

**CITY COUNCIL MEETING AGENDA - VERSION 1**

**CITY COUNCIL CHAMBERS**

**AUGUST 13, 2018**

**7:15PM**

**POLE HEARING – Storey Avenue**

**7:30PM**

**(Sound Check)**

- 1. MOMENT OF SILENCE**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. LATE FILE ITEMS**
- 5. PUBLIC COMMENT**
- 6. MAYOR’S COMMENT**
- 7. SUPERINTENDENT OF SCHOOLS – Introduction to the School Year**

**CONSENT AGENDA**

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

**8. APPROVAL OF MINUTES**

July 16, 2018

(Approve)

**9. TRANSFERS**

- **TRAN024\_08\_13\_18** GEN Budget Contingency \$27,496.88 to Multiple \$27,496.88 (B&F)
- **TRAN025\_08\_13\_18** ASR Travel Allowance \$3,300 to ASR Salary Assessor \$3,300 (B&F)
- **TRAN026\_08\_13\_18** GEN Budget Contingency \$8,241.27 to Multiple \$8,241.27 (B&F)

**10. COMMUNICATIONS**

- **COMM070\_08\_13\_18** Trust Fund Repurposing – MH Simpson Trust (B&F)
- **COMM071\_08\_13\_18** Designated Driver Service (L&P)
- **COMM072\_08\_13\_18** The Challenge 5K Freedom Run – 10/6/18 (PS)
- **COMM073\_08\_13\_18** Bartlet Mall Day – 10/6/18 (PS)
- **COMM074\_08\_13\_18** Walk for our Poor – 9/29/18 (PS)
- **COMM075\_08\_13\_18** Outdoor Seating – Souffles (L&P)
- **COMM076\_08\_13\_18** A-Frames – Keller Williams Realty (L&P)

**11. APPOINTMENTS - NONE**

**END OF CONSENT AGENDA  
REGULAR AGENDA**

**12. MAYOR’S UPDATE**

**13. COMMUNICATIONS**

- COMM068EP\_08\_13\_18 Emergency Preamble for Cruisin' the 50s Car Show - 8/16/18
- COMM068\_08\_13\_18 Cruisin' the 50s Car Show - 8/16/18
- COMM069EP\_08\_13\_18 Emergency Preamble for Riverfront Music Festival - 9/1/18
- COMM069\_08\_13\_18 Riverfront Music Festival - 9/1/18

#### 14. APPOINTMENTS

##### Second Reading

- APPT047\_07\_16\_18 Willem E. van de Stadt 55 Highland St, Salem MA Asst Hrbrmstr 8/1/2021

#### 15. ORDERS

- ORDR051\_08\_13\_18 Restricted Parking – Fair Street Along Fair Street
- ORDR052\_08\_13\_18 Lawn Barber, Inc. – Licensed Contractor
- ORDR053\_08\_13\_18 Preservation Restriction Agreement – 5 Moseley Ave
- ORDR054\_08\_13\_18 Preservation Restriction Agreement – 241 High Street
- ORDR055\_08\_13\_18 Grant of Easement – Massachusetts Electric Company
- ORDR056\_08\_13\_18 Amendment to Parking Fees

#### 16. ORDINANCES

- ODNC025\_08\_13\_18 Colby Farm Lane Residential Overlay District

#### 15. COMMITTEE ITEMS

##### Budget & Finance

###### *In Committee:*

- ORDR007\_01\_29\_18 41C Amendment
- ORDR022\_04\_09\_18 Local Retail Sales Tax on Marijuana
- ORDR038\_05\_29\_18 G. Mello - Collection and Hauling Contract (5-Year)
- TRAN023\_07\_16\_18 Paid Parking Fund \$30K to Vehicle/Equip Purchase \$30K
- ORDR050\_7\_16\_18 CPC FY2019 Recommended Appropriations (COTW)

##### Education

###### *In Committee:*

- 

##### General Government

###### *In Committee:*

- ODNC007\_02\_12\_18 Amendment to Division 7 – City Solicitor
- ORDR016\_03\_26\_18 Naming of the Five (5) Nature Trails Contained in the Little River Trail System
- COMM048\_06\_11\_18 Ltr re: Marijuana Retailers Ballot Question

##### License & Permits

###### *In Committee:*

- COMM029\_04\_30\_18 Outdoor Seating - West Row Café
- ODNC023\_05\_29\_18 LATE FILE Amendment to Waterways Fee
- COMM065\_07\_16\_18 LATE FILE Outdoor Seating - Superfine Food
- COMM064\_07\_16\_18 A-Frame - Sea Bags

##### Neighborhoods and City Services

###### *In Committee:*

- **ORDR048\_06\_13\_16** Sidewalk Order
- **COMM111\_10\_10\_17** Petition for Road Repairs and Repaving – Squires Glen
- **ODNC020\_05\_14\_18** Amendment to Chapter 11, Parks & Recreation
- **COMM058\_06\_25\_18** Ltr re: Parks Department Operations in Atkinson Common

**Planning & Development**

*In Committee:*

- **ODNC017\_10\_30\_17** Zoning Amendment – No Use Variances (**COTW**)
- **ODNC003\_01\_29\_18** Zoning - Amendment to Table of Use Regulations
- **ODNC008\_02\_12\_18** Disposition of G. W. Brown School
- **ORDR024\_04\_09\_18** Special Act to Dissolve Newburyport Redevelopment Authority (**COTW**)
- **COMM036\_04\_30\_18** Memo re: Proposed Marijuana Zoning Amendments
- **ODNC014\_04\_30\_18** Amendment to Demolition Delay
- **ODNC016\_04\_30\_18** Marijuana Zoning - Retail Sales (**COTW**)
- **COMM042\_05\_14\_18** Ltr re: Marijuana Moratorium
- **ORDR033\_05\_14\_18** Adoption of Housing Production Plan
- **ORDR036\_05\_14\_18** Marijuana Retailers Ballot Question
- **ORDR037\_05\_14\_18** Lease of Coast Guard Auxiliary Building on Plum Island Point
- **ODNC024\_06\_11\_18** Zoning Amendment - Marijuana Retail Sales Locations (**COTW**)
- **ORDR049\_7\_16\_18** Preservation Restriction Agreement - 50-58 Middle Street

**Public Safety**

*In Committee:*

- **COMM020\_03\_12\_18** Newburyport Half Marathon - 10/21/2018
- **ODNC009\_02\_12\_18** Floating Homes, Houseboats, and Related Marinas
- **ORDR031\_04\_30\_18** No Parking Titcomb from Pleasant to Merrimac
- **ORDR032\_04\_30\_18** No Parking Merrimac St from Titcomb St Running Westerly
- **COMM047\_05\_29\_18** Jeanne Geiger 27<sup>th</sup> Annual Walk Against Violence - 10/7/18
- **ORDR043\_06\_11\_18** Paid Parking Permits
- **COMM047A\_07\_16\_18** Jeanne Geiger Walk - change of date from 10/7/18 to 10/14/2018
- **COMM063\_07\_16\_18** Ltr re: Ferry Road Traffic/Parking
- **ORDR047\_7\_16\_18** No Parking Greenleaf Street at Auburn Street

**Public Utilities**

*In Committee:*

- **COMM122\_11\_27\_17** Mobilitie Application/Small Cell Utility Petition (re-file)
- **ODNC022\_05\_29\_18** Addition to Chapter 5, Article 6 - Small Cell Sites
- **APPT044\_05\_29\_18** Roger E. Jones                      37 Storeybrooke Dr                      Water/Sewer Comm                      5/1/2023

**Rules Committee**

*In Committee:*

- 

**16. GOOD OF THE ORDER**

**17. ADJOURNMENT**

CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2018 JUL -9 AM 11:34

Questions contact John Butler-978 725 1415

**PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS**

North Andover, Massachusetts

To the City Council  
Of Newburyport Massachusetts

NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Storey Ave-National Grid to install three phase riser pole 15-50 in the public taking and 225 feet of concrete encased conduit to a three phase transformer.  
Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Storey Ave-Newburyport Massachusetts

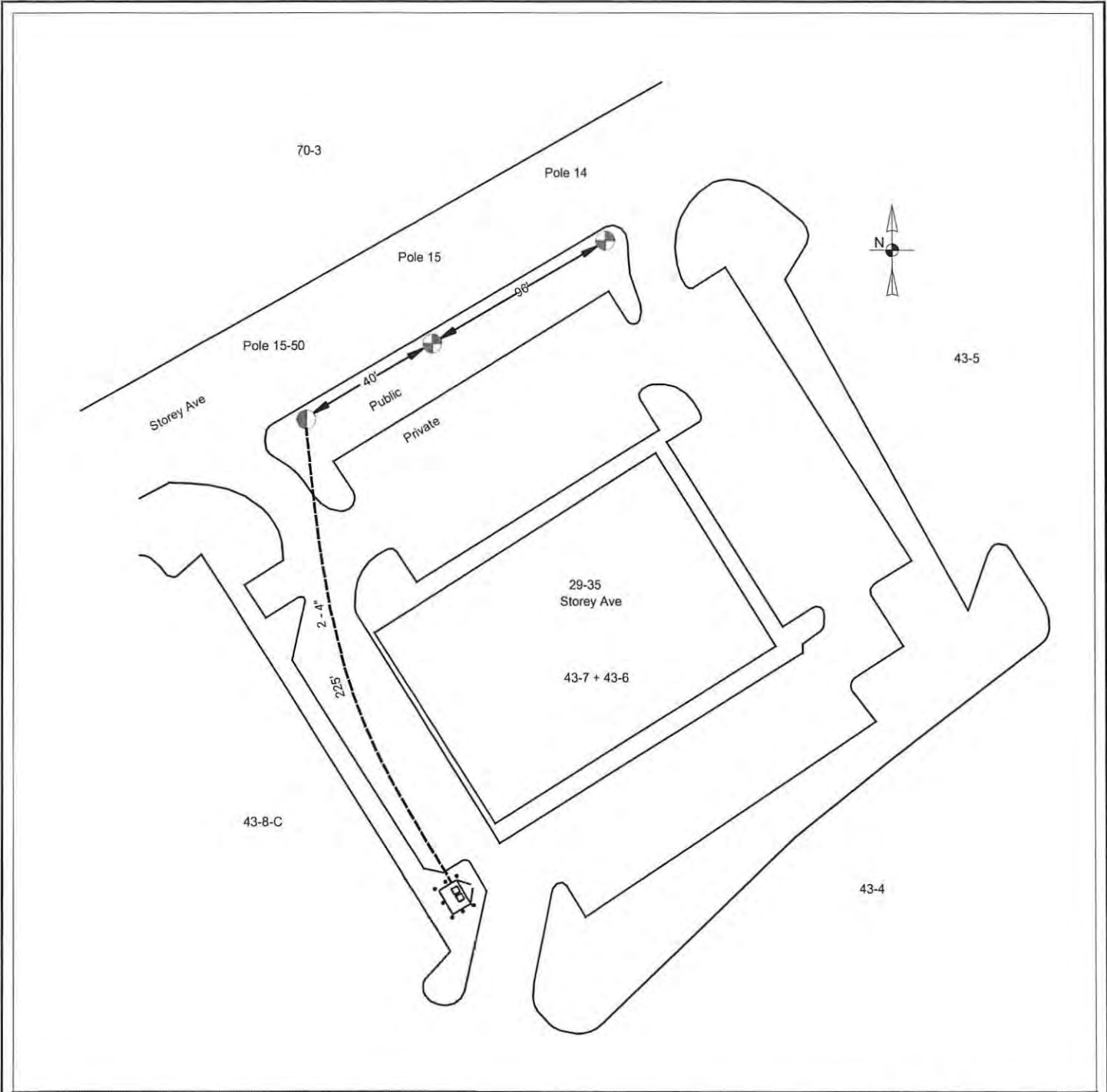
26024673 July 2, 2018

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NATIONAL GRID  
BY *Dave Johnson*  
Engineering Department

VERIZON NEW ENGLAND, INC.  
BY \_\_\_\_\_  
Manager / Right of Way



<b>JOINT OWNED POLE PETITION</b>		<b>nationalgrid</b> And <b>Verizon New England, Inc.</b>	
	Proposed J.O. Pole Locations	Date: July 2, 2018	
	Existing J.O. Pole Locations	Work Request Number: WR 26024673	
	New Three Phase Transformer	To Accompany Petition Dated: July 2, 2018	
	2 - 4" Concrete Incased Conduits	To The:      City                      Of Newburyport, Ma.	
Install new three phase riser pole 15-50 in the public taking and 225' of concrete incased conduit to a three phase transformer.		For Proposed:   Pole: 15 - 50                      Location: 29-35 Storey Ave	
DISTANCES ARE APPROXIMATE			

City

Questions contact – John Butler-978 725 1415

**ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS**

To the City Council of Newburyport Massachusetts

Notice having been given and public hearing held, as provided by law,

IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 2nd day of July 2018

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Storey Ave-Newburyport Massachusetts.

**26024673** Dated July 2, 2018. Filed with this order

There may be attached to said poles by NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Storey Ave-National Grid to install three phase riser pole 15-50 in the public taking and 225 feet of concrete encased conduit to a three phase transformer.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the  
Of the City/Town of \_\_\_\_\_, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_ 20 .

\_\_\_\_\_  
Massachusetts City/Town Clerk.  
20 .

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

Attest:  
City/Town Clerk

I hereby certify that on \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ o'clock, M  
At \_\_\_\_\_ a public hearing was held on the petition of  
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....  
.....  
.....  
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the \_\_\_\_\_ of the City of Massachusetts, on the \_\_\_\_\_ day of 20\_\_\_\_ and recorded with the records of location orders of the said City, Book \_\_\_\_\_, and Page \_\_\_\_\_. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:  
City/Town Clerk





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

RICHARD B. JONES  
CITY CLERK

July 9, 2018

Dear Property Owner:

Notice is hereby given that a public hearing will be held on the petition of National Grid and Verizon New England Inc., to install new three phase riser pole 15-50 in the public taking and 225 feet of concrete encased conduit to a three phase transformer. Location approximately as shown on the plan attached.

Said hearing will be held on Monday, August 13, 2018 at 7:15 pm, in the City Council Chamber, City Hall, Newburyport, MA. At that time, all interested parties will have an opportunity to be heard.

Sincerely,

Tricia E. Barker  
Assistant City Clerk



# CITY OF NEWBURYPORT

OFFICE OF THE  
ASSESSOR

JILL BRENNAN  
CITY ASSESSOR

NEWBURYPORT CITY HALL

60 PLEASANT STREET

NEWBURYPORT, MA 01950

TEL: 978-465-4403

FAX: 978-462-8495

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

July 9, 2018

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**TO: Richard Jones, City Clerk**

**FROM: Board of Assessors**

**RE: Storey Avenue – Install three phase riser pole 15-50  
in the public taking and 225 feet of concrete encased  
conduit to a three phase transformer.**

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

*Jill Brennan*

43/ 4/ / /

DSM MB II LLC  
875 EAST STREET  
TEWKSBURY, MA 01876

43/ 5/ / /

WENDY'S PROPERTIES LLC  
1 DAVE THOMAS BLVD  
DUBLIN, OH 43017

43/ 6/ / /

KAPLAN RICHARD E & DAVID E TRS  
C/O SBK ASSOCIATES LLC  
PO BOX 537  
MANCHESTER, CT 06045

70/ 3/ / /

BELLEVILLE CEMETERY  
26 STOREY AVE  
NEWBURYPORT, MA 01950

## **CONSENT AGENDA**

**CITY COUNCIL MEETING MINUTES**  
**CITY COUNCIL CHAMBERS**  
**JULY 16, 2018**

**7:15PM**

**POLE HEARING – Titcomb Street**

The pole hearings began at 7:15pm. John Butler from National Grid spoke in favor. Motion to approve by Councillor Giunta, seconded by Councillor Tontar. Roll call vote, 9 yes, 2 absent (Vogel, Devlin). Motion passed.

**POLE HEARING – Boston Way/Parker Street**

John Butler from National Grid spoke in favor. Motion to approve by Councillor Tontar, seconded by Councillor Giunta. Roll call vote, 9 yes, 2 absent (Vogel, Devlin). Motion passed. Motion to adjourn by Councillor OBrien, seconded by Councillor Khan.

**7:30PM**

The City Council President, Barry Connell, called the meeting to order at 7:30pm, followed by the Pledge of Allegiance and a moment of silence for Dan Leary. The City Council President then instructed the City Clerk to call the roll. The following Councillors answered present: Giunta, Khan, OBrien, Shand, Tontar, Zeid, Devlin, Earls, Eigerman, Connell. 10 present, 1 absent (Vogel).

**(Sound Check)**

**1. MOMENT OF SILENCE**

**2. PLEDGE OF ALLEGIANCE**

**3. CALL TO ORDER**

**4. LATE FILE ITEMS – COMM065EP\_07\_16\_18, COMM065\_07\_16\_18, COMM066EP\_07\_16\_18, COMM066\_07\_16\_18, COMM067EP\_07\_16\_18, COMM067\_07\_16\_18**

Motion to waive the rules, to accept late files, by Councillor Zeid, seconded by Councillor Tontar. So voted.

**5. PUBLIC COMMENT**

- |                   |               |                |
|-------------------|---------------|----------------|
| 1. Derek Hartford | 22 Jackson St | Block party    |
| 2. Matthew Gaudet | 17 State St   | Superfine Food |

**6. MAYOR'S COMMENT**

The mayor gave an update pursuant to her written communication.

**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**

June 25, 2018

(Approve)

**8. TRANSFERS**

- **TRAN023\_07\_16\_18** Paid Parking Fund \$30K to Vehicle/Equip Purchase \$30K (B&F)

**9. COMMUNICATIONS**

- **COMM047A\_07\_16\_18** Jeanne Geiger Walk - change of date from 10/7/2018 to 10/14/2018 (PS)
- **COMM061\_07\_16\_18** Tree Commission Annual Report FY2018 (R&F)
- **COMM062\_07\_16\_18** Whittier Vo Tech 2018-2019 Gross Budget (R&F)
- **COMM063\_07\_16\_18** Ltr re: Ferry Road Traffic/Parking (PS)

- **COMM064\_07\_16\_18** A-Frame - Sea Bags

(L&P)

## 10. APPOINTMENTS

- **APPT047\_07\_16\_18** Willem E. van de Stadt 55 Highland St, Salem MA Asst Hrbrmstr 8/1/2021

### END OF CONSENT AGENDA REGULAR AGENDA

Motion to approve the Consent Agenda by Councillor Zeid, seconded by Councillor Khan. So voted.

## 11. MAYOR'S UPDATE

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

## 12. COMMUNICATIONS

- **COMM065EP\_07\_16\_18** LATE FILE Emergency Preamble for Superfine Food  
Motion to approve by Councillor Eigerman, seconded by Councillor Tontar. Roll call vote, 10 yes, 1 absent (Vogel). Motion passed.
- **COMM065\_07\_16\_18** LATE FILE Outdoor Seating - Superfine Food  
Motion to approve in part, only one row of three tables, and refer remainder of application to License & Permit by Councillor Eigerman, seconded by Councillor Devlin. Roll call vote, 10 yes, 1 absent (Vogel). Motion passed.
- **COMM066EP\_07\_16\_18** LATE FILE Emergency Preamble for Figtree Kitchen  
Motion to approve by Councillor Eigerman, seconded by Councillor Earls. Roll call vote, 10 yes, 1 absent (Vogel). Motion passed.
- **COMM066\_07\_16\_18** LATE FILE Outdoor Seating - Figtree Kitchen  
Motion to approve, subject to insurance policy remaining in effect for the life of the permit, by Councillor Earls, seconded by Councillor Zeid. So voted.
- **COMM067EP\_07\_16\_18** LATE FILE Emergency Preamble for Jackson Street Block Party  
Motion to approve by Councillor Tontar, seconded by Councillor Devlin. Roll call vote, 10 yes, 1 absent (Vogel). Motion passed.
- **COMM067\_07\_16\_18** LATE FILE Block Party - Jackson Street  
Motion to approve by Councillor Tontar, seconded by Councillor Earls. So voted.

## 13. APPOINTMENTS

**Second Reading - NONE**

## 14. ORDERS

- **ORDR045\_6\_25\_18** BPB Construction, Inc. - Licensed Contractor (**TABLED**)  
Motion to remove from the table by Councillor Zeid, seconded by Councillor Khan. So voted. Motion to approve as amended, subject to the insurance policy remaining in effect for the term and the City being named as an additional insured, by Councillor Zeid, seconded by Councillor Eigerman. So voted.
- **ORDR047\_7\_16\_18** No Parking Greenleaf Street at Auburn Street  
Motion to refer to Public Safety by Councillor Shand, seconded by Councillor Tontar. So voted.
- **ORDR049\_7\_16\_18** Preservation Restriction Agreement - 50-58 Middle Street  
Motion to refer to Planning & Development by Councillor Eigerman, seconded by Councillor Tontar. So voted.
- **ORDR050\_7\_16\_18** CPC FY2019 Recommended Appropriations  
Motion to refer to Budget & Finance by Councillor Tontar, seconded by Councillor Khan. So voted.  
Motion to add Committee of the Whole by Councillor Tontar, seconded by Councillor OBrien. So voted.

## 15. ORDINANCES

- **ODNC012\_03\_26\_18** Amendment to Chapter 13, Section 13-26 (**2<sup>nd</sup> Reading**)  
Motion to approve second reading by Councillor Zeid, seconded by Councillor OBrien. Roll call vote, 10 yes, 1 absent (Vogel). Motion passed.

## 16. COMMITTEE ITEMS

### Budget & Finance

#### *In Committee:*

- **ORDR007\_01\_29\_18** 41C Amendment
- **ORDR022\_04\_09\_18** Local Retail Sales Tax on Marijuana
- **ORDR038\_05\_29\_18** G. Mello - Collection and Hauling Contract (5-Year)
- **TRAN015\_06\_11\_18** Solid Waste Fee \$15K to Resiliency Plan Technical Assistance \$15K  
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor OBrien. So voted. Motion to approve by Councillor Tontar, seconded by Councillor OBrien. Roll call vote, 8 yes, 2 no (Zeid, Devlin), 1 absent (Vogel). Motion passed.

### Education

#### *In Committee:*

- 

### General Government

#### *In Committee:*

- **ODNC007\_02\_12\_18** Amendment to Division 7 – City Solicitor
- **ORDR016\_03\_26\_18** Naming of the Five (5) Nature Trails Contained in the Little River Trail System
- **COMM048\_06\_11\_18** Ltr re: Marijuana Retailers Ballot Question

### License & Permits

#### *In Committee:*

- **COMM029\_04\_30\_18** Outdoor Seating - West Row Café
- **ODNC023\_05\_29\_18** LATE FILE Amendment to Waterways Fee
- **COMM055\_06\_25\_18** A-Frame – Sweethaven Gallery  
Motion to remove from License & Permit by Councillor Earls, seconded by Councillor Tontar. So voted. Motion to approve, contingent upon an updated insurance certificate, by Councillor Earls, seconded by Councillor Tontar. Roll call vote, 8 yes, 2 no (OBrien, Connell), 1 absent (Vogel). Motion passed.
- **COMM056\_06\_25\_18** A-Frame – Salt & Grove  
Motion to remove from License & Permit by Councillor Earls, seconded by Councillor Tontar. So voted. (Comm vote 2-0) Motion to approve as amended, contingent on the sign being placed on the northerly side of the intersection of State Street and Prince Place and the provision of a certificate of liability insurance, and amending the term to 1 year, by Councillor Earls, seconded by Councillor Tontar. Roll call vote, 8 yes, 2 no (OBrien, Connell), 1 absent (Vogel). Motion passed.
- **COMM060\_06\_25\_18** LATE FILE A-Frame – Vintage Chic  
Motion to remove from License & Permit by Councillor Earls, seconded by Councillor Tontar. So voted. Motion to approve, contingent upon an update insurance certificate and amending the term to 1 year, by Councillor Earls, seconded by Councillor Tontar. Roll call vote, 8 yes, 2 no (OBrien, Connell), 1 absent (Vogel). Motion passed.

### Neighborhoods and City Services

#### *In Committee:*

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

- ODNC020\_05\_14\_18 Amendment to Chapter 11, Parks & Recreation
- COMM058\_06\_25\_18 Ltr re: Parks Department Operations in Atkinson Common

## Planning & Development

### *In Committee:*

- ODNC017\_10\_30\_17 Zoning Amendment – No Use Variances (COTW)
- ODNC003\_01\_29\_18 Zoning - Amendment to Table of Use Regulations
- ODNC008\_02\_12\_18 Disposition of G. W. Brown School
- ORDR024\_04\_09\_18 Special Act to Dissolve Newburyport Redevelopment Authority (COTW)
- COMM036\_04\_30\_18 Memo re: Proposed Marijuana Zoning Amendments
- ODNC014\_04\_30\_18 Amendment to Demolition Delay
- ODNC016\_04\_30\_18 Marijuana Zoning - Retail Sales (COTW)
- COMM042\_05\_14\_18 Ltr re: Marijuana Moratorium
- ORDR033\_05\_14\_18 Adoption of Housing Production Plan
- ORDR036\_05\_14\_18 Marijuana Retailers Ballot Question
- ORDR037\_05\_14\_18 Lease of Coast Guard Auxiliary Building on Plum Island Point
- ODNC024\_06\_11\_18 Zoning Amendment - Marijuana Retail Sales Locations (COTW)
- ORDR046\_6\_25\_18 Preservation Restriction Agreement - 496 Merrimac Street  
Motion to remove from Planning & Development by Councillor Eigerman, seconded by Councillor Zeid. So voted. (Comm vote 3-0). Motion to approve by Councillor Eigerman, seconded by Councillor Zeid. So voted. Motion for a confirmatory roll call vote by Councillor Zeid, seconded by Councillor OBrien. 10 yes, 1 absent (Vogel). Motion passed.

## Public Safety

### *In Committee:*

- COMM020\_03\_12\_18 Newburyport Half Marathon - 10/21/2018
- ODNC009\_02\_12\_18 Floating Homes, Houseboats, and Related Marinas
- ORDR031\_04\_30\_18 No Parking Titcomb from Pleasant to Merrimac
- ORDR032\_04\_30\_18 No Parking Merrimac St from Titcomb St Running Westerly
- COMM047\_05\_29\_18 Jeanne Geiger 27<sup>th</sup> Annual Walk Against Violence - 10/7/18
- ORDR043\_06\_11\_18 Paid Parking Permits
- COMM053\_06\_25\_18 Block Party – Temple Street - 8/2/2018  
Motion to remove from Public Safety by Councillor Devlin, seconded by Councillor OBrien. So voted. (Comm vote 3-0) Motion to approve by Councillor Devlin, seconded by Councillor OBrien. So voted.
- COMM054\_06\_25\_18 Block Party – Dove Street - 8/4/2018  
Motion to remove from Public Safety by Councillor Devlin, seconded by Councillor Zeid. So voted. (Comm vote 3-0) Motion to approve by Councillor Devlin, seconded by Councillor Khan. So voted.
- COMM059\_06\_25\_18 LATE FILE Slow Bike Race – 8/1/18  
Motion to remove from Public Safety by Councillor Devlin, seconded by Councillor Zeid. So voted. Motion to approve, contingent upon applicant signature, by Councillor Devlin, seconded by Councillor Khan. So voted.

## Public Utilities

### *In Committee:*

- COMM122\_11\_27\_17 Mobilitie Application/Small Cell Utility Petition (re-file)
- ODNC022\_05\_29\_18 Addition to Chapter 5, Article 6 - Small Cell Sites
- APPT044\_05\_29\_18 Roger E. Jones                      37 Storeybrooke Dr                      Water/Sewer Comm                      5/1/2023

## Rules Committee

### *In Committee:*



- **ORDR044\_6\_25\_18** Cancellation of 8/27/2018 City Council Meeting

Motion to remove from Rules by Councillor Eigerman, seconded by Councillor Zeid. So voted. Motion to waive the rules by Councillor Eigerman, seconded by Councillor Giunta. So voted (1 no – OBrien, 1 absent - Vogel). Motion to approve by Councillor Eigerman, seconded by Councillor Khan, Roll call vote, 8 yes, 2 no (OBrien, Earls), 1 absent (Vogel). Motion passed.

**17. GOOD OF THE ORDER**

Councillor Eigerman thanked the Department of Public Services & City Electrician for straightening the streetlight posts on State Street; Councillor Shand mentioned there was an old pipe uncovered on Dove Street; Councillor Connell said thank you to Senator Ives and Representative Kelcourse for their work on two grants awarded on Beacon Hill relating to environmental matters.

**18. ADJOURNMENT**

Motion to adjourn by Councillor Zeid, seconded by Councillor OBrien. So voted. 8:59pm.

**TRANSFERS**



# City of Newburyport

## FY 2019

### BUDGET TRANSFER REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2018 AUG -7 PM 3:00

**Department:** Mayor's Office  
**Submitted by:** Donna D. Holaday, Mayor      **Date Submitted:** 8/13/2018

**Transfer From:**

Account Name	GEN Budget Contingency	YTD Bal:	\$ 40,000.00
Account Number:	01129007-57805	Category:	\$ -
Amount:	\$27,496.88	Trans I/O:	\$ -
Why are Funds Available:	<i>A contingency was budgeted for expiring collective bargaining agreements as of June 30, 2018.</i>		

**Transfer From:**

Account Name	Multiple (See attached)	YTD Bal:	\$ -
Account Number:	Multiple (See attached)	Category:	\$ -
Amount:	\$27,496.88	Trans I/O:	\$ -
Why are Funds Required:	<i>To fund the recently settled collective bargaining agreement for the Teamster's Department Head Union, Local #170. A contingency was not budgeted for the enterprise funds; should additional funding in those budgets be needed, a transfer from retained earnings will be requested. See attached memo.</i>		

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

*Donna D. Holaday*  


---

  
*Eth R Manning*

Date: 8/7/18  
 Date: 8/6/18

**Transfer from Budget Contingency to Multiple Accounts  
Submitted August 13, 2018**

<b>Org</b>	<b>Object</b>	<b>Account Description</b>	<b>Amount</b>
01141001	51101	ASR SAL ASSESSOR	\$1,695.96
01145001	51101	TRS SAL TREASURER	\$3,861.06
01151001	51101	IT SAL DIRECTOR	\$7,000.00
01182001	51101	OPD SAL PLANNING DIRECTOR	\$1,770.86
01241001	51101	BLD SAL BLDG INSPECTOR	\$1,671.04
01241001	51160	BLD SAL ASST BLDG INSPECTOR**	\$937.49
01421001	51102	DPS SAL DEPUTY DIRECTOR*	\$677.89
01421001	51117	DPS SAL ASST ENGINEER*	\$1,465.56
01421001	51119	DPS SAL CITY ENGINEER	\$613.71
01510001	51101	HLH SAL HEALTH DIR	\$1,518.98
01541001	51101	COA SAL COA DIRECTOR	\$2,633.54
01543001	51101	VET SAL VETERAN DIRECTOR	\$1,400.79
New Account		MCPPO STIPENDS	\$2,250.00
<b>Total</b>			<b>\$27,496.88</b>

\*Amount represents one-third of salary funded by General Fund.

\*\*Amount represents 35% of salary funded by General Fund.



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
DONNA D. HOLADAY

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

To: President and Members of the City Council

From: Donna D. Holaday, Mayor

Date: August 7, 2018

Re: Teamster's Department Head Local 170 – Tentative Agreement

---

The following is a summary of the agreement that has been reached in principle for July 1, 2018 – June 30, 2021 with the Teamster's Department Head bargaining unit, Local 170. The City has agreed to the terms contained herein subject to appropriation by the City Council. The Local 170 voted to ratify the terms of this agreement on July 25, 2018.

Both parties tentatively agree to the following:

**1. COLA Increases**

<i>July 1, 2018</i>	<i>2.0%</i>
<i>July 1, 2019</i>	<i>2.0%</i>
<i>July 1, 2020</i>	<i>2.0 %</i>

**2. Article XXV-Miscellaneous, Section 1 – Vehicle Reimbursement (p. 18)**

Travel stipend removed for Assessor in exchange for one-time salary adjustment for the same amount (\$3,300).

**3. Article XXV-Miscellaneous, Section 2 - Clothing Allowance (p. 18)**

Increase clothing allowance for employees currently receiving allowance:

FY19: \$650

FY20: \$675

FY21: \$700

#### 4. Article XXV-Miscellaneous, Section 3 - Stipends (p. 18)

Adds yearly stipend of \$750 for employees who receive and maintain designation as a Massachusetts Certified Public Purchasing Officer. The Mayor shall reserve the right to approve all union members for this certification.

#### 5. Salary Upgrades

<b>Position</b>	<b>Increase (\$)</b>
Assessor	\$3,300.00
Assistant City Engineer	\$3,096.25
Council on Aging Director	\$1,303.73
Harbormaster	\$8,000.00
IT Director	\$7,000.00
Local Building Inspector	\$1,312.69
Sewer Superintendent of Collections	\$9,124.00
Treasurer/Collector	\$2,181.06

(See Appendix A for a full breakdown of salaries)

**APPENDIX A  
SALARIES**

<b>Position</b>	<b>FY18 Salary</b>	<b>Upgrades</b>	<b>2% COLA</b>	<b>FY19 Salary</b>	<b>FY20 Salary</b>	<b>FY21 Salary</b>
Assessor	\$81,498.00	\$3,300.00	\$1,695.96	\$86,493.96	\$88,223.84	\$89,988.32
Assistant City Engineer	\$61,924.94	\$3,096.25	\$1,300.42	\$66,321.61	\$67,648.04	\$69,001.00
Building Commissioner	\$83,552.13	\$0.00	\$1,671.04	\$85,223.17	\$86,927.63	\$88,666.18
City Engineer	\$92,056.29	\$0.00	\$1,841.13	\$93,897.42	\$95,775.37	\$97,690.88
Council on Aging Director	\$65,186.64	\$1,303.73	\$1,329.81	\$67,820.18	\$69,176.58	\$70,560.11
Deputy DPS Director	\$101,682.78	\$0.00	\$2,033.66	\$103,716.44	\$105,790.77	\$107,906.59
Harbormaster	\$68,247.07	\$8,000.00	\$1,524.94	\$77,772.01	\$79,327.45	\$80,914.00
Health Director	\$75,949.20	\$0.00	\$1,518.98	\$77,468.18	\$79,017.54	\$80,597.89
IT Director	\$89,627.52	\$7,000.00	\$0.00	\$96,627.52	\$98,560.07	\$100,531.27
Local Building Inspector	\$65,634.40	\$1,312.69	\$1,338.94	\$68,286.03	\$69,651.75	\$71,044.79
Planning Director	\$88,543.04	\$0.00	\$1,770.86	\$90,313.90	\$92,120.18	\$93,962.58
Sewer Chief Operator	\$96,900.00	\$0.00	\$1,938.00	\$98,838.00	\$100,814.76	\$102,831.06
Sewer Superintendent of Collections	\$85,876.05	\$9,124.00	\$0.00	\$95,000.05	\$96,900.05	\$98,838.05
Treasurer/Collector	\$81,818.94	\$2,181.06	\$1,680.00	\$85,680.00	\$87,393.60	\$89,141.47
Veterans Affairs Director	\$70,039.73	\$0.00	\$1,400.79	\$71,440.52	\$72,869.33	\$74,326.72
Water Treatment Operations Superintendent	\$91,800.00	\$0.00	\$1,836.00	\$93,636.00	\$95,508.72	\$97,418.89



# City of Newburyport

## FY 2019

### BUDGET TRANSFER REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

AUG -7 PM 3:00

**Department:** Mayor's Office

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

**Date Submitted:** 8/13/2018

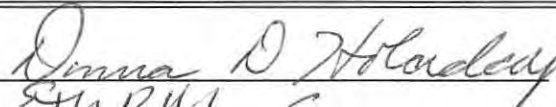
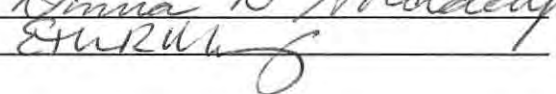
**Transfer From:**

Account Name	ASR TRAVEL ALLOWANCE	YTD Bal:	\$	7,700.00
Account Number:	01141001-51404	Category:	\$	-
Amount:	\$3,300.00	Trans I/O:	\$	-
Why are Funds Available:	<i>The Assessor's travel allowance was removed in the recently ratified collective bargaining agreement for the Teamster's Department Head Union, Local #170.</i>			

**Transfer From:**

Account Name	ASR SAL ASSESSOR	YTD Bal:	\$	75,228.94
Account Number:	01141001-51101	Category:	\$	-
Amount:	\$3,300.00	Trans I/O:	\$	-
Why are Funds Required:	<i>To fund a change in salary resulting from the recently ratified collective bargaining agreement for the Teamster's Department Head Union, Local #170.</i>			

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

Date: 8/17/18  
Date: 8/16/18





**City of Newburyport**  
**FY 2019**  
**BUDGET TRANSFER REQUEST**

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

AUG -7 PM 3:08

**Department:** Mayor's Office  
**Submitted by:** Donna D. Holaday, Mayor **Date Submitted:** 8/13/2018

**Transfer From:**

Account Name: GEN Budget Contingency YTD Bal: \$ 40,000.00  
Account Number: 01129007-57805 Category: \$ -  
Amount: \$8,241.27 Trans I/O: \$ -  
Why are Funds Available: A contingency was budgeted for expiring collective bargaining agreements as of June 30, 2018.

**Transfer From:**

Account Name: Multiple (See attached) YTD Bal: \$ -  
Account Number: Multiple (See attached) Category: \$ -  
Amount: \$8,241.27 Trans I/O: \$ -  
Why are Funds Required: When the FY19-21 AFSCME collective bargaining agreement was settled, the City agreed to an additional step for employees with 15 years of service. In the FY19 budget, a 2% step was figured in. After discussions with the union, the City has agreed to make the additional step a 3% increase over the 10 year step, in order to be consistent with the other step increases. In exchange for this amendment, the Union agreed to remove vacation language that granted 15 year employees a sixth week of vacation. The vacation will now max out at 25 days rather than 30 days.

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

Donna D. Holaday  
E. Manning

Date: 8/17/18  
Date: 8/16/18

**Transfer from Budget Contingency to Multiple Accounts  
Submitted August 13, 2018**

<b>Org</b>	<b>Object</b>	<b>Account Description</b>	<b>Amount</b>
01241001	51103	BLD SAL ADMIN ASSISTANT	\$594.98
01541001	51156	COA SAL VAN DRIVERS	\$515.34
01421001	51158	HWY SAL LABOR	\$4,056.08
01610001	51156	LIB SAL STAFF	\$1,380.34
01182001	51104	OPD SAL ADMIN ASSISTANT	\$594.98
01145001	51103	TRS STAFF SALARIES	\$1,099.55
<b>Total</b>			<b>\$8,241.27</b>

# COMMUNICATIONS



CITY OF NEWBURYPORT  
OFFICE OF THE TREASURER/COLLECTOR  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950  
P: (978) 465-4415 F: (978) 462-0883  
treasurer@cityofnewburyport.com

CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2018 AUG - 6 PM 1:51

To: President and Members of the City Council  
Cc: Mayor Donna Holaday  
From: Julie Languirand, City Treasurer  
Date: August 6, 2018  
Subject: Trust Fund Repurposing - M.H. Simpson Trust

---

During the FY19 budget workshops, we discussed the need to repurpose some trust funds whose originally stated purpose is defunct or no longer practicable. As such, the City will be moving forward with the legal process to repurpose the fund set up by M.H. Simpson for "sprinkling streets," which was likely established when many streets were unpaved and, therefore, sprinkling would help to keep the dust down during dry periods.

After discussing the options with the Trust Fund Committee, as well as, Mark Reich of KP Law, it appears that this trust would qualify to be petitioned through the Attorney General's Public Charities Division under Cy Pres doctrine. KP Law will work with the AG's office to assure that their office is in agreement and would not oppose the petition.

Since I have not been able to obtain any legal documents of the original bequest held by the City or otherwise, it is in my opinion that the City is unable to carry out the intentions of the trust and needs to assign a new purpose, as closely similar as possible, such as other street maintenance, beautification, etc., which would enable the City to utilize and expend those designated funds. The principal balance of the fund is \$21,305.39 and research shows that no funds have been granted for use for as long as we have kept record.

I will keep you updated as we go through this process.

**P. Lucia Vaughn**  
**144 Rumney Rd**  
**Revere, MA 02151**  
**603-770-6606**

CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2018 JUL 12 PM 2:47

Richard Burke Jones  
City of Newburyport  
60 Pleasant Street  
Newburyport, MA 01950

July 12, 2018

Dear Mr. Burke Jones,

I write to propose a Designated Driver service which will operate on Friday and Saturday nights using my personal vehicle, as a beta test to ascertain the viability of the full-service shuttle service, Beach Bound Kangaroo, which I proposed earlier this year. My vehicle is a 2011 Toyota Camry which is in very good condition.

It is my intent to create public awareness of the service prior to making a large financial commitment. While operating this service, I will become familiar with the locals who might also be interested in the full-service shuttle. This will allow for a more successful launch once the full-service shuttle goes online. I would hope to have the Designated Driver service up and running in the very near future, or as soon as is reasonable.

The shuttle service will include the following stops:

The Harris Street Lot

The Mall

The Circle at Mosley Woods

Cross the bridge to The Deck and Vasa parking lots and back to Nbpt

James Steam Mill

The Corner of Rolfe's Ln

The Plum Island Grill

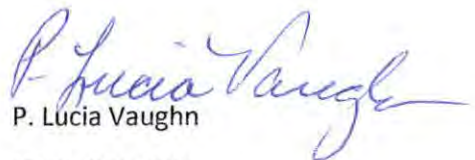
Maritime Museum

The hours of service will be from 6PM until the restaurants close where I will make one final run. I will charge a flat fee of \$5 per pick up.

I am further inspired to create relationships for satellite parking as suggested by Mayor Holaday. It's a great idea which I believe is well worth exploring.

Please let me know of any licensing and permits which might be required to move forward with this operation.

Best regards,

A handwritten signature in blue ink that reads "P. Lucia Vaughn". The signature is fluid and cursive, with the first name "P. Lucia" and the last name "Vaughn" clearly legible.

P. Lucia Vaughn

(603) 770-6606

c/c Mayor Donna Holaday

**NEWBURYPORT SPECIAL EVENT APPLICATION**

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

Tel. 617-318-1380 Fax. 617-318-1385

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

2018 AUG -7 AM 10:09

NAME OF EVENT: The Challenge 5K Freedom Run

Date: Oct 6<sup>th</sup> 2018 Time: from 10AM to 2pm

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

2. Location: MAUDSLAY STATE PARK / RIVER WALK BREWING CO

3. Description of Property: PRIVATE / OFF ROAD MAIN ROADS Public  Private

4. Name of Organizer: Boston Teen Challenge City Sponsored Event: Yes  No

Contact Person \_\_\_\_\_

Address: 16 BLOOMFIELD ST DORCHESTER Telephone: 617-318-1380

E-Mail: SSANTOS@TCBOSTON.ORG Cell Phone: \_\_\_\_\_

Day of Event Contact & Phone: STEVEN SANTOS 774-823-7491

5. Number of Attendees Expected: 400

6. MA Tax Number: 0442399

7. Is the Event Being Advertised? YES Where? WEBSITE, FLYERS, etc

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

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

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

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

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

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

Name of Carnival Operator: \_\_\_\_\_

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

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

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

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

**If yes:**

- a) How many trash receptacles will you be providing? 4
- b) How many recycling receptacles will you be providing? 4
- c) Will you be contracting for disposal of : Trash Yes  No  Recycling Yes  No
- i. If yes, size of dumpster(s): Trash \_\_\_\_\_ Recycling \_\_\_\_\_
- ii. Name of disposal company: Trash \_\_\_\_\_ Recycling \_\_\_\_\_
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes  No \_\_\_\_\_
- iv. If no, where will the trash & recycling be disposed ? \_\_\_\_\_

**If no:**

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

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

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

# 2 Standard # 1 ADA accessible

Name of company providing the portable toilets: Daves Septic Services Inc.



FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

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

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

2. Name, Address & Daytime Phone Number of Organizer:  
Boston Adult and Teen Challenge  
16 Bloomfield St Dorchester, MA 02124  
(617) 318-1350

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up  
Steven Santos  
16 Bloomfield St Dorchester MA 02124  
774-823-7491

4. Date of Event: Oct 6<sup>th</sup> Expected Number of Participants: 400

5. Start Time: 10am Expected End Time: 2pm

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

7. Locations of Water Stops (if any): EVERY MILE MARKER AND START LINE

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

9. Formation Location & Time for Participants: X

10. Dismissal Location & Time for Participants: X

11. Additional Parade Information:
- Number of Floats: 0
  - Locations of Viewing Stations: X
  - 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.

# of Detail Officers to be determined. (Ctd)

3

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

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

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

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

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

Signed: 

Date: 8-4-18





CITY CLERK'S OFFICE  
NEWBURYPORT, MA

**NEWBURYPORT SPECIAL EVENT APPLICATION**

Tel. 978/376-6376 Fax. NA 2018 JUL 31 PM 12:20

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

NAME OF EVENT: Bartlet Mall Day

Date: October 6, 2018 Time: from 11:00 am to 2:00 pm

Rain Date: October 7, 2018 Time: from 11:00 am to 2:00 pm

2. Location: Bartlet Mall

3. Description of Property: park bounded by High, Pind, Greenleaf and Auburn Streets Public  Private

4. Name of Organizer: Newburyport Parks Conserv - City Sponsored Event: Yes  No   
Contact Person Newburyport Parks D. ancy partially

Address: Andrea Eigerman 83 High St. Telephone: NA

E-Mail: andreaeigerman@yahoo.com Cell Phone: 978/376-6376

Day of Event Contact & Phone: Andrea 978/376-6376

5. Number of Attendees Expected: 150-250 people Charitable

6. MA Tax Number: 04-3049521 (Mayor Gayden W. Morrill tunnel)

7. Is the Event Being Advertised? yes Where? posters, banners, e-mails, on-line

8. What Age Group is the Event Targeted to? all ages welcome

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 3 to 5

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

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

Other Hay Ride by Park Dept. Total # 1

Name of Carnival Operator: Newburyport Parks Department

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

\*Covered under City Insurance Umbrella

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

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

11. Additional Parade Information:

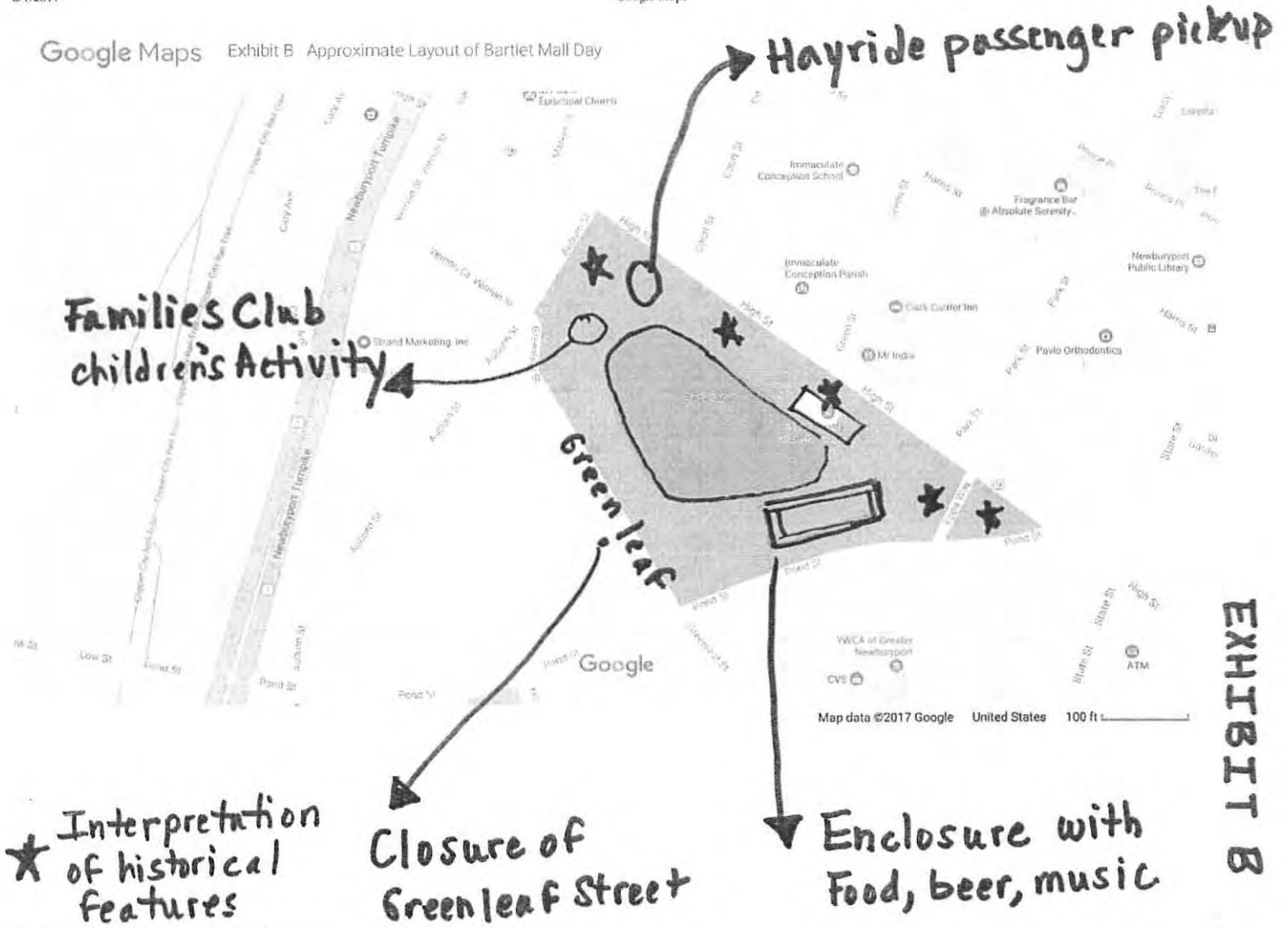
- Number of Floats: \_\_\_\_\_
- Locations of Viewing Stations: \_\_\_\_\_
- Are Weapons Being Carried: Yes \_\_\_\_\_ No \_\_\_\_\_
- Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

Google Maps Exhibit B Approximate Layout of Bartlet Mall Day



**EXHIBIT B**



# NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

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

NAME OF EVENT: St Vincent de Paul Annual WALK for our Poor

Date: Sept 29 2018 Time: from 8 30 to 11 AM

Rain Date: Sept 30 2018 Time: from 8 30 to 11 AM

2. Location: Cashman Park

3. Description of Property: City Park Public  Private

4. Name of Organizer: Immaculate Conception Parish City Sponsored Event: Yes  No

Contact Person Kathleen Williamson

Address: 188 High Rd Newbury Telephone: 978 992 6450

E-Mail: Kathie108@aol.com Cell Phone: \_\_\_\_\_

Day of Event Contact & Phone: SAME

5. Number of Attendees Expected: 100

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

7. Is the Event Being Advertised? yes Where? @ Church + in papers

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

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

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

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

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

*Jim*

*603-491-9916*

2018 AUG 16 3:07  
CITY OF NEWBURYPORT MA

**If yes:**

- a) How many trash receptacles will you be providing? 4
- b) How many recycling receptacles will you be providing? 2
- c) Will you be contracting for disposal of: Trash Yes \_\_\_\_\_ No  Recycling Yes \_\_\_\_\_ No 
  - i. If yes, size of dumpster(s): Trash \_\_\_\_\_ Recycling \_\_\_\_\_
  - ii. Name of disposal company: Trash \_\_\_\_\_ Recycling \_\_\_\_\_
  - iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes  No \_\_\_\_\_
  - iv. If no, where will the trash & recycling be disposed? \_\_\_\_\_

**If no:**

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

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

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

# \_\_\_\_\_ Standard      # \_\_\_\_\_ ADA accessible      *Not Needed*

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

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE \_\_\_\_\_

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

WALKATHON X

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon: ST Vincent de Paul of Immaculate Conception Parish  
42 Green St

2. Name, Address & Daytime Phone Number of Organizer: Kathleen Williamson 978 992 6450

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up Kathleen Williamson 978 992-6450

4. Date of Event: 9/29 <sup>Rain Date</sup> 9/30 Expected Number of Participants: 100

5. Start Time: 8:30 AM Expected End Time: 11 AM

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route): Cashman Park - Rail Trails (see map)

7. Locations of Water Stops (if any): None

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

9. Formation Location & Time for Participants: Cashman Park - 9 AM

10. Dismissal Location & Time for Participants: Cashman Park - 11 AM

11. Additional Parade Information:

• Number of Floats: none

• Locations of Viewing Stations: none

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

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

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

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

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

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

Approval  
Required

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

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

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

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

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

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

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

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

*Patricia Williams*

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

*8/2/18*

# Google Maps st vincent de Paul walk



Measure distance

Total area: 26,075.20 ft<sup>2</sup> (2,422.46 m<sup>2</sup>)

Total distance: 1.51 mi (2.43 km)

*X 2 and back*  


---

*- 3.02 miles*



**Applicant Information**

Name of organization ST VINCENT De Paul Society  
 Contact name Kathleen Williamson  
 Address 42 GREEN ST  
 City Newburyport  
 State MA Zip 01951  
 Phone 978 992 6450 Fax \_\_\_\_\_  
 Email Kathie.108a@gmail.com

contact

**Scheduling Information**

Date of Application 8/3/2018

**We request use of:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Atwood Park - South End                   | <input type="checkbox"/> Cushing Park                           | <input type="checkbox"/> Perkins Park - South End                  |
| <input type="checkbox"/> Basketball Court                          | <input type="checkbox"/> Basketball Courts                      | <small>(For ball field please use "Field Use Permit Form")</small> |
| <input type="checkbox"/> Tennis Court                              | <input type="checkbox"/> Joppa Park at the Sea Wall - South End | <input type="checkbox"/> Basketball Courts                         |
| <input type="checkbox"/> Brown Square                              | <input type="checkbox"/> Jason Sawyer Playground - Plum Island  | <input type="checkbox"/> Tennis Courts                             |
| <input checked="" type="checkbox"/> Cashman Park - North End       | <input type="checkbox"/> Basketball Court                       | <input type="checkbox"/> Moseley Woods Pavilion                    |
| <small>(For ball field please use "Field Use Permit Form")</small> | <input type="checkbox"/> Pavilion                               |  |
| <input type="checkbox"/> Basketball Courts                         | <input type="checkbox"/> March's Hill                           | <input type="checkbox"/> Bartlet Mall                              |
| <input type="checkbox"/> Tennis Courts                             | <input type="checkbox"/> Basketball Court                       | <input checked="" type="checkbox"/> Rail Trail                     |

Dates/days requested Sat 9/29 "Rain date" SUN 9/30

Time slot requested 8:30 - 11 AM  
(1 1/2 hour blocks)

Activity "Walk for Our Poor" Number of attendees approx 100

Authorized Applicant Signature Kathleen A Williamson

FOR INTERNAL USE ONLY

Approval is contingent upon approval from the following authorities:

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

ADDITIONAL COMMENTS:

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

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

For Parks Commission Use	
Date reviewed	<u>8-6-18</u>
Approved	<input checked="" type="checkbox"/>
Rejected	<input type="checkbox"/>
Comments	<u>[Signature]</u>
Donation received	_____





## City of Newburyport

# City Parks Use Rules and Regulations

### Chapter 11 Parks and Recreation, Article III Recreation Areas, Section 11-51

1. All other city ordinances applying to public areas also apply to these parks, including but not limited to the following:
  - a. Dogs must be leashed and animal waste cleaned up and disposed of pursuant to Chapter 3, Article 2 of the Code of Ordinances.
  - b. No littering is allowed.
  - c. No vandalism, damage or defacement or other acts of willful destruction of property is allowed.
  - d. Loud noise, music, and other sounds are prohibited from 10:00 pm to 7:00 am pursuant to Section XI-G of the zoning ordinance.
  - e. No snowmobiles, motorcycles, motorbikes or other motorized vehicles, with the exception of wheelchairs are allowed unless specifically authorized by city council vote.
  - f. For other activities regulated by city ordinances, additional authorization may be required by the appropriate city authority.
  - g. No activities are allowed that would potentially endanger members of the public.
2. No activities are allowed which would disturb the quiet use and enjoyment of said parks without authorization.
3. No commercial activities are allowed without authorization.
4. No commercial activities of any nature shall be allowed on any portion or section of the Bartlett Mall unless for specific, non-profit events that benefit the Newburyport community as approved by the Bartlett Mall Commission.
5. No unauthorized vehicular parking is allowed in areas other than parking lots, in accordance with signage in the parking area. No unauthorized vehicles are allowed in areas other than driveways and parking lots.
6. Alcoholic beverages are not allowed without authorization.
7. Horses are not allowed except as authorized.
8. No Dogs shall be allowed on tennis courts, fountains or other restricted park areas.
9. No bicycling, rollerblading, snowboarding, or skateboarding is allowed on park play equipment or site furnishings, including benches, curbs, walls, statuary, handrails, fountains, ponds, tennis courts, playing fields, etc. In some locations, as indicated by signage, bicycling, rollerblading, and skateboarding are not allowed at all.
10. Trash receptacles in parks are intended for the collection of refuse related to park use; the disposal of other items in park trash receptacles is not allowed. There is no dumping of private yard waste.
11. No unauthorized posting of bills, signs, or any other materials is allowed.
12. No fires are allowed except in approved, specified locations.
13. No fireworks are allowed without written permission from the Fire Chief.
14. No firearms are allowed.
15. No unauthorized camping is allowed.
16. No unauthorized change of any sort to the property, vegetation, equipment or structures in the park is allowed, including trimming, pruning, removal or harming of plantings.
17. No unauthorized use of water or electrical receptacles in the park is allowed with the specific exception of drinking fountains.
18. No unauthorized soliciting is allowed.
19. Athletic field lighting shall be turned off by 10:00 p.m.
20. Said authorization may also be denied on any of the following grounds:
  - a. the application for permit (including any required attachments and submissions) is not fully completed and executed;
  - b. the application for permit contains a material falsehood or misrepresentation;
  - c. the applicant is legally incompetent to contract or to sue and be sued;
  - d. the applicant or the person on whose behalf the application for permit was made has on prior occasions damaged park property and has not paid in full for such damage, or has other outstanding and unpaid debts to the relevant commissions;
  - e. a fully executed prior application for permit for the same time and place has been received, and a permit has been or will be granted to a prior applicant authorizing uses or activities which do not reasonably permit multiple occupancy of the particular park or part hereof;
  - f. the use or activity intended by the applicant would conflict with previously planned programs organized and conducted by the park's commission and previously scheduled for the same time and place;
  - g. the proposed use or activity is prohibited by or inconsistent with the classifications and uses of the park;
21. Fines for violation of these rules shall be established by city ordinances.
22. Any application made pursuant to these rules and regulations shall be processed in order of receipt and the authorizing board or commission shall decide whether to grant or deny an application within 30 days unless, by written notice to the applicant, it extends the period an additional 15 days.
23. Denial of an application for a permit shall clearly set forth the grounds upon which the permit was denied and, where feasible, shall contain a proposal by the relevant commission for measures by which the applicant may cure any defects in the application for permit or otherwise procure a permit.

In reference to the foregoing, the board or commission that may authorize activities is as follows:

1. For all city parks not otherwise specified here, the Parks Commission is the authorizing agency. Application for activities should be made to the Parks Commission.
2. For Atkinson Common, the board of commissioners of Atkinson Common is the authorizing agency. Application for activities should be made to the board of commissioners of Atkinson Common.
3. For Market Landing Park and other Waterfront Trust property, the Newburyport Waterfront Trust is the authorizing agency. Application for activities should be made to the Newburyport Waterfront Trust. At times when organized activities are authorized, the permitted person or organization has exclusive right to use the designated area, and others shall not disrupt the activity or intrude on the area.
4. For Bartlett Mall, the board of commissioners of Bartlett Mall is the authorizing agency. Application for activities should be made to the board of commissioners of Bartlett Mall.
5. For Moseley Woods, the board of commissioners of Moseley Woods is the authorizing agency. Application for activities should be made to the board of commissioners of Moseley Woods.

Lisè Reid,  
Parks Director  
978-465-4462  
parks@cityofnewburyport.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/08/2018

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

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

PRODUCER: Roman Catholic Archdiocese of Boston, 66 Brooks Drive, Braintree, MA 02184. CONTACT NAME: ormadmin@rcab.org. PHONE: 617-746-5742. FAX: 617-779-4572. INSURER(S) AFFORDING COVERAGE: INSURER A: Fides Insurance Group, INSURER B: National Catholic Risk Retention Group.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability sections.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance for Immaculate Conception - St. Vincent dePaul walk for Poor on September 29, 2018 or rain date September 30, 2018. Certificate Holder is an additional insured where required by written contract.

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



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2018 JUL 26 PM 4:28

## City of Newburyport

NEW FILING

RENEW

### Application

#### Food Establishment Outdoor Seating on Public Property

Date: 7/25/18  
 Name of Business Owner: Bruce L Vogel  
 Name of Property Owner: ~~WBA~~ Jessie CAVEN  
 Business Name: Soufles  
 Business Address: 14 Market Sq Business Phone: 978 828-0711  
 Number of Tables Requested: 2 Dimensions: 2x2 Material: METAL  
 Number of Chairs Requested: 4 Dimensions: \_\_\_\_\_ Material: \_\_\_\_\_

- 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.

Softies OUTDOOR SEATING

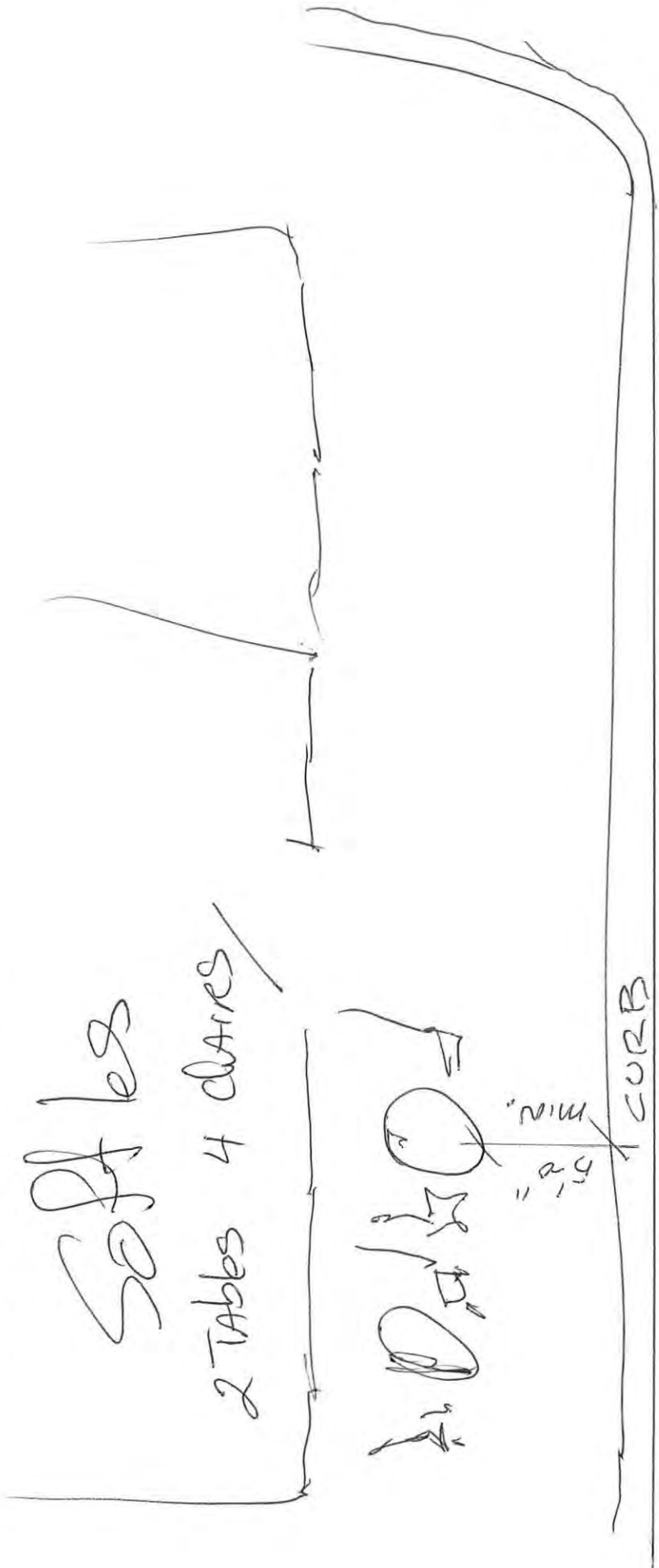
Beve Vogel

978-828-0711

1.4 MARKET SQ

Softies

2 Tables 4 chairs



MERKIN

Permit Issued: # \_\_\_\_\_

**APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY**

Application Fee \$100.00  
Date: \_\_\_\_\_

FOR CITY CLERK'S OFFICE ONLY	
Date Recorded	_____
Expiration Date:	_____
Amount Paid	_____

To the City Council of the City of Newburyport:

The undersigned requests that he/she may be granted permission to place one (1) movable sign on public property and private rights-of-way open to the public. This permission will only be effective for the listed location, and will be subject to all of the terms, conditions, and limitations set forth in the Newburyport Code of Ordinances, and any applicable State and Federal laws and any condition prescribed by the City Council and/or City Departments, including, but not limited to, those conditions appearing below.

Name of applicant Northeast Corner Realty, Inc. dba Keller Williams Realty

Home address of applicant 2 New Pasture Rd

City, State, Zip of applicant Newburyport, MA 01950

Telephone of applicant (978) 992-4050

Name of business Keller Williams Realty

Address of business 2 New Pasture Rd. Newburyport, MA 01950

Telephone of business (978) 992-9050

Description of the location and movable sign to placed on the Public Way.

Beginning of New Pasture and Gaff Rd.  
2<sup>nd</sup> location at entrance of 2 New Pasture Rd

**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 Applicant or Duly Authorized Agent  Date 8/13/18

Permit Issued: # \_\_\_\_\_

**APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY**

Application Fee \$100.00  
Date: \_\_\_\_\_

FOR CITY CLERK'S OFFICE ONLY	
Date Recorded	_____
Expiration Date:	_____
Amount Paid	_____

To the City Council of the City of Newburyport:

The undersigned requests that he/she may be granted permission to place one (1) movable sign on public property and private rights-of-way open to the public. This permission will only be effective for the listed location, and will be subject to all of the terms, conditions, and limitations set forth in the Newburyport Code of Ordinances, and any applicable State and Federal laws and any condition prescribed by the City Council and/or City Departments, including, but not limited to, those conditions appearing below.

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Home address of applicant 2 New Pasture Rd

City, State, Zip of applicant Newburyport, MA 01950

Telephone of applicant (978) 992-4050

Name of business Keller Williams Realty

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Telephone of business (978) 992-9050

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Signature of Applicant or Duly Authorized Agent  Date 8/8/18



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/07/2018

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

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

<b>PRODUCER</b> Archer Insurance 271 CABOT ST BEVERLY MA 01915		<b>CONTACT NAME:</b> Neal Hutchins <b>PHONE (A/C, No, Ext):</b> (978) 922-4600 <b>FAX (A/C, No):</b> (978) 922-9276 <b>E-MAIL ADDRESS:</b> neal@archerinsuranceinc.com	
<b>INSURED</b> Northeast Corner Realty, Inc DBA Keller Williams Realty 2 New Pasture Road Suite 1 Newburyport MA 01950		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The Hartford NAIC # 29459 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL1853004158

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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			08 SBA AA9015	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<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			08 WEC AB7SQY	04/01/2018	04/01/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Error & Omissions Insurance			00 PS 0306973-18	04/01/2018	04/01/2019	Occurrence Limit \$2,000,000 Aggregate Limit \$2,000,000 Deductible \$5,000

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

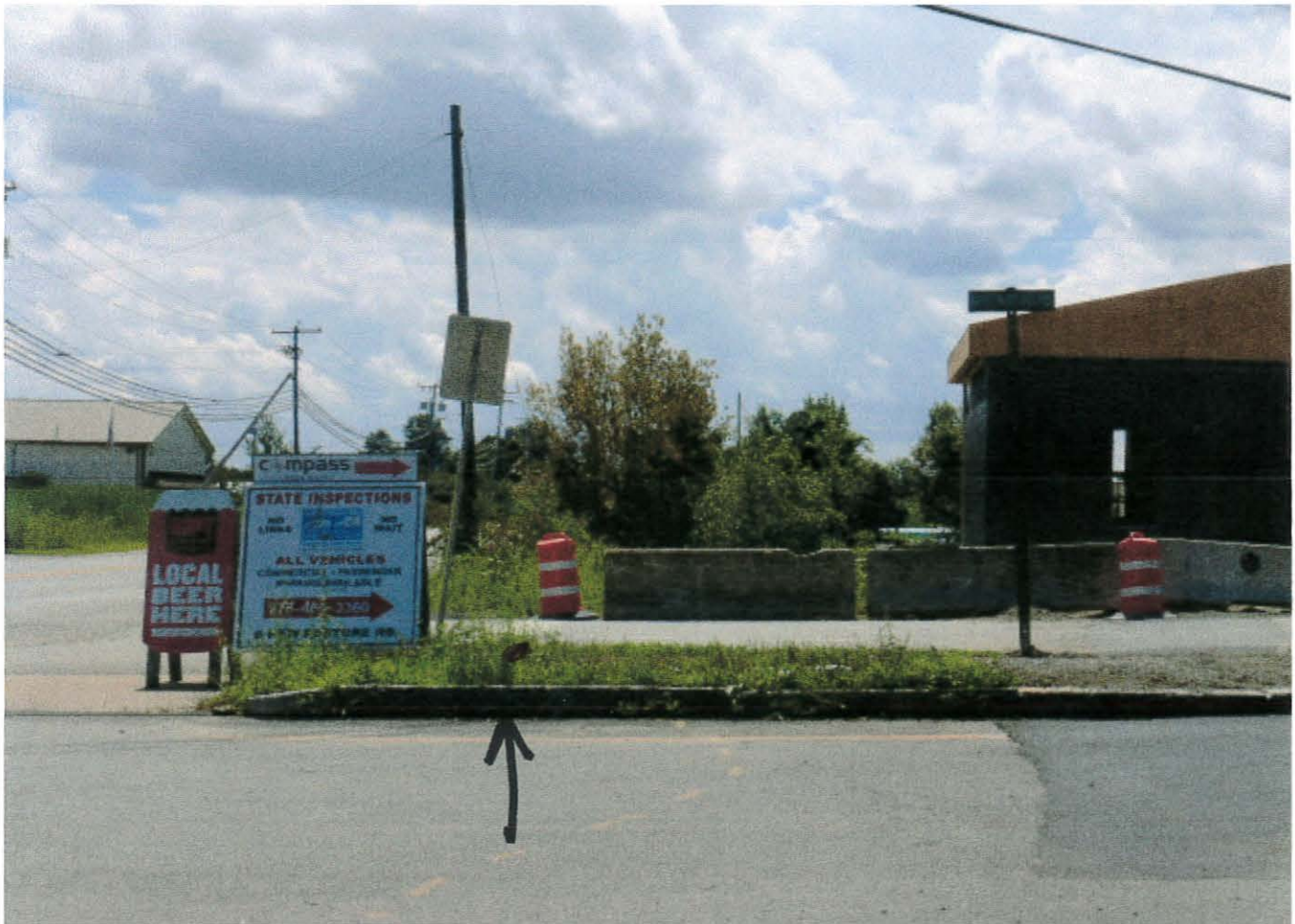
Additional Named Insured:

City of Newburyport  
 60 Pleasant Street  
 P.O. Box 550  
 Newburyport, MA 01950

**CERTIFICATE HOLDER****CANCELLATION**

City of Newburyport 60 Pleasant Street P.O. Box 550 Newburyport MA 01950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**NORTHEAST CORNER REALTY INC.**

**3718**

City of Newburyport	3718	8/8/2018	\$100.00
Sign Permit Account Detail:	6-3040 Dues - Other		\$100.00

**NORTHEAST CORNER REALTY INC.**

**3717**

City of Newburyport	3717	8/8/2018	\$100.00
Sign Permit 2 New Pasture Road Account Detail:	6-3040 Dues - Other		\$100.00

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

## COMMUNICATIONS

CITY OF NEWBURYPORT



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IN CITY COUNCIL

**ORDERED:**

August 13, 2018

**EMERGENCY PREAMBLE**

Pursuant to Charter Section 2-9 (b) and as further defined in Section 1-7(7) an emergency exists due to the fact that the matter referenced in COMM068\_08\_13\_18, a special event application for the 7<sup>th</sup> Annual Cruisin' the 50s Car Show, is time-sensitive due to the date of the event being prior to the next Council meeting on September 10, 2018.

Therefore, the City Council hereby affirmatively declares that an emergency exists such that COMM068\_07\_16\_18 may be voted upon at its first introduction to this Council.

---

Councillor Jared J. Eigerman



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2018 JUL 23 3:11 PM  
388 Marginal Street, Newburyport, MA 01950  
O: 978-462-6680 F: 978-465-4145

www.newburyportchamber.org  
info@newburyportchamber.org

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

July 19, 2018

Dear President Connell,

The 7<sup>th</sup> Annual Cruisin' the 50's Car Show is Thursday, August 16<sup>th</sup>, from 5:00 PM to 8:00 PM. This free community event draws huge, enthusiastic crowds each year to this historic seaport. Visitors not only get an up-close view of 200 specifically selected classic cars from across New England, but they also get to enjoy our many fine restaurants and shops.

We are respectfully requesting access to close State Street, Pleasant Street, and Inn Street from 2:00 PM to 9:00 PM, as cars will arrive around 3:00 PM. In regards to State Street, we are requesting closure from Market Square to the intersection of State Street and Harris Street. For Pleasant Street we are requesting closure from State Street to Green Street. We are also requesting vehicle access to Inn Street for parking the classic cars. Finally, we are requesting that access to Harris Street be restricted to residents only. This request for Harris Street is to prevent an abundance of vehicles attempting to bypass downtown via Green Street to Harris Street, which becomes a safety issue as vehicles turn right onto State Street, where a number of pedestrians are enjoying the show.

The Greater Newburyport Chamber of Commerce has already spoken with City Marshall, Mark Murray, regarding the use of police details to ensure that this is a safe event for all.

Sincerely,

Frank G. Cousins, Jr.

President  
Greater Newburyport Chamber of Commerce & Industry

# NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. 978-462-6680 Fax.

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

NAME OF EVENT: 7<sup>th</sup> Annual Cruisin' the 50's Car Show

Date: 08/16/2018 Time: from 5PM to 8PM  
Rain Date: 08/23/2018 Time: from 5PM to 8PM

2. Location: Downtown: State Street, Pleasant Street, Inn Street, Bullnose

3. Description of Property: Cars along streets, band in bullnose Public  Private

4. Name of Organizer: Greater Newburyport Chamber City Sponsored Event: Yes  No

Contact Person Frank Cousins Jr.

Address: 38R Merrimac Street Telephone: 978-462-6680 x150

E-Mail: fcousins@newburyportchamber.org Cell Phone: 508-527-2077

Day of Event Contact & Phone: Elisabeth Hurley 508-212-8289

5. Number of Attendees Expected: 5,000

6. MA Tax Number: 04-2384695

7. Is the Event Being Advertised? yes Where? Whip's Wheels, Facebook, Instagram, Cool 94.1

8. What Age Group is the Event Targeted to? Baby boomers, families with childrens

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

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

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

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

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

Name of Carnival Operator: \_\_\_\_\_

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

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

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

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



**If yes:**

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

**If no:**

- a) # of trash container(s) to be provided by DPS 11 (Tot Lot: 1  
State @ Harris: 1 ; State @ Charter: 1  
Bullnose: 4 ; State @ Pleasant: 2 ; Pleasant @ Inmid)
- b) # of recycling container(s) to be provided by Recycling Office \_\_\_\_\_
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

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

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

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

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

N/A

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE \_\_\_\_\_

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

WALKATHON \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

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

11. Additional Parade Information:

• Number of Floats: \_\_\_\_\_

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

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

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

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

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

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

### Limitations

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

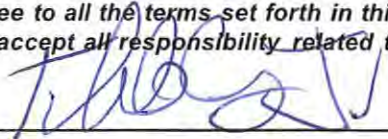
- (e) *"Road Closure"* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers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

**13-101 Enforcement**

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

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

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



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

07/20/2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2018

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

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<b>PRODUCER</b> Eastern Insurance Group LLC 233 West Central St  Natick MA 01760  <b>INSURED</b> Greater Newburyport Chamber of Commerce, DBA: 38 R Merrimac Street  Newburyport MA 01950	<b>CONTACT NAME:</b> Stewart Campbell <b>PHONE (A/C, No, Ext):</b> (800) 333-7234 <b>E-MAIL ADDRESS:</b> SCampbell@easterninsurance.com <b>FAX (A/C, No):</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Company <b>INSURER B:</b> NorGuard <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b>  31470
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**COVERAGES** **CERTIFICATE NUMBER:** 18 GL, WC **REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of coverage for Car Show to be held 8/16/2018.

<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/CADMAM
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CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

August 13, 2018

**EMERGENCY PREAMBLE**

Pursuant to Charter Section 2-9 (b) and as further defined in Section 1-7(7) an emergency exists due to the fact that the matter referenced in COMM069\_08\_13\_18, a special event application for the 17<sup>th</sup> Annual Riverfront Music Festival, is time-sensitive due to the date of the event being prior to the next Council meeting on September 10, 2018.

Therefore, the City Council hereby affirmatively declares that an emergency exists such that COMM069\_07\_16\_18 may be voted upon at its first introduction to this Council.

---

Councillor Jared J. Eigerman



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

38R Merrimac Street, Newburyport, MA 01950

O: 878-462-6680 F: 978-465-4145

2018 JUL 23 PM 3:05

[www.newburyportchamber.org](http://www.newburyportchamber.org)

[info@newburyportchamber.org](mailto:info@newburyportchamber.org)

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

July 20, 2018

Dear President Connell,

The 17<sup>th</sup> Annual Newburyport Riverfront Music Festival is Saturday, September 1, 2018 from 12:00 PM to 7:00 PM. This free community event draws enthusiastic crowds each year to downtown Newburyport. Visitors not only enjoy listening to the headlining acts and upcoming musicians, but they also enjoy our many fine restaurants and shops.

We are respectfully requesting the ability to close Merrimac Street from Green Street to Market Square due to the number of anticipated attendees. Pedestrians cross Merrimac Street in large numbers to access retailers, restaurants, and to access municipal parking. Additionally, we request the use of the bullnose in Market Square for vendors to sell food and goods.

Ensuring the safety of our residents and visitors is our priority. The Greater Newburyport Chamber of Commerce has been working extensively with City Marshall Mark Murray regarding the use of police details to ensure that this is a safe event for all. Planning for this event is being done in conjunction with WXRV 92.5 The River, and a permit from The Waterfront Trust has been secured for use of Waterfront Park.

Sincerely,

A handwritten signature in black ink, appearing to read "Elisabeth Hufley".

Elisabeth Hufley  
Membership Development  
Greater Newburyport Chamber of Commerce & Industry

# NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. 978-462-6680 Fax. \_\_\_\_\_

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

NAME OF EVENT: Riverfront Music Festival

Date: 09/01/2018 Time: from \_\_\_\_\_ to \_\_\_\_\_

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

2. Location: Market Square

3. Description of Property: Bullnose of Market Square Public  Private \_\_\_\_\_

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

Contact Person: Frank Cousins, Jr.

Address: 38 R Merrimack St. Telephone: 978-462-6680 x150

E-Mail: FCousins@newburyportchamber.org Cell Phone: 508-527-2077

Day of Event Contact & Phone: Elisabeth Hurley 508-212-8289

5. Number of Attendees Expected: 5,000

6. MA Tax Number: 04-2384695

7. Is the Event Being Advertised? Yes Where? The River 92.5, Facebook, Insta Gram

8. What Age Group is the Event Targeted to? Families, 25-65

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

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

A. Vending: Food  Beverages  Alcohol \_\_\_\_\_ Goods  Total # of Vendors 7

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

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

Name of Carnival Operator: \_\_\_\_\_

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

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

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

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



**If yes:**

- a) How many trash receptacles will you be providing? \_\_\_\_\_
- b) How many recycling receptacles will you be providing? \_\_\_\_\_
- c) Will you be contracting for disposal of : **Trash** Yes  No  **Recycling** Yes  No 
  - i. If yes, size of dumpster(s): **Trash** 30 yard **Recycling** \_\_\_\_\_
  - ii. Name of disposal company: **Trash** G.Mello **Recycling** \_\_\_\_\_
  - iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes  No
  - iv. If no, where will the trash & recycling be disposed ? \_\_\_\_\_

**If no:**

- a) # of trash container(s) to be provided by DPS 0 in Bullnose
- b) # of recycling container(s) to be provided by Recycling Office 2 in Bullnose
- 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)

# 22 Standard # 2 ADA accessible

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

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

PARADE \_\_\_\_\_

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

WALKATHON \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

11. Additional Parade Information:

• Number of Floats: \_\_\_\_\_

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

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

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

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

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

FIRE CHIEF \_\_\_\_\_

0 Greenleaf St.

DEPUTY DIRECTOR \_\_\_\_\_ 16A Perry Way

CITY CLERK \_\_\_\_\_

60 Pleasant St.

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

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

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

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

**Limitations**

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

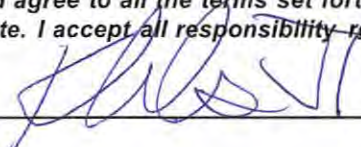
- (e) *"Road Closure"* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers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

**13-101 Enforcement**

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

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

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



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

07/20/2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/8/2018

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

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

<b>PRODUCER</b> Eastern Insurance Group LLC 233 West Central St  Natick MA 01760  <b>INSURED</b> Greater Newburyport Chamber of Commerce, DBA: 38 R Merrimac Street  Newburyport MA 01950	<b>CONTACT NAME:</b> Stewart Campbell <b>PHONE (A/C No, Ext):</b> (800) 333-7234 <b>E-MAIL:</b> SCampbell@easterninsurance.com <b>ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Company <b>INSURER B:</b> NorGuard <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX (A/C, No):</b>  <b>NAIC #</b> 31470
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**COVERAGES**                      **CERTIFICATE NUMBER:** 18 GL, WC                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					
A	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PRPK1851216	8/5/2018	8/5/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A	GRWC980485	4/23/2018	4/23/2019	<input checked="" type="checkbox"/> PER STATUTE    OTH-ER E.L EACH ACCIDENT \$ 100,000 E.L DISEASE - EA EMPLOYEE \$ 100,000 E.L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of coverage for Car Show to be held 8/16/2018.

<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/CADMAM
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# CERTIFICATE OF LIABILITY INSURANCE

9NORT60

OP ID: DN

DATE (MM/DD/YYYY)

08/01/2018

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

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<b>PRODUCER</b> John J Walsh Ins Agency, Inc P O Box 4407 Salem, MA 01970-6407 John J. Walsh Ins. Agcy., Inc.	<b>CONTACT NAME:</b> John J. Walsh Ins. Agcy., Inc. <b>PHONE (A/C, No, Ext):</b> 978-745-3300 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 978-745-9557													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : United States Liab Ins Co</td> <td></td> </tr> <tr> <td>INSURER C : A.I.M. Mutual Ins. Companies</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company		INSURER B : United States Liab Ins Co		INSURER C : A.I.M. Mutual Ins. Companies		INSURER D :		INSURER E :		INSURER F :
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INSURER C : A.I.M. Mutual Ins. Companies															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> North Shore Bartending Service Inc. c/o George McCabe 11 D Russell St Salem, MA 01970															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NN663457	03/04/2018	03/04/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	VWC10060221082017A	02/24/2018	02/24/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	Liquor Liability			CL1596225D	03/04/2018	03/04/2019		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
event: August 31 & Sept. 1, 2018. The following are listed as additional insureds: The Greater Newburyport Chamber of Commerce & Industry, Northeast Broadcasting dba WXRV/92.5 the River, The Waterfront Trust, The Newburyport Redevelopment Authority, Seaboard Distributors (AB-INBev), Firehouse Center for the Arts, Tito's Handmade Vodka and Comcast Video Productions & Services

<b>CERTIFICATE HOLDER</b>  City of Newburyport named as additional insured 60 Pleasant Street Newburyport, MA	<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 J. Walsh Ins. Agcy., Inc.
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**APPOINTMENTS  
SECOND READING**

**SECOND READING APPOINTMENTS**

- APPT047\_07\_16\_18 Willem E. van de Stadt 55 Highland St, Salem MA Asst Hrbrmstr 8/1/2021

Motion to approve the Consent Agenda by Councillor Zeid, seconded by Councillor Khan. So voted.



# ORDERS

# CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 13, 2018

AN ORDER TO RESTRICT PARKING AT DESIGNATED POINTS ALONG FAIR STREET

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 13-168	Parking restricted on certain streets.

*Add the following new row to the table of streets or portions of streets upon which no person shall park any vehicle, as follows, with additions italicized and double-underlined:*

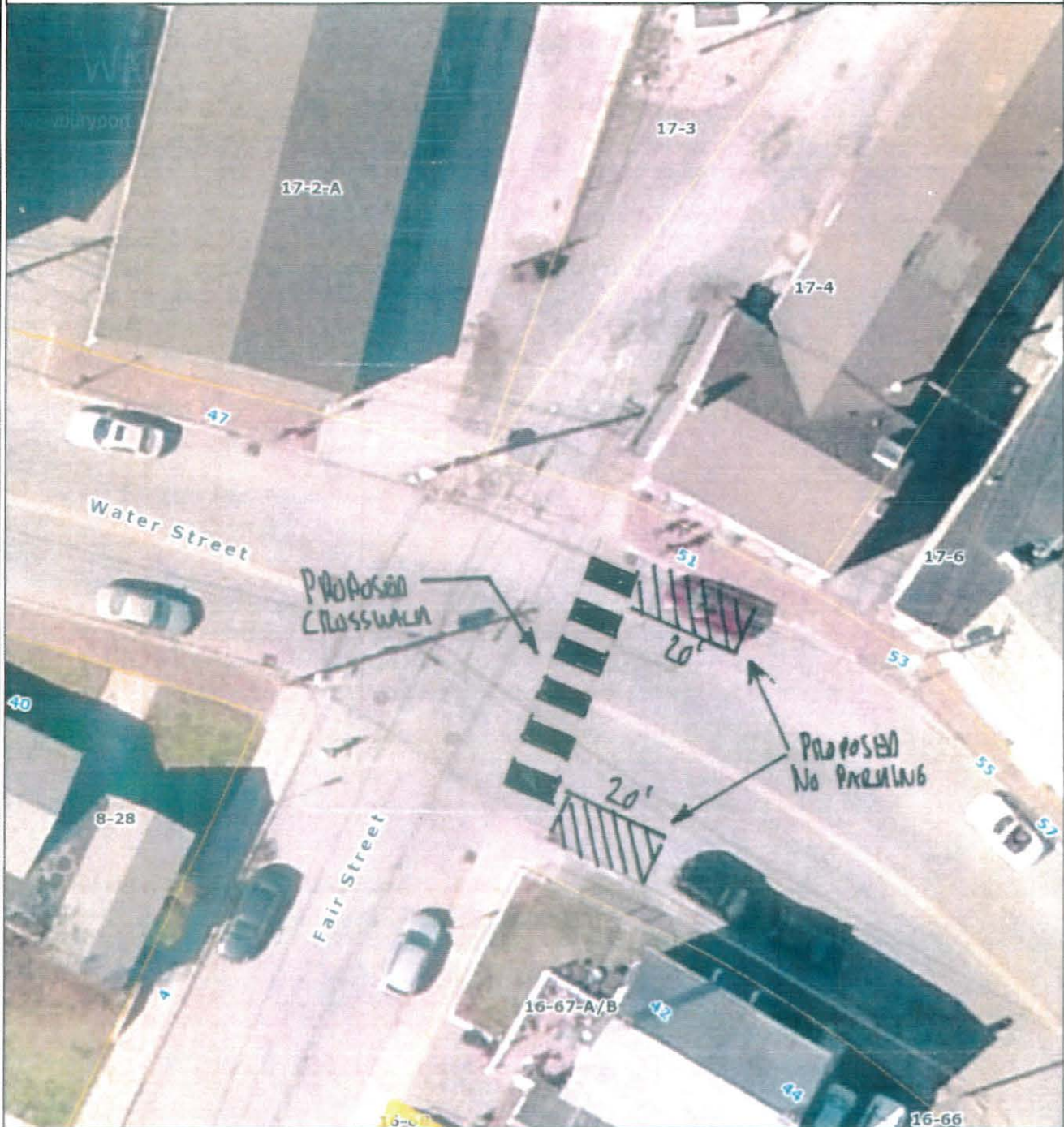
<u>Water Street</u>	<u>No parking on the northerly and southerly sides from Fair Street running in an easterly direction for a distance of twenty-six (26) feet, to accommodate a crosswalk six (6) feet in width across Water Street at this location.</u>
---------------------	---

\_\_\_\_\_  
Councillor Jared Eigerman

# WATER STREET ~~NEWBURYPORT~~ FAIR STREET - PROPOSED CROSSWALK

Newburyport MIMAP

June 22, 2018



- MVPC Bo
- Trees**
- Immediate Action Needed
- No Action Needed
- Unknown
- Parcels
- Hydrographic Features
- Streams**
- Stream
- Intermittent Stream
- Wetlands**
- City
- City and State
- State

1" = 23 ft



Horizontal Datum: MA Stateplane Coordinate System, Datum NAD83.  
 Meters: Data Sources: The data for this map was produced by Merrimack Valley Planning Commission (MVPC) using data provided by the City of Newburyport. Additional data provided by the Executive Office of Environmental Affairs/MassGIS. The information depicted on this map is for planning purposes only. It may not be adequate for legal boundary definition or regulatory interpretation. THE CITY OF NEWBURYPORT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE CITY OF NEWBURYPORT DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION.

CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

August 13, 2018

**THAT** the City Council of the City of Newburyport approves the following Licensed Contractor application for the 2018 construction year for Water, Sewer, Drain Layer, Roadway, and Sidewalk work:

Lawn Barber, Inc.  
PO Box 2970  
Acton, MA 01720

---

Councillor Sharif I. Zeid  
Public Utilities Chairperson



CITY OF NEWBURYPORT

CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2018 JUL 25 PM 1:20

DEPARTMENT  
OF  
PUBLIC SERVICES

**MEMORANDUM**

ANTHONY J. FURNARI  
DIRECTOR

**TO:** Richard Jones, City Clerk  
**FROM:** Wayne S. Amaral, DPS Deputy Director *WSA*  
**DATE:** July 23, 2018  
**RE:** License Contractor Application and recommendation for 2018 Season

WAYNE S. AMARAL  
DEPUTY DIRECTOR /  
DIRECTOR OF OPERATIONS

16A PERRY WAY  
NEWBURYPORT, MA 01950

TEL: 978-465-4464

FAX: 978-465-1623

WWW.CITYOFNEWBURYPORT.COM

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

Lawn Barber Inc  
P.O. Box 2970  
Acton, MA 01720

For the following work;

Water Service  
Sewer Service  
Drain Laying  
Roadway  
Sidewalk

Thank you for your attention to this matter.



CITY OF NEWBURYPORT  
DEPARTMENT OF PUBLIC SERVICES

16A PERRY WAY  
NEWBURYPORT, MA 01950

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

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

**Application to become a  
Licensed Contractor**

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

**Today's Date:** 7/18/18

**Name of Company:** Lawn Barber Inc. / Phaneuf Associates

Name of Owner: Neil Phaneuf

Contact Person: Steve Phaneuf

Street Address: PO Box 2970 City: Acton State: MA Zip Code: 01720

Phone #: 978-263-5222 Cell #: 508-962-8106 Fax #: 978-263-5556

Insurance Certificate #: attached Policy Expiration Date: 4/8/19

Name and Contact Information of Insurer: Lauren Bombara; 781-398-9341

Bond # MA5133058 Bond Expiration Date: 7/18/19

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

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

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

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

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

**APPLICANT SIGNATURE**



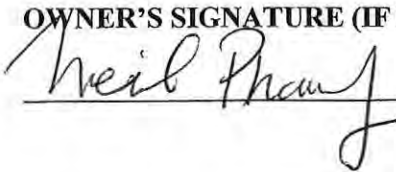
**DATE:**

7/18/18

**EXCAVATOR SIGNATURE (IF DIFFERENT)**

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

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



**DATE:**

7-18-18

**DEPUTY DIRECTORS SIGNATURE**

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

By signing this form, the applicant, owner, and excavator all acknowledge and certify that they are familiar with, or, before commencement of the work, will become familiar with, all laws and regulations applicable to work proposed, including OSHA regulations, G.L. C. 82a, 520 CMR 7.00 et seq., and any applicable municipal ordinances, by-laws and regulations and they covenant and agree that all work done under the permit issued for such work will comply therewith in all respects and with the conditions set forth below.

The undersigned owner authorizes the applicant to apply for the permit and the excavator to undertake such work on the property of the owner, and also, for the duration of construction, authorizes persons duly appointed by the municipality to enter upon the property to monitor and inspect the work for conformity with the conditions attached hereto and the laws and regulations governing such work.

The undersigned applicant, owner and excavator agree jointly and severally to reimburse the municipality for any and all costs and expenses incurred by the municipality in connection with this permit and the work conducted hereunder, including but not limited to enforcing the requirements of state law and conditions of this permit, inspections made to assure compliance therewith, and measures taken by the municipality to protect the public where the applicant owner or excavator has failed to comply therewith including police details and other remedial measures deemed necessary by the municipality.

The undersigned applicant, owner and excavator agree jointly and severally to defend, indemnify, and hold harmless the municipality and all of its agents and employees from any and all liability, causes or action, costs, and expenses resulting from or arising out of any injury, death, loss, or damage to any person or property during the work conducted under this permit. Conditions and Requirements Pursuant To G.L.C.82a And 520 CMR 7.00 Et Seq. (As Amended)

By signing the application, the applicant understands and agrees to comply with the following:

- i. No trench may be excavated unless the requirements of sections 40 through 40D of chapter 82, and any accompanying regulations, have been met and this permit is invalid unless and until said requirements have been complied with by the excavator applying for the permit including, but not limited to, the establishment of a valid excavation number with the underground plant damage prevention system as said system is defined in section 76D of chapter 164 (DIG SAFE);
- ii. Trenches may pose a significant health and safety hazard. Pursuant to Section 1 of Chapter 82 of the General Laws, an excavator shall not leave any open trench unattended without first making every reasonable effort to eliminate any recognized safety hazard that may exist as a result of leaving said open trench unattended. Excavators should consult regulations promulgated by the Department of Public Safety in order to familiarize themselves with the recognized safety hazards associated with excavations and open trenches and the procedures required or recommended by said department in order to make every reasonable effort to eliminate said safety hazards which may include covering, barricading or otherwise protecting open trenches from accidental entry.
- iii. Persons engaging in any in any trenching operation shall familiarize themselves with the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P "Excavations".
- iv. Excavators engaging in any trenching operation who utilize hoisting or other mechanical equipment subject to chapter 146 shall only employ individuals licensed to operate said equipment by the Department of Public Safety pursuant to said chapter and this permit must be presented to said licensed operator before any excavation is commenced;
- v. By applying for, accepting and signing this permit, the applicant hereby attests to the following: (1) that they have read and understands the regulations promulgated by the Department of Public Safety with regard to construction related excavations and trench safety; (2) that he has read and understands the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P "Excavations" as well as any other excavation requirements established by this municipality; and (3) that he is aware of and has, with regard to the proposed trench excavation on private property or proposed excavation of a city or town public way that forms the basis of the permit application, complied with the requirements of sections 40-40D of chapter 82A.
- vi. This permit shall be posted in plain view on the site of the trench.

For additional information please visit the Department of Public Safety's website at [www.mass.gov/dps](http://www.mass.gov/dps)



### Summary of Excavation and Trench Safety Regulation (520 CMR 14.00 et seq.)

This summary was prepared by the Massachusetts Department of Public Safety pursuant to G.L.c.82A and does not include all requirements of the 520 CMR 14.00. To view the full regulation and G.L.c.82A, go to [www.mass.gov/dps](http://www.mass.gov/dps). Pursuant to M.G.L. c. 82, § 1, the Department of Public Safety, jointly with the Division of Occupational Safety, drafted regulations relative to trench safety. The regulation is codified in section 14.00 of title 520 of the Code of Massachusetts Regulations. The regulation requires all excavators to obtain a permit prior to the excavation of a trench made for a construction-related purpose on public or private land or rights-of-way. All municipalities must establish a local permitting authority for the purpose of issuing permits for trenches within their municipality. Trenches on land owned or controlled by a public (state) agency requires a permit to be issued by that public agency unless otherwise designated.

In addition to the permitting requirements mandated by statute, the trench safety regulations require that all excavators, whether public or private, take specific precautions to protect the general public and prevent unauthorized access to unattended trenches. Accordingly, unattended trenches must be covered, barricaded or backfilled. Covers must be road plates at least ¾" thick or equivalent; barricades must be fences at least 6' high with no openings greater than 4" between vertical supports; backfilling must be sufficient to eliminate the trench. Alternatively, excavators may choose to attend trenches at all times, for instance by hiring a police detail, security guard or other attendant who will be present during times when the trench will be unattended by the excavator.

The regulations further provide that local permitting authorities, the Department of Public Safety, or the Division of Occupational Safety may order an immediate shutdown of a trench in the event of a death or serious injury; the failure to obtain a permit; or the failure to implement or effectively use adequate protections for the general public. The trench shall remain shutdown until re-inspected and authorized to re-open provided, however, that excavators shall have the right to appeal an immediate shutdown. Permitting authorities are further authorized to suspend or revoke a permit following a hearing. Excavators may also be subject to administrative fines issued by the Department of Public Safety for identified violations.

### Summary of 1926 CFR Subpart P -OSHA Excavation Standard

This is a worker protection standard, and is designed to protect employees who are working inside a trench. This summary was prepared by the Massachusetts Division of Occupational Safety and not OSHA for informational purposes only and does not constitute an official interpretation by OSHA of their regulations, and may not include all aspects of the standard. For further information or a full copy of the standard go to [www.osha.gov](http://www.osha.gov).

- **Trench Definition per the OSHA standard:**
  - An excavation made below the surface of the ground, narrow in relation to its length.
  - In general, the depth is greater than the width, but the width of the trench is not greater than fifteen feet.
- **Protective Systems** to prevent soil wall collapse are always required in trenches deeper than 5', and are also required in trenches less than 5' deep when the competent person determines that a hazard exists. Protection options include:
  - Shoring. Shoring must be used in accordance with the OSHA Excavation standard appendices, the equipment manufacturer's tabulated data, or designed by a registered professional engineer.
  - Shielding (Trench Boxes). Trench boxes must be used in accordance with the equipment manufacturer's tabulated data, or a registered professional engineer.
  - Sloping or Benching. In Type C soils (what is most typically encountered) the excavation must extend horizontally 1 ½ feet for every foot of trench depth on both sides, 1 foot for Type B soils, and ¾ foot for Type A soils.
  - A registered professional engineer must design protective systems for all excavations greater than 20' in depth.
- **Ladders** must be used in trenches deeper than 4'.
  - Ladders must be inside the trench with workers at all times, and located within 25' of unobstructed lateral travel for every worker in the trench.
  - Ladders must extend 3' above the top of the trench so workers can safely get onto and off of the ladder.
- **Inspections** of every trench worksite are required:
  - Prior to the start of each shift, and again when there is a change in conditions such as a rainstorm.
  - Inspections must be conducted by the competent person (see below).
- **Competent Person(s) is:**
  - Capable (i.e., trained and knowledgeable) in identifying existing and predictable hazards in the trench, and other working conditions which may pose a hazard to workers, and
  - Authorized by management to take necessary corrective action to eliminate the hazards. Employees must be removed from hazardous areas until the hazard has been corrected.

**MERCHANTS**  
**BONDING COMPANY™**

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

**LICENSE AND PERMIT BOND**

Bond No. MA5133058

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Lawn Barber, Inc,  
of Acton, State of Massachusetts, as Principal,  
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of  
Massachusetts, as Surety, are held and firmly bound unto  
City of Newburyport, 16A Perry Way, Newburyport, MA 01950, Obligee, in the penal  
sum of Five Thousand ( \$5,000.00 ) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed  
Roadway / Sidewalk License

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation  
to be void, otherwise to remain in full force and effect for a period commencing on the 18th day of  
July, 2018, and ending on the 18th day of July,  
2019, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the  
Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of  
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,  
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent  
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee  
named herein.

Dated this 18th day of July, 20 18

Lawn Barber, Inc

Principal

Countersigned (if required):

By: \_\_\_\_\_

Merchants Bonding Company (Mutual)

By: William Warner Jr.  
William Warner Jr., Attorney-in-Fact



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

William Warner Jr.

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of July, 2018.

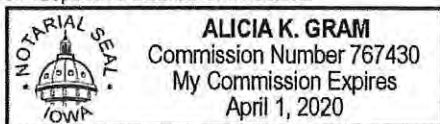


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 18th day of July, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of July, 2018.



*William Warner Jr.*  
Secretary



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2018

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

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

PRODUCER Eastern States Insurance Agency, Inc. 50 Prospect Street Waltham, MA 02453	CONTACT NAME:		
	PHONE (A/C, No, Ext):	781-642-9000	FAX (A/C, No): 781-647-3670
	E-MAIL ADDRESS:	certificaterequest@esia.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Arbella Protection Insurance	41360
	INSURER B:	Hartford Underwriters Ins Co	30104
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			8500068405	04/08/2018	04/08/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1M/2M
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1020072607	04/08/2018	04/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ \$500 Ded
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4600068406	04/08/2018	04/08/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TO FOLLOW BY CARRIER	04/08/2018	04/08/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

NEWNEWS5

City of Newburyport  
Department of Public Services  
16A Perry Way  
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



# Water Supply District of Acton

693 MASSACHUSETTS AVENUE  
P.O. BOX 953  
ACTON, MASSACHUSETTS 01720-0953

TELEPHONE (978) 263-9107

FAX (978) 264-0148

July 23, 2018

To whom it may concern,

Lawn Barber/Phaneuf Associates has done work for the Acton Water District. That work has always met or exceeded our standards and we would use them for any future projects that the District may have.

If you have any questions or need more information, please contact me at 978 263-9107.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rob Dionne', written in a cursive style.

Rob Dionne  
Assistant Foreman



OFFICE OF THE  
**DEPARTMENT OF PUBLIC WORKS**  
MUNICIPAL BUILDING, 195 MAIN STREET  
**MAYNARD, MASSACHUSETTS 01754**

TELEPHONE: 978-897-1017  
FAX: 978-897-7290

7/17/18

City of Newburyport

RE: Lawn Barber Inc

To whom it may concern:

This Letter is to inform you that the Lawn Barber Inc. operated by Keith Newcomb has performed Water & Sewer work in the town of Maynard to our satisfaction. Please call with any questions or concerns.

Sincerely,

Tim Mullally  
Superintendent of Water & Sewer  
978-580-6455

CITY OF NEWBURYPORT



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

ORDERED:

August 13, 2018

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

**THAT** the City Council of the City of Newburyport hereby approve and authorize the acceptance of a Preservation Restriction between the City, acting through the Newburyport Historical Commission, and Bradley M. Kutcher of Kimberly Realty Trust, for the property located at 5 Moseley Avenue, Newburyport; and

Further, that the Mayor of the City of Newburyport, the City Council President and City Clerk are hereby authorized to sign the subject Preservation Restriction as may be required, to act on behalf of the City and enter into any and all instruments, including acceptance of said Preservation Restriction, and in accordance with Massachusetts General Laws Chapter 184, and to take any other actions necessary to execute this acceptance and the associated Preservation Restriction accordingly.

\_\_\_\_\_  
Councillor Thomas F. OBrien



RECORDING  
CITY OF NEWBURYPORT OFFICE  
NEWBURYPORT, MA  
2018 JUL 25 11:11:02

**PRESERVATION RESTRICTION AGREEMENT**

**between**

**Bradley M. Kutcher Trustee of Kimberly Realty Trust**

**and the**

**CITY OF NEWBURYPORT, MASSACHUSETTS**

**BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION**

THIS PRESERVATION RESTRICTION AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 2018 by and between the Bradley M. Kutcher Trustee of Kimberly Realty Trust under a declaration of trust dated June 5, 1997 and recorded in the Essex South District Registry of Deeds in Book 14151, Page 516, with a principal place of business at 242 Main Street Amesbury, Massachusetts. 01913 (“Grantor”), and the CITY OF NEWBURYPORT (“Grantee”), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located at 60 Pleasant Street, Newburyport, Massachusetts 01950, to be administered, managed and enforced by it agent, the NEWBURYPORT HISTORICAL COMMISSION, also located at 60 Pleasant Street, Newburyport, Massachusetts, 01950 (“Commission”),

WHEREAS, the Grantor is the owner of certain real property located at 5 Moseley Ave, Newburyport, Massachusetts, referred to as “**the Property**” and containing about 6,912 square feet, more or less, comprising the Property conveyed by Duncan G. Labay and Susan R. Labay, to Bradley M. Kutcher Trustee of Kimberly Realty Trust in a deed dated 6/21/17, recorded with the Southern Essex District Registry of Deeds, book 35959, page 10, and more particularly described in Exhibit A incorporated herein by reference and attached hereto, said Property improved by a building thereon known as the Barn, referred to hereinafter as “**the Building**”, described as follows:

The Building is a structure believed to be built sometime between the 1870’s and the 1880’s. Some of the distinguishing features of the Building include an original window on the East side of the Building with seeded glass, the original floor boards on the 2<sup>nd</sup> floor, the original framing members on the first floor along the East and West side and the second floor walls along the East, West and North sides. Additionally, there is the original exterior window casing along the North facing second floor window.

The Building is further depicted in the photographs which are attached as Exhibit B and incorporated herein by reference; and

WHEREAS, the cultural, historical and architectural significance of the Building emanates from its construction in late 1870’s, and its location as a contributing property within the Newburyport Historic District, designated August 2, 1984 and listed on State and National Registers of Historic Places. The Building is important for its associations with the social and religious history of Newburyport, and to the public’s enjoyment and appreciation of Newburyport’s architectural and historical heritage; and

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter “preservation values”) and significance of the Building and the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building and the Property; and

WHEREAS, the preservation values of the Building and the Property are documented in a series of photographs and documents (hereinafter, 'Baseline Documentation') incorporated herein and attached hereto as by reference as Exhibit B, which Baseline Documentation the parties agree provides an-accurate representation of the Building as of the date of this grant; and

WHEREAS, the Baseline Documentation (Exhibit B) shall consist of the following:

1. A set of five (5) exterior & interior photographs of the Building taken on June 1, 2018;
  - a. Photo 1: Front Elevation
  - b. Photo 2: Window on Front Elevation
  - c. Photo 3: East Side Elevation
  - d. Photo 4: Rear Elevation
  - e. Photo 5: West Side Elevation

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 ("Act"); and

WHEREAS, the Commission is authorized to accept preservation restrictions in the name of the City of Newburyport and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40C, authorized and directed by the Grantee to manage the Property and Buildings burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this preservation restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross in perpetuity this Restriction over the exterior of the Building to be administered, managed and enforced by die Commission.

1. Purpose: It is the Purpose of this Restriction to assure that, the architectural, historic, and cultural features of the exterior of the Buildings will be retained and maintained forever substantially in their current condition or in a restored condition approved by the Commission for preservation purposes and to prevent any use or change of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building.

2. Preservation Restriction: The Grantor grants the Grantee the right to forbid or limit:

- a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with the requirements of paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit C and hereby incorporated by reference.
- b. any other act or use that may be harmful to the historic preservation of the Building.

3. Restriction as to Expenditure of Funds: Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall expend such Community Preservation Funds to rehabilitate and restore the Building.

4.1. Grantor's Covenants: Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair to that existing following the substantial completion of restoration work to be completed as a result of the expenditure of Community Preservation Funds. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards"). It is desirable, although not a requirement of this Agreement, that the current synthetic exterior sheathing of the Building be removed at a future date, and the extant underlying wood cladding, trim and decorative features be restored and/or replaced with historically appropriate wood materials.

Grantor's covenant herein shall be limited to funds reasonably available therefore. Should the parties disagree as to the need of maintenance or the availability of funds the matter may be submitted by either party for arbitration pursuant to the Massachusetts arbitration statute then in effect.

4.2. Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. the Buildings shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Grantor; and
- e. moving the Building to another location shall be forbidden without prior approval of the Commission.

5. Conditional Rights Requiring Grantee Approval: Subject to Paragraph 4 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly not make any

alterations to the surrounding Property that would obscure the current view of the Building, such as the installation of permanent signage or trees or very large shrubs without approval of the Commission..

Activities by Grantor to maintain the Building and the Property which are intended to be performed in accordance with the provisions of paragraph 4.1, and which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit C), which are attached to this Agreement and hereby incorporated by reference.

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 4.2, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

- a. the right to engage in all those acts and uses that:
  - (i) are permitted by governmental statute or regulation;
  - (ii) do not substantially impair the preservation values of the Building; and
  - (iii) are not inconsistent with the Purpose of this Restriction;
  
- b. pursuant to the provisions of Paragraph 4.1, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of Paragraph 5;

7. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at Paragraphs 2 and 5 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Commission a timetable for the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

8. Standards for Review: In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Commission shall apply the Secretary's Standards.

9. Casualty Damage or Destruction: In the event that Building shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within one hundred twenty (120) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which report shall include the following:

- a. an assessment of the nature and extent of the damage;
- b. a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- c. a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the Commission.

10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in Paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property, Grantor and Grantee may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage

or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing;

Grantor: Bradley Kutcher  
242 Main Street (Suite #5)  
Amesbury, MA 01913

Grantee: City of Newburyport  
c/o Newburyport Historical Commission  
City Hall  
60 Pleasant Street  
Newburyport, MA 01950

Each party may change its address set forth herein by a notice to such effect to the other party.

14. Evidence of Compliance: Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof.

15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Building on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement, including a failure to expend such Funds for their intended purposes, may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building, repayment of the Funds, and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Commission, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Commission's acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Commission does not assume any liability or obligation relating to the condition of the Building, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Buildings or Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Owners prior to sale closing.

19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the perpetual right of the Commission to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which

the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. Alternate Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the City of Newburyport, and the Newburyport Historical Commission, its being approved by the Massachusetts Historical Commission, and its being recorded with the Southern Essex County District Registry of Deeds.

23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

24. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

25. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.
- b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.
- c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.



- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Building and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private increment to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex County District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such a release is in the public interest.

28. Archaeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

IN WITNESS WHEREOF, the Grantor sets its hand and seal this 31 day of JUNE, 2018.  
By:

**GRANTOR:**



COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_,ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION**

\_\_\_\_\_  
Linda Smiley, duly authorized  
Chair, Newburyport Historical Commission

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_,ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as duly authorized Chair of the Newburyport Historical Commission.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

ACCEPTANCE AND APPROVAL BY THE CITY OF NEWBURYPORT

I, the undersigned City Clerk of the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on \_\_\_\_\_, 2018, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

CITY OF NEWBURYPORT

By its Clerk

\_\_\_\_\_

Richard B. Jones

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of Newburyport

CITY OF NEWBURYPORT

\_\_\_\_\_

Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared Richard B. Jones, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the City of Newburyport.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared, Donna D. Holaday, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Mayor of the City of Newburyport.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By: \_\_\_\_\_  
Brona Simon  
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared, Brona Simon, Executive Director and Clerk, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

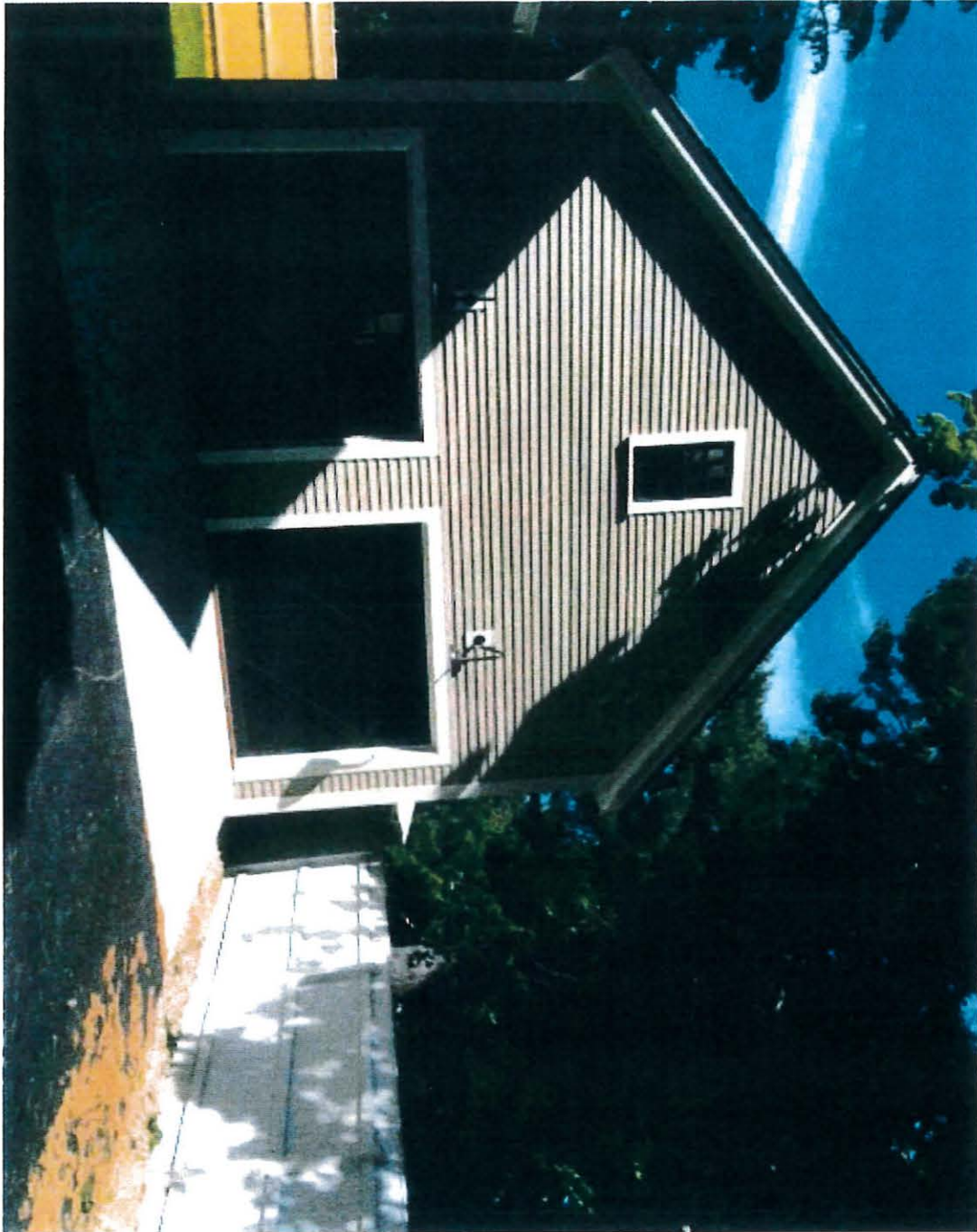
\_\_\_\_\_  
Notary Public  
My Commission Expires:

### **Exhibit A**

The land in Newburyport, Essex County, Massachusetts, with the buildings thereon, being described as follows:

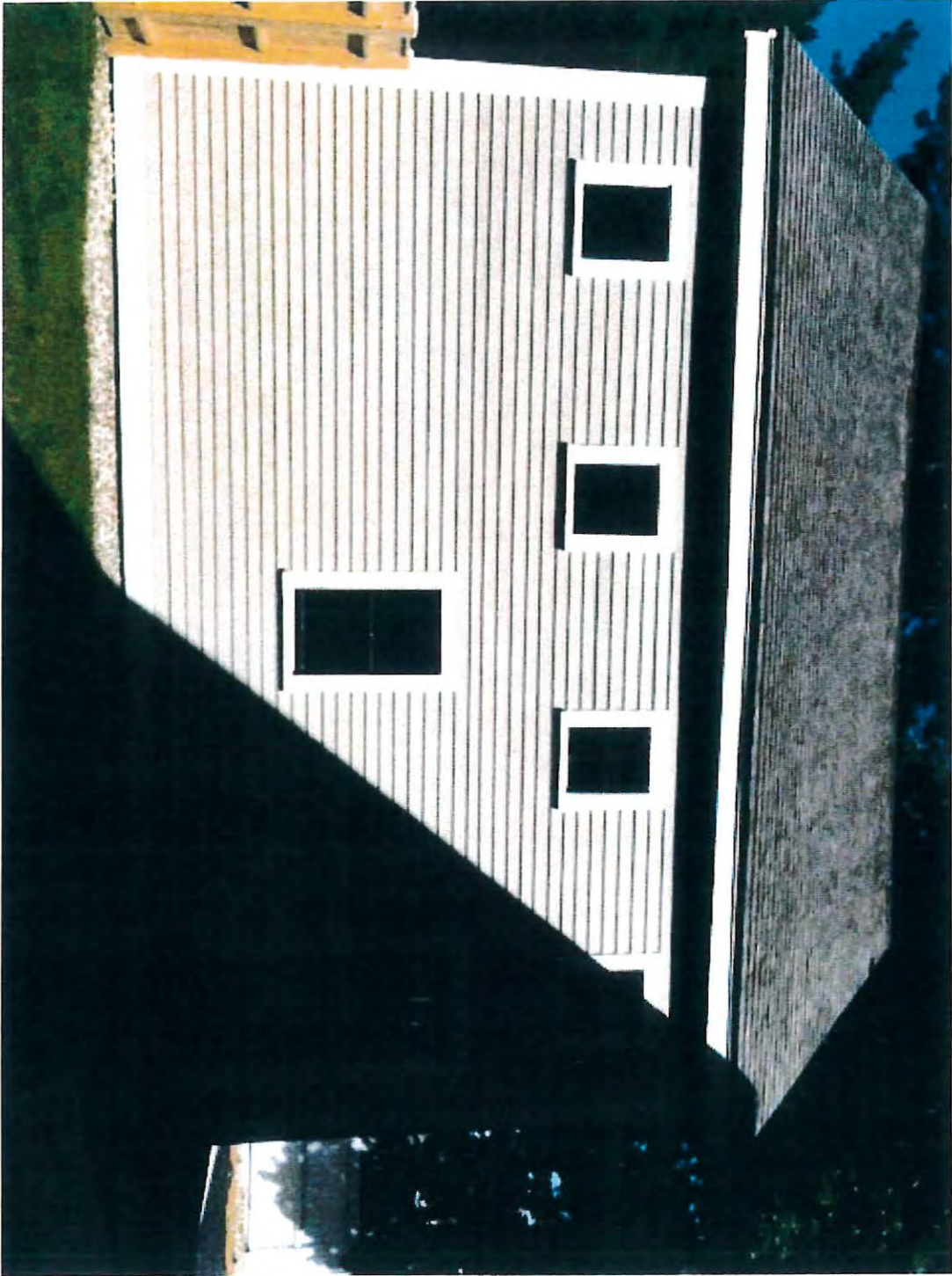
The land at 5 Moseley Avenue, Newburyport, Essex County, Massachusetts being shown as Lot 2 on a plan entitled ““Approval Not Required” “Subdivision Plan of Land Assessors Map 70 Lot 85, 4 Ferry Road Newburyport, Massachusetts, owned by Duncan G. LaBay,” dated 2/23/2017, by GA Consultants, Inc. 10 State Street, Newburyport, Robert M. Grasso, Surveyor, recorded with the Essex South District Registry of Deeds, in Plan Book 460, Plan 16.

Exhibit B













## Exhibit C

### RESTRICTION GUIDELINES ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT BETWEEN THE CITY OF NEWBURYPORT AND BRADLEY M. KUTCHER, TRUSTEE OF KIMBERLY REALTY TRUST

The purpose of the Restriction Guidelines is to clarify paragraph 5 of the terms of the Preservation Restriction, which deals with alterations to the Premises, including the Building. Under this paragraph, permission from the Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Commission review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Commission, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

#### PAINT

Minor – Exterior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major – Painting or fully stripping decorative surfaces or distinctive stylistic features including ornamental, decorative or significant woodwork.

#### WINDOWS AND DOORS

Minor – Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major – Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

#### EXTERIOR

Minor – Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major – Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing, existing and original corner trim, roof edge trim, the new replicated window trim, entry roof pediments and the original restored front and side doors; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

Changes classified as major alterations are not necessarily unacceptable. In fact, approval of such changes shall not be unreasonably withheld. Under the Preservation Restriction such changes must be reviewed by the Commission and their impact on the historic integrity of the Building assessed.

It is the responsibility of the property owner to notify the Commission in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. The Commission will attempt to work with property owners to develop mutually satisfactory solutions that are in the best interests of the Premises.

CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

August 13, 2018

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

**THAT** the City Council of the City of Newburyport hereby approve and authorize the acceptance of a Preservation Restriction between the City, acting through the Newburyport Historical Commission, and the Historical Society of Old Newbury, for the property located at 241 High Street, Newburyport; and

Further, that the Mayor of the City of Newburyport, the City Council President and City Clerk are hereby authorized to sign the subject Preservation Restriction as may be required, to act on behalf of the City and enter into any and all instruments, including acceptance of said Preservation Restriction, and in accordance with Massachusetts General Laws Chapter 184, and to take any other actions necessary to execute this acceptance and the associated Preservation Restriction accordingly.

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Councillor Charles F. Tontar

PRESERVATION RESTRICTION AGREEMENT

RECORDED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2018 AUG -7 PM 3:45

between

THE CITY OF NEWBURYPORT

and the

Historical Society of Old Newbury

THIS PRESERVATION RESTRICTION AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2018 by and between THE CITY OF NEWBURYPORT, located at 60 Pleasant Street, Newburyport, Massachusetts, 01950, ("Grantor"), and the Historical Society of Old Newbury ("Grantee"), an entity duly organized under the laws of the Commonwealth of Massachusetts and located at 98 High Street, Newburyport, Essex County, Massachusetts, 01950.

WHEREAS, the Grantor is the owner of certain real property located at 241 High Street, Newburyport, Massachusetts, 01950, referred to as "the Property" and containing about 577,170 square feet, more or less, comprising the Property conveyed by Alice A. Atkinson to the City of Newburyport in a deed dated March 30, 1935, recorded with the Southern Essex District Registry of Deeds, book 3030, page 279, and more particularly described in Exhibit A incorporated herein by reference and attached hereto, said Property improved by a building thereon known as the Newburyport High School referred to hereinafter as "the Building", described as follows:

The Building consists of a north-facing, masonry structure of Colonial Revival design constructed in 1937. It is roughly H-shaped in plan with a central three-story block flanked by two angled two-story wings at the façade and two perpendicular wings at the rear. The nine-bay central block has a hipped roof; the five-bay projections are flat-roofed. The red brick building, laid in common bond, has cast stone sills and is ornamented with painted wood trim. The principal (north) elevation is dominated by a two-story portico comprising four Ionic columns, an entablature, and egg-shaped finials above the columns. The frieze contains applied lettering that reads: NEWBURYPORT HIGH SCHOOL. Four brick pilasters rise above the portico, terminating at white painted wood capitals separated from the cornice by white wood panels. A parapet embellished with urns is surmounted by a shallow rectangular tower with quoins and pyramidal finials at the corners and containing a clock face. It supports a two-tier octagonal cupola with balustrades at its four window openings and capped by a copper dome and sailing ship weathervane. The multi-light windows at the principal elevation are 8-over-8 light double hung with rectangular surrounds except for the centered Palladian window at the third story. The double-leaf doors at the main entry, which have divided lights, are framed by a semicircular transom within a pedimented surround. The entrance is approached by shallow concrete steps. A brick wall and white painted steel railings enclosing symmetrical concrete platforms, stairs and sloped paths for handicap access span the width of the facade.

The northeast and northwest facades of the angled wings flanking the main block are nearly

symmetrical with continuous stepped parapets set off by band courses of wood trim accented with modillions and triglyphs. The center bays feature double-leaf entries with high arched transoms; the door surrounds consist of engaged columns and entablatures supporting semicircular paneled arches with cast stone keystones. The double doors are flanked by rectangular transomed single entries with pilastered surrounds. The triple outer bay windows on the first story of the northwest façade have 8-over-8 light central portions separated with wide mullions from narrow 2-over-2 sash; the windows at the northeast façade are simple 8-over-8. Oculus windows at the second story over the arched entries are centered under the pedimented portions of the band course. Blind roundels surmount the transomed rectangular windows on either side of the entries.

The northeast elevation of the northeast wing has seven bays comprising five windows with arched transoms at the second story, five rectangular windows at the first story, and semicircular ground level porticoes at the outside bays. The central window at the second level, centered under the pediment of the painted wood band course that continues around the building from the façade, is Palladian in form with a recessed brick arch and keystone. The multi-light windows at the first story match the triple windows at the northwest façade. The flat-roofed porticoes are framed by pilasters and supported by two Tuscan columns. They have wrought iron roof balustrades and protect double-leaf entries with partial sidelights and elliptical fanlights. The southeast elevation of the northeast wing has five rectangular 4-over-4 light windows at the second story and two double-leaf doors with semicircular fanlights with keystones at the first level. A full-width terrace added at the ground level for utility purposes contains a freight door, a similarly sized louvered opening, and a staircase leading to the railed terrace/walkway.

The northwest elevation of the northwest wing has seven bays. There are triple rectangular multi-light windows at both levels; those at the second story are tall, 9-over-9 lights between 3-over-3s and those at the first story are 8-over-8 between 2-over-2s. A rectangular portico with a wrought iron roof balustrade at the northernmost outside bay has two Tuscan columns and pilasters framing a single, sidelighted, transomed entry. The southwest elevation of the northwest wing has three 9-over-9 windows at the second story. A full-width terrace added at the ground level for utility purposes contains a freight door, a similarly sized louvered opening, and paired staircases leading to the railed terrace/walkway.

A 2001 addition, which is not covered by this Preservation Restriction, adjoins the south walls of the rear projections of the 1937 Building and contributes to the enclosure of an open courtyard. The south elevation at the courtyard has nine bays of single and grouped rectangular windows at three levels. A centered three-bay oriel with a copper roof at the third story is surmounted by an oculus with cast stone keystones under a semicircular cornice projection. The other secondary elevations of the 1937 Building feature single and grouped rectangular windows except for the southeast elevation of the northeast wing, which has double-leaf solid panel doors with elliptical fanlights at the outermost bays.

The 2001 addition and the stadium behind the addition are not covered by this Preservation Restriction.

The Building is further depicted and described in Exhibit B incorporated herein and attached hereto by

reference; and

WHEREAS, the cultural, historical and architectural significance of the Building emanates from its construction in 1937, and its location within the Newburyport Historic District, designated August 2, 1984 and listed on the State and National Registers of Historic Places. The Building is important for its associations with the social and cultural history of Newburyport, and to the public's enjoyment and appreciation of Newburyport's architectural and historical heritage; and

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Building and the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building and the Property; and

WHEREAS, the preservation values of the Building and the Property are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto as by reference as Exhibit B, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date of this grant; and

WHEREAS, the Baseline Documentation (Exhibit B) shall consist of the following:

1. A set of twenty-four (24) exterior photographs of the Building taken in April and May 2012 and April and May 2015;

- a. Photo 1: North elevation (façade).
- b. Photo 2: Northeast elevation, main entrance (façade).
- c. Photo 3: Northeast façade and façade, view east.
- d. Photo 4: Northeast façade.
- e. Photo 5: Northwest façade.
- f. Photo 6: Northeast wing, northeast elevation.
- g. Photo 7: Northeast wing, southeast elevation.
- h. Photo 8: East elevation, southeast elevation of northeast wing.
- i. Photo 9: Northwest wing, northwest elevation.
- j. Photo 10: Northwest wing, northwest and southwest elevations.
- k. Photo 11: West elevation, southwest elevation of northwest wing, view northeast.
- l. Photo 12: 2001 addition, east elevation.
- m. Photo 13: 2001 addition, south elevation.
- n. Photo 14: 2001 addition, west elevation.
- o. Photo 15: Courtyard, north wall (south elevation of 1937 building)
- p. Photo 16: Courtyard, east wall (west elevation of 1937 building)
- q. Photo 17: Courtyard, south wall (north elevation of 2001 addition)
- r. Photo 18: Courtyard, west wall (east elevation of 1937 building)
- s. Photo 19: Façade, character defining features
- t. Photo 20: Façade, character defining features
- u. Photo 21: Façade, character defining features
- v. Photo 22: Northeast façade, character defining features
- w. Photo 23: Northeast elevation, character defining features



x. Photo 24: Northeast elevation, character defining features

2. List of Character Defining Features;

3. Newburyport Assessors' Parcel Map with Building Footprint; and

WHEREAS, the Grantor has appropriated Community Preservation Act Funds to be expended for the preservation and renovation of the aforementioned Building, under the terms and conditions set forth herein and in such other documents as may be executed in relation to the award of said Funds, and Grantor agrees to accept such Funds to be used exclusively for such purposes and under such terms and conditions ("Restriction" or "Preservation Restriction");

WHEREAS, the Grantor in further consideration of the receipt of such Funds and to ensure the preservation of the aforementioned Building agrees and desires, to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Building;

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 ("Act"); and

WHEREAS, the Grantee is a charitable corporation the purposes of which include the preservation of historically significant buildings and sites, is duly organized under the laws of the Commonwealth of Massachusetts, and is authorized to accept, administer and enforce this preservation restriction under the provisions of the Act;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross in perpetuity this Restriction over the Property and exterior of the Building to be administered, managed and enforced by the Grantee.

I. Purpose: It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Building will be retained and maintained forever substantially in its current condition or in a restored condition approved by the Grantee for preservation purposes and to prevent any use or change of the Property or the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building.

2. Preservation Restriction: The Grantor grants the Grantee the right to forbid or limit:

- a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications' submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency

promptly reported to Grantee in accordance with the requirements of paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit C and hereby incorporated by reference.

- b. any other act or use that maybe harmful to the historic preservation of the Building or the Property.

3. Restriction as to Expenditure of Funds: Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Grantee may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall expend such Community Preservation Funds to rehabilitate and restore the Building.

4.1. Grantor's Covenants: Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Grantee may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair to that existing following the substantial completion of restoration work to be completed as a result of the expenditure of Community Preservation Funds. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Grantee and in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

Grantor's covenant herein shall be limited to funds reasonably available therefore. Should the parties disagree as to the need of maintenance or the availability of funds the matter may be submitted by either party for arbitration pursuant to the Massachusetts arbitration statute then in effect.

4.2. Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. the Building shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Grantee; and

e. moving the Building to another location shall be forbidden without prior approval of the Grantee.

5. Conditional Rights Requiring Grantee Approval: Subject to Paragraph 4 and the terms and conditions of this Restriction and such other terms and conditions as the Grantee may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without prior express written approval of the Grantee. Without said approval Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly not make any alterations to the surrounding Property that would obscure the current view of the Building, including but not limited to the installation of permanent signage or trees or very large shrubs without approval of the Grantee.

Activities by Grantor to maintain the Building and the Property which are intended to be performed in accordance with the provisions of paragraph 4.1, and which are of a minor nature, shall not require the prior approval of the Grantee. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit C), which are attached to this Agreement and hereby incorporated by reference.

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 4.2, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Grantee without further approval by the Grantee:

a. the right to engage in all those acts and uses that:

- (i) are permitted by governmental statute or regulation;
- (ii) do not substantially impair the preservation values of the Building and Property; and
- (iii) are not inconsistent with the Purpose of this Restriction;

b. pursuant to the provisions of Paragraph 4.1, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Grantee in accordance with the provisions of Paragraph 5;

7. Review of Grantor's Requests for Approval: Grantor shall submit to the Grantee for the Grantee's approval of those conditional rights set out at Paragraphs 2 and 5 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Grantee a timetable for the proposed activity sufficient to permit the Grantee to monitor such activity. Within forty-five (45) days of the Grantee's receipt of any plan or written request for approval hereunder, the Grantee shall certify in writing

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-I" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Grantee, within ten (10) business days of the Grantee's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing:

Grantor: Steve Bergholm, Director of Facilities  
Newburyport Public Schools  
70 Low Street  
Newburyport, Massachusetts 01950

Grantee: Historical Society of Old Newbury  
98 High Street  
Newburyport, Massachusetts 01950

Each party may change its address set forth herein by a notice to such effect to the other party.

14. Evidence of Compliance: Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof

15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Building and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement, including a failure to expend such Funds for their intended purposes, may result in the Grantee exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building, repayment of the Funds, and such other legal and equitable remedies as may be available to the Grantee to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Grantee, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the Grantee any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Grantee acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Grantee does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Buildings or Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.

19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Grantee and all parties claiming by, through or under the Grantee and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Grantee constitute the perpetual right of the

Grantee to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any Grantorship interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. Recording and Effective Date: Grantor shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor and the Grantee, its being approved by the Massachusetts Historical Commission, and its being recorded with the Southern Essex County District Registry of Deeds.

22. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued Grantorship or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

23. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, City of Newburyport and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

24. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.
- b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.
- c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

25. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex County District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

26. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such a release is in the public interest.

27. Archaeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R.70.00).

IN WITNESS WHEREOF, the Grantor sets its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

By:

**GRANTOR: CITY OF NEWBURYPORT, MASSACHUSETTS**

**CONVEYANCE AND APPROVAL BY THE CITY OF NEWBURYPORT**

I, the undersigned City Clerk of the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on \_\_\_\_\_, 2018, the City Council voted to convey and approve the foregoing Preservation Restriction Agreement for the preservation of the historic resource of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

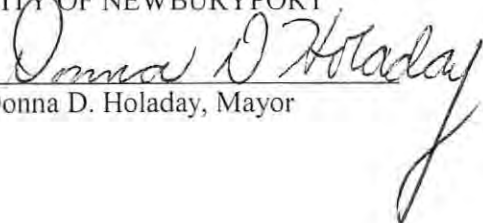
CITY OF NEWBURYPORT

By its Clerk,

\_\_\_\_\_  
Richard B. Jones

The undersigned hereby certifies that the foregoing preservation restriction has been conveyed and approved by the City of Newburyport

CITY OF NEWBURYPORT

  
\_\_\_\_\_  
Donna D. Holaday, Mayor



COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared Richard B. Jones, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the City of Newburyport.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 2<sup>nd</sup> day of August, 2018, before me, the undersigned notary public, personally appeared, Donna D. Holaday, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Mayor of the City of Newburyport.

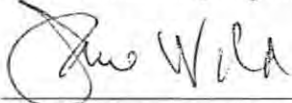
*Luis E. Obregón*  
Notary Public  
My Commission Expires: 2/27/20

ACCEPTANCE BY THE GRANTEE

I, the undersigned representative of the Grantee, hereby certify that at a meeting duly held on \_\_\_\_\_, 2018, the trustees voted to accept the foregoing Preservation Restriction Agreement for the preservation of the Newburyport High School and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

GRANTEE

Historical Society of Old Newbury



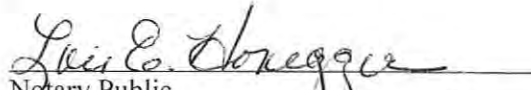
Jane Wild, Co-President

Leslie Ferlazzo, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 2nd day of August, 2018, before me, the undersigned notary public, personally appeared Jane Wild, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the Grantee.



Notary Public  
My Commission Expires: 2/27/20

Essex, ss.

On this \_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared Leslie Ferlazzo, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the Grantee.

Notary Public  
My Commission Expires:

**EXHIBIT A**

**Legal Property Description**

Land in said NEWBURYPORT with a building thereon, bounded and described as follows, viz:  
Commencing at the Easterly corner thereof on High Street by land of Shepard at a point six and 22/100 feet Northwesterly from a granite post, thence running South 29° 56' 38" West one hundred seventy-eight and 65/100 feet by said land of Shepard to a corner; thence South 60° 03' 22" East by said land of Shepard six feet to land of Pearson; thence South 29° 56' 38" West by lands of various owners nine hundred forty and 33/100 feet to land of Toppan; thence North 63° 01' 27" West by lands of Toppan three hundred

seventy-four and 87/100 feet to Toppan's Lane: thence by Toppan's land North 17° 23' 13" East three hundred one and 88/100 feet to an angle thence North 19° 30' 10" East five hundred three and 54/100 feet to the Southwesterly end of a slight curve; thence on a radius of 286.38-Northeasterly fifty-seven and 81/100 feet to the Northeasterly end of said curve; thence continuing North 31° 03' 56" East two hundred seven and 21/100 feet to the Southwesterly end of a slight curve; thence turning on a radius 194.98-running Northeasterly thirty-nine and 86/100 feet to the Northeasterly end of said curve; thence continuing North 43° 46' 43" East one hundred fifty-four and 95/100 feet to the Southwesterly end of a curve forming the corner of said Toppan's Lane and said High Street; thence on a radius of 35-following said curve fifty-eight and 1/100 feet to the Southeasterly end of mid curve; thence Southeasterly by said High Street four hundred sixty-two and 1/100 feet to the point of beginning. Containing about thirteen and 25/100 acres more or less.

Source: Southern Essex District Registry of Deeds, Book 3030, Page 279-280.

EXHIBIT B-1: BASELINE DOCUMENTATION PLAN

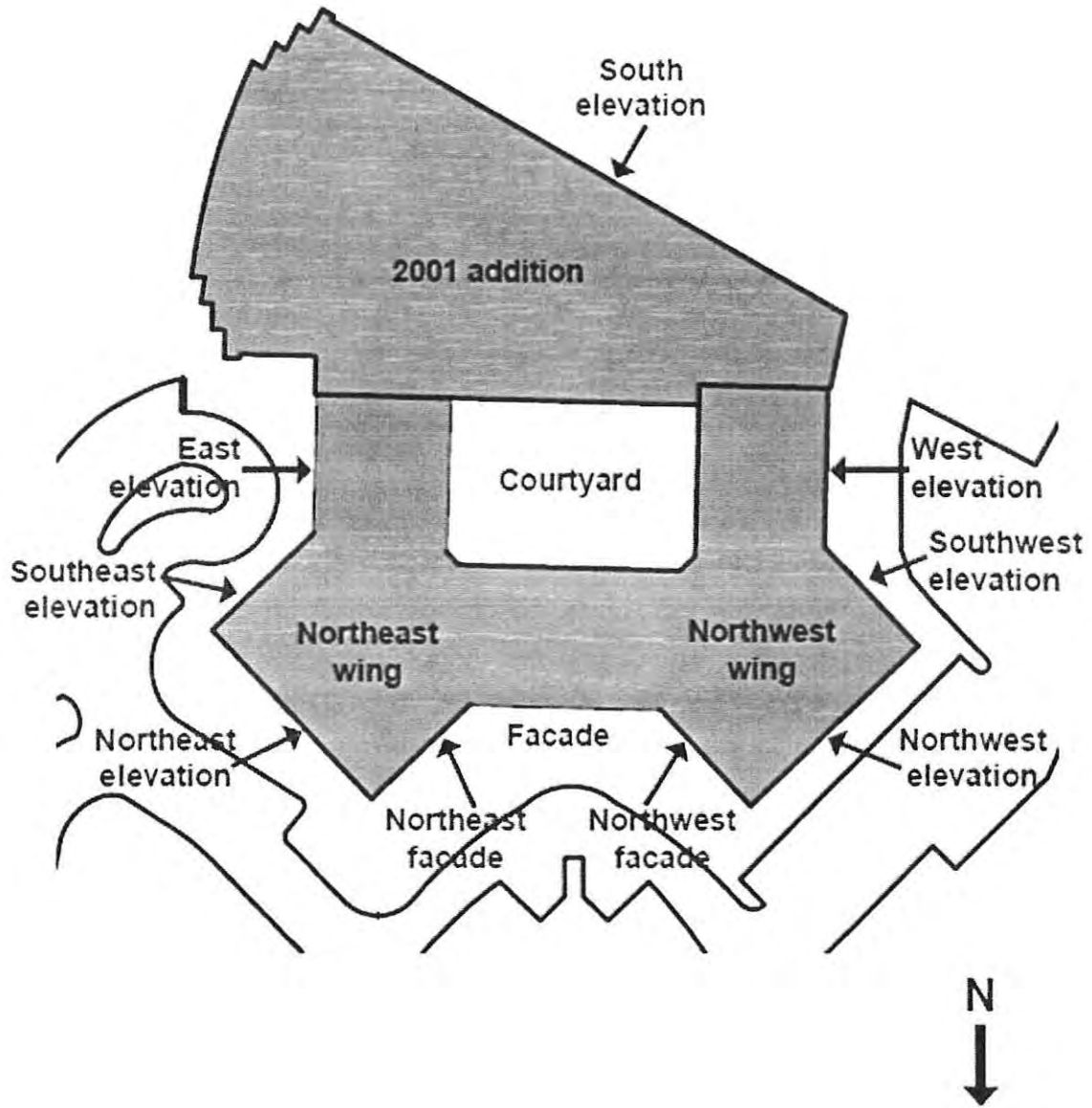


EXHIBIT B-1: BASELINE DOCUMENTATION PHOTOGRAPHS



ation (facade). April 2012.

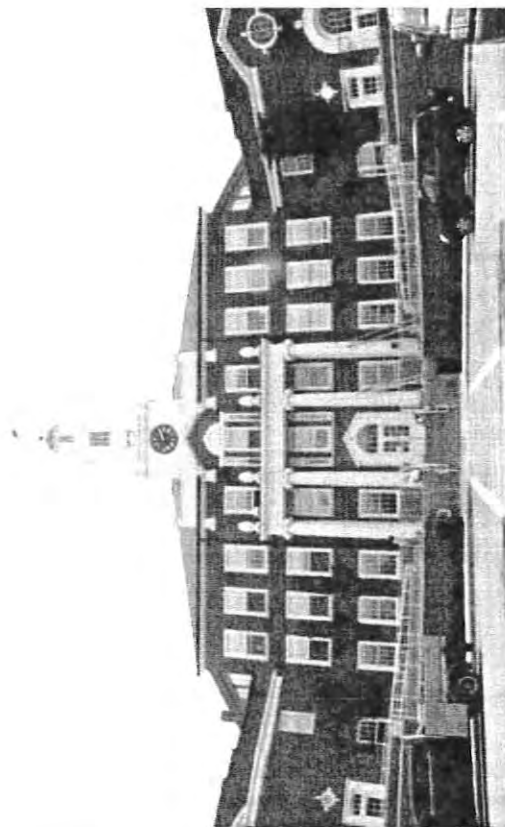
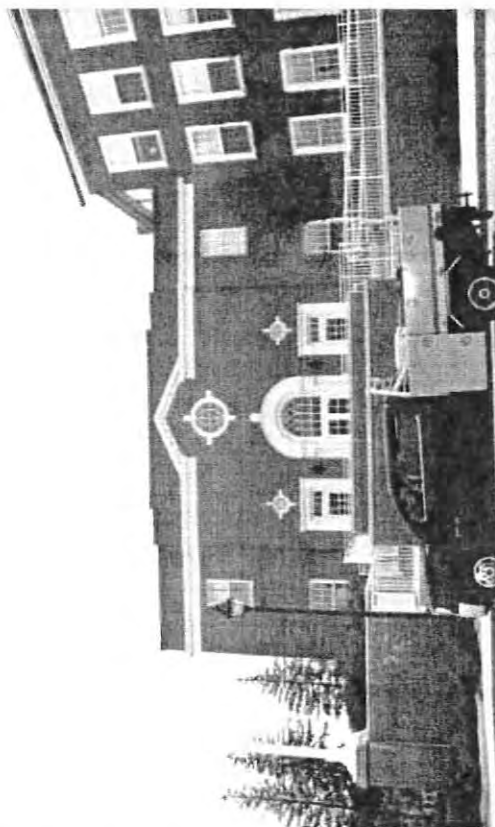
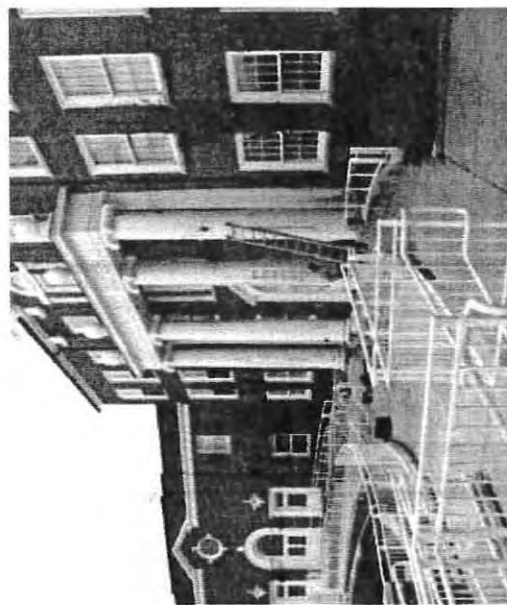


Photo 2. North elevation, main entrance (facade). April 2015.



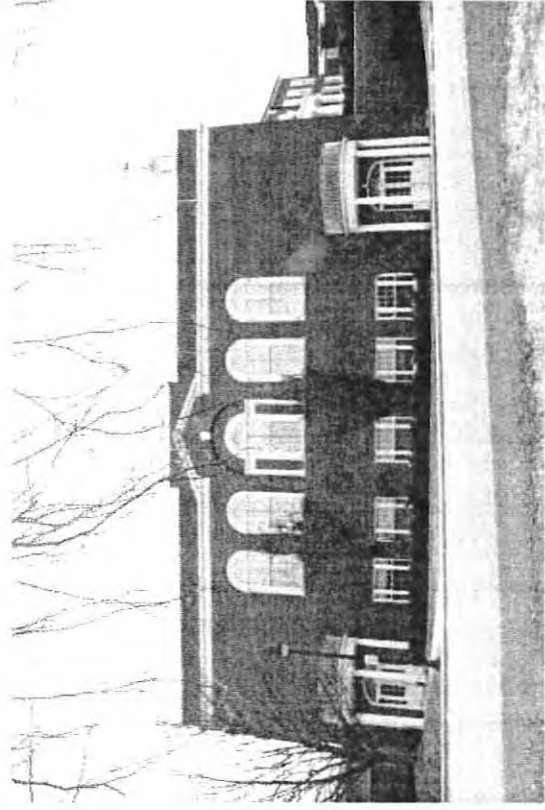
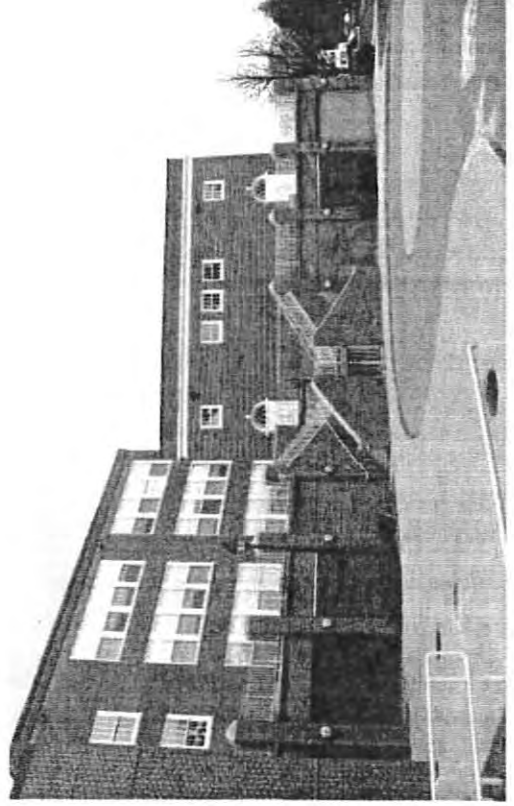
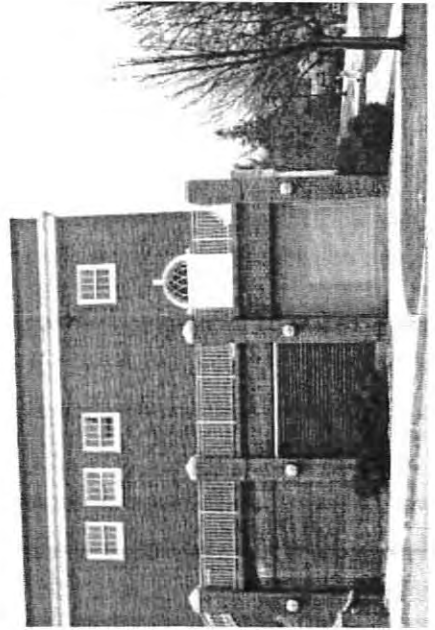
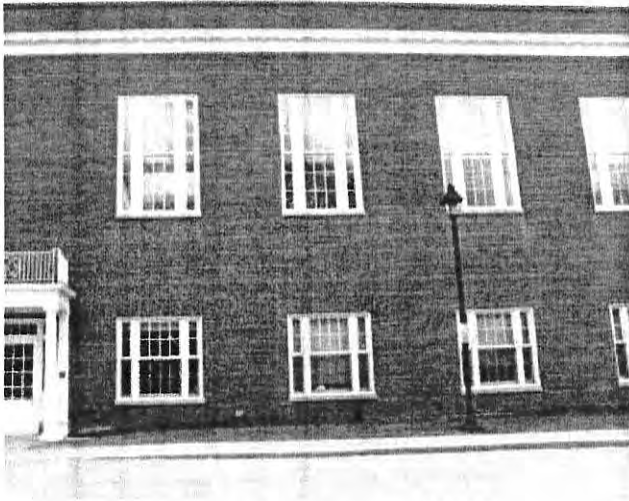


Photo 6. Northeast wing, northeast elevation. April 2015.



west facade. May 2015.

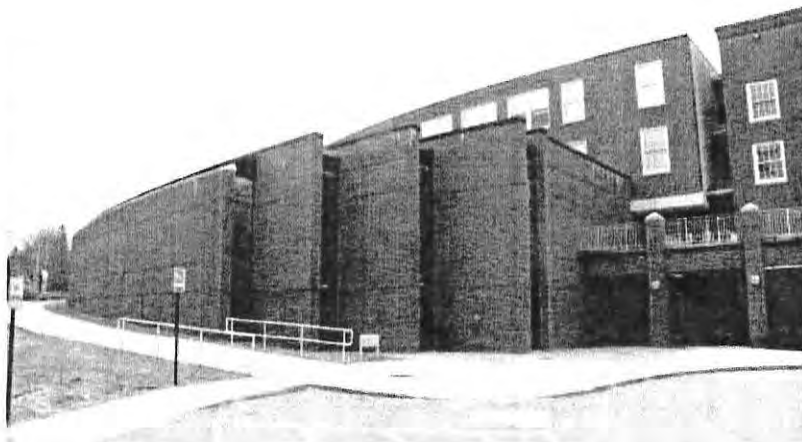


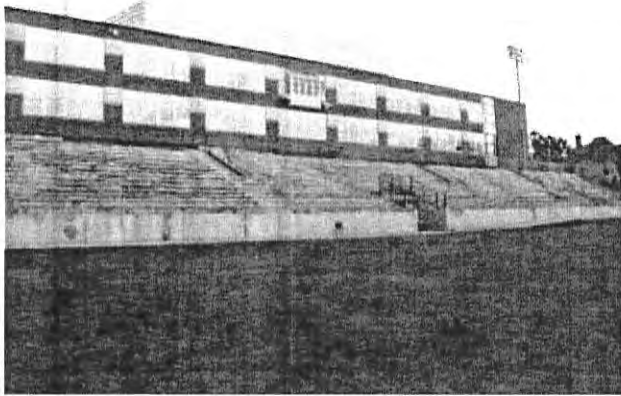


west wing, northwest elevation. April 2015.



Photo 10. Northwest wing, northwest (left) and southwest (right) elevations. April 2015.

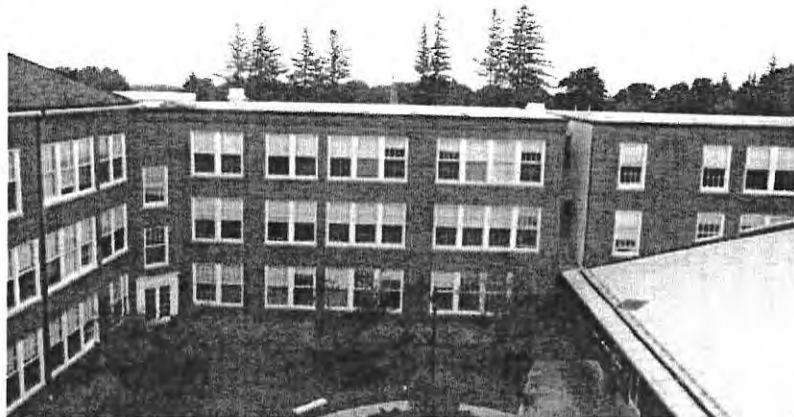




addition, south elevation. April 2015.



Photo 14. 2001 addition, west elevation (right). April 2015.





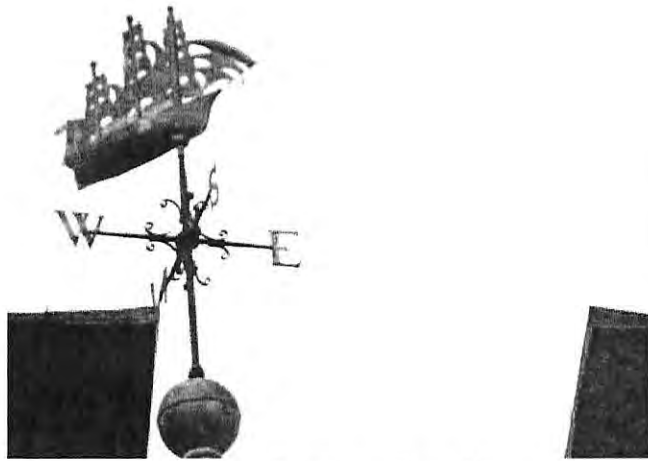


yard, south wall at right (north elevation of 2001 ad-  
ofed cafeteria abuts north and east elevations of 2001  
2015.



Photo 18. Courtyard, west wall (east elevation of 1937 building).  
April 2015.





1e. Character defining feature: sailing ship weather-  
April 2015.



Photo 22. Northeast facade. Character defining features: arched and rectangular door surrounds with pilasters and entablatures; round window and vents with keystone details; dentil molding at cornice below parapet. April 2015.



## EXHIBIT B-2: BASELINE DOCUMENTATION - CHARACTER DEFINING FEATURES

All the bulleted features in the lists that follow should be retained to preserve the historic integrity and significance of the 1937 Building component of the Newburyport High School. Note that the complex, brick-walled ramp system added at the facade obscures the lower portions of the original building and is not character defining.

All of the rectangular window sash have been replaced. No changes were made to masonry openings or the historic brick molds, and the new sash retain the historic light configurations. The arched transoms and the cupola windows have been replaced with identical forms.

### Site and Environment

- Traditional siting at the top of the slope, angled to face a diagonal access on the site.

### Shape and Massing

- U-shaped plan with diagonal projecting masses at the corners
- Dominate three story, hip roofed center block with domed cupola and flat-roofed double height blocks adjacent that screen higher three-story school room "arms" of the U-shaped plan

### Materials

- Brick
- Painted wood
- Copper roofing and flashing
- Cast stone
- Glass

### Decorative and Stylistic Features by Elevation

#### Facade

- Wood portico, including Ionic columns, entablature, finials and lettering
- Wood double-leaf main entry, pedimented surround, semicircular transom
- Centered wood Palladian window at third story and centered tri-part window at second story
- Cast stone sills
- Window sash light configuration (8-over-8)
- Centered wood parapet and urns
- Tower and two-tier, copper-domed, octagonal cupola; base finials; balustrades; ornaments including quoins, wreaths and dentils
- Sailing ship copper weathervane
- Clock face

#### Northeast and Northwest Facades

- Symmetrical triple door configuration
- Arched wood door surrounds with engaged columns, entablatures and arched transoms
- Wood band course with centered pediment, modillions and triglyphs
- Rectangular wood door surrounds with pilasters, entablatures, transoms, and cast stone keystones
- Wood window surrounds

- Cast stone sills
- Wood oculus windows with stone keystones
- Blind roundels over rectangular doors
- Stepped brick parapet with wood finials

#### Northeast Wing - Northeast Elevation

- Centered Palladian window with arched recess and stone keystone; arched wood windows at second story
- Triple wood windows at first story
- Cast stone window sills
- Wood band course with centered pediment, modillions and triglyphs
- Brick parapet with wood finials
- Double-leaf entries with partial sidelights and elliptical fanlights
- Semicircular wood porticos with two pilasters and two Tuscan columns
- Decorative semicircular painted wrought iron balustrades over entries

#### Northeast Wing - Southeast Elevation

- Rectangular wood window and door surrounds, cast stone sills
- Double-leaf entries with semicircular fanlights
- Wood band course molding with modillions and triglyphs

#### East Elevation

- Ganged double-sash rectangular windows
- Wood window surrounds, cast stone sills

#### Northwest Wing - Northwest Elevation

- Triple rectangular windows
- Wood window surrounds, cast stone sills
- Wood band course with modillions and triglyphs
- Single entry with transom and partial sidelights
- Rectangular wood portico with two pilasters and two Tuscan columns
- Decorative painted wrought iron balustrade over portico

#### West Elevation

- Ganged double-sash rectangular windows
- Wood window surrounds, cast stone sills

#### Courtyard: North Wall (South Elevation of 1937 Building)

- Ganged, single and triple double-hung rectangular windows
- Wood window surrounds, cast stone sills
- Curved brick parapet with elliptical window and cast stone keystones
- Three-bay oriel with copper roof at third story

#### Courtyard: East and West Walls

- Ganged and single double-hung rectangular windows
- Wood window surrounds, cast stone sills
- Double glass doors with wood surrounds at northeast and northwest corners

## EXHIBIT C

### RESTRICTION GUIDELINES

#### ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT BETWEEN GRANTEE AND THE CITY OF NEWBURYPORT

The purpose of the Restriction Guidelines is to clarify Paragraph five (5) of the terms of the Preservation Restriction, which deals with alterations to the Property. Under this section permission from the Grantee is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require review by the Grantee.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Grantee, the following list has been developed. This list is by no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by the property owner.

#### PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

#### WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change, but with notification it is commonly acceptable.

#### EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

#### LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing Building or Property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

#### HEATING / AIR CONDITIONING / ELECTRICAL / PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (e.g. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the Preservation Restriction such changes must be reviewed by the Grantee and their impact on the historic integrity of the premise assessed.

It is the responsibility of the property owner to notify the Grantee in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction is to enable the Grantee to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. The Grantee will attempt to work with property owner to develop mutually satisfactory solutions that are in the best interests of the Property.

CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

August 13, 2018

**THAT** CITY COUNCIL OF THE CITY OF NEWBURYPORT approves the following GRANT OF EASEMENT to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, etc. lines to consist of, but not limited to, one (1) pole as further described in the attached 'GRANT OF EASEMENT' labeled 'A'.

The parcel of land is situated on the southerly side of New Pasture Road described in Essex South District Registry of Deeds in Plan Book 456, Plan 40.

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Councillor Sharif I. Zeid  
Public Utilities Chairperson

MA

## GRANT OF EASEMENT

CITY OF NEWBURYPORT, a Massachusetts municipal corporation having a usual place of business at 16C Perry Way, Newburyport, Massachusetts 01950 (hereinafter referred to as the Grantor), for consideration of One (\$1.00) dollar, grants to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of, but not limited to, one (1) pole, (which may be erected at different times) with wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") and "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Newburyport, Essex South County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and for the furnishing of electric service to the herein described premises and others, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

Said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are located in, through, under, over, across and upon a certain parcel of land situated on the southerly side of New Pasture Road, being more particularly shown as Parcel A on a Plan of Land recorded with the Essex South District Registry of Deeds in Plan Book 456, Plan 40.

Property Address: 1 New Pasture Rd., Newburyport, MA 01950 (Essex South County)

WR # 25075791

Address of Grantees:  
Mass El. - 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:  
Christina A Klein  
National Grid USA  
Service Company, Inc.  
40 Sylvan Road  
Waltham, MA 02451

05 NBPTMA GEN



Said "OVERHEAD SYSTEM" is to originate from Pole 1, which is located on the northerly side of New Pasture Road, then proceed in a southeasterly direction from said Pole over, upon and across land of the Grantor to new Pole 1-1.

And further, said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) are approximately shown on a sketch entitled: "ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT; nationalgrid; Owner(s): City of Newburyport; Newburyport, Ma. 01905; Address: 1 New Pasture Road Newburyport, Ma. 01905; Date: Jan. 17 2018; Drawn By: J. Butler; Sketch to Accompany Easement for: Install private property pole and primary to serve new underground primary and padmount transformer," a reduced copy of said sketch is attached hereto as "Exhibit A", copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the Overhead System and Underground System may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's land an "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

It is agreed that the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

Commonwealth of Massachusetts

County of \_\_\_\_\_ } ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, proved to me through satisfactory evidence of identity, which was/were

\_\_\_\_\_  
Description of Evidence of Identity

to be the persons whose names are signed on the preceding Grant of Easement, and acknowledged to me that they signed it voluntarily for its stated purpose(s), as

\_\_\_\_\_  
for CITY OF NEWBURYPORT.

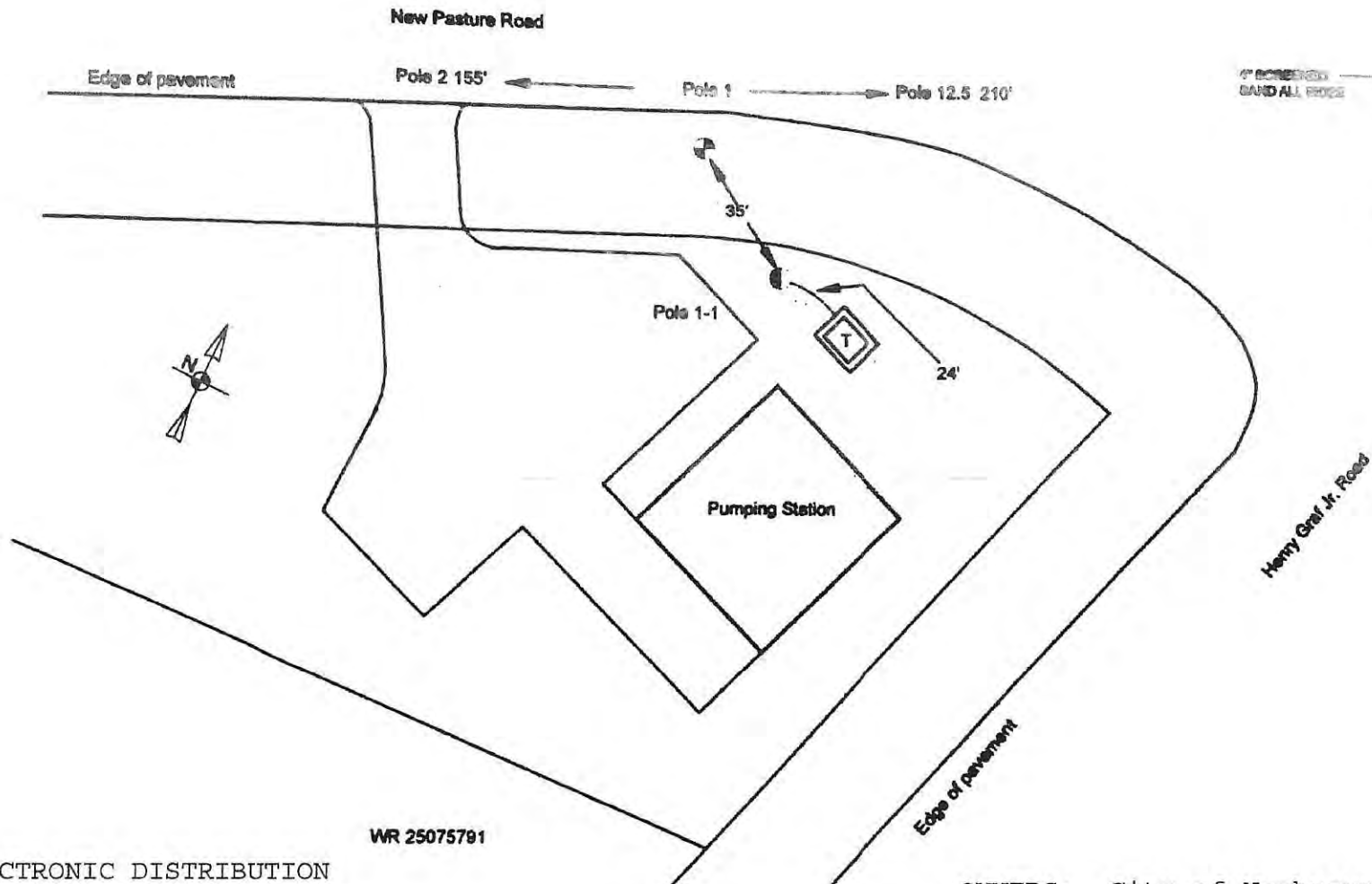
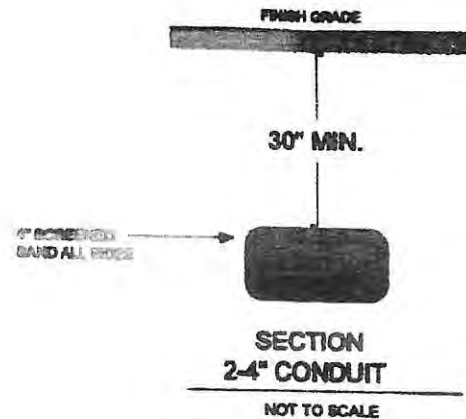
\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires \_\_\_\_\_

Place Notary Seal and/or Any Stamp Above

# Exhibit A



ELECTRONIC DISTRIBUTION  
 CONSTRUCTION EASEMENT  
 NATIONAL GRID

OWNERS: City of Newburyport;  
 Newburyport, MA 01950

11x17 Supplemental Sheet	
<b>nationalgrid</b>	
Work Request WR 25075791	Drawn By: J. Suber Date: July 17, 2008
<b>Enter Job Description</b>	
Install private property pole and primary to underground primary and padmount transformer	
<b>LEGEND</b>	
Existing JO Pole	
New JO pole	
Pole Anchor	
2-4" Conduit	
Transformer pad with center	
NOTE: Not to Scale	

## CITY OF NEWBURYPORT




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 IN CITY COUNCIL

ORDERED:

Date: August 13, 2018

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

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

<u>Event Parking – September 1, 2018 - Paid Parking Lots</u>	<u>\$25.00</u>
Resident Annual Permit - Paid Parking Lots	\$15.00
Senior Resident Annual Permit - Paid Parking Lots	\$5.00
Employee Annual Permit for Paid Parking Lots	\$160.00
(\$40.00 quarterly)	
Hourly fee for the Waterfront Trust lot, the NRA East & West lots, the State St Lot	\$1.00
Parking Garage	\$1.00
Hourly fee for the Green St Lot, Prince Place Lot & Hales Ct Lot	\$1.50
Resident Monthly Pass for the Garage	\$60.00
Non-Resident Monthly Pass for the Garage	\$80.00
Fine for Non-Display, Non-Payment, or Overtime Violation	\$25.00

---

 Councillor Barry N. Connell

# ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 13, 2018

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

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

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

**Section III-C: Zoning Map.**

The Zoning Map of said Zoning Ordinance entitled "Zoning Map of the City of Newburyport," referenced in Section III-C (entitled Zoning Map) is hereby amended pursuant to Section III-D "Changes to Zoning Map" as follows:

- a) Add a so-called "Colby Farm Lane Residential Overlay District" (CFL-ROD) as depicted on the attached map entitled "Colby Farm Lane Residential Overlay District," prepared by the Office of Planning & Development, dated August 7, 2018;
- b) Eliminate the existing "IB-ROD" Overlay District, which is referenced in Section XIV entitled "Open Space Residential Development (OSRD); and
- c) Change the entire existing I-1B District located north of Colby Farm Road and west of Low Street to an R-2 District.

**Section XIV: Open Space Residential Development (OSRD)**

**Section XIV-A: Purposes and intent.**

*Delete subsection (5) of Section XIV-A, entitled "Purposes and intent," in its entirety, and replace said subsection with the following:*

*(5) To further the goals and policies of the City of Newburyport Master Plan, Strategic Land Use Plan and Open Space & Recreation Plan, as amended from time to time;*

**Section XIV-B: Applicability**

*Delete subsection b. of Section XIV-B, entitled "Applicability," in its entirety, and replace said subsection with the following:*

*b. Zoning classification:* Only those tracts located in the following districts shall be eligible for consideration as an OSRD: AC, R1, R2, R3 and the Colby Farm Lane – Residential Overlay District (CFL-ROD). Residential Overlay Districts, such as the CFL-ROD, are intended to provide added incentives for open space protection due to the unique ecological, cultural, and/or aesthetic characteristics of the properties within the overlay district.

**Section XIV-G: Conventional subdivision yield plan – Basic maximum number of lots/dwelling units.**

*Insert a new subsection b. under Section XIV-G, entitled “Conventional subdivision yield plan – Basic maximum number of lots/dwelling units,” as follows:*

*b. Determination of yield within CFL-ROD: Notwithstanding any provision to the contrary, properties within the CFL-ROD are required to establish a determination of yield based on the requirements listed in Section XIV-G(a) using dimensional regulations applicable to the R-2 District.*

**Section XIV-I: Open space requirements**

*Delete subsection (i)(d) of Section XIV-I, entitled “Open space requirements,” in its entirety, and replace said subsection with the following:*

*d. In the CFL-ROD a minimum of eighty (80) percent of the tract shown on the OSRD-SP plan shall be open space and must be preserved as such in perpetuity in accordance with this subsection.*

*Delete the first two (2) sentences of subsection (vii)(3) of Section XIV-I, entitled “Open space requirements,” and replace said sentences with the following:*

*3. A corporation or trust owned individually (for agricultural or conservation purposes only) or jointly or in common by the owners of lots within the OSRD. If such corporation or trust is utilized, ownership thereof shall pass with conveyance of the lot(s) in perpetuity.*

**Section XIV-J: Design standards**

*In subsection (a)(i)(1) of Section XIV-J, entitled “Design standards,” replace the word “it” with “its”.*

*In subsection (a)(i)(3) of Section XIV-J, entitled “Design standards,” replace the word “compliment” with “complement”.*

**Section XIV-K: Decision of the planning board**

*In subsection (a)(v) of Section XIV-K, entitled “Decision of the planning board,” delete the phrases “(2001)” and “(2004)”.*

*Replace the text of subsection (a)(viii) of Section XIV-K, entitled “Decision of the planning board,” in its entirety, and replace said text with the following:*

*viii. Whether the proposed construction of housing, landscape and streetscape is in harmony with the overall architectural heritage and historic character of the City of Newburyport; and”*

**Section XIV-L: Increases in permissible density**



Delete subsections (b) and (c) of Section XIV-L, entitled "Increases in permissible density," in their entirety, and replace said subsections with the following:

b. In the CFL-ROD district, the planning board at its discretion may award a density bonus for an OSRD to increase the number of dwelling units beyond the basic maximum number. All projects within the CFL-ROD which provide either: 1) at least eighty-five (85) percent protected open space; or 2) deeded public access to, and improvements on, the protected open space, may be permitted an increase in permissible density of twenty-five (25) percent beyond the basic maximum number to a maximum density of twenty-five (25) units excluding the required percent of affordable housing units.

c. In the AC, R1, R2, R3, and CFL-ROD districts, excluding units required under the Inclusionary Affordable Housing Ordinance, for every one dwelling unit restricted to occupancy for a period of not less than ninety-nine (99) years by persons or families who qualify as low or moderate income, as those terms are defined for the area by the commonwealth's department of housing and community development, the planning board may award a density bonus of two (2) market-rate dwelling units; provided, however, that this density bonus, in aggregate with other density bonuses, shall not exceed twenty-five (25) percent of the basic maximum number.

**Section XIV-N: Affordable housing requirements for OSRD projects**

Insert a new Section XIV-N, entitled "Affordable housing requirements for OSRD projects" to read as follows:

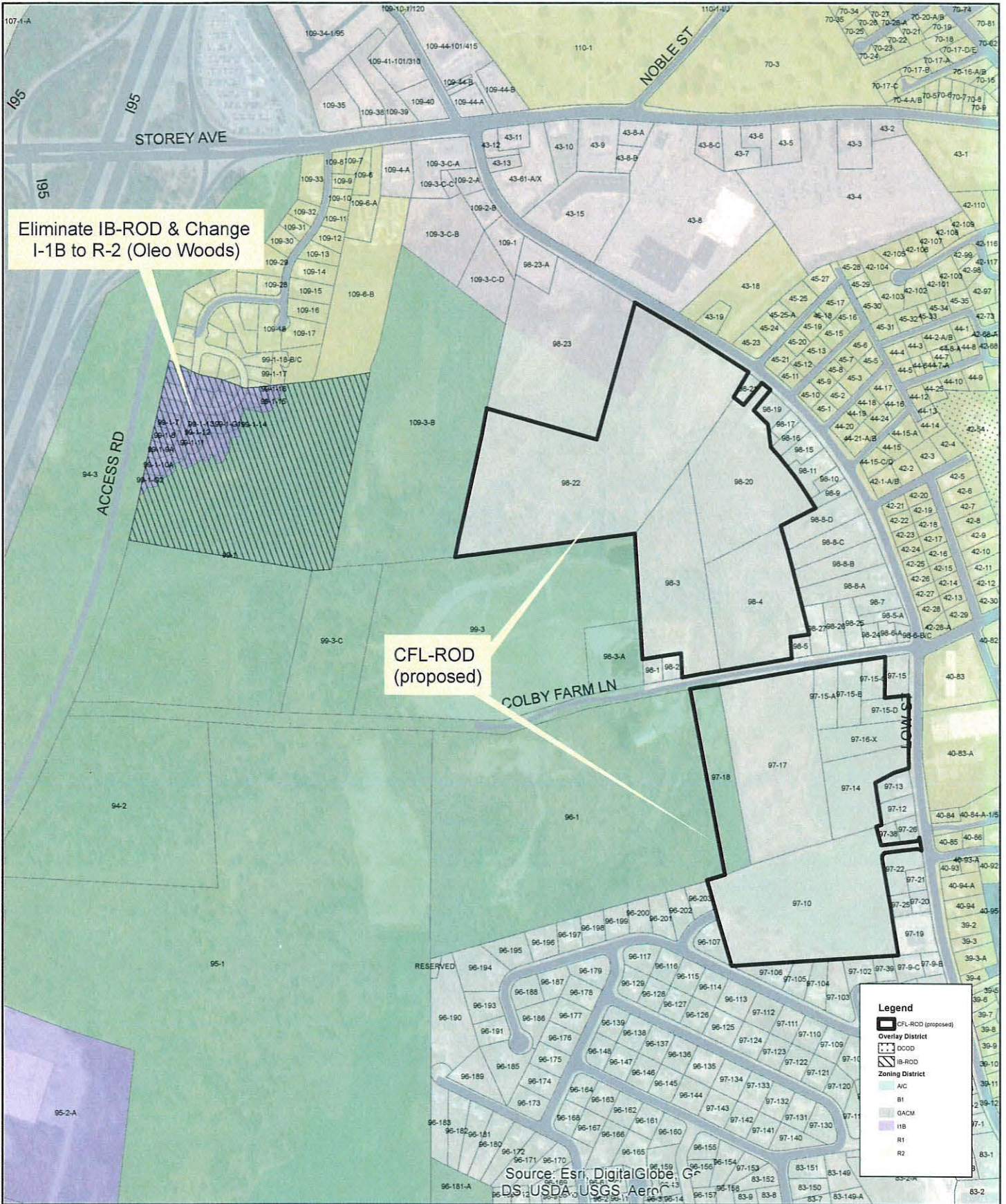
For additional information regarding the minimum affordable housing requirements applicable to all OSRD projects, regardless of any density increases awarded pursuant to Section XIV-L, see Section XXX, entitled "Inclusionary affordable housing."

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Councillor Larry G. Giunta, Jr.

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Councillor Charles F. Tontar



# Colby Farm Lane Residential Overlay District

Office of Planning and Development  
August 7, 2018