport taxi driver's license displayed (sec. 15-43). He also stated that he was picking it up on Monday. I explained to him that the taxi was not currently permitted to operate as a Newburyport taxi. Due to the safety issue with the front tires, I had the vehicle towed from the scene.

I mailed a second City Ordinance Violation to Port Taxi for not having a valid taxi permit, in violation of section 15-29, with a fine of \$250. I also issued Mr. Congdon a traffic citation for violation of MGL Ch. 90 s. 7Q for the tire tread.

I am requesting that this information be forwarded to the City Council for their review. I also recommend that the City Council revoke the permits issued to Port Taxi to conduct business in the City of Newburyport.

INFO FROM POINT TAXI IN RESPONSE  
to SUSPENSION - May 8, 2017

✓  
OK

Vehicles  
denied

↑  
↑  
↑

#	PLATE #	YEAR	MAKE	MODEL	VIN #	COLOR	EXPIRE DATE
1	TA509C	2001	DODGE	CARAVAN	1B4GP25321B166905	WHITE VAN	Nov-17
2	TA24209	2004	DODGE	CARAVAN	1D4GP24303B506418	WHITE VAN	Nov-17
3	TA24210	2002	DODGE	CARAVAN	2B4GP44332R749385	WHITE VAN	Nov-17
4	TA24225	2005	DODGE	CARAVAN	1D4GP24R95B172492	WHITE VAN	Nov-17
5	TA24222	2006	DODGE	CARAVAN	1D4GP24R66B526647	WHITE VAN	Nov-17
6	TA25259	2003	DODGE	CARAVAN	1D4GP25R43B316400	WHITE VAN	Nov-17
7	TA24201	2006	DODGE	CARAVAN	1D4GP25R36B527463	WHITE VAN	Nov-17
8	TA24208	2007	DODGE	CARAVAN	1D4GP24R87B195068	WHITE VAN	Nov-17

Green  
GRAY  
Green

Form RMV TAXI May 8, 2011



# CERTIFICATE OF REGISTRATION

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

RMV Division

PLATE TYPE <b>TAN</b>	REGISTRATION NUMBER <b>TA24209</b>	REGISTRATION TYPE <b>TAXI</b>	EFFECTIVE DATE <b>12/01/16</b>	EXPIRES LAST DAY OF →	MONTH <b>11</b>	YEAR <b>17</b>	TRANSACTION NUMBER <b>02632101292430</b>
MO <b>04</b>	MAKE <b>DODG</b>	MODEL <b>CARAVA</b>	BODY STYLE/TYPE <b>VAN</b>	COLOR <b>GREEN</b>	Not valid without official signature of Registrar		IF VEHICLE CARRYING PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED.
VEHICLE IDENTIFICATION NUMBER <b>1D4GP45R24B506418</b>		INSURANCE COMPANY <b>NEW HAMPSHIRE INS</b>		TITLE NUMBER <b>BR649719</b>	REGISTRAR <i>Chas C. Dewney</i>		TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER.
RESIDENTIAL ADDRESS (IF DIFFERENT)							
NAME(S) OF OWNER(S) AND MAILING ADDRESS  000677 *****AUTO**3-DIGIT 018 PORT TAXI INC 52 ELM ST SALISBURY MA 01952-1933					FEES		
					REGISTRATION 60.00		
					TITLE 0.00		
					SPECIAL PLATES 0.00		
					SALES TAX 0.00		
					TOTAL 60.00		

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION**  
**REGISTRY OF MOTOR VEHICLES DIVISION**  
The records of the RMV database constitute the official status of the vehicle registration.

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

### Important Information for Vehicle Owners

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

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

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

BE FIRST IN LINE BY GOING ONLINE AT [WWW.MASSRMV.COM](http://WWW.MASSRMV.COM)

Schedule a Road Test	Request a Duplicate Title	<p style="font-weight: bold; font-size: 1.1em;">NEED TO VISIT AN RMV OFFICE?</p> <p style="font-weight: bold; font-size: 1.1em;">SAVE TIME</p> <p style="font-weight: bold; font-size: 1.1em;">Complete Your Application Online!</p>
Renew Your Driver's License	Request a Duplicate Registration	
Renew Your Registration	Change Your Address	
Pay Citations/Court Hearing Fee	Cancel My Plate/Registration	
Replace Your Driver's License	Order a Special Plate	

VISIT OUR WEBSITE FOR A FULL LIST OF AVAILABLE TRANSACTIONS



# CERTIFICATE OF REGISTRATION

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

RMV Division

From Post Taxp  
May 8, 2017

PLATE TYPE TAN	REGISTRATION NUMBER TA24210	REGISTRATION TYPE TAXI	EFFECTIVE DATE 12/01/16	EXPIRES LAST DAY OF →	MONTH 11	YEAR 17	TRANSACTION NUMBER 02632101292448
MODEL YEAR 02	MAKE DODG	MODEL CARAVA	BODY STYLE/TYPE VAN	COLOR GRAY	Not valid without official signature of Registrar		IF VEHICLE CARRYING PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED.
VEHICLE IDENTIFICATION NUMBER 2B4GP44332R749385		INSURANCE COMPANY NEW HAMPSHIRE INS		TITLE NUMBER BR264938	REGISTRAR <i>Chris C. Dewney</i>		TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER.
RESIDENTIAL ADDRESS (IF DIFFERENT)							
NAME(S) OF OWNER(S) AND MAILING ADDRESS 000676 *****AUTO**3-DIGIT 018 PORT TAXI INC 52 ELM ST SALISBURY MA 01952-1933					FEES REGISTRATION 60.00 TITLE 0.00 SPECIAL PLATES 0.00 SALES TAX 0.00 TOTAL 60.00		
<b>MASSACHUSETTS DEPARTMENT OF TRANSPORTATION</b> <b>REGISTRY OF MOTOR VEHICLES DIVISION</b> The records of the RMV database constitute the official status of the vehicle registration.							

#3

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

### Important Information for Vehicle Owners

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: [www.massrmv.com](http://www.massrmv.com) or by mail to: RMV, P.O. Box 55889, Boston, MA 02205-5889. Once you have reported the address change to the RMV, please write corrected address in box provided above.
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  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the *Bill of Sale*, *Title*, and completed *Reassignment of Title* for your records to document the transfer.
  - You move to another state and you register the vehicle in that state.
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Schedule a Road Test	Request a Duplicate Title	<b>NEED TO VISIT AN RMV OFFICE?</b>  <b>SAVE TIME</b> <b>Complete Your</b> <b>Application Online!</b>
Renew Your Driver's License	Request a Duplicate Registration	
Renew Your Registration	Change Your Address	
Pay Citations/Court Hearing Fee	Cancel My Plate/Registration	
Replace Your Driver's License	Order a Special Plate	

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From Poor Taxi May 8



# CERTIFICATE OF REGISTRATION

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

**RMV Division**

TYPE AN	REGISTRATION NUMBER TA25259	REGISTRATION TYPE TAXI	EFFECTIVE DATE 12/01/16	EXPIRES LAST DAY OF 11 17	TRANSACTION NUMBER 02632101292549
ICD 2C	MAKE DODG	MODEL CARAVA	BODY STYLE/TYPE VAN	COLOR WHITE	Not valid without official signature of Registrar <i>Chris C. Durney</i>
VEHICLE IDENTIFICATION NUMBER D4GP25R43B316400		INSURANCE COMPANY NEW HAMPSHIRE INS	TITLE NUMBER BQ573934	REGISTRAR	IF VEHICLE CARRYING PASSENGERS FOR HIRE, MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED.
RESIDENTIAL ADDRESS (IF DIFFERENT)					TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER
(SI) OF OWNER(S) AND MAILING ADDRESS  000679 *****AUTO**3-DIGIT 018 PORT TAXI INC 52 ELM ST SALISBURY MA 01952-1933					FEES REGISTRATION 60.00 TITLE 0.00 SPECIAL PLATES 0.00 SALES TAX 0.00 TOTAL 60.00

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION  
REGISTRY OF MOTOR VEHICLES DIVISION**

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ADDITIONAL MESSAGE IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.

CHANGE OF ADDRESS

STREET ADDRESS \_\_\_\_\_

\_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

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- |                                 |                                  |
|---------------------------------|----------------------------------|
| Schedule a Road Test            | Request a Duplicate Title        |
| Renew Your Driver's License     | Request a Duplicate Registration |
| Renew Your Registration         | Change Your Address              |
| Pay Citations/Court Hearing Fee | Cancel My Plate/Registration     |
| Replace Your Driver's License   | Order a Special Plate            |

**NEED TO VISIT AN RMV OFFICE?**

**SAVE TIME  
Complete Your  
Application Online!**

VISIT OUR WEBSITE FOR A FULL LIST OF AVAILABLE TRANSACTIONS

1st



NEW FILING   
RENEW

# City of Newburyport

## Application

### Food Establishment Outdoor Seating on Public Property

Date: May 1, 2017

Name of Business Owner: Eleanor Vyn

Name of Property Owner: Newburyport Holdings / New England Development

Business Name: Mandarava

Business Address: 46 In Street Business Phone: 978 465 7300

Number of Tables Requested: 2 big Dimensions: 4 1/2 x 1 1/2 ft Material: wood + metal

Number of <sup>BENCHES</sup> Chairs Requested: 2 big Dimensions: 5 x 1 1/2 ft Material: wood + metal

Applicant requests approval of outdoor seating for the sole purpose of food consumption.

Applicant requests approval of outdoor seating for food and alcohol consumption.

**\*Please note propane is not allowed unless approved by the Fire Department\***

### Application Requirements

Please submit the following documents with the completed application to:

**City Clerk's Office  
Newburyport City Hall  
PO Box 550  
60 Pleasant Street  
Newburyport, MA 01950**

- 1) Applicants must provide evidence of liability insurance to the City Clerk with minimum coverage in the amount of one million dollars, naming the City of Newburyport as co-insured. This insurance coverage must be in force for the duration of the approved period.

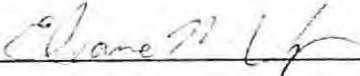


Application - Food Establishment Outdoor Seating on Public Property

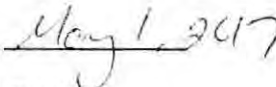
- 2) 8 1/2 x 11 sketch of outdoor seating detailing: a) measurements of tables and chairs; b) total width of sidewalk; and c) distance between proposed seating and sidewalk
- 3) Obstacles such as streetlights, signs, trees, benches, and garbage barrels.
- 4) Applicants seeking approval of outdoor seating for food and alcohol consumption must also submit:
- 5) Written and dated approval of the Newburyport License Commission for the outdoor service of alcohol, including the information and sketch used for the basis of the License Commission approval.
- 6) 8 1/2 x 11 sketch of outdoor seating cited above must also include a depiction and information on the placement, dimensions, and materials used to create a demarcated area for the service of alcohol.

**RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY**

I, the undersigned Applicant or Duly Authorized Agent, hereby agree to RELEASE, DISCHARGE, and HOLD HARMLESS, the City of Newburyport, a municipal corporation of the Commonwealth of Massachusetts, and its officers, employees, agents, and servants from all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation associated with the undersigned's use of the public way as described herein.

  
\_\_\_\_\_

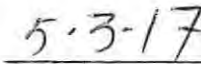
Signature of Business Owner

  
\_\_\_\_\_

DATE

  
\_\_\_\_\_

Signature of ADA Coordinator

  
\_\_\_\_\_

DATE

Playground

Much Trees/Landscaping

1m Street Pedestrian Road

Paul's Drive

Lamp Post



6 1/2 ft

6ft

EGRESS

6ft

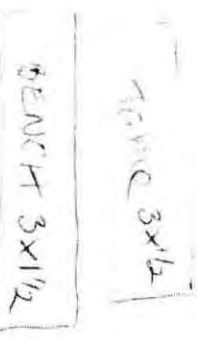
Almond Avenue

Shoe Cart

7ft

EGRESS

7ft



13ft  
pedestrian clearance

Cobblestone  
Patio

1m Steel  
Barker





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**05/03/2017**

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

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

<b>PRODUCER</b> John J Walsh Ins Agency, Inc P O Box 4407 Salem, MA 01970-6407 David C Bruett	<b>CONTACT NAME:</b> David C Bruett		
	<b>PHONE (A/C, No, Ext):</b> 978-745-3300	<b>FAX (A/C, No):</b> 978-745-9557	
	<b>E-MAIL ADDRESS:</b> dbruett@walshinsurance.com		
<b>INSURED</b> <b>Mandarava, LLC</b> <b>Elie Vyn</b> <b>2 Main Drive</b> <b>Wenham, MA 01984</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: <b>The Hartford</b>		
	INSURER 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>X</b>	<b>GENERAL LIABILITY</b>					EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<b>08SBANX2341</b>	<b>04/12/2017</b>	<b>04/12/2018</b>	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		<b>08SBANX2341</b>	<b>04/12/2017</b>	<b>04/12/2018</b>	MED EXP (Any one person) \$ <b>10,000</b>
	<input checked="" type="checkbox"/> <b>Liquor Liability</b>					PERSONAL & ADV INJURY \$ <b>1,000,000</b>
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ <b>2,000,000</b>
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<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>					EACH OCCURRENCE \$
<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	OCCUR			AGGREGATE \$
<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$			\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<b>08WECEI3122</b>	<b>02/20/2017</b>	<b>02/20/2018</b>	E.L. EACH ACCIDENT \$ <b>500,000</b>
		<input type="checkbox"/> N/A				E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
						E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Newburyport is listed as additional insured

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Newburyport City Hall 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 <b>David C Bruett</b>

## Cassandra G. Green

---

**From:** Mary Vyn <maryvyn@gmail.com>  
**Sent:** Tuesday, May 02, 2017 3:00 PM  
**To:** Cassandra G. Green  
**Subject:** Fwd: Outdoor Seating app  
**Attachments:** Text 33.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Yellow Category

Cassandra,  
Thanks for your time with my questions today.  
Attached please find our application, sketch and certificate of insurance.

Note:  
The certificate mentions liquor liability because it is included in our policy but we will not serve alcohol outside.  
Anytime we have alcohol available for purchase there will always be signs on the doors inside saying 'NO ALCOHOL BEYOND THIS POINT'.  
For your information, we are in the process of becoming licensed and recently used a one day license provided by the city of Newburyport.

Have a great rest of day.  
Mary

--  
Mary Vyn

Joyful Kitchen Diary  
Mandarava Juice Bar & Organic Kitchen  
Gathered Table Events

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

NEW FILING  *Lot*  
RENEW   
*NO Filing in 2016*  
*RBJ*

2017 APR 26 PM 12:03



# City of Newburyport

Application  
Food Establishment Outdoor Seating on Public Property

Date: 4/27/17

Name of Business Owner: Joel Harris

Name of Property Owner: Newburyport Development

Business Name: Das Amigos Burritos

Business Address: 24 Pleasant St Business Phone: (978) 255-7326

Number of Tables Requested: 3 Dimensions: 23.5" round Material: Aluminum

Number of Chairs Requested: 6 Dimensions: 22w x 21h x 24D Material: Aluminum

Applicant requests approval of outdoor seating for the sole purpose of food consumption.

Applicant requests approval of outdoor seating for food *and* alcohol consumption.

**\*Please note propane is not allowed unless approved by the Fire Department\***

### Application Requirements

Please submit the following documents with the completed application to:

**City Clerk's Office  
Newburyport City Hall  
PO Box 550  
60 Pleasant Street  
Newburyport, MA 01950**

- 1) Applicants must provide evidence of liability insurance to the City Clerk with minimum coverage in the amount of one million dollars, naming the City of Newburyport as co-insured. This insurance coverage must be in force for the duration of the approved period.

Application - Food Establishment Outdoor Seating on Public Property

- 2) 8 1/2 x 11 sketch of outdoor seating detailing: a) measurements of tables and chairs; b) total width of sidewalk; and c) distance between proposed seating and sidewalk
- 3) Obstacles such as streetlights, signs, trees, benches, and garbage barrels.
- 4) Applicants seeking approval of outdoor seating for food and alcohol consumption must also submit:
- 5) Written and dated approval of the Newburyport License Commission for the outdoor service of alcohol, including the information and sketch used for the basis of the License Commission approval.
- 6) 8 1/2 x 11 sketch of outdoor seating cited above must also include a depiction and information on the placement, dimensions, and materials used to create a demarcated area for the service of alcohol.

**RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY**

I, the undersigned Applicant or Duly Authorized Agent, hereby agree to RELEASE, DISCHARGE, and HOLD HARMLESS, the City of Newburyport, a municipal corporation of the Commonwealth of Massachusetts, and its officers, employees, agents, and servants from all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation associated with the undersigned's use of the public way as described herein.

  
\_\_\_\_\_  
Signature of Business Owner

4/24/17  
DATE

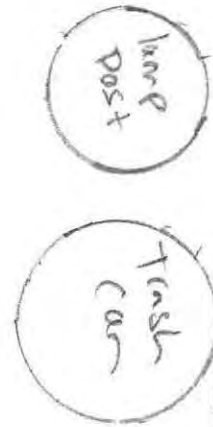
  
\_\_\_\_\_  
Signature of ADA Coordinator

5-3-17  
DATE

2017

Pleasant

St



10' 9" side walk

was Arregos Burritos

Chair 17"

Table 24"

Chair 17"

Chair 17"

Table 24"

Chair 17"

Chair 17"

Table 24"

Chair 17"



# EVIDENCE OF PROPERTY INSURANCE

*Nancy*  
NPOULIN

DATE (MM/DD/YYYY)  
04/25/2017

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

AGENCY Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	PHONE (A/C, No, Ext): (603) 622-2855	COMPANY AmGuard Ins co
FAX (A/C, No): (603) 622-2854	E-MAIL ADDRESS: info@clarkinsurance.com	
CODE: AGENCY CUSTOMER ID #: DOSAMIG-02	SUB CODE:	
INSURED Dos Amigos Burittos LLC 1 Middle St, Ste 1 Portsmouth, NH 03801	LOAN NUMBER	POLICY NUMBER DOBP774927
	EFFECTIVE DATE 06/23/2016	EXPIRATION DATE 06/23/2017
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

## PROPERTY INFORMATION

LOCATION/DESCRIPTION Loc # 1, Bldg # 1, 24 Pleasant St, Newburyport, MA 01950
--

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 EVIDENCE OF PROPERTY INSURANCE 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.

## COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Aggregate Limit				\$2,000,000	
Products & completed operations Limit				\$2,000,000	
BI and PD occurrence Limit				\$1,000,000	
Personal & advertising injury Limit				\$1,000,000	
Medical expense (per person) Limit				\$5,000	
Liquor liability general aggregate Limit				\$1,000,000	
Loc # 1, Bldg # 1 Personal Property				\$89,000	1,000

## REMARKS (Including Special Conditions)

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## CANCELLATION

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

## ADDITIONAL INTEREST

NAME AND ADDRESS  City of Newburyport PO Box 550 Newburyport, MA 01950	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>Margie Ruth</i>			



Amendments proposed to Cmte. on Licenses & Permits, on June 23, July 9, 2016, – Amended by JHD 2/20/17 and 3/8/17 – Changes from committee 3/28/17 typed in by JJE 4/8/17 and 4/10/17 changes by JHD.

## **AN ORDINANCE REGARDING TRANSIENT VENDORS, HAWKERS, AND PEDDLERS**

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

**Chapter 9** Streets, Sidewalks and Other Public Places  
**Article 7** Transient Vendors, Hawkers, and Peddlers  
**Division 1** Transient Vendors

Sections 9-111 through 9-155 of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended to read as follows, with deletions ~~single stricken through~~, and additions single-underlined:

### **Sec. 9-111. - Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Food Truck shall mean a walk-on, parked vehicle where food is cooked, prepared, and served in individual portions. A food truck licensed under this division shall be no larger than 30 feet by 8 feet.

Parked vehicle shall mean a vehicle that remains stationary for fifteen (15) minutes at a time. Vendors doing business in, from, or by means of any other vehicle, such as a hawker or peddler that sells frozen desserts from a vehicle stopped for up to fifteen (15) minutes at a time, shall be subject to division 2 (Hawkers and Peddlers).

Registered Party shall mean a party that no later than the last day of February has requested in writing from the city clerk notice of transient vendor license applications for that calendar year, and paid an annual notice processing fee of ten dollars (\$10).

Temporary or transient business shall mean any exhibition and sale of goods, food and non-alcoholic beverages, wares, or merchandise which-that is carried on in, from, or by means of any

parked vehicle, including food trucks, or tent, booth, or other temporary structure on the public way, or at any other real property owned or in the possession or control of the city, including, without limitation, all city parks and playgrounds.

*Transient vendor* shall mean any person, either principal or agent, who engages in a temporary or transient business in the commonwealth selling goods, including food and non-alcoholic beverages, wares, or merchandise.

#### **Sec. 9-112. - License required.**

It shall be unlawful for any transient vendor to sell, attempt to sell, or exhibit any food, beverage, goods, wares, or merchandise without first applying for and obtaining a license from the license commission.

In the event that such license would allow transient vending at real property (1) under the jurisdiction of the harbor commission, the parks commission, the water and sewer commission, or the trustees of the waterfront trust, or (2) on any portion of a public way, or at any other real property owned or otherwise under the jurisdiction of the city, that physically adjoins such real property, then the applicant shall be required to obtain sign-offs from the commission, agency or department with such jurisdiction prior to submitting the application to the city clerk as required hereunder.

Issuance of a license pursuant to this section 9-112 shall be in addition to any other requirement of this code, including, without limitation, any requirement to obtain a license or permit from the board of health and its health department under the auspices of its director or his or her designee, or from the parks commission for commercial activities in a city park or playground.

#### **Sec. 9-113. - Granting license after notice and public hearing.**

- (a) The license commission shall not issue more than ~~three (3)~~ full-season transient vendor licenses per year ~~ten (10)~~ full-season transient vendor licenses, and an additional three (3) transient vendor licenses for Food Trucks, hereinafter "Food Truck Licenses", or their equivalent in cumulative duration, per year, citywide, subject to the locational and other restrictions numerical limits of Section 9-114. Where a license is to be reissued after its abandonment, surrender, or revocation, the license commission shall act upon an application within thirty (30) days after having received it. Otherwise, the license commission shall issue any approved licenses for a given year by March 31 for any license not issued to a Food Truck, and by December 31 of the preceding year, for a Food Truck License, in all cases based upon applications received no later than required under section 9-133, below.
- (b) In addition to ~~three (3)~~ten (10) full-season transient vendor licenses, and three (3) Food Truck Licenses, or their equivalent in cumulative duration, available annually, the city council may grant special licenses to charitable and nonprofit organizations under such conditions as the city council may deem appropriate, subject to its rules.

- (c) The license commission shall not grant any license under this division without first holding a public hearing on the matter, for which notice shall be provided no later than ten (10) calendar days before the date of the public hearing, as follows:
- (1) All required notices shall contain the name of the applicant, the date, time and place of the public hearing, and the location and nature of the proposed business.
  - (2) The city clerk shall cause notice to be published in a newspaper of general circulation in Newburyport.
  - (3) The city clerk shall cause notice to be posted on the city's website.
  - (4) At its sole cost, the Applicant shall cause notice to be sent by first-class mail to the owners and tenants of all real property located within three hundred feet (300) feet of the location of the proposed business, as they appear on the most recent applicable tax list, based on a list obtained from the Assessor's Office, within three (3) days of the publication of the notice, and shall provide proof to the License Commission in the form of a signed attestation by the applicant, copies of such mailings and the list of addresses from the Assessor's Office.
  - (5) The city clerk shall give notice by first-class mail to each Registered Party not already receiving notice under subsection (c)(4), above.

**Sec. 9-114. - Restricted areas.**

Approved transient vendors may operate only on Inn Street pursuant to license commission regulations. This provision does not apply to licensees holding a valid license on December 31, 2010 at the specific locations identified in the application approved by the license commission and subject to the other restrictions of this section 9-114 and license commission regulations:

- (a) No more than a total of two (2) full-season licenses, or their equivalent in cumulative duration, at Inn Street, Inn Street Playground (Map 004-Lot 002), and Inn Street Mall (Map 004-Lot 030 [portion]), provided that no such license shall allow vending in, from, or by means of a parked vehicle or Food Truck; and
- (b) No more than eight (8) full-season licenses, or their equivalent in cumulative duration, at locations outside of the Downtown Overlay District, established under section XXVIII of the zoning ordinance.
- (c) None of the three (3) Food Trucks Licenses authorized under section 9-113 shall be granted within the Downtown Overlay District, established under section XXVIII of the zoning ordinance.
- (d) In no event shall the total number of full-season licenses, or their equivalent in cumulative duration, issued by the license commission exceed the citywide limit specified in this section 9-114.

**Secs. 9-115—9-130. - Reserved.**

**Sec. 9-131. - Fees.**

An applicant for a full season transient vendor's license in the restricted area as described in section 9-114 shall pay an annual license fee of six hundred dollars (\$600.00) for the season defined in subsection 9-135(d). A successful applicant for a full transient vendor's license, excluding a Food Truck License, in the restricted areas as described in section 9-114 shall pay an annual license fee of one-thousand (\$1,000) dollars for the season defined in subsection 9-135(d), which amount shall be prorated for partial seasons. A successful applicant for a Food Truck License shall pay an annual license fee of Two Thousand Five-Hundred (\$2,500.00) Dollars for the year, as further defined in subsection 9-135(d). Such annual license fees shall be in addition to any application processing fee required under section 9-133. The city council need not require an annual license fee for special licenses to charitable or nonprofit organizations.

All fees and fines collected under this division shall be used for the maintenance, repair and/or replacement of sidewalks within the city of Newburyport.

**Sec. 9-132. - Insurance.**

No license shall be issued under this section division, whether by the license commission or the city council, unless the applicant furnishes proof to the city clerk of a public liability bond or insurance policy in an amount not less than one million dollars (\$1,000,000.00) for property damage and injuries, including injuries resulting in death, caused by the operation of the transient vendor business, which bond or policy shall name the city as additional insured. In addition, no license shall be issued under this division, whether by the license commission or the city council, for transient vending in, from, or by means of a parked vehicle or a Food Truck unless the applicant furnishes proof to the city clerk of a general comprehensive liability policy in an amount not less than two million dollars (\$2,000,000.00) combined single limit coverage, issued by an insurer licensed to do business in the Commonwealth of Massachusetts and that names the city as an additional insured.

**Sec. 9-133. - Application.**

The application for a transient vendor license under this division shall contain all information necessary and relevant to determine whether a particular license may be issued. Such application shall be obtained from and shall be on a form prescribed by the city clerk's office. Applications for licenses to be issued for use between April 1 and December 31 must be received by the city clerk's office between the 45<sup>th</sup> and 15<sup>th</sup> day preceding the regularly scheduled March meeting of the License Commission of the year of intended use. Applications for Food Truck Licenses shall be filed between October 15 and November 15 of the preceding year of intended use. Where a license becomes available during the period of issuance due to its abandonment, surrender, or revocation, the city clerk shall give notice of the availability of such license by publication in a newspaper of general circulation in Newburyport, posting on the city's website, and first-class mail to Registered Parties. An application to assume part or all of the unexpired term of such

abandoned, surrendered, or revoked license, may be received at the city clerk's office at any time thereafter, and the license commission may conduct a public hearing on such application without awaiting other applications. All applications for a transient vendor license under this divisionSuch applications shall include, but not be limited to, the following:

- (1) An application processing fee in the amount of fifty (\$50) dollars, plus one dollar (\$1) for each Registered Party required to receive notice pursuant to subsection 9-113(c)(5), above.
- (2) Proof that the applicant has complied with all applicable Massachusetts general laws, including but not limited to M.G.L.A. c. 101, §§ 1—12A.
- (3) Proof of the identity and business address of the applicant, and any other proof of identification which any state or federal agency may require the city to obtain.
- (4) A brief description of the nature, character, and quality of the food, beverages, wares, goods, or merchandise to be sold or exhibited. Any transient vendor selling food and beverages must include a copy of the proposed menu of items to be served.
- (5) A description of the length of time during which it is proposed the business shall be conducted.
- (6) Days of the week and hours of operation.
- (7) The location where the transient vending business is proposed to be conducted.
- (8) Any other factors information relating to the application or applicant which the license commission may deem relevant in determining whether approval of such license is consistent with the best interests of the city, and required by license commission regulations or city council rules, as the case may be.
- (9) The license commission shall act on completed applications within thirty (30) days of receipt of such applications by the city clerk's office. The license commission or the city council, as the case may be, shall approve a license application only upon a written finding that the license shall be in the best interest of the city and serve the public need, taking into account existing establishments serving the general public in the vicinity of the licensed location.

#### **Sec. 9-134. - Renewals.**

Application for renewal of a license issued under this section shall be received by the clerk's office between February first and the last day in February. Applications received after the last day in February shall be processed as new applications. The license commission and the city council shall review each application for renewal to determine that in the same manner, and upon the same footing, as a new application:

- (1) ~~The applicant is in full compliance with the provisions of this chapter 9 and any license commission rules and regulations.~~
- (2) ~~The applicant has a currently effective insurance policy in the minimum amount provided for in subsection 9-132.~~
- (3) ~~The application has been completed in full, including submission of an annual license fee. If the license commission finds that the application meets the above requirements, the license commission shall issue a renewed permit.~~

**Sec. 9-135. - General restrictions.**

- (a) Tents, booths, and any other temporary structures in, from, or by means of which, business is conducted~~Vendor stands~~ shall not exceed six (6) feet in length, four (4) feet in width, or eight (8) feet in height. The foregoing dimensional limitations shall not apply to parked vehicles, whose dimensions, other than Food Trucks, the licensing commission or the city council shall review and approve on a case-by-case basis, pursuant to any applicable regulations promulgated by the license commission.
- (b) ~~Vendor stands activity~~ shall not impede access to the entrance of any adjacent building or driveway.
- (c) Vendors shall be licensed to engage in business only no earlier than 8:00 a.m. and no later than 9:00 p.m. on any licensed day. Parked vehicles, tenants, booths, and any other temporary structures in, from, or by means of, which business is conducted, shall either be removed or secured in place no later than their licensed closing time each licensed day, and continuing until their licensed opening time on the next licensed day of operation.
- (d) All licenses, other than food truck licenses, granted under this section ~~and~~ division shall be valid for ~~the~~ a period commencing no earlier than April first and terminating no later than the last day in December in the year in which the license is issued.
- (e) No vendor shall conduct business within twenty-five (25) feet of any handicapped parking space or access ramp
- (f) All trash or debris accumulating within twelve (12) feet of any vending ~~stand~~ location and resulting from the activity thereof shall be collected and removed by the vendor.
- (g) Vendors shall ensure that staff is actually present during all their licensed hours of operation.
- (h) Vendors shall post an accurate price list or menu for any food, beverage, goods, wares, or merchandise offered for sale.

- (i) In any calendar year, no vendor shall hold more than one (1) transient vendor license, exclusive of Food Truck Licenses, or its equivalent in cumulative duration, without regard to any special licenses granted to charitable and nonprofit organizations by the city council.

**Sec. 9-136. - License display.**

- (a) Transient vendor licenses issued under this section and M.G.L.A. c. 101, § 5, and pursuant to M.G.L.A. c. 101, § 3, shall be displayed at the site of the transient business during business hours of operation.
- (b) Licenses shall be used by the individual to whom they were granted and are not transferable to any other person or business.
- (c) Failure to display a license granted under this section shall result in the same penalty as if the licensee has no license.

**Sec. 9-137. - Suspension or revocation of license.**

- (a) Any license issued under this division may be suspended or ~~removed~~revoked by the License Commission, after notice and a public hearing, for any of the following reasons:
- (1) Fraud or misrepresentation in the application for the license;
- (2) Fraud or misrepresentation in the course of conducting the business of vending;  
and/or
- (3) Violation of any of the terms of the license;
- (4) Violation of any of the terms of this division; and/or
- ~~(4)~~(5) Conducting the business of vending in such a manner as to create a public nuisance or constitute a danger to the public health, safety, or welfare.
- (b) Upon suspension or revocation, the city clerk shall deliver written notice to the licensee stating the action taken and the reasons supporting such action. The written notice shall be delivered to the licensee's place of business or mailed to the licensee's last known address.

**Sec. 9-138. - Appeals.**

Applicants~~Persons~~ who are denied licenses under this ~~section~~division, or licensees whose licenses have been suspended or revoked by the License Commission under this division, may appeal to the superior court for relief~~city clerk may appeal by filing a written notice of appeal with the license commission.~~ The appeal must be filed within ten (10) after receipt of the notice-

~~of denial, suspension, or revocation. The license commission shall hear and determine the appeal and the decision of the commission shall be final.~~

**Sec. 9-139. - Penalties.**

Any person who violates any provision of this division shall be fined three hundred dollars (\$300.00). Each day, or portion of a day, that any violation is allowed to continue shall constitute a separate offense.

**Sec s. 9-140—9-155. - Reserved.**

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

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



## PLANNING & DEVELOPMENT COMMITTEE ITEMS

MAY 30, 2017

- COMM091\_10\_11\_16 Ltr to Council from J. Sweet on ZBA
- COMM035\_03\_28\_17 Rules of Professional Conduct Rule 3.9
- COMM038\_03\_28\_17 Lower Custom House Way

P+D

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2016 OCT -4 P 2:53

Jennifer Sweet, P.E., LSP  
10 Chain Bridge Drive  
Newburyport, MA 01950

29 September 2016

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

Ladies and Gentlemen:

I attended the Zoning Board of Appeals (ZBA) meeting on the evening of 27 September 2016. I was attending as an abutter for one of the proposed projects at 2-6 Elmira Avenue for which a variance application was filed. I also listened to two other applicants that were on the agenda for projects on properties located at 14 North Atkinson Street and 15-19 Williamson Avenue. All three of these projects are located in the R-2 Zoning District within the north end. I feel the need to express my concerns with the apparent disregard for the Zoning Ordinance and Zoning Board of Appeals regulations by the ZBA.

There were several residents in attendance at the meeting that raised concerns about subdivision of properties and construction of homes with significant dimensional variances from the Zoning Ordinance. They also raised concerns about how approval of recent variances have set precedent for on-going and continuing development in the City and in particular within the north end which is designated as an R-2 district.

The zoning districts and dimensional controls for each district are established by the "Zoning Ordinance of the City of Newburyport, Massachusetts" under the "Code of Ordinances, City of Newburyport, Massachusetts" authority granted by M.G.L.A. c. 40A.

Section I-C of the Zoning Ordinance states the following:

*"The purpose and intent of this ordinance is to:*

- 1. Promote the health, safety, convenience and general welfare of the inhabitants of the City of Newburyport,*
- 2. To conserve the value of property, with due consideration for the character of the zones and their peculiar suitability for particular uses,*
- 3. To lessen congestion in the streets,*
- 4. To secure safety from fire, flood, panic, and other dangers,*
- 5. To provide adequate light and air,*

*6. To prevent overcrowding of land and to avoid undue concentration of population by regulating the height, number of stories and size of buildings and other structures, the percentage of the area of the lot that may be occupied, the size of the yards, courts, and other open spaces,*

*7. To control the density of population by regulating the location and use of buildings, structures and land for trade, industry, residence or other purposes; and the height, size and location of these uses within the limits of the City of Newburyport."*

Section X-H, Board of Appeals, allows the appointed Board members the right to hear and decide appeals as well as to grant a variance *"where the zoning board of appeals finds that, owing to circumstances relating to the soil conditions, shape, or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located, a literal enforcement of the provisions of this ordinance would involve substantial hardship, financial or otherwise, to the petitioner or appellant, and that desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of this ordinance."*

However, paragraph 6.C. also states that *"The power to vary the application of this zoning ordinance must be sparingly exercised and only in rare instances and under exceptional circumstances peculiar in their nature, and with due regard to the main purpose of this zoning ordinance to preserve the property rights of others."* Additionally, paragraph 6.E. provides several following factors that shall not be construed as eligible for consideration as hardship cases, one of which states *"The applicant with or without knowledge of the provisions of this chapter has acquired the site subsequent to the effective date of this chapter"*.

What I observed during attendance at the 27 September 2016 ZBA meeting was the Board's apparent disregard to both the purpose and intent of the Zoning Ordinance as well as specific requirements of granting variances. In regards to the 2-6 Elmira application, the owner purchased the property in 2013 which as noted above excludes them for consideration of a hardship condition. In at least 2 of the cases that I listened to, hardship cases were argued based on the shape of the lot. These lots were already developed with residential structures. The applicants were simply looking to subdivide the lots to construct additional residential structures solely for financial benefit. The fact that a lot is not perfectly rectangular is not a hardship in the spirit and intent of the Zoning Ordinance. It was apparent that this argument for hardship based on lot shape has become a frequently used "loophole" through the zoning regulations. In dialogue with the ZBA, there appeared to be no consideration to how these variances would affect the zoning district, the public good, preserve property rights of others, increase density and overcrowding of land, or derogate from the intent or purpose of the ordinance.

Even more concerning was how the ZBA responded to concerned residents in these cases. Some residents asked why we have zoning regulations if they are not upheld and expressed concern that

the R-2 district dimensional controls were not being complied with. In summary, the ZBA responded that the ordinance is outdated, that these applications are a result of "supply and demand" because the south end and downtown areas are out of space, and to expect to continue to see this kind of denser development to occur in the north end. When asked again about zoning regulations and processes, they explained how the City has been considering changes to the Zoning Ordinance but haven't gotten around to it, that there are a lot of non-conformities in town, and if attendees take issue with the zoning laws that they should talk to their City Councilors.

I don't believe that anyone in attendance, including myself, "takes issue" with the existing R-2 zoning requirements. What we take issue with is the fact that the ZBA seemingly continues to disregard these zoning laws and grant variances in violation with hardship requirements and the intent of the Zoning Ordinance. It is the ZBA's responsibility to ensure that the dimensional controls and requirements under the current Zoning Ordinance are upheld and all regulations are complied with and to grant variances only in rare and exceptional circumstances. A property owner and/or developer simply looking to subdivide lot(s) and construct additional residential structures for sole financial benefit is not a rare and exceptional circumstance. Until changes to the Zoning Ordinance are made and adopted through legislation, the ZBA is required to review appeals as they relate to the **current** Ordinance and not to presume they should be something different. To opine on "supply and demand" in the City of Newburyport is completely inappropriate and should not be a consideration of the ZBA in reviewing appeals.

It is alarming to see how the ZBA is conducting business and I am disheartened to think that the City of Newburyport would allow this type of behavior. I particularly have concern about current and future projects within the north end that substantially deviate from the existing R-2 dimensional controls and what serious impacts this could have to those of us who reside here. The quick and easy approvals for variances that the ZBA are granting are short-sighted, have no consideration for the collective good of the district, and have the potential to destroy the unique attributes of north end neighborhoods for the sole benefit of a few individuals. I urge you to take serious consideration for the concerns raised herein, to review the ZBA's decisions, and to observe the ZBA's practices directly for yourselves.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jennifer Sweet", with a long horizontal flourish extending to the right.

Jennifer Sweet, P.E., LSP

cc: Office of the Mayor, Attn: Mayor Holaday

## **Rules of Professional Conduct Rule 3.9: Advocate in Nonadjudicative Proceedings**

A lawyer representing a client before a legislative body or administrative agency in a nonadjudicative proceeding shall disclose that the appearance is in a representative capacity and shall conform to the provisions of Rules 3.3(a) through (c) , 3.4(a) through (c) , and 3.5.

*Adopted March 26, 2015, effective July 1, 2015.*

### **Comment**

[1] In representation before bodies such as legislatures, municipal councils, and executive and administrative agencies acting in a rule-making or policy-making capacity, lawyers present facts, formulate issues and advance argument in the matters under consideration. The decision-making body, like a court, should be able to rely on the integrity of the submissions made to it. A lawyer appearing before such a body must deal with it honestly and in conformity with applicable rules of procedure. See Rules 3.3(a) through (c) , 3.4(a) through (c) , and 3.5.

[2] Lawyers have no exclusive right to appear before nonadjudicative bodies, as they do before a court. The requirements of this Rule therefore may subject lawyers to regulations inapplicable to advocates who are not lawyers. However, legislatures and administrative agencies have a right to expect lawyers to deal with them as they deal with courts.

[3] This Rule only applies when a lawyer represents a client in connection with an official hearing or meeting of a governmental agency or a legislative body to which the lawyer or the lawyer's client is presenting evidence or argument. It does not apply to representation of a client in a negotiation or other bilateral transaction with a governmental agency or in connection with an application for license or other privilege or the client's compliance with generally applicable reporting requirements, such as filing of income tax returns. Nor does it apply to the representation of a client in connection with an investigation or examination of the client's affairs conducted by government investigators or examiners. Representation in such matters is governed by Rules 4.1 through 4.4.

[4] Unless otherwise expressly prohibited, ex parte contacts with legislators and other persons acting in a legislative capacity are not prohibited.

p40

RAINEN LAW OFFICE, P.C.  
 ATTORNEYS AND COUNSELLORS AT LAW  
 231 SUTTON STREET, UNIT 2-E, SOUTH ENTRANCE  
 NORTH ANDOVER, MASSACHUSETTS 01845

TELEPHONE (978) 975-4144  
 FAX (978) 975-4149  
<http://www.rainenlaw.com>

EDWARD RAINEN  
[erainen@rainenlaw.com](mailto:erainen@rainenlaw.com)

SHELLY B. RAINEN  
[srainen@rainenlaw.com](mailto:srainen@rainenlaw.com)

CARRIE B. RAINEN  
[crainen@rainenlaw.com](mailto:crainen@rainenlaw.com)  
*also admitted in NH*

## MEMORANDUM

**DATE:** November 6, 2015  
**CC:** Andrew Port, City of Newburyport  
 Michael Mroz Newburyport Maritime Society, Inc.  
 William Harris  
 Jared Eigerman  
**FROM:** Edward Rainen  
**RE:** Public Way from Water Street to the Merrimack River  
 southeasterly side of the Custom House (s/k/a Lower Custom House Road)

As I expected, the rights in and to the former public landing were adjudicated in 1926, following a trial in the Land Court.

Although my staff and I reviewed several hundred pages of documents from Land Court Registration cases numbered 4588, 9769 and 39539, the incredibly detailed, historically based, answer is found in an 11 page decision, dated January 19, 1926 which specifically addresses this very question. This Memorandum contains a brief summary of the findings in that decision.

To acquaint yourselves with the locations of the land adjudicated, I have provided the final survey of the case involving the Atkinson Lumber site. I will be happy to provide the so-called Petitioner's Plans, which predate the various judgments of the Court and contain data not included in the so-called "Decree Plans." Also, all of the material we reviewed is available, on request, for its historic value.

Case 9769 discusses the layout of two public landings by the Town of Newbury, in 1722, and references the creation of the Town of Newburyport in 1764. It highlights a subsequent release by the Town of Newbury of its rights in the public landings in 1826, followed by the 1833 deed to the United States of the Custom House which is described as being bounded by public landings on either side. It discusses the creation of filled land to create dockage which began at primitive high tide and extended further out into the Merrimack River. The Court also discusses the extensive minutia of the local political process, resulting in a petition to the General Court in 1873 for a public act authorizing the City to sell certain landing places to the railroad. Subsequent thereto there is such a deed from the City of Newburyport to the Newburyport City Railroad of the land in question pursuant to the very authority granted by Chapter 136 of the Acts of 1873.

The Court makes a distinction between the new land located between historic mean high water and the river, characterizing that portion as "a landing" and characterizing the landward portion from primitive mean high water to Water Street as being a "public way." Judge Davis then rules that, based on the historic record, the City discontinued that portion he describes as the Public Landing and sold it to the railroad. The Court states on page 11 that "The City is a party to this case, and claims the way as a public highway." The Court defines the extent of said way as being 110 feet from Water Street on its one side and 85 feet from Water Street on the other.

In conclusion, the Court adjudicated that title to the fee in the Public Way belongs to the Petitioner, Atkinson, subject to the rights of the public to use the 110/85 foot section as a public way. We find no notice of Appeal.

Pursuant to General Laws Chapter 185, the Land Court has original and exclusive jurisdiction of the title to registered land. It is fair to say, that as a party to Registration Case No. 9769, the City of Newburyport, had its one bite of the apple 90 years ago, and is subject to *res judicata* concerning the issues of the location and rights in the former public way as well as its own actions in the discontinuance of public rights and sale of the public landing and its sale to a private party. Since the precise issues of location, use and ownership of the public way were actually litigated, I believe that the elements of collateral estoppel have been met and no other party can now or ever, re-litigate those issues.

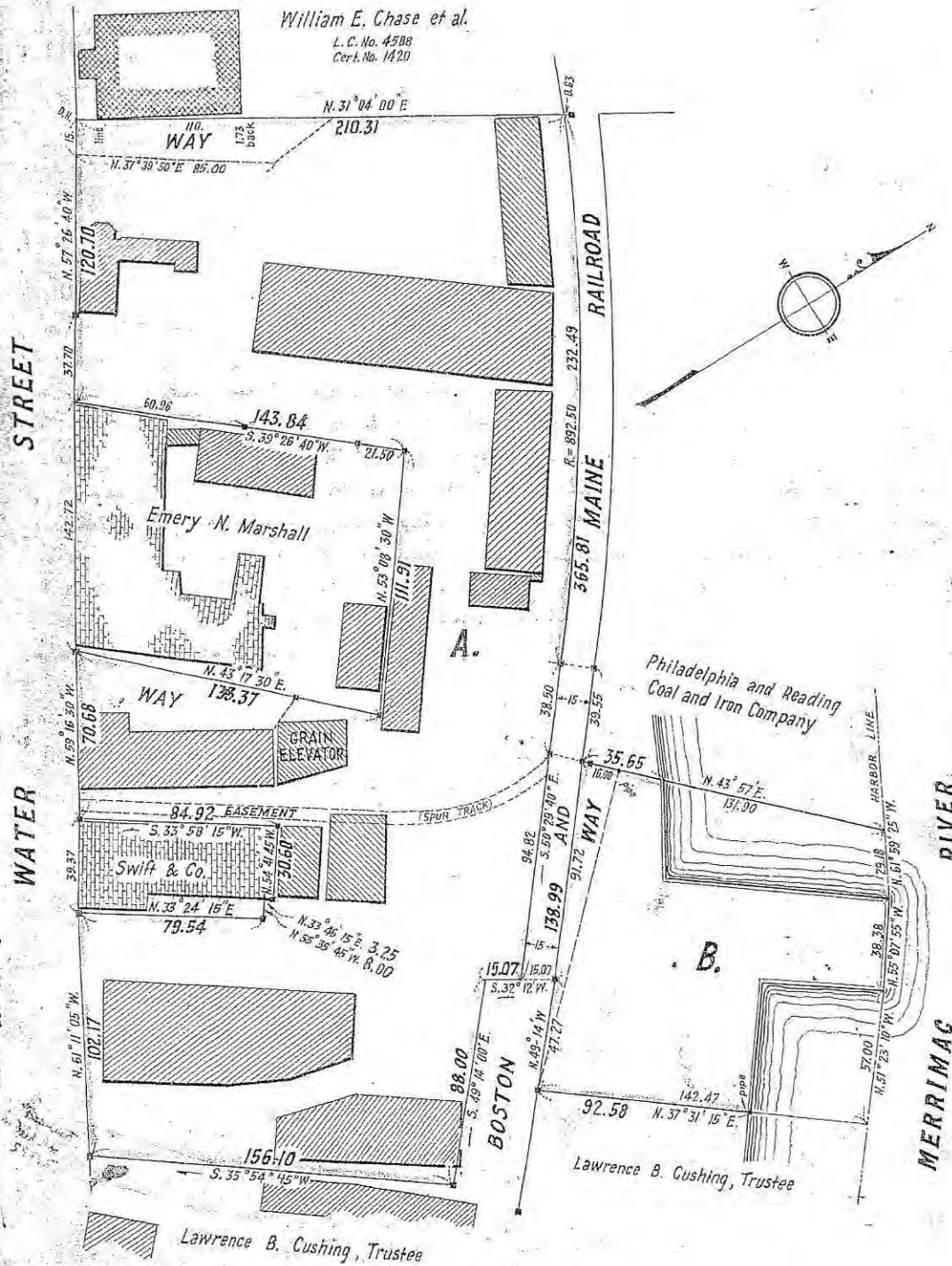
9769A

PLAN OF LAND IN NEWBURYPORT

Scale 20 feet to an inch

AUG. 1923

George E. Hutchins, C.E.



See  
Notes  
Over

Essex South Registry District  
July 20, 1926

RECEIVED AND FILED

WMA Certificate No. 6194

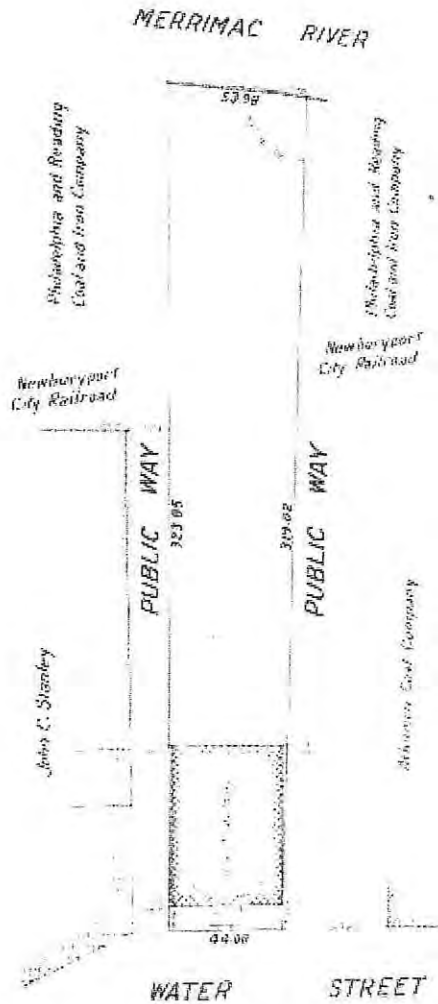
Copy of part of plan  
filed in  
LAND REGISTRATION OFFICE  
OCT. 26, 1923  
Scale of this plan 50 feet to an inch  
C.B. Humphrey, Engineer for Court



# Plan of Land in Newburyport. Scale 20 feet to an inch. OCT. 1913.

John F. Desjardis, Surveyor

See also the plan filed with this



See also

Plan of part of the  
LAND BELONGING TO THE  
CITY OF NEWBURYPORT  
OCT. 2, 1913  
Scale of this plan 40 feet to an inch  
C. H. Southwick, Surveyor

PUBLIC SAFETY COMMITTEE ITEMS  
MAY 30, 2017

- **COMM046\_04\_10\_17** 60th Yankee Homecoming - 7/29-8/6
- **ODNC015\_08\_29\_16** 25 MPH Speed Zones
- **COMM054\_05\_08\_17** Ride to End Alzheimer's - 6/24/17
- **COMM055\_05\_08\_17** Lafayette Street Block Party - 7/29/17
- **ORDR024\_05\_08\_17** Parking Restricted Fair Street at Middle Street



## YANKEE HOMECOMING INC.

P.O. Box 493  
Newburyport, MA 01950

March 29, 2017

Newburyport City Council  
City of Newburyport  
60 Pleasant Street  
Newburyport Ma 01950

City Council President Thomas O'Brien  
And Members of the Newburyport City Council:

As the General Chair for the 60<sup>th</sup> Yankee Homecoming, it will be my honor and pleasure to welcome the citizens of Newburyport and our visitors to our beautiful City of Newburyport. Over the past 60 years, our city has changed in many wonderful ways and has become a beautiful and exciting seaport. My theme for this year is "A Timeless Tradition."

When looking back into the history of Yankee Homecoming, found are the many contributions of our talented predecessors each with his or her own chronicles of Yankee Homecoming. It is through their commitment, hard work and efforts that we, once a year, come together and celebrate with family, friends and new visitors.

Newburyport's City Officials have also been very supportive in our efforts. I am requesting the use of the City of Newburyport for the 60<sup>th</sup> Yankee Homecoming Event. This year's event will be held Saturday, July 29 through Sunday, August 6. Again, this year we will celebrate the United States Coast Guard.

Thank you for your considerations and support. Please contact me if you have any questions. You can also reach me through the YHC website: [www.yankeehomecoming.com](http://www.yankeehomecoming.com).

Sincerely,

Robin Johnson  
General Chairperson  
2017 Yankee Homecoming  
978-518-0877

## CITY OF NEWBURYPORT




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 IN CITY COUNCIL

ORDERED:

**AN ORDINANCE TO AMEND REGULATED SPEED LIMITS**

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

***General ordinance:*****Article IV, Division 7, section 13-186: Twenty-five mile per hour speed zones****Short Title: Twenty-five miles per hour****Purpose and intent**

The Commonwealth of Massachusetts under Massachusetts General Law Chapter 90 Section 17A has ceded certain jurisdiction to the local authority to regulate twenty-five mile per hour speed zones in existing "Thickly Settled" zones as defined by Massachusetts General Law Chapter 90 section 1. The local authority in the City of Newburyport is defined as the City Council.

The public ways of the city have in many cases existed for centuries and are narrow, congested and lined with both residential and business structures that meet and exceed the definition of a "Thickly Settled" or "Business" zone. It is therefore in the interest of public safety to the motoring public as well as those residents and visitors that use our streets to bike, walk or otherwise recreate to establish a uniform twenty-five (25) mile per hour speed limit uniformly all streets that meet this criteria unless otherwise posted.

**Definitions**

- (a) "Thickly settled or business district", the territory contiguous to any way which is built up with structures devoted to business, or the territory

MOTION TO  
 REPEAL PS  
 RC/SE

contiguous to any way where the dwelling houses are situated at such distances as will average less than two hundred feet between them for a distance of a quarter of a mile or over.

- (b) "Police officer" or "officer", any constable or other officer authorized to make arrest or serve process, provided he is in uniform or displays his badge of office.
- (c) "Way", any public highway, private way laid out under authority of statute, way dedicated to public use, or way under the control of park commissioners or body having like powers.
- (d) "Motor vehicles", all vehicles constructed and designed for propulsion by power other than muscular power including such vehicles when pulled or towed by another motor vehicle, except railroad and railway cars, vehicles operated by the system known as trolley motor or trackless trolley under chapter one hundred and sixty-three or section ten of chapter five hundred and forty-four of the acts of nineteen hundred and forty-seven, vehicles running only upon rails or tracks, vehicles used for other purposes than the transportation of property and incapable of being driven at a speed exceeding twelve miles per hour and which are used exclusively for the building, repair and maintenance of highways or designed especially for use elsewhere than on the travelled part of ways, wheelchairs owned and operated by invalids and vehicles which are operated or guided by a person on foot; provided, however, that the exception for trackless trolleys provided herein shall not apply to sections seventeen, twenty-one, twenty-four, twenty-four I, twenty-five and twenty-six. The definition of "Motor vehicles" shall not include motorized bicycles. In doubtful cases, the registrar may determine whether or not any particular vehicle is a motor vehicle as herein defined. If he determines that it should be so classified, he may require that it be registered under this chapter, but such determination shall not be admissible as evidence in any action at law arising out of the use or operation of such vehicle previous to such determination.

### **Acceptance**

Pursuant to G.L., c. 4, s. 4. the City Council of the City of Newburyport hereby accepts the provisions of G.L., c. 90, s. 17C.

**Limitations**

- (a) No person shall operate a motor vehicle on a public way in the City of Newburyport that is Thickly Settled or a business district that is not posted with regulatory speed (speed limit) signs in excess of 25 Miles per hour.
- (b) Duly sworn Police Officers of the City of Newburyport or other Police Officers acting under authority of law shall be empowered to enforce this regulation on any public way meeting these requirements.
- (c) Police Officers shall notify the violator in a manner that is accepted by the Commonwealth of Massachusetts as proper notification.
- (d) Police Officers shall notify the violator in a manner that is accepted by the Commonwealth of Massachusetts as proper notification.
- (e) The City of Newburyport shall post this speed limit on all public ways entering the city which are under the jurisdiction of the city, or at a location as near to an entry point that is under jurisdiction of the city to alert motorists of the speed limit.

**9-172 Enforcement**

- (a) *The* City of Newburyport Police Department or Officers of other agencies acting under authority of law are the enforcement authority of this ordinance.
- (b) Police Officers shall notify the violator in a manner that is accepted by the Commonwealth of Massachusetts as proper notification.
- (c) Police Officers shall notify the violator in a manner that is accepted by the Commonwealth of Massachusetts as proper notification.
- (d) Police Officers, may in the alternative to issuing a Commonwealth of Massachusetts Uniform Traffic Citation, utilize a City of Newburyport Code of City Ordinance violation
- (e) Any person who violates any provision of this section shall be subject to a fine of up to \$100.00 when issued a Code of Ordinance violation.

***Submitted***

***Councillor Robert J Cronin, Public Safety Chair***

***Councillor Sharif Zeid, Ward 1***

4/24/17

ATTN: Autumn

1 page

617-868-6720

PS

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE \_\_\_\_\_ BIKE CHAIRING Ride ROAD RACE X WALKATHON \_\_\_\_\_

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon: Alzheimer's Association

2. Name, Address & Daytime Phone Number of Organizer: 209 Waverly Street, Newburyport, MA 02451  
Autumn Horgan, 617-959-2976 or 617-868-6718

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

4. Date of Event: 6/24/17 Expected Number of Participants: 150

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

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route): Parker St, Graf Rd, Park St, High Rd, Itconner St

7. Locations of Water Stops (if any): Riverside Brewery, Graf Rd

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

9. Formation Location & Time for Participants: Kyc, NH

10. Dismissal Location & Time for Participants: Kyc, NH

11. Additional Parade Information:
- Number of Floats: N/A
  - Locations of Viewing Stations: Graf Rd
  - 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.

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

## Timeline and Overview of Event Progression

The Ride to End Alzheimer's is proposed to begin as described above. We will have volunteers along the route to assist with directions and to support the riders. All major intersections, as well as traffic control for the start of the event, will be coordinated by Reuben Kline 717-357-0126. We are not requesting any road closures or police controlled intersections aside from the start. If you feel there is a safety need to have any of the intersections on the course controlled by police, please let us know. Please also provide any additional feedback or suggestions you might have.

The event is proposed to start at 6:30 AM on Saturday June 24, 2017. At first the riders will be grouped more tightly together but because this is not a standard race the riders will spread out rather quickly. As the day goes on there will be larger gaps between the riders. We anticipate having 500 cyclists for this year's event. With an estimate of 200 riders on the 30 mile course, 200 on the 60 mile course, and 100 on the 100 mile course.

There will be a lead vehicle on the course to verify that all turns/intersections are marked appropriately. There will also be two to four other event vehicles on the course supporting cyclist. Event vehicles will obey traffic laws.

Riders do make pit stops along the route, all of which are located on land owned by private institutions. As such, we've secured permission directly from these private institutions, and will be providing liability insurance certificates to them. *In towns with no pit stops, the copies of insurance binders covering riders as they pass through your town will be kept with support vehicles the day of the event, as well as at the Alzheimer's Association.*

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



## **INCIDENT ACTION PLAN: Ride to End Alzheimer's**

The purpose of this Incident Action Plan (**IAP**) is to identify and mitigate any potential risks associated with the planning, implementation and successful completion of the event referenced below. The parties that are planning and coordinating this event are committed to ensuring that all participants, sponsors, community members and emergency personnel are able to partake in the event in a safe and organized manner. Prior to the event on site personnel must be advised of this action plan and their duties during an actual emergency as well as given a copy. The procedural information contained herein will be strictly adhered to.

**Title of Event:** "Ride to End Alzheimer's"

**Date(s) of Event:** June 24, 2017; Start time 6:30 AM

**Event Description:** Bicycle ride, non-competitive

**Location:** See attached maps

### **On scene person in charge of event:**

**Name:** Autumn Hotaling (Event Director)

**Phone numbers:** 617-959-2976 -mobile

**Email Address:** ahotaling@alz.org

### **Event Coordinator/Chairperson:**

**Name:** Reuben Kline (Course Director)

**Phone Numbers:** 717.357.0126

**Email Address:** reubenkline@hotmail.com

### **Medical Emergencies Procedure**

**For emergency call 911.** All medical emergencies will be reported to Police, EMS or event personnel as soon as possible either in person or via phone. Event personnel, when notified, will call directly to 911 or notify on site EMS or Police and report the incident/problem. Responding emergency vehicles will enter the event as directed or depending on the location of the emergency a location determined by Police or EMS. The on-site person in charge or event coordinator will make sure an area is open to allow emergency personnel, vehicles and equipment to access the event grounds whenever emergency assistance is needed and this access shall be maintained throughout the event. The nearest hospital for receiving patients will be determined by the local EMS service responding to each incident (hospital address and contact information are located at the bottom of this form). If the event plan includes a private EMS provider on scene they will provide on-site care. If the on-site private EMS provider must leave

the event prior to its conclusion they must notify the on-site event coordinator and the police prior to leaving and if required arrange for additional EMS during their absence.

### **Police Emergencies**

For all police emergencies on site police personnel are to be notified or 911 called immediately. Local police contact information is located at the bottom of this form.

### **Fire Emergencies**

For all fire emergencies, 911 will be called or on site event personnel and on site police personnel will be notified with the exact location and type of emergency. On site personnel will assist with evacuation. Vehicles should not be moved during an emergency response. It is recognized that exiting traffic would inhibit and/or place arriving emergency responders and exiting individuals in peril. (Local fire department address and contact information are located at the bottom of this form).

**Lost Child Procedure:** Police and on site event personnel will be notified. In the event of a lost child is found he/she should remain at the location he/she is found at unless the location is unsafe or impractical or until it is determined that it is impractical to remain at the location. The child, if able, will be asked to provide parent/ guardian information. If audio equipment is available an announcement of the situation may be made at the decision of on scene police personnel. The child will remain under the supervision of police personnel or their designee who will ensure the child is comfortable and safe until his/her parent/guardian arrives. Parental identification shall be verified prior to release of the child.

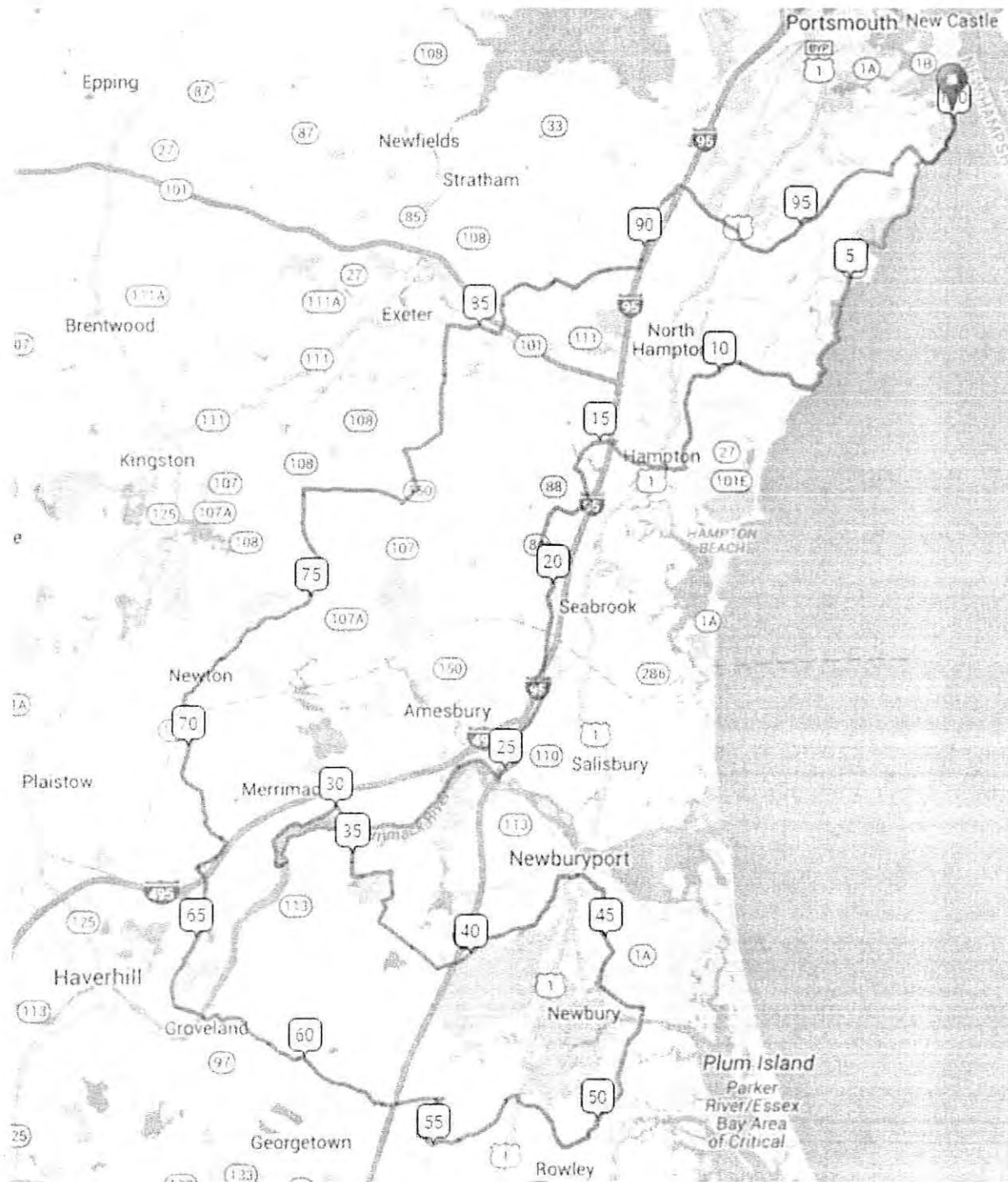
**Weather Emergency:** In the event of any weather emergency the police, event coordinator or on site event personnel may decide to halt the event for the safety of participants and the public. At no time will the decision to halt an event due to a weather related event by the police be overridden by others. Coordination for the safety of participants and spectators will be accomplished by the event personnel verbally advising participants to seek shelter in vehicles or buildings.

If and when the weather emergency has passed, a decision will be made by police personnel and the event coordinator as when to allow the event to resume.

**Communication Plan:** All on site event personnel, event coordinator, EMS, fire and police personnel must have a means of communication during the event. This will be accomplished by direct communication with the local police from event director, Reuben Kline. That assigned individual will have communication with workers and volunteers whom are stationed throughout the event. The workers and volunteers shall be advised and instructed who to contact in an event related emergency



# Ride to End Alzheimer's 100 mile route



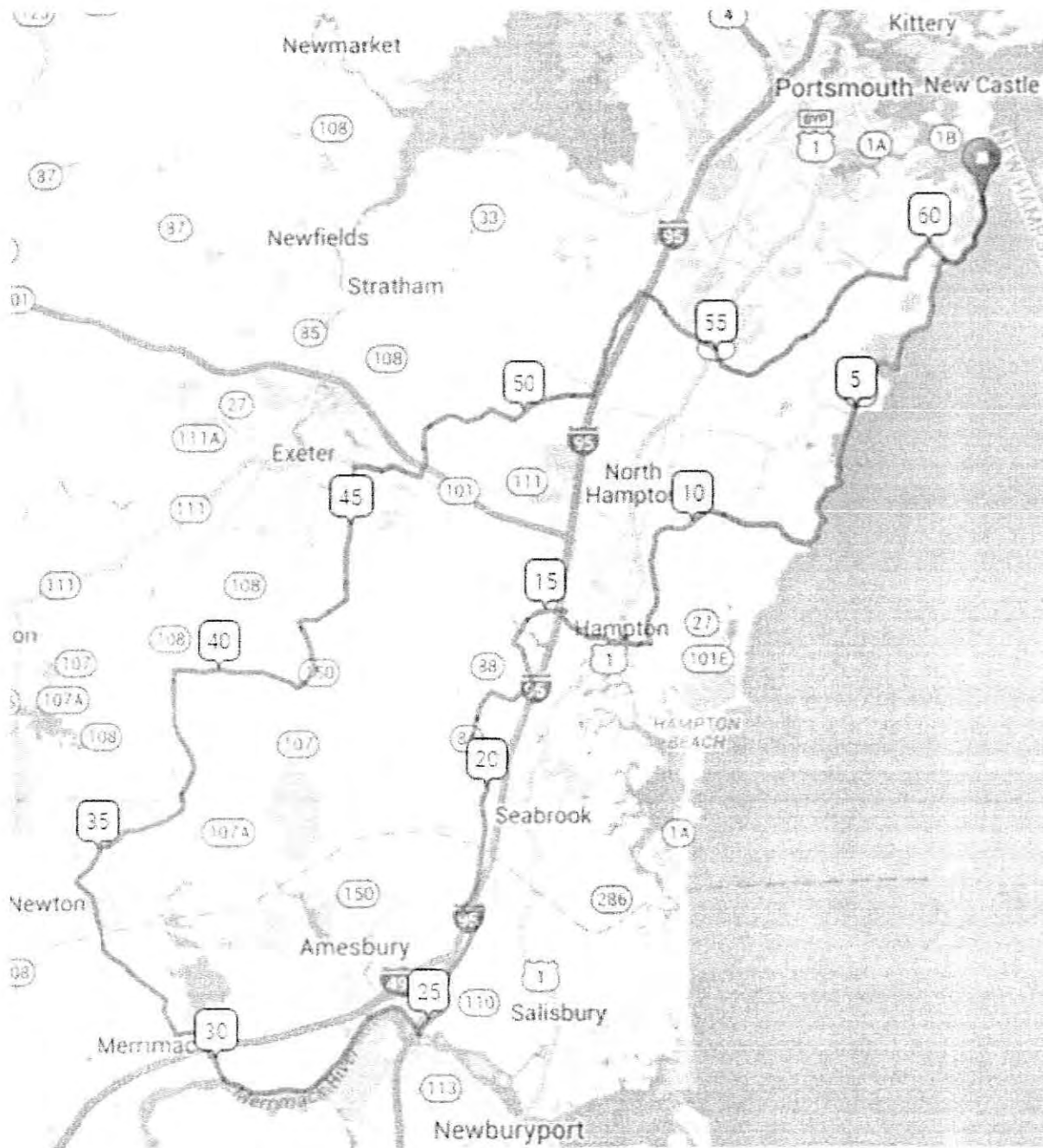
## Cue Sheet 100 Mile Route

0.0	0.0	➤	Start of route
0.0	0.0	←	L onto NH-1A S
7.8	7.7	→	R onto NH-111 W
9.7	1.9	←	L onto Mill Rd
12.5	2.8	←	Slight L onto Winnacunnet Rd
12.7	0.2	→	R onto Park Ave
13.2	0.6	←	L onto Lafayette Rd
13.3	0.1	→	R onto Drakeside Rd
14.7	1.4	←	L onto Towle Farm Rd
15.9	1.2	←	L onto Brown Rd
16.9	1.0	→	R onto NH-88 W
17.0	0.1	←	L onto Drinkwater Rd
17.6	0.6	←	L onto Crank Rd
17.9	0.4	←	Slight L onto Goodwin Rd
18.5	0.5	←	L onto NH-84 E
19.0	0.6	→	R onto Stard Rd
20.1	1.0	↑	Continue onto Batchelder Rd
21.1	1.0	↑	Continue onto Locust St
22.2	1.2	←	L onto Congress St
22.3	0.1	←	L onto Main St
22.7	0.4	→	R onto Rabbit Rd
24.6	1.8	↑	Continue onto Merrill St
25.3	0.7	→	R toward Main St
25.3	0.0	→	R onto Main St
25.5	0.2	↑	Continue onto Evans Pl
25.7	0.2	↑	Continue onto Main St
26.5	0.8	←	L onto Merrimac St
26.9	0.4	↑	Continue straight onto Pleasant Valley Rd
29.6	2.7	→	Pleasant Valley Rd turns slightly R and becomes Skunk Rd
29.9	0.4	←	L onto Middle Rd
30.3	0.4	↑	Continue onto River Rd
32.2	1.8	←	L onto E Main St/Rocks Village Bridge
32.4	0.2	←	L onto River Rd
34.6	2.2	→	Slight R onto Coffin St
35.5	0.9	←	L onto MA-113 E
36.3	0.8	→	R onto Chase St
36.9	0.5	→	R onto Middle St
37.5	0.7	←	L onto Indian Hill St

39.2	1.6	←	L onto South St
39.7	0.5	←	South St turns slightly L and becomes Scotland Rd
41.7	2.0	↑	Continue onto Parker St
42.3	0.6	↑	Continue straight onto Graf Rd
42.8	0.5	→	R onto Low St
42.9	0.2	↑	Continue onto Pond St
43.3	0.4	→	R onto MA-1A S/High St
44.3	1.0	→	R onto Hanover St
44.5	0.2	←	Slight L onto Green St
45.4	0.9	→	Slight R onto Hay St
46.1	0.8	←	L onto Newman Rd
47.3	1.2	→	R onto MA-1A S
50.2	2.9	→	R onto Cross St
50.3	0.2	←	Slight L to stay on Cross St
50.5	0.2	→	Slight R to stay on Cross St
51.1	0.6	→	Slight R to stay on Cross St
51.1	0.1	↑	Continue onto Central St
52.6	1.5	↑	Continue onto Glen St
53.1	0.5	↑	Continue straight onto Hillside St
54.1	1.0	→	Slight R onto Wethersfield St
55.0	0.9	→	R to stay on Wethersfield St
55.2	0.2	↑	Continue onto Jewett St
55.4	0.2	→	R onto Warren St
56.4	1.0	←	Sharp L onto Jackman St
57.3	0.9	↑	Continue onto Jewett St
57.9	0.6	→	R onto Thurlow St
59.4	1.5	↑	Continue onto Byfield Rd
60.0	0.6	→	Slight R onto 7 Star Rd
60.0	0.0	←	L onto Bare Hill Rd
61.2	1.1	↑	Continue onto Rollins St
61.8	0.6	←	L onto Garrison St
62.2	0.4	↑	Continue onto Gardner St
62.5	0.3	→	R onto Elm Park
62.6	0.1	←	L toward MA-97 N
62.6	0.0	→	R onto MA-97 N
62.9	0.3	↑	Continue onto Groveland St
63.4	0.5	→	R onto Pine St
63.5	0.1	↑	Continue straight onto Kenoza St
64.9	1.4	→	Slight R onto Middle Rd

66.6	1.8	→	R onto Amesbury Rd
67.5	0.9	←	L onto Brandy Brow Rd
68.1	0.6	→	Slight R onto Heath Rd
68.9	0.8	←	L onto Hadley Rd
70.7	1.8	←	L onto Merrimac Rd
71.1	0.4	→	Slight R onto NH-108 N
72.7	1.6	↑	Continue straight onto Maple Ave
73.6	0.9	↑	Continue onto Chase Rd
75.1	1.5	↑	Continue onto S Rd
77.5	2.5	→	R onto Stumpfield Rd
79.8	2.2	←	L onto Trundlebed Ln
80.2	0.4	←	L onto NH-150 N
81.1	0.9	→	R onto N Rd
82.0	0.9	←	L onto Drinkwater Rd
84.3	2.3	→	R onto NH-111 E/NH-27 E/High St
85.5	1.1	←	L onto Guinea Rd
86.3	0.8	→	R onto Stratham Heights Rd
87.6	1.3	→	R onto Bunker Hill Ave
88.0	0.4	↑	Continue onto Walnut Ave
88.2	0.2	↑	Continue straight onto Lovering Rd
89.6	1.4	←	L onto NH-151
91.6	2.0	→	R onto Breakfast Hill Rd
93.3	1.7	↑	Continue onto Washington Rd
95.8	2.5	←	Slight L onto Wallis Rd
97.5	1.7	←	L onto Brackett Rd
98.3	0.8	→	R onto Parsons Rd
98.5	0.3	↑	Continue onto Marsh Rd
98.7	0.2	←	L onto NH-1A N
100.0	1.3	→	Slight R onto Odiorne Point sp
100.2	0.2	→	R
100.3	0.0	▀	End of route

# Ride to End Alzheimer's 60 mile route



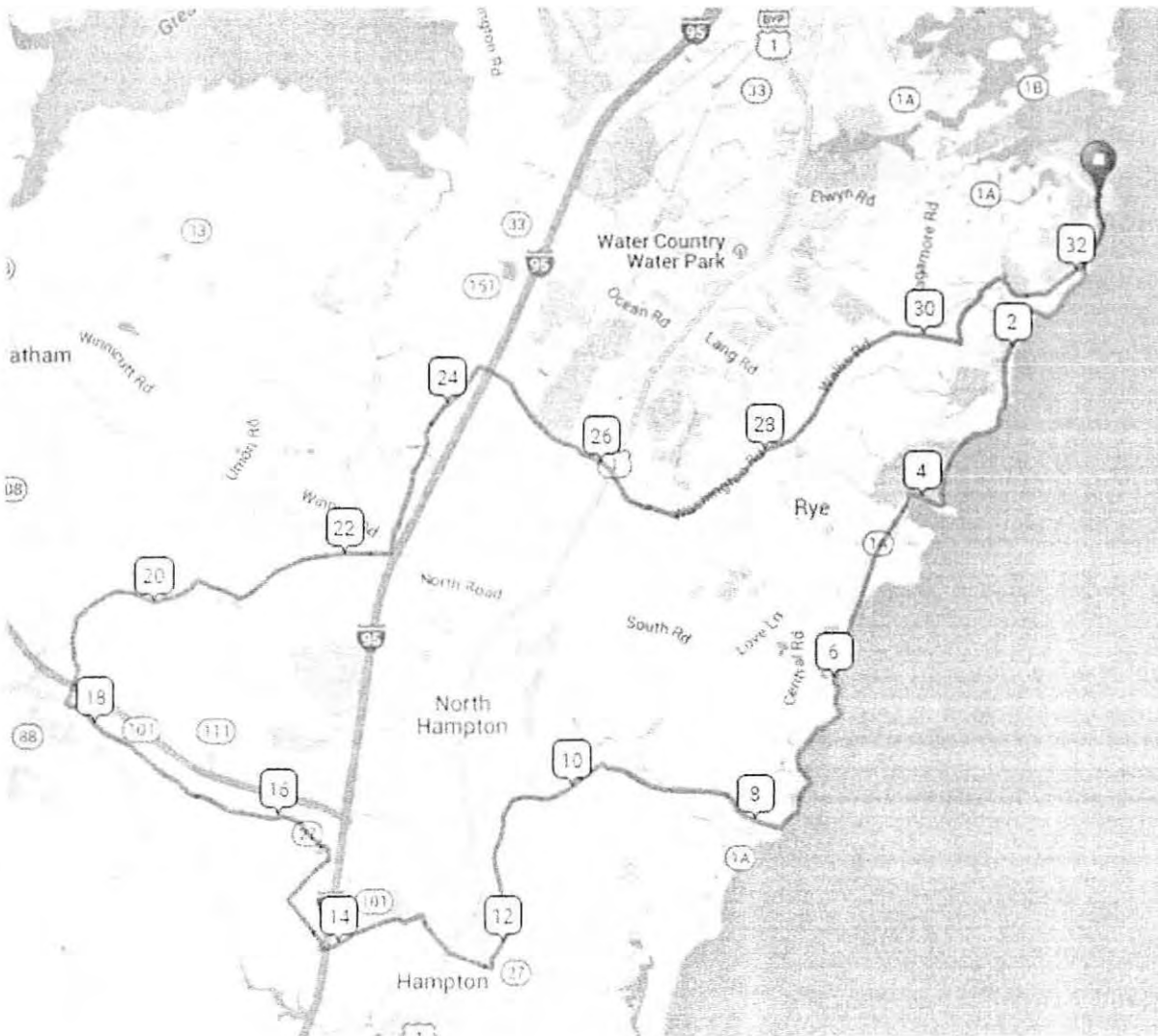
## Cue Sheet 60 Mile Route

0.0	0.0	▶	Start of route
0.0	0.0	-	L onto NH-1A S
7.8	7.7	-	R onto NH-111 W
9.7	1.9	-	L onto Mill Rd
12.6	2.8	-	Slight L onto Winnacunnet Rd
12.7	0.2	-	R onto Park Ave
13.2	0.6	-	L onto Lafayette Rd
13.3	0.1	-	R onto Drakeside Rd
14.7	1.4	-	L onto Towle Farm Rd
16.9	1.2	-	L onto Brown Rd
16.9	1.0	-	R onto NH-88 W
17.0	0.1	-	L onto Drinkwater Rd
17.6	0.6	-	L onto Crank Rd
17.9	0.4	-	Slight L onto Goodwin Rd
18.6	0.6	-	L onto NH-84 E
19.0	0.6	-	R onto Stard Rd
20.1	1.0	†	Continue onto Batchelder Rd
21.1	1.0	†	Continue onto Locust St
22.2	1.2	-	L onto Congress St
22.3	0.1	-	L onto Main St
22.7	0.4	-	R onto Rabbit Rd
24.6	1.8	†	Continue onto Merrill St
26.3	0.7	-	R toward Main St
26.3	0.0	-	R onto Main St
26.6	0.2	†	Continue onto Evans Pl
26.7	0.2	†	Continue onto Main St
28.6	0.8	-	L onto Merrimac St
28.9	0.4	†	Continue straight onto Pleasant Valley Rd
29.6	2.7	-	Pleasant Valley Rd turns slightly R and becomes Skunk Rd
29.9	0.4	†	Continue onto Emery St
30.6	0.7	-	L onto MA-110 W
31.0	0.4	-	R onto Bear Hill Rd
34.0	3.0	†	Continue onto Amesbury Rd
34.4	0.3	-	R onto Maple Ave
36.2	0.9	†	Continue onto Chase Rd
36.7	1.5	†	Continue onto S Rd
39.2	2.6	-	R onto Stumpfield Rd
41.6	2.2	-	L onto Trundlebed Ln

41.9	0.4	-	L onto NH-160 N
42.8	0.9	-	R at the 1st cross street onto N Rd
43.7	0.9	-	L onto Drinkwater Rd
46.0	2.3	-	R onto NH-111 E/NH-27 E/High St
47.2	1.1	-	L onto Guinea Rd
48.0	0.8	-	R onto Stratham Heights Rd
49.3	1.3	-	R onto Bunker Hill Ave
49.7	0.4	†	Continue onto Walnut Ave
49.9	0.2	†	Continue straight onto Lovering Rd
51.3	1.4	-	L onto NH-151
63.3	2.0	-	R onto Breakfast Hill Rd
65.0	1.7	†	Continue onto Washington Rd
67.4	2.6	-	Slight L onto Wallis Rd
69.2	1.7	-	L onto Brackett Rd
60.0	0.8	-	R onto Parsons Rd
60.2	0.3	†	Continue onto Marsh Rd
60.4	0.2	-	L onto NH-1A N
61.7	1.3	-	Slight R onto Odiorne Point sp
61.9	0.2	-	R
61.9	0.0	▶	End of route



# Ride to End Alzheimer's 30 mile route



## Cue Sheet 30 Mile Route

0.0	0.0	▶	Start of route
0.0	0.0	←	L onto NH-1A S
7.8	7.7	←	R onto NH-111 W
9.7	1.9	←	L onto Mill Rd
12.3	2.6	←	R onto High St
12.7	0.4	←	R onto Lafayette Rd
12.7	0.0	←	L onto NH-27 W/Exeter Rd
13.1	0.4	←	L onto Towle Farm Rd
14.2	1.1	←	R onto Mary Batchelder Rd
14.8	0.6	←	R onto Timber Swamp Rd
16.4	0.6	←	L onto NH-27 W
18.3	2.9	←	R onto Guinea Rd
19.2	0.6	←	R onto Stratham Heights Rd
20.6	1.3	←	R onto Bunker Hill Ave
20.9	0.4	†	Continue onto Walnut Ave
21.0	0.2	†	Continue straight onto Lovering Rd
22.4	1.4	←	L onto NH-161
24.6	2.0	←	R onto Breakfast Hill Rd
26.1	1.7	←	Breakfast Hill Rd turns slightly R and becomes Washington Rd
28.6	2.6	←	Slight L onto Wallis Rd
30.3	1.7	←	L onto Brackett Rd
31.1	0.8	←	R onto Parsons Rd
32.1	1.0	←	L onto NH-1A N
32.6	0.7	←	R
32.8	0.0	▶	End of route

**Course Control Plan Ride to End Alzheimer's, See map: <http://ridewithgps.com/routes/11710178>**

Location	Mile on 100 route	Control Type	Direction of Route	Time Active for 100 mile riders	Time Active for 60 mile riders	Time Active for 60 mile riders
Lead vehicle		Staff & HAM Radio				
Tail Vehicle		Staff & HAM Radio				
Start						
Exit of Seacost Center & NH-1A S		0 police	Left Turn	6:30 AM	8:30 AM	10:00 AM
NH-1A S & NH-111 Atlantic Ave	mile 7.8	Staff	Right Turn	6:45 to 7:15	8:45 to 9:15	10:20 to 10:50
NH-111 Atlantic Ave & Mill Road	mile 9.7	police	Left Turn	6:50 to 7:25	8:50 to 9:25	10:30 to 11:00
Park Ave & Lafayette Rd	mile 13.2	police	Left Turn	7:00 to 7:50	9:00 to 9:50	N/A
Rabbit Rd & Merrill St	mile 22.7	? Busy	Straight	7:30 to 8:45	9:30 to 10:45	N/A
Skunk Rd & Middle Rd			100mi go Left			
100mi and 60mi Split	mile 29.9	Staff	60 mi go Straight	7:50 to 9:30	9:50 to 11:30	N/A
River Rd & E Main St/Rocks						
Village Bridge	mile 32.2	police	Left Turn	7:55 to 9:45	N/A	N/A
E Main St/Rocks Village Bridge & River Rd	mile 32.4	police	Left Turn	7:55 to 9:45	N/A	N/A
Central St & Glen St	mile 52.6	police	Straight	8:50 to 11:45	N/A	N/A
NH-108 & Maple Rd			100mi go Straight		mile 34.4	
100mi and 60mi Merge	mile 72.6	Staff	60 mi go Right	9:45 to 1:45	10:00 to 11:55	N/A
NH-27 E/High St & Guinea Rd			Left Turn for 60,100		mile 47.2	mile 18.3
Merge for 30mi and 100/60mi	mile 85.4	police	Right Turn for 30mi	10:25 to 3:00	10:40 to 1:15	10:55 to 12:30
Marsh Rd & NH-1A N	mile 98.7	police	Left Turn	11:00 to 4:25	11:15 to 1:30	11:35 to 3:00
NH-1A N & Odiome Point Bike Path	mile 100	Staff	Right Turn	11:05 to 4:30	11:20 to 1:50	11:40 to 3:10
<b>30 mile route only: <a href="http://ridewithgps.com/routes/11700930">http://ridewithgps.com/routes/11700930</a></b>						
Lafayette Rd/ Exeter Rd & NH-27	mile 12.7	police	Straight	N/A	N/A	10:35 to 11:30
Exeter Rd & Towle Fam Rd	mile 13.1	police	Left Turn	N/A	N/A	10:35 to 11:30
Timber Swamp Rd & NH-27	mile 15.4	staff	Left Turn	N/A	N/A	10:45 to 12:10

PS

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2017 MAY -4 AM 9:39



CITY OF NEWBURYPORT  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950

**BLOCK PARTY APPLICATION**

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

DATE OF REQUEST: ~~7/29/17~~ 5/3/17

**CONTACT INFORMATION**

FIRST AND LAST NAME: Patricia + Robert Hoffman

MAILING ADDRESS: 15 Lafayette St Newburyport, MA 01950

PHONE NUMBER: 978-255-2894

E-MAIL ADDRESS: hoffmanpatty@gmail.com

**BLOCK PARTY INFORMATION**

BLOCK PARTY DATE: 7/29/17

DESIRED STREET CLOSING LOCATION: Lafayette St between High St & Highland Ave.  
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: Lafayette St

DESIRED STREET CLOSING TIME: 3 pm - 9 pm  
Block Parties should run no later than 10:00 p.m.

**REGULATIONS**

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

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

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

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

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

Applicant Signature 

Date 5/3/17


**APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE**

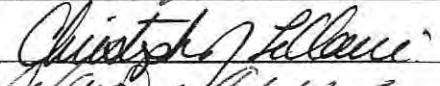
CITY MARSHALL  
4 Green Street

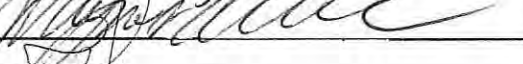
FIRE CHIEF  
Greenleaf Street

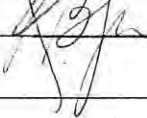
DEPUTY DIRECTOR  
1 Perry Way

CITY CLERK  
60 Pleasant St.









5/3/2017

City use only:

Approved \_\_\_\_\_ -Denied \_\_\_\_\_ Date \_\_\_\_\_

CITY OF NEWBURYPORT



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

ORDERED:

May 8, 2017

THAT the City Council of the City of Newburyport hereby orders, pursuant to Code Section 13-166, that no person shall park any vehicle on the following streets or portions thereof as follows:

**Street:** Fair Street

**Restriction:** No parking on the westerly side for a distance of 47 feet running in a southerly direction from the intersection of Middle Street.

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

*Motion to refer  
to PSafety  
JE  
roll call 11:40*