

**CITY COUNCIL “HYBRID”**

**MEETING AGENDA**

**August 30, 2021**

**City Council Meeting 7:30 pm**

**LOCATION: City Council Chambers, City Hall  
60 Pleasant Street, Newburyport**

Zoom Details:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87977934012>

Or One tap mobile :

US: +13017158592

Or Telephone:

US: +1 301 715

Webinar ID: 879 7793 4012

**1. CALL TO ORDER**

**2. LATE FILE**

- COMM346\_08\_30\_2021 Late File Ltr. Jane Snow Coffin St. safety concerns
- COMM347\_08\_30\_2021 Late File Ltr. David Ouellette 25 MPH citywide speed limit
- ODNC093\_08\_30\_2021 Late File Restricting residential permits on campers
- ODNC094\_08\_30\_2021 Late File Municipal Fee Schedule
- ORDR277\_08\_30\_2021 Late File Municipal Fee Schedule Fiscal Year 2022

**3. PUBLIC COMMENT**

**4. MAYOR'S COMMENT**

**CONSENT AGENDA**

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

**5. APPROVAL OF MINUTES**

- August 5, 2021 (Approve)

**6. COMMUNICATIONS**

- COMM341\_08\_30\_2021 Ltr. From Rosemary Turgeon (R&F)
- COMM342\_08\_30\_2021 Ltr. Anders Jahn Tennis courts Nock Middle School (R&F)
- COMM343\_08\_30\_2021 Congregation Ahavas Achim sign at High & Olive Sts. (N&CS)
- COMM344\_08\_30\_2021 Hanukkah menorah Market Sq. 11/22-12/10 (GG)
- COMM345\_08\_30\_2021 Public Safety Concern, Parker Street (PS)
- APPL049\_08\_30\_2021 Harborside Half Marathon & 5K - 11/21/2021 (PS)

**7. TRANSFERS**

**8. APPOINTMENTS**

- APPT267\_08\_30\_2021 Monica Bartley 58 Temple St. Cultural Council 9/13/2024

- APPT268\_08\_30\_2021 Bruce Menin 148 High St. Human Rights Commission 9/15/2024  
*\*Refer to Planning & Development Reappointment*
- \*APPT269\_08\_30\_2021 Elisabeth M. DeLisle 50 Woodland St. Planning Board 9/1/2026
- \*APPT270\_08\_30\_2021 Heather Rogers 15 Strong St. Planning Board 9/15/2026
- APPT271\_08\_30\_2021 Brian Raiche 223 Low St Affordable Housing Trust 9/15/2023

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

**Budget and Finance**

- ORDR252\_05\_24\_2021 Phillips Drive Loan Order (COTW)
- COMM332\_06\_28\_2021 Phillips Drive Neighborhood Committee Letter
- ORDR268\_08\_09\_2021 Accepting Safe Boat Grant
- TRAN109\_08\_09\_2021 From Gen. Budget Cont. \$127, 880 to POL Sal. Ofcr \$87,030., POL Offer. OT \$8,500. POL Offer. Pd. Holidays \$8,000., POL Offer Clothing \$15,000., POL Accreditation Allw. \$5,600., POL Offer Night Differential \$3,750.00

**Neighborhood & City Services**

**Planning & Development**

- APPT260\_07\_12\_2021 Patricia Peknik 4 Dove St. Historical Comm. 7/31/2024
- APPT264\_08\_09\_2021 Greg Earls Sanborn Rd Hampton, NH Conditional Building Commissioner 09/01/2024
- ORDR272\_08\_09\_2021 Preservation Restriction 64 Purchase Street
- ODNC085\_08\_09\_2021 AHT increasing membership-codify as Municipal Board

**Public Safety**

- APPL044\_08\_09\_2021 Block Party: Atkinson b/w Strong & Boardman on 9/25
- APPL045\_08\_09\_2021 Maritime Days (TCHMM) 9/10-9/12
- APPL046\_08\_09\_2021 9th Annual Coast to the Cure NF bike ride 9/11/2021 Chain Bridge to Ocean St
- APPL047\_08\_09\_2021 Block Party 9/18/21 Middle St b/w Center & Fair
- COMM340\_08\_09\_2021 Police Marshal Murray Contract
- ORDR271\_08\_09\_2021 Merrimac Street Striping Plan

**END OF CONSENT AGENDA**

## REGULAR AGENDA

### 9. MAYOR'S UPDATE

### 10. COMMUNICATIONS

- COMM346\_08\_30\_2021 Late File Ltr. Jane Snow Coffin Street safety concerns
- COMM347\_08\_30\_2021 Late File Ltr. David Ouellette 25 MPH citywide speed limit

### 11. TRANSFERS

### 12. SECOND READING APPOINTMENTS

- APPT262\_08\_09\_2021 Peter Kimmins 50 Temple St. Cultural Council 8/31/2024
- APPT265\_08\_09\_2021 Kathleen Brittan 21 Phillips Dr Cultural Council 08/31/2024
- APPT266\_08\_09\_2021 Cynthia Schartman 12 1/2 Market Cultural Council 08/31/2024

### 13. ORDERS

- ORDR273\_08\_30\_2021 PR Acceptance for 342 Merrimac St
- ORDR274\_08\_30\_2021 Loan Order for Police Cruisers
- ORDR275\_08\_30\_2021 Licensed Contractor DiStasio Excavation
- ORDR276\_08\_30\_2021 Crosswalk at Pleasant St and Inn St
- ORDR277\_08\_30\_2021 Late File Municipal Fee Schedule Fiscal Year 2022

### 14. ORDINANCES

- ODNC076\_05\_10\_2021 Proposed Zoning Amendment Mini-Reform 2<sup>nd</sup> reading
- ODNC091\_08\_30\_2021 Street, way or grounds specifications
- ODNC092\_08\_30\_2021 Zoning Amendment Encouraging Outdoor and Recreational Activities
- ODNC093\_08\_30\_2021 Late File Restricting residential permits on campers
- ODNC094\_08\_30\_2021 Late File Municipal Fee Schedule

### 15. COMMITTEE ITEMS

#### **Ad Hoc Committee on Economic Development**

##### *In Committee:*

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

##### *In Committee:*

- COMM261\_08\_31\_2020 Proposed Timeline, Waterfront
- ORDR227\_12\_14\_2020 Appropriate NRA funds for RFP award

#### **Budget & Finance**

##### *In Committee:*

- ORDR252 05 24 2021 Phillips Drive Loan Order (COTW)
- COMM332 06 28 2021 Phillips Drive Neighborhood Committee Letter

- **ORDR268 08 09 2021 Accepting Safe Boat Grant**
- **TRAN109 08 09 2021 From Gen. Budget Cont. \$127, 880 to POL Sal.Ofcr \$87,030.,POL Offer.OT \$8,500.POL.Offer.Pd. Holidays \$8,000., POL Offer Clothing \$15,000.,POL Accreditation Allw.\$5,600.,POL Ofcr Night Differential \$3,750.00**
- COMM311\_03\_08\_2021 Cllr Tontar letter re: KP Law Legal Opinion on Council Salaries
- ORDR265\_08\_09\_2021 CPC-FY22 Recommendations
- ORDR269\_08\_09\_2021 Friends of COA Gift Acceptance
- ODNC090\_08\_09\_2021 Proposed Electrical Fee Schedule

### Education

#### *In Committee:*

- COMM273\_10\_13\_2020 Ltr of Non-Support from Mayor on Acts of 1987
- COMM329\_05\_24\_2021 Statement of Interest, School Building Authority

### General Government

#### *In Committee:*

- COMM325\_05\_10\_2021 Ordinance Review Committee Report
- COMM330\_05\_24\_2021 Late File Code of Ordinances Edited May 2021
- COMM331\_05\_24\_2021 Late File Newburyport Fee Schedule
- APPT263\_08\_09\_2021 Donna 8 Chadwick Human Resources Dir. 7/01/2024  
Drelick Methuen,MA
- ORDR270\_08\_09\_2021 Indigenous Peoples Day

### License & Permits

#### *In Committee:*

- ODNC047\_01\_27\_2020 General Ordinance - Short Term Rental Units Rules
- COMM229\_02\_24\_2020 Ltr re: Implementation of Short-Term Rental Ordinance
- APPL048\_08\_09\_2021 A-Frame Variance- The Peg Center for Art & Activism, Inc.

### Neighborhoods & City Services

#### *In Committee:*

- COMM234\_03\_30\_2020 Ltr from Newburyport Livable Streets March 11, 2020
- COMM285\_01\_27\_2021 Memorandum from Councillor Christine Wallace
- COMM299\_02\_08\_2021 Late File Phillips Dr. Neighborhood Committee Ltr
- COMM326\_05\_10\_2021 Late File Hale Street bicycle/pedestrian improvements (CIP)
- COMM337\_07\_12\_2021 Central Congregational Request crosswalk painting
- ODNC084\_07\_12\_2021 Streets, Sidewalks, and Other Public Places Alterations and Maintenance

### Planning & Development

#### *In Committee:*

- APPT260 07 12 2021 Patricia 4 Dove St. Historical Comm. 7/31/2024  
Peknik
- APPT264 08 09 2021 Greg Sanborn Rd Conditional Building 09/01/2024  
Earls Hampton,NH Commissioner
- ORDR272 08 09 2021 Preservation Restriction 64 Purchase Street
- ODNC085 08 09 2021 AHT increasing membership-codify as Municipal Board
- ODNC046\_01\_27\_2020 Zoning Amendment - Short Term Rental Units Definition
- COMM231\_03\_09\_2020 Ltr re: Short-Term Rental Ordinance
- COMM282\_01\_27\_2021 Ltr from Jim McCarthy re: Sign Proposal
- ODNC083\_06\_28\_2021 Zoning-Amendment-I-95-Wind-Corridor

- ODNC087\_08\_09\_2021 Municipal Facility Reports
- ODNC088\_08\_09\_2021 Municipal Building Procurement
- ODNC089\_08\_09\_2021 VII-A-Off-street parking regulations
- COMM338\_08\_09\_2021 Blight at State & High, Abandoned Global Oil Service Station

## Public Safety

### *In Committee:*

- APPL042\_07\_12\_2021 **IPA 5K 40 Parker St. 9/26/21**
- APPL043\_07\_12\_2021 **Late File Block Party Barton St, 8/14/2021**
- APPL044\_08\_09\_2021 **Block Party: Atkinson b/w Strong & Boardman on 9/25**
- APPL045\_08\_09\_2021 **Maritime Days (TCHMM) 9/10-9/12**
- ORDR271\_08\_09\_2021 **Merrimac Street Striping Plan**
- APPL046\_08\_09\_2021 **9th Annual Coast to the Cure NF bike ride** **9/11/2021**  
Chain Bridge to Ocean St
- APPL047\_08\_09\_2021 **Block Party 9/18/21 Middle St b/w Center & Fair**
- COMM340\_08\_09\_2021 **Police Marshal Murray Contract**
- COMM216\_01\_13\_2020 Ltr re: Ban the Use of Glyphosate
- APPT165\_04\_13\_2020 Dr. Robin Blair 18 Market St. Board of Health 4/30/2023
- COMM243\_05\_11\_2020 Ltr from Jane Rascal re: NMMCD
- ORDR200\_07\_30\_2020 List of Crosswalks Amended
- COMM283\_01\_27\_2021 Ltr from Jim McCarthy-speed limit
- COMM328\_05\_10\_2021 Petition 25 mph Ferry & Laurel Rds.
- COMM334\_06\_28\_2021 Crosswalk Rawson Ave/High St/Highland Ave
- COMM335\_06\_28\_2021 Safety Review Rawson Ave Ltr. Daniel Blest
- ODNC086\_08\_09\_2021 Loading Zone - Liberty Street

## Public Utilities

### *In Committee:*

- COMM290\_02\_08\_2021 Falmouth Broadband Feasibility Study (full text in Clerk's office)
- COMM295\_02\_08\_2021 Best Best & Krieger Small Cells Order Annual Meeting
- COMM296\_02\_08\_2021 Natoa FCC Small Wireless Facilities Rules Compliance Guide

## Rules

### *In Committee:*

- COMM220\_01\_27\_2020 Proposed City Council Rule 9F
- ORDR170\_02\_24\_2020 Amendment Council Rules 2020 (COTW)
- ORDR171\_02\_24\_2020 Amendment to Rule 17B (COTW)
- ORDR239\_02\_8\_2021 Council Rule 7 and 10B

## 16. GOOD OF THE ORDER

## 17. ADJOURNMENT

**CONSENT AGENDA**

**CITY COUNCIL “HYBRID”**

**MEETING MINUTES**

**August 9, 2021**

**Regular Council Meeting 7:00 pm**

**Executive Session**

**Resume Regular Council Meeting 8:15 pm**

**LOCATION: City Council Chambers, City Hall  
60 Pleasant Street, Newburyport**

Zoom Details for Regular Session

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87977934012>

Or One tap mobile :

US: +13017158592

Or Telephone:

US: +1 301 715

Webinar ID: 879 7793 4012

Moment of silence remembering Jeff Stone

**1. CALL TO ORDER**

The City Council President Jared Eigerman called the City Council meeting to order at 7:02 pm and asked the City Clerk, Richard B. Jones, to call the roll. The following City Councillors answered present Shand, Tontar, Vogel, Wallace, Zeid, Lane, and Eigerman. 8 present, 3 absent (BC,JD,AK).

**2. PRESENTATION ON JOHN F. CUTTER, Jr. WEST END FIRE STATION**

7:07 Councillor Connell present.

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**3. EXECUTIVE SESSION**

**(A) TO CONSIDER THE PURCHASE OF REAL ESTATE IN CONNECTION WITH THE RECONSTRUCTION OF THE CUTTER WEST END FIRE STATION**

**(B) TO DISCUSS LITIGATION INVOLVING 93 STATE STREET, NEWBURYPORT AND THE APPEAL OF THE PLANNING BOARD DECISION PENDING IN LAND COURT.**

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Motion to go into Executive Session for the stated purposes by Councillor Zeid, seconded by Councillor Shand. Roll call vote. 9 yes, 2 absent (JD, AK). Motion passes.

Executive Session 7:18 pm.

**4. RESUME REGULAR COUNCIL MEETING AT 8:15 PM**

Regular City Council meeting resumes at 8:16 pm.

**5. LATE FILE**

- ORDR272\_08\_09\_2021 Preservation Restriction 64 Purchase St
- ODNC090\_08\_09\_2021 Proposed Electrical Fee Schedule
- APPT264\_08\_09\_2021 Greg Sanborn Rd Conditional Building 09/01/2024  
Earls Hampton,NH Commissioner

Motion to waive the rules and accept the Late Files by Councillor Zeid, seconded by Councillor Lane. So voted.

**6. PUBLIC COMMENT**

- Greg Earls 2 Sanborn Road, Hampton Falls, NH
- Merianne Vesey 10 Kent Street
- Betsy Hazen 30 Oakland Street
- Linda Lu Burciaga 18 Hoyts Lane
- John Burciaga 18 Hoyts Lane
- Rev. Rebecca Byron 26 Pleasant Street
- Cindy Schartman 12 1/2 Market Street
- Elizabeth Goullaud 9 Marquand Lane
- Cordelia Casey 9 Marquand Lane
- Sunny Douglas 2 Moseley Avenue
- Jonnie Lyn Evans 54 Jefferson Street
- Kathleen Brittan 21 Phillips Drive
- Ahmer Ibrahim 85 Prospect Street
- Jean Costello 522 Merrimac Street
- Mahtowin Munro for UAINE and IndigenousPeoplesDay.org
- Statement in Support of Indigenous Peoples Day in Newburyport

**7. MAYOR'S COMMENT**

**CONSENT AGENDA**

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

**8. APPROVAL OF MINUTES**

- July 12, 2021 City Council Meeting (Approve)

**9. COMMUNICATIONS**

- APPL044\_08\_09\_2021 Block Party Atkinson b/w Strong & Boardman 9/25/2021 (PS)  
(raindate 9/26/2021)
- APPL045\_08\_09\_2021 Maritime Days 9/10/2021-9/12/2021 (PS)
- APPL046\_08\_09\_2021 9th Annual Coast to the Cure NF bike ride 9/11/2021 (PS)  
Chain Bridge to Ocean St
- APPL047\_08\_09\_2021 Block Party 9/18/21 Middle St b/w Center & Fair (PS)
- APPL048\_08\_09\_2021 A-Frame Variance- The Peg Center for Art & Activism, Inc. (LP)
- COMM338\_08\_09\_2021 Blight at State & High, Abandoned Global Oil Service Station (P&D)
- COMM339\_08\_09\_2021 High Street Pavement Marking & Striping Plan (NCS)  
Moved referral from NCS to PS at the request of Councillor McCauley.

**10. TRANSFERS**

- TRAN109\_08\_09\_2021 From Gen. Budget Cont. \$127, 880 to POLSal.Ofcr \$87,030.,POL Offer.OT \$8,500.POL.Offer.Pd. Holidays \$8,000., POL Offer Clothing \$15,000.,POL Accreditation Allw.\$5,600.,POLOfcr Night Differential \$3,750.00

Referred to BF at the request of Councillor Zeid.



11. **APPOINTMENTS**

- APPT262\_08\_09\_2021 Peter Kimmins 50 Temple St. Cultural Council 8/31/2024
- APPT263\_08\_09\_2021 Donna Drelick 8 Chadwick Methuen,MA Human Resources Dir. 7/01/2024
- APPT264\_08\_09\_2021 Greg Earls Sanborn Rd Hampton,NH Conditional Building Commissioner 09/01/2024
- APPT265\_08\_09\_2021 Kathleen Brittan 21 Phillips Dr Cultural Council 08/31/2024
- APPT266\_08\_09\_2021 Cynthia Schartman 12 1/2 Market Cultural Council 08/31/2024

APPT263\_08\_09\_2021 Moved to the regular agenda at the request of Councillor Zeid.

APPT264\_08\_09\_2021 Moved to the regular agenda at the request of Councillor Shand.

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

**Budget and Finance**

- TRAN108\_07\_12\_2021 Multiple Accts \$99,921 to Multiple Accts \$99,921 (see attached)

**Neighborhood & City Services**

- ORDR256\_06\_07\_2021 Intent to Lease 50 Parker St

**Planning & Development**

- ODNC076\_05\_10\_2021 Proposed Zoning Amendment Mini-Reform (COTW)

**Public Safety**

- APPT256\_06\_28\_2021 Mark Murray Marshal Newburyport Police Dept. 6/30/2026

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

**END OF CONSENT AGENDA**

## REGULAR AGENDA

### 12. MAYOR'S UPDATE

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

### 13. COMMUNICATIONS

- COMM339\_08\_09\_2021 High Street Pavement Marking & Striping Plan  
Motion to refer to Public Safety by Councillor McCauley, seconded by Councillor Wallace. So voted.
- COMM340\_08\_09\_2021 Police Marshal Murray Contract  
Motion to refer to Public Safety by Councillor McCauley, seconded by Councillor Vogel. So Voted.

### 14. TRANSFERS

### 15. FIRST READING APPOINTMENTS

- APPT263\_08\_09\_2021 Donna 8 Chadwick Human Resources Dir. 7/01/2024  
Drelick Methuen,MA

Motion to refer to General Government by Councillor Zeid, seconded by Councillor McCauley. So voted.

- APPT264\_08\_09\_2021 Greg Sanborn Rd Conditional Building 09/01/2024  
Earls Hampton,NH Commissioner

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

### 16. SECOND READING APPOINTMENTS

- APPT259\_07\_12\_2021 Susan Chase 44 Oak St. Emma Andrews Library 10/29/2022
- APPT261\_07\_12\_2021 Willem E. 55 Highland Asst. Harbormaster Shellfish 8/1/2024  
Van de Stadt St. Const./Sp. Police Officer

Motion to approve collectively by Councillor Zeid, seconded by Councillor Lane. Roll call vote. 9 yes, 2 absent (JD, AK). Motion passes.

### 17. ORDERS

- ORDR265\_08\_09\_2021 CPC-FY22 Recommendations  
Motion to refer to Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted.
- ORDR266\_08\_09\_2021 Veteran's Parking Space Painting  
Motion to refer to Neighborhood & City Services by Councillor Tontar, seconded by Councillor Zeid. Motion to declare an emergency by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (JD, AK). Motion passes. Motion to waive the Council rules and not refer to committee by Councillor Zeid, seconded by Councillor Lane. So voted. Motion at approve by Councillor Tontar, seconded by Councillor Zeid. So voted.
- ORDR267\_08\_09\_2021EP Emergency Preamble Early Voting 2021
- ORDR267\_08\_09\_2021 Early Voting 2021  
Motion to approve the emergency, motion to waive the rules, motion to approve by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (JD, AK). Motion passes.
- ORDR268\_08\_09\_2021 Accepting Safe Boat Grant  
Motion to refer to Budget & Finance by Councillor Tontar, seconded by Councillor Tontar. So voted.
- ORDR269\_08\_09\_2021 Friends of COA Gift Acceptance  
Motion to refer to Budget & Finance by Councillor Tontar, seconded by Councillor Tontar. So voted.
- ORDR270\_08\_09\_2021 Indigenous Peoples Day  
Motion to refer to General Governemnt by Councillor Shand, seconded by Councillor Tontar. 8 yes, 1 present (SZ), 2 absent (JD, AK). Motion passes.

- ORDR271\_08\_09\_2021 Merrimac Street Striping Plan

Motion to refer to Public Safety by Councillor Wallace, seconded by Councillor McCauley. So voted.

- ORDR272\_08\_09\_2021 Preservation Restriction 64 Purchase Street

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

## 18. ORDINANCES

- ODNC080\_06\_07\_2021 Amended Union St Parking Restrictions 2<sup>nd</sup> Reading  
Motion to approve on 2<sup>nd</sup> reading by Councillor Zeid, seconded by Councillor Lane. Roll call vote. 9 yes, 2 absent (JD, AK). Motion passes.

- ODNC081\_06\_07\_2021 Amended Quorum Historic Comm (UPDATED 7/8/21) 2<sup>nd</sup> Reading  
Motion to approve on 2<sup>nd</sup> reading by Councillor Shand, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (JD, AK). Motion passes.

- ODNC085\_08\_09\_2021 AHT increasing membership-codify as Municipal Board  
Motion to refer to Planning & Development by Councillor Shand, seconded by Councillor Lane. So voted.

- ODNC086\_08\_09\_2021 Loading Zone - Liberty Street  
Motion to refer to Public Safety by Councillor Zeid, seconded by Councillor Lane. So voted.

- ODNC087\_08\_09\_2021 Municipal Facility Reports  
Motion to refer to Planning & Development by Councillor Tontar, seconded by Councillor Vogel. So voted.

- ODNC088\_08\_09\_2021 Municipal Building Procurement  
Motion to refer to Planning & Development by Councillor Zeid, seconded by Councillor Tontar. So voted.

- ODNC089\_08\_09\_2021 VII-A-Off-street parking regulations  
Motion to refer to Planning & Development by Councillor Zeid, seconded by Councillor Connell. So voted.

- ODNC090\_08\_09\_2021 Proposed Electrical Fee Schedule  
Motion to refer to Budget & Finance by Councillor Zeid, seconded by Councillor Tontar. So voted.

## 19. COMMITTEE ITEMS

### Ad Hoc Committee on Economic Development

#### *In Committee:*

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

#### *In Committee:*

- COMM261\_08\_31\_2020 Proposed Timeline, Waterfront
- ORDR227\_12\_14\_2020 Appropriate NRA funds for RFP award

### Budget & Finance

#### *In Committee:*

- COMM311\_03\_08\_2021 Cllr Tontar letter re: KP Law Legal Opinion on Council Salaries
- ORDR252\_05\_24\_2021 Phillips Drive Loan Order (COTW)
- COMM332\_06\_28\_2021 Phillips Drive Neighborhood Committee Letter
- **TRAN108\_07\_12\_2021 Multiple Accts \$99,921 to Multiple Accts \$99,921 (see attached)**  
Motion to approve by Councillor Zeid, seconded by Councillor MCCAuley. So voted.

### Education

#### *In Committee:*

- COMM273\_10\_13\_2020 Ltr of Non-Support from Mayor on Acts of 1987
- COMM329\_05\_24\_2021 Statement of Interest, School Building Authority

## General Government

### *In Committee:*

- COMM325\_05\_10\_2021 Ordinance Review Committee Report
- COMM330\_05\_24\_2021 Late File Code of Ordinances Edited May 2021
- COMM331\_05\_24\_2021 Late File Newburyport Fee Schedule

## License & Permits

### *In Committee:*

- ODNC047\_01\_27\_2020 General Ordinance - Short Term Rental Units Rules
- COMM229\_02\_24\_2020 Ltr re: Implementation of Short-Term Rental Ordinance

## Neighborhoods & City Services

### *In Committee:*

- COMM234\_03\_30\_2020 Ltr from Newburyport Livable Streets March 11, 2020
- COMM285\_01\_27\_2021 Memorandum from Councillor Christine Wallace
- COMM299\_02\_08\_2021 Late File Phillips Dr. Neighborhood Committee Ltr
- COMM326\_05\_10\_2021 Late File Hale Street bicycle/pedestrian improvements (CIP)
- **ORDR256 06 07 2021 Intent to Lease 50 Parker St**  
Motion to approve by Councillor Connell, seconded by Councillor Shand. Roll call vote. 8 no, 1 yes (HS), 2 absent (JD, AK). Motion fails.
- COMM337\_07\_12\_2021 Central Congregational Request crosswalk painting
- ODNC084\_07\_12\_2021 Streets, Sidewalks, and Other Public Places Alterations and Maintenance

## Planning & Development

### *In Committee:*

- ODNC046\_01\_27\_2020 Zoning Amendment - Short Term Rental Units Definition
- COMM231\_03\_09\_2020 Ltr re: Short-Term Rental Ordinance
- **ODNC076 05 10 2021 Proposed Zoning Amendment Mini-Reform (COTW)**  
Council President Eigerman steps down, Councillor Connell pro tempore. Motion to approve by Councillor Shand, seconded by Councillor Zeid. Motion to amend Section XXVII-F with the following language, "Proposed replacement windows may be made to open and close (*i.e.* become operable windows), provided, however, that such means of opening-and-closing and replacement windows shall be approved by the SPGA under a DOD-SP, notwithstanding the condition(s) of the existing window(s) as outlined in Section XXVII-F(5)(e)." by Councillor Eigerman, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (JD, AK). Motion passes. Roll call vote. 9 yes, 2 absent (JD, AK). Motion passes.  
Councillor Eigerman returns as Council President.
- COMM282\_01\_27\_2021 Ltr from Jim McCarthy re: Sign Proposal
- ODNC083\_06\_28\_2021 Zoning-Amendment-I-95-Wind-Corridor
- APPT260\_07\_12\_2021 Patricia Peknik 4 Dove St. Historical Comm. 7/31/2024

## Public Safety

### *In Committee:*

- COMM216\_01\_13\_2020 Ltr re: Ban the Use of Glyphosate
- APPT165\_04\_13\_2020 Dr. Robin Blair 18 Market St. Board of Health 4/30/2023
- COMM243\_05\_11\_2020 Ltr from Jane Rascal re: NMMCD
- ORDR200\_07\_30\_2020 List of Crosswalks Amended
- COMM283\_01\_27\_2021 Ltr from Jim McCarthy-speed limit
- COMM328\_05\_10\_2021 Petition 25 mph Ferry & Laurel Rds.
- COMM334\_06\_28\_2021 Crosswalk Rawson Ave/High St/Highland Ave

- COMM335\_06\_28\_2021 Safety Review Rawson Ave Ltr. Daniel Blest
- APPT256\_06\_28\_2021 Mark Murray Marshal 6/30/2026  
Newburyport  
Police Dept.

Motion to approve by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (JD, AK).  
Motion passes.

- APPL042\_07\_12\_2021 IPA 5K 40 Parker St. 9/26/21
- APPL043\_07\_12\_2021 Late File Block Party Barton St, 8/14/2021

#### **Public Utilities**

##### *In Committee:*

- COMM290\_02\_08\_2021 Falmouth Broadband Feasibility Study (full text in Clerk's office)
- COMM295\_02\_08\_2021 Best Best & Krieger Small Cells Order Annual Meeting
- COMM296\_02\_08\_2021 Natoa FCC Small Wireless Facilities Rules Compliance Guide

#### **Rules**

##### *In Committee:*

- COMM220\_01\_27\_2020 Proposed City Council Rule 9F
- ORDR170\_02\_24\_2020 Amendment Council Rules 2020 (COTW)
- ORDR171\_02\_24\_2020 Amendment to Rule 17B (COTW)
- ORDR239\_02\_8\_2021 Council Rule 7 and 10B

### **20. GOOD OF THE ORDER**

### **21. ADJOURNMENT**

Motion to adjourn at 9:44 pm by Councillor Zeid, seconded by Councillor Tontar. So voted.

**COMMUNICATIONS**

**From:** Rosemary Turgeon <[chuckturgeon3@comcast.net](mailto:chuckturgeon3@comcast.net)>  
**Sent:** Tuesday, August 10, 2021 10:55 AM  
**To:** Rosemary Turgeon  
**Subject:** [Ext]In favor of the renovation of the Nock/Molin Tennis Courts 🎾

*external e-mail use caution opening*  
Good morning,

I just wanted to take a minute to let you know that I am in favor of the CPC's recommendation to fund the long overdue renovation of the **tennis courts at the Nock/Molin schools**. The existing courts have been in un-usable condition for over 20 years and they are eyesore to the school's neighbors.

I love playing tennis and selfishly would love for there to be additional courts available for recreational outdoor play during the spring, summer, and fall. Newburyport does not currently have sufficient courts to meet the communities' demand for court time – so I often find myself in Amesbury, West Newbury, Boxford or Byfield looking for courts. Two more courts locally would make me so happy!

Further, the existing courts in town do not even come close to meet the needs of our student athletes from NHS. We finally have a boys team, and this year had a record number of girls try out for a Varsity and 2 JV teams. Both tennis teams had to make due with only 3 courts at Atkinson. In order to host proper matches that don't take 5 hours, our teams need 5 courts in all. They also need more practice space. Adding just two courts at the Nock necessarily solve these problems, but it will absolutely alleviate the pressure on practice space and perhaps the matches could be in split locations.

I believe the CPC is putting forth its recommendations this month, and I hope that our City Council will approve the designation of funds to this renovation.

Thanks so much,  
Rosemary Turgeon  
20 Daniel Lucy Way

August 13, 2021  
Update

January 9, 2021

Below is a letter I sent this past January. I am resending with one update:  
My son Tommy, who just graduated in June, decided to play varsity tennis for NHS his senior year. Our whole family is ALL IN on the need for proper outdoor tennis facilities for NBPT.

To: Community Preservation Committee  
Subject: Tennis Court Renovation at The Nock Middle School

To Whom It May Concern:

My family and I have lived in Newburyport, MA since 2001. During this time our family has enjoyed all the outdoor recreational activities our wonderful city has to offer. Whether it be a walk on a Plumb Island beach and Maudsley Woods, watching our kids play sports at Cherry Hill and Pioneer Park, these activities are what drive our passion for this city.

My daughter Annika, now 23, played tennis for NHS and during that time I was always a little bummed out about our “home tennis courts” at Atkinson Park. Don’t get me wrong, I love the courts at Atkinson Common. I play there every weekend in the spring, summer and fall. But for a great city like Newburyport not to have a string of 5 courts available to run a high school match is not something we should be satisfied with and whenever I drive by the abandoned courts at the Nock Middle School I can’t stop my mind from going through a bunch of “what if” scenarios.

Another “multiple” court facility in the town is needed. The existing Nock location is perfect. The inventory of free outdoor tennis courts in Newburyport is not sufficient. 3 courts at Atkinson Common and 1 Court at Cashman and Perkins doesn’t cut it. We can never have enough outdoor recreational resources in our town. Outdoor fresh air recreation is one of the only things that kept our city’s citizens sane during the last 11 months.

My wife and I plan on staying in NBPT until our end of days which means playing tennis on our courts well into our 60’s, 70’s and 80’s, easily!

Please sign me up as a supporter of this initiative. I would welcome the opportunity to contribute.

Sincerely,  
Anders Jahn  
45 Hill Street



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2021 AUG -9 AM 11:10

August 9, 2021

Richard Jones, City Clerk  
City Hall  
Newburyport, MA

Dear Mr. Jones,

I am writing from Congregation Ahavas Achim (Jewish synagogue on Washington Street) for information on the procedure for getting city approval for a permanent sign at the corner of High and Olive Streets.

The Congregation had a sign at that location for many years until it was knocked down about 15-20 years ago, and we never took the steps to have it replaced.

I understand from your office that we need to apply to the City Council for permission to replace it. I also need information on what size is allowed and any restrictions that might apply.

Thank you very much,



Ron Rutchick  
Congregation Ahavas Achim  
Chairman of Building Committee  
53½ Washington St., Newburyport

Cell: 978-869-4058  
[ronrutchick@gmail.com](mailto:ronrutchick@gmail.com)

Home address:  
82 Bromfield St.  
Newburyport, MA

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 AUG 10 AM 11:37

August 9, 2021

President and Members of the City Council

City Hall

60 Pleasant Street, Newburyport, MA

Dear City Council,

As in years past, Congregation Ahavas Achim requests a permit to install a Hanukkah menorah in Market Square, adjacent to the Christmas tree. This year Hanukkah begins very early, with the first night falling on November 28<sup>th</sup> and continuing through December 8<sup>th</sup>. We plan to set up the menorah during the week of November 22<sup>nd</sup> and will be able to take it down as early as December 10<sup>th</sup>, however we are open to leaving it in place through New Year's if it is felt that it adds to the city's holiday display. We will need access to an electrical outlet, but will handle all of the setup directly. Thank you very much for your consideration.

Warm wishes,

Alex Matthews

Congregational Leader

Congregation Ahavas Achim, Newburyport

August 21, 2021

**From:** Gary Tirone <[gary.tirone@gmail.com](mailto:gary.tirone@gmail.com)>  
**Date:** August 21, 2021 at 3:45:34 PM EDT  
**To:** [bruce@vogelatlarge.com](mailto:bruce@vogelatlarge.com), [byron@byronlanenbpt.com](mailto:byron@byronlanenbpt.com), [mccauleyward5@gmail.com](mailto:mccauleyward5@gmail.com)  
**Cc:** [HShand@cityofnewburyport.com](mailto:HShand@cityofnewburyport.com)  
**Subject:** Public Safety Concern, Parker St

Good afternoon,

After multiple close encounters with a car and witnessing several close calls with pedestrians and cyclists on Parker St between the entrance of the Rail Trail to the newly constructed sidewalk that ends at Sheppards Auto Body, I am contacting the Public Safety Committee to hopefully initiate some action regarding the excessive speeds that cars and trucks are travelling,

I realize that once the sidewalk is complete that it will be safer, but the long straightaway running from State St to High Rd, broken up by a partially blind hill that sits at the entryway of the Rail Trail tends to have cars/trucks picking up momentum and travelling at higher speeds compromising. Contributing To this is the fact that there seems to be only one speed posting(35mph) as one crosses the town line on the Newbury side right at the point of the Rail Trail entrance. By that point, many vehicles are already travelling too fast.. On both sides of the street, approximately 50 ft from the Rail Trail entrance, there are yellow caution signs, but again the placement doesn't provide enough warning to high speed vehicles to adjust their speed, and one of the signs is partially obscured by a branch

Between cars parking at the entrance, bike riders( including young children), walkers(including those with baby strollers), it seems ripe for a serious accident. The local paper recently ran an article that the Public Safety Committee was considering safety upgrades at the curve/Rail Trail intersection on High St and I hope that perhaps the Parker St/Rail Trail area can also be considered. I think the following upgrades wouldn't be a big budget item and would greatly reduce the current safety risk factors:

1) Speed postings and pedestrian warning signs closer to the intersection of Parker and State Streets. A posting in the area of Sheppards/Hines Way(27 units and currently some with children). For some drivers, a warning at this point would help curb the momentum to speed up that seems to occur on the long straightaway. This would hopefully occur on the Newbury side of Parker St. as well after turning from High Rd., but I realize that is a separate town issue/request.

2) Ideally, a flashing sign showing the rate of speed could be placed on Parker St as close to the Rail Trail intersection. These types of signs at strategic spots in areas of Newburyport have helped slow traffic and create greater awareness for drivers.

3) A speed table at the Rail Trail entrance, or at least some road demarcation that a driver can view from afar to note that a slower speed is required as they approach a highly utilized pedestrian access/movement area.

4) More of a police presence to discourage high rates of speed a few times a week that could issue warnings/tickets to drivers.

I think these items, or even a few of them, would improve the current situation. Since the pandemic, this part of the trail has been more heavily used; and before the pandemic, when trains were running at a full schedule, this route was used by pedestrians/cyclists from the south end to catch the train to Boston. The Rail Trail is a gem for Newburyport, but for safety's sake, a few tweeks/updates are needed.

Thank you for your time and consideration. Please feel free to contact me to discuss and let me know if I can help with this cause in any way

Sincerely,

Gary Tirone  
5 Hines Way, Newburyport  
978-255-2526

## NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. \_\_\_\_\_

Fax. \_\_\_\_\_

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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
NOV 22 2021 11:59

NAME OF EVENT: 6th Annual Harborside Half Marthon & 5K

Date: November 21, 2021 Time: from 9AM to 12:30PM

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

2. Location: Start: 40 Parker St Finish: Cashman Park

3. Description of Property: As per locations above Public \_\_\_\_\_ Private Y

4. Name of Organizer: Loco Sports, LLC City Sponsored Event: Yes \_\_\_\_\_ No N

Contact Person Arlon Chaffee

Address: PO Box 423 Newmarket NH 03857 Telephone: 603-682-9954

E-Mail: arlonchaffee@gmail.com Cell Phone: 603-682-9954

Day of Event Contact & Phone: Arlon Chaffee 603-682-9954

5. Number of Attendees Expected: 1,000

6. MA Tax Number: N/A

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

8. What Age Group is the Event Targeted to? Ages 16-80

9. Have You Notified Neighborhood Groups or Abutters? Yes Y No \_\_\_\_\_, Who? Notice signs on route

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

A. Vending: Food 1 Beverages 1 Alcohol 1 Goods \_\_\_\_\_ Total # of Vendors 3

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

**If yes:**

- a) How many trash receptacles will you be providing? 12 managed by our staff
- b) How many recycling receptacles will you be providing? 6 managed by our staff
- c) Will you be contracting for disposal of : **Trash** Yes Y No          **Recycling** Yes Y No
- i. If yes, size of dumpster(s): **Trash** N/A                   **Recycling** N/A
- ii. Name of disposal company: **Trash** Meadows Disposal Co.     **Recycling** Meadows Disposal Co.
- 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 ? Collection area on site then diposal company hauls away

**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)

# 30@Start 10@Finish Standard                    # 2 Start / 1 Finish ADA accessible

Name of company providing the portable toilets: United Site Services

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE \_\_\_\_\_

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

WALKATHON \_\_\_\_\_

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

Loco Sports, LLC

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

Arlon Chaffee

PO Box 423 Newmarket NH 03857

m: 603-682-9954

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

Arlon Chaffee

PO Box 423 Newmarket NH 03857

m: 603-682-9954

4. Date of Event: Sunday November 21, 2021 Expected Number of Participants: 1,000

5. Start Time: 9AM Expected End Time: 12:30PM

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

2 distances, half marathon & 5K - see attached course maps

7. Locations of Water Stops (if any): 50 Parker St, Middle St

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

9. Formation Location & Time for Participants: 7:45-8:55AM

10. Dismissal Location & Time for Participants: 10AM to 12:30PM at Cashman Park (Finish area)

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.

*B. Less*

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

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

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



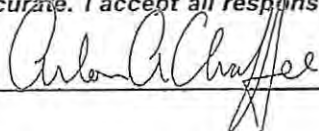
- (e) *"Road Closure"* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers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

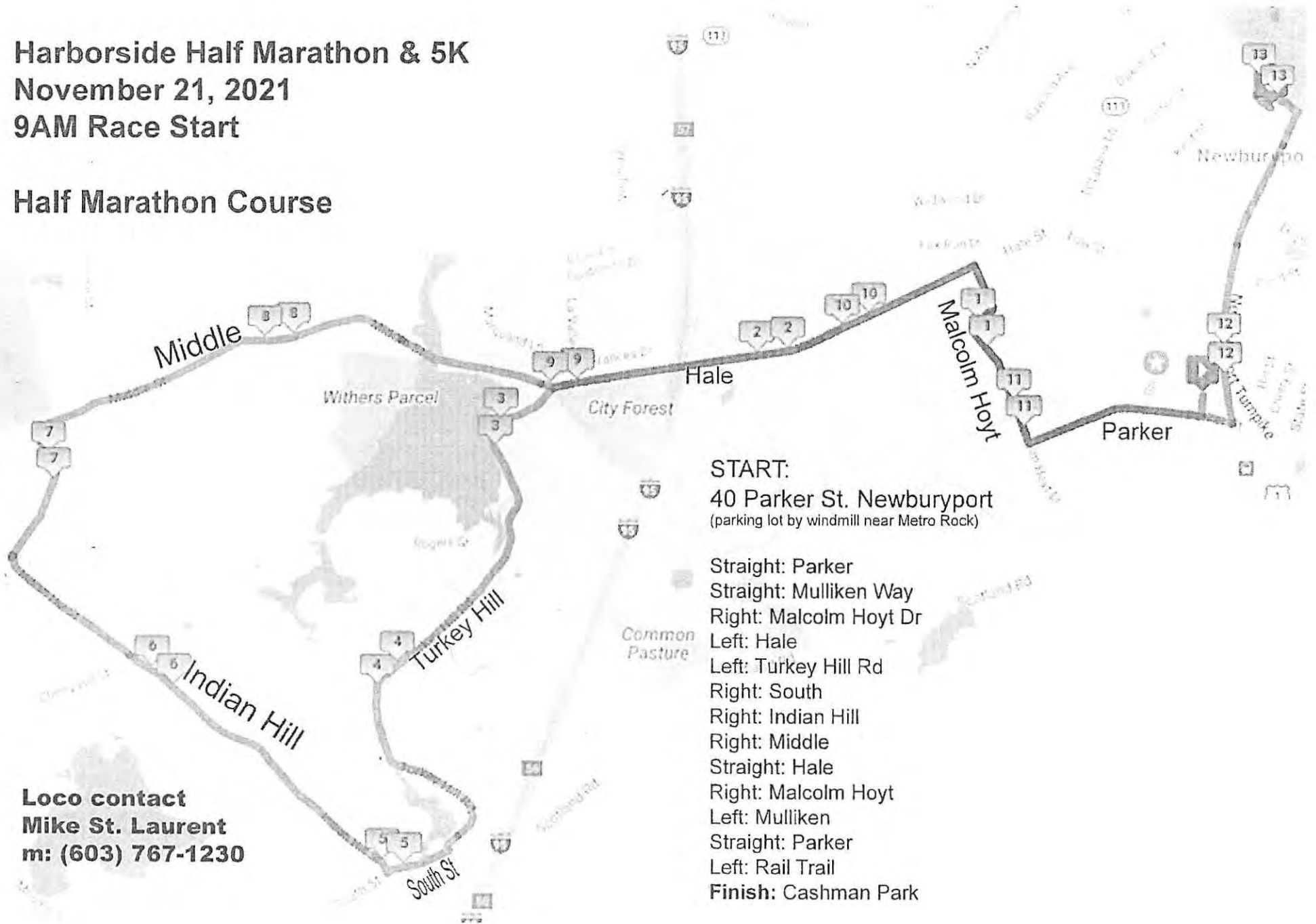
Signed: \_\_\_\_\_



Date: August 5, 2021

**Harborside Half Marathon & 5K**  
**November 21, 2021**  
**9AM Race Start**

**Half Marathon Course**



**Harborside 5K  
November 21, 2021  
9AM Start**

**Finish**

NEWBURYPORT

**Start: Richies Woodworking (Big Windmill)  
Parker Street - Mulliken Way  
Left Malcom Hoyt (5K - Half splits here)  
Left: Parker Street  
Right: Perkins Way  
Right to turn around by circle  
Back to Parker Street  
Right - Parker Street  
Left: onto Rail trail  
Finish: Cashman Park**

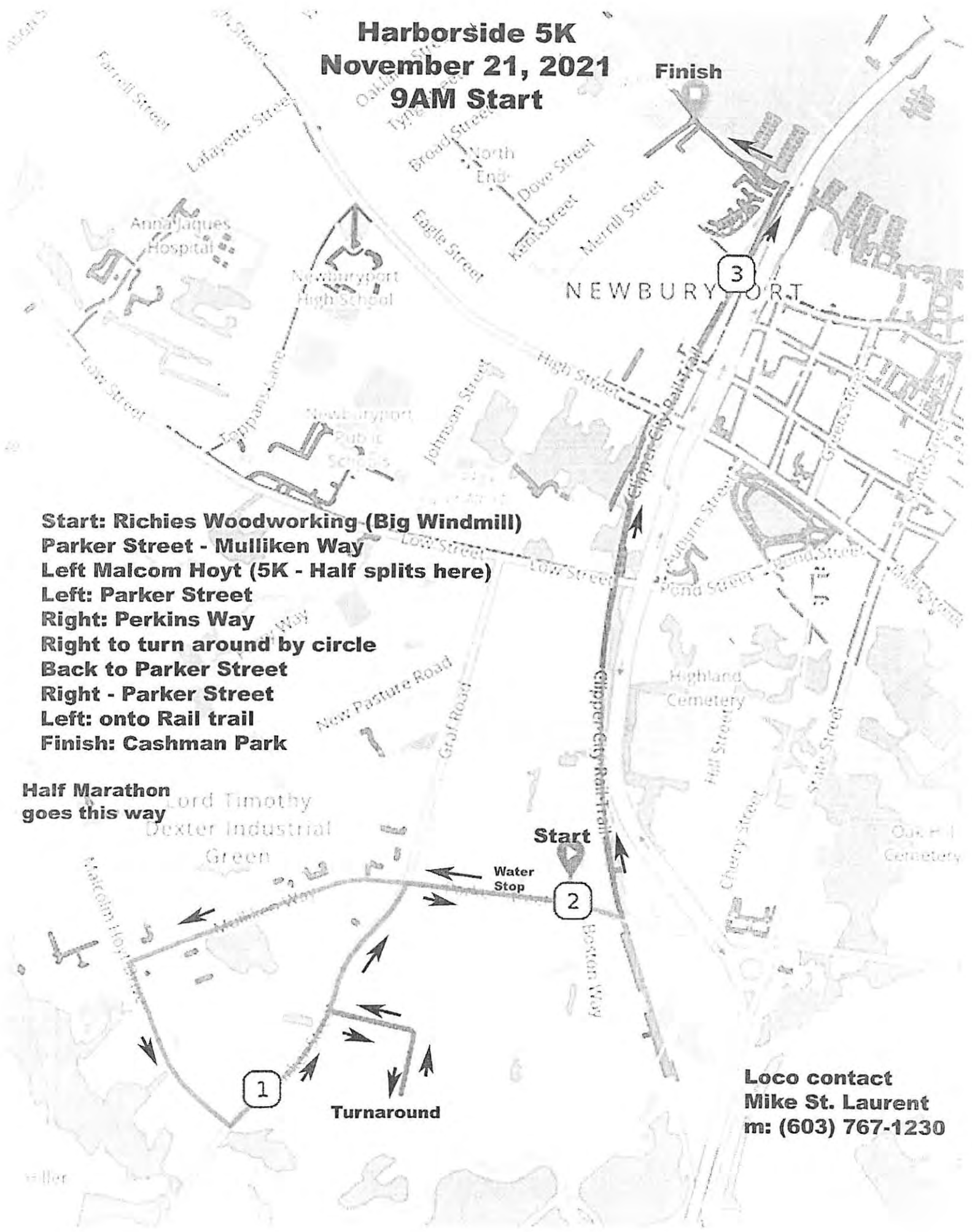
**Half Marathon  
goes this way**

**Start**

Water Stop

**Turnaround**

**Loco contact  
Mike St. Laurent  
m: (603) 767-1230**



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 AUG 12 AM 11:59



Newburyport City Council

August 12, 2021

Re: Road Race Request

Councilors,

We formally request permission to conduct a half marathon and 5K road race in Newburyport on Sunday, November 21, 2021. This will be the 6<sup>th</sup> Annual Harborside Half Marathon and 5K.

The event will start near 40 Parker Street and finish at Cashman Park. We are working with the Director of the Parks Department for the use of Cashman Park and the Clipper Trail. The event will bring many people to Newburyport to stay over for the weekend at local hotels and dine in local restaurants.

**Police:** We have submitted the course plan to Police Lieutenant Siemasko and will work with the department on an approved safety plan.

**Insurance:** The race will have a \$1 Million per occurrence and \$2 Million general aggregate liability insurance policy that names the City as additional insured. A certificate of insurance will be sent to the City Clerk's office.

**Race Course:** The half marathon race course spends about half of its 13-mile length on Newburyport roads, with another mile on the Clipper Trail. The remainder of the course is on rural roads in West Newbury. Both courses are essentially the same as past years. Please see course maps included with the Special Event Permit application.

ALL Police and ambulance expenses to be paid by the race.

**Event Information**

The event will have approximately 1,000 runners and about 1/3 of that number of spectators coming from all over New England and locally. Volunteer groups from the Newburyport area will be encouraged to help out with the race in a variety of duties including registration, water stops, start and finish areas.

Thank you for your consideration in allowing us to present this event.  
We welcome your comments, suggestions and, of course, approval.

Sincerely,

A handwritten signature in black ink that reads "Arlon A. Chaffee". The signature is written in a cursive style.

Arlon A. Chaffee  
On behalf of Loco Sports, LLC



**TRANSFERS**

**APPOINTMENTS  
FIRST READING**



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

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: August 12, 2021  
Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Cultural Council. This term will expire on September 13, 2024.

Monica Bartley  
58 Temple Street  
Newburyport, MA 01950

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 AUG 16 AM 10:45



Monica R. Bartley  
58 Temple Street  
Newburyport, MA 01950

To: Mayor Holaday and City Council Members

I am writing to express my interest in serving on the Newburyport Cultural Council, and have included a copy of my resume for your consideration.

A neighbor of mine, Jane Niebling, approached me recently and invited me to sit in on an NCC meeting. During the meeting, it became very clear to me that this group of folks is so talented and passionate about bringing more art and cultural experiences to the City, and I would like to help them accomplish that.

Although I am not a professional artist or performer, I am a classically trained pianist and would bring that element of the arts to the group. I served on the Amesbury Carriage Museum Committee back in 2003-2005, and worked on the business plan and supporting documentation for presentation to prospective donors.

Thank you for your consideration.

Best regards,

Monica Bartley

# MONICA R. BARTLEY

58 Temple Street, Newburyport, MA 01950 ♦ Email: [Monica@legacymach.com](mailto:Monica@legacymach.com)

## PROFILE

- ♦ Co-founded Legacy Machine & Manufacturing, Inc. in 2016. Upon learning of the abrupt shuttering of our place of employment, a core group of employees committed to join together to form Legacy Machine & Manufacturing, Inc. Within 2 months of that decision, we had secured 12,000 square feet of manufacturing space and had purchased all of the machinery we needed to service the customers who had committed to stay with us. Within a few short months, Legacy Machine & Manufacturing grew to 15 full time employees, all of whom had previously worked together.
- ♦ Joined Bartley Machine & Manufacturing in 1999 as the Production Planner, and grew into the position of Operations Manager and Director of Business Development through self-motivation, hands-on involvement, and initiative to achieve both personal and corporate goals.

## PROFESSIONAL EXPERIENCE

- ♦ Legacy Machine & Manufacturing, Inc., Amesbury, MA June 2016 to current  
Controller / Partner  
Precision Machining and Sheet Metal Fabrication Facility

As a founding member of the Company, I was heavily involved in setting up the Company's business strategy and solely responsible for establishing and managing all aspects of the Company's accounting and human resources departments, including: Developing the Company's financial plans and policies; preparing and reporting accurate and timely month end closes and ensuring a clean year-end audit; preparing all monthly, quarterly and annual financial reporting involving all general ledger activity, including banking reconciliation, accounts receivable and accounts payable; submitting proposals for securing loans from institutions and coordinating with them to ensure funding for smooth business operations; handling relationships and reporting requirements with external auditors, various taxing agencies, licensing agencies, banks, etc.

Serving as human resources director, I am responsible for managing employee benefits including medical policies, processing payroll, ensuring tax compliance, maintaining insurance policies, creating and implementing employee handbooks and safety manuals along with overall support for company goals and objectives.

- ♦ Bartley Machine & Manufacturing, Amesbury, MA 2006 to June 2016  
Operations Manager  
Precision Machine Shop and Sheet Metal Fabrication Facility

Responsible for the daily operations of 50,000 square foot manufacturing facility with 40 employees, including all aspects of sales, marketing, product development, customer service, quoting from customer prints, creation of BOM's, cost accounting, evaluation of employee performance, production planning and scheduling, Kanban and JIT program management, supply chain management, vendor qualification and

materials procurement to ensure on-time delivery, cost containment, and the highest level of customer satisfaction and profitability of the company.

Implemented MRP/ERP software system and spearheaded information gathering effort with staff and employees to ascertain the cost of producing products in order to become more competitive in the marketplace.

Responsible for disseminating ISO 9001:2008 Quality Management System Standards and writing manufacturing processes and procedures to comply with the Standard in order to obtain ISO compliance.

- ◆ Bartley Machine & Manufacturing, Amesbury, MA 2002 to June 2016  
Director of Sales and Marketing

Responsible for all new business development, including identification of prospective customers, all communications, negotiations, presentations, and plant tours.

Responsible for identifying and developing new product opportunities. Worked with engineering and production to create and develop new product line. Conducted all market research to determine customer base and launched ad campaigns. Designed, developed and produced marketing materials including brochures, electronic mailers, trade show booths, websites, magazine advertisements and press releases. Coordinated all aspects of and attended all trade shows.

- ◆ Bartley Machine & Manufacturing, Amesbury, MA 1999 to June 2016  
Production Planner

Responsible for determining capacity, establishing production schedules, releasing work orders to floor, procuring raw materials, conducting production meetings and communicating production status and goals to team leaders. Work closely with all departments to ensure attainment of production schedules while maintaining conformance to ISO 9001:2008 Quality Standards.

- ◆ Goulston & Storrs, Boston, MA 1988 to 1999  
Legal Assistant

Managed all administrative aspects of senior partner's practice including maintenance of calendars, scheduling of professional commitments and coordinating international and domestic travel arrangements. Generated correspondence and legal documents with the utmost attention to detail. Prepared material for client and board meetings and presentations, including Power Point presentations. Maintained time sheets and produced client invoices. Extensive client contact requiring the ability to deal professionally with sensitive and confidential materials and information.

## EDUCATION


- ◆ Northern Essex Community College, Haverhill MA  
Associate Degree, Executive Assistant, Legal Specialization, 1985



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

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: August 18, 2021  
Subject: Appointment



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I hereby appoint, subject to your approval, the following named individual as a member of the Human Rights Commission. This term will expire on September 15, 2024.

Bruce Menin  
148 High Street, Apt. 2  
Newburyport, MA 01950

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 AUG 18 PM 12:04

Bruce Menin  
148 High Street Apt. 2  
Newburyport. MA 01950

August 17, 2021

Mayor Holaday:

Please accept this letter and accompanying resume, as an expression of my interest in serving on the Human Rights Commission here in Newburyport.

My lifelong work with diverse groups of people, my background in conflict management and crisis intervention, and my passion for and commitment to justice and equity have been reflected here in Newburyport in my work on the Newburyport School Committee and as a citizen. I have long been a proponent of both Community Policing, and Restorative Justice as mechanisms to promote inclusivity and community/student voice and agency.

I spent several years in Salem, MA as the head of a program that worked with people emigrating from the Dominican Republic, assisting them with ESL classes, managing summer programs for teens, accessing services, and advocating for services and opportunities. With my children, I spent two weeks one summer creating a theatrical production with those teens, about their immigrant experience in the United States. That play was performed at the House of Seven Gables.

I have extensive experience working with people struggling with drug and alcohol addiction, mental illness and homelessness, HIV/AIDS; and building diverse staff in programs I managed.

I have also been involved in the formulation of School Committee policies that work to ensure our schools are a safe and respectful place for all students and staff, as an individual Committee member and as chair of the Policy Subcommittee, and Vice Chair of the School Committee for six years. I have also served on numerous ad hoc groups- the original Youth Committee that recommended a Youth Commission in Newburyport, the Skate Park Siting Committee, the first District Strategic Planning Task Force.

I have spoken with Richard Jones, who sees no proscription under our Charter that would bar me from serving.

I believe I have the experience and skills to serve the Human Rights Commission and the community with energy, creativity, and commitment. It would be a privilege for me. Please consider forwarding my name to be of service. Thank you.

Respectfully,

Bruce Menin

**Bruce Menin**  
148 High Street, Apt. 2, Newburyport, MA 01950  
978.270.4595 (C)                      brucemenin@gmail.com

### **Administrative/Clinical Experience**

**Executive Director (p/t) The Disability Policy Consortium, Boston, MA.** Providing local, state and national advocacy about civil rights issues affecting people with disabilities. 7/11-4/14

**Executive Director (p/t) Family Self-Sufficiency Ctr., Salem, MA.** Programs promoting independence, work readiness, family stabilization, & after school academic support for low-income immigrant families & students of Greater Salem. 8/09-12/11

**Executive Director, Nat'l Association of Consumer Advocates, Inc., Boston, MA.** Founding Executive Director of a nation-wide 501-c-3 offering networking, support and training for consumer litigators. ADA Coordinator. 7/94-4/98

**Assistant Executive Director, NUVA INC. Gloucester, MA.** Multi-service 501-c-3 serving homeless families, providing substance abuse prevention & treatment, mental health rehabilitation/residential services, AIDS & homelessness services, community organizing & prevention services ADA Coordinator. 7/93-1/95

**Executive Director, North Shore Shelter Committee Inc., (Plowshares), Topsfield, MA.** Innovative sobriety supportive programs serving homeless individuals, including shelter, transitional housing, outreach, & food pantry. ADA Coordinator. 5/86-7/93

**Director, Mental Health Residential Services, Alternatives Unlimited, Whitinsville, MA.** Managed five Department of Mental health-contracted residential programs serving 40 adults with behavioral health issues and disabilities. 10/82-10/85

**Emergency Mental Health Outreach Counselor, Crisis Services, Inc., Buffalo, NY.** Counselor w/24-hour community-based emergency mental health team, Erie County. 6/79-7/82, (Program Assistant Coordinator 10/81-7/82).

### **Classroom/Teaching Experience**

**Field Instructor, Ipswich River Audubon Sanctuary, Topsfield, 3/19- present**

**Summit Montessori School, Framingham, MA Co-teacher, 1-3<sup>rd</sup>, multi-age class. 9/08-6/09**  
    **Co-Teacher/Intern, Lower Elementary class, Music/Creative Arts**  
    **Upper/Lower Elementary, multi-age class. 10/06-6/07**

**Inn Street Montessori School, Newburyport, MA. 4/03-6/05**  
    **Substitute, Lower & Upper Elementary. 4/03-9/03**  
    **Teacher Assistant, 6-9 Lower Elementary, all major curriculum areas. 9/03-6/04**  
    **Primary Teacher, 9-12 Upper Elementary, all major curriculum areas, work w/special needs students 9/04-6/05**

**Volunteer, Brown Public School, Newburyport, MA. 1<sup>st</sup> Grade ELA 9/01-6/02**

**Sparhawk School, Amesbury, MA. Primary Teacher, 7<sup>th</sup>- 9<sup>th</sup> grade. Humanities, ELA, Socratic Seminar, Special Studies, (whale biology, film, study skills, writing). 32 students. Math, PE in second year. 8/99-6/01**

**Substitute Teacher, Salisbury, Ipswich Public Schools Elementary School, all grades & subjects. 9/01-present**

**Educator/Naturalist, p/t; New Hampshire Seacoast Cruises, On-board Naturalist for Whale Watch trips. 10/88-10/92**

**Instructor/Naturalist, Buffalo Museum of Science, taught adult education course on Whales, Dolphins & Seals. 9/79-5/83**

## **Education/Licenses/ Additional & Related Training/Coursework**

**M.S. Ed., Exceptional Education:** SUC @Buffalo

**B. S. Ed., Exceptional Education/ Elementary Education:** SUC @Buffalo (Magna Cum Laude)

**Int'l Baccalaureate Diploma:** West London College, London, England

**A. A., SUNY- R.C.C., (Cum Laude)**

**Certificate of Advanced Graduate Studies, Dispute Resolution,** U-Mass @ Boston

(Additional 36 Credits towards MA in Dispute Resolution)

**Center for Montessori Teacher Education-NY,** 6-12 Cert. Program

N.Y. Teacher Permanent Cert. #060481439: Pre-school-6<sup>th</sup>, Ortho & Similar Disabilities

MA. Teacher Professional Cert. #261188: K-8<sup>th</sup>, Moderate Special Needs, Social Studies

**Certificate of Completion Covid 19 Contact Tracing Course,** Johns Hopkins 5/16/20

**Mental Health First Aid Training, YMHFA USA, 2018**

**Our Whole Lives (OWL) Health Curriculum Training,** Instructor, Middle School 24 hours

**Focus on Adolescent Consequences,** Erie County Council for the Prevention of Substance Abuse, Buffalo, NY, 24 hours

**Family Mediation,** Divorce Mediation Training Associates, 40 hours

**Victim/Offender Mediation Training,** Restorative Justice & Mediation Training Institute, 24 Hours

**Mediation Training,** Northern Essex Mediators, 32 Hours

**Peer Consultant Certification,** Tufts-Lincoln Filene Ctr/Fund for the Homeless

## **Community Leadership**

**Board of Trustees, First Unitarian Universalist Society of Exeter, 9/19-present**

**Board Member, Terezin Foundation, 3/21-present**

**Newburyport Charter Review Committee, 9/19-6/20**

**Board Member, The Actors Studio of Newburyport, 5/18-present**

**Committee, Troop 21, Yankee Clipper Div., BSA, Merit Badge Counselor; 2009- present**

**Board, Kids as Peacemakers, Conflict Resolution & peacemaking activities w/youth, 2009- present**

**Newburyport Charter Review Commission, Elected. 2009-2012.** New Charter approved.

**Newburyport School Committee. Elected, 5 terms. 2001-present** (Vice Chair 2010-12, 2017-2021

Ad Hoc, Subcommittee: Finance, Joint Education, Revenue Task Force, SpEd, School Calendar, GOMI/PBE Initiative, New Teacher Eval Committee, Communications and Sup't Evaluation. Contract negotiations with teacher's union 7 times.

**Incorporating Partner, Global to Local Enterprises.** Employing homeless men, women in the production, distribution of imported organic teas & coffees. **8/98-1/02**

**Founding Chair, Youth Commission, Newburyport,** developing community recreational, educational & prevention programs for youth. **4/98-4/01**

**Founding Coordinator, Juvenile Court Mediation Project,** offering voluntary mediation services for families in the Haverhill Family Court CHINS process. **9/97-6/98**

**Board, Yellow Brick Road Project,** promote economic self-sufficiency & independence for survivors of domestic violence /abuse & their children. **6/95-4/98:**

**Advisory Council, Center to Prevent & End Homelessness,** statewide group offering training, advocacy, Advocacy around long-term homelessness & housing policy. **4/93-4/95**

**Board, Something to Believe In, Inc.** Creating innovative opportunities for individual's w/ disabilities to own & operate private sector businesses. **5/92-1/94**

**Board/Vice President, MA Shelter Provider Association**, statewide org. representing 140 homeless shelters across Massachusetts. **8/86-4/93**

**Co-Chair, Blackstone Valley Task Force on the Homeless**. Secured grant funding: opened a shelter for homeless individuals & families. **11/83-10/85**

### Awards

**Boy Scouts of America**, Order of the Arrow, **2011**

**Community Hero Award**, American Red Cross, Northeast Region, **2010**

**Youth Services Award**, Ipswich Kiwanis Club, **1987**

### Other/Miscellaneous

**Movie Extra**, *Catcher Was a Spy*, *Equalizer 2*, *Stronger*, *Bleed for This*, *Stronger*; **2016-present**

**Civil War Re-enactor**: 22<sup>nd</sup> MA VI, 2011- present; monthly "Living History" presentations & battle reenactments; appearing in Maine Public Television documentary "*16<sup>th</sup> Maine at Gettysburg*" (2013); independent film "*Kindness Coming*" (2013).

**Freelance journalist, writer, & editor, 1975- present**: Local, national magazines & newspapers including *Inside Technology Training*, *Newburyport Current* (columnist, correspondent), *Newburyport Daily News*, *Mediation Quarterly*, *The Undertoad*, *Buffalo Evening News*, *North Shore Weekly*, *Worcester Magazine*, *Portsmouth Magazine*, *Merrimack River Current*, *Vinyl Edition*. Short stories published in *Parnassus*, *The Watermark*, on-line *Fedora Chronicles*, etc.

**Lyricist**, Whole Music Studios, Byfield, MA.

**Playwright**, "Cool Cool Cats and the Sound of the City," Firehouse Performing Arts Center, **10/16**; plays produced at New England New Works Festival **2005, 2011, 2012, 2019**; Second Short Play Festival, Newburyport, 2019; North Port Festival 2011; Random Acts Festival, 2005-2019; Co-wrote/produced radio commercials, Buffalo, NY. **Director**, "Live at the New Moon Coffee House" series on cable Channel 33, Haverhill, MA. **Producer/Host**, "Second Takes," PortMedia Community Access Television, Newburyport, MA.

**Producer/Director**, Vintage Radio Hour, Women's History Month, 2019-21; Holiday Show 2019,

**Consultant, Jewish Women International**, Yellow Brick Road Project. Offered vocational training leading to economic self-sufficiency for battered women. **4/98-7/99**

### References

References available upon request





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

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

To: President and Members of the  
City Council  
From: Donna D. Holaday, Mayor  
Date: August 17, 2021  
Subject: Appointment

-----  
I hereby re-appoint, subject to your approval, the following  
named individual as a member of Planning Board. This  
term will expire on September 1, 2026.

Elisabeth M. DeLisle  
50 Woodland Street  
Newburyport, MA 01950

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NEWBURYPORT, MA

2021 AUG 18 AM 9:46

## ELISABETH M. DELISLE

50 Woodland St., Newburyport, MA 01950

617.460.5502

[elisabeth.m.delisle@gmail.com](mailto:elisabeth.m.delisle@gmail.com)

### PROFESSIONAL EXPERIENCE:

**Law Offices of Jeffrey L. Roelofs**, Newburyport, MA

*Of Counsel*

July 2013 – Present

- Conducts legal research regarding various environmental law and land use related topics.
- Represents clients on environmental law matters including enforcement compliance issues and M.G.L. Chapter 21E cost recovery and property damage claims.
- Assisted significant Massachusetts residential and commercial developer in obtaining approvals for projects involving M.G.L. Chapter 40B.

**Foley Hoag, LLP**, Boston, MA

*Associate*, Administrative Law Department, Environmental Law Group

Sept. 2003 – July 2012

- Represented private and public clients on a broad array of litigation and compliance matters involving state and federal environmental laws and regulations, including the Clean Air Act, the Clean Water Act, CERCLA, M.G.L. Chapter 21E, NEPA, and MEPA.
- Litigation responsibilities included: drafting and editing pleadings, motions, memoranda and briefs; conducting all aspects of discovery, including drafting and responding to interrogatories and requests for production, reviewing documents for responsiveness, confidentiality and privilege, and preparing and deposing witnesses; preparing for and assisting in trial of cases.
- Transactional experience includes: conducting due diligence and handling permitting aspects of dispositions and acquisitions of facilities; reviewing environmental site assessments and compliance audits; advising clients regarding environmental risks associated with transactions; negotiating with opposing counsel to minimize environmental risk to client; reviewing and drafting environmental provisions of transaction documents, including environmental representations and warranties and indemnification provisions.
- Assisted clients with respect to environmental permitting matters, including reviewing and commenting on draft permits, appealing permits to administrative tribunals and representing clients in related proceedings in federal court.
- Provided compliance advice to industrial clients, including electric generating facilities.
- Communicated extensively with clients, state and federal regulators and opposing counsel. Supervised the work of junior associates and paralegals.

**Business and Professional People for the Public Interest**, Chicago, IL, *Legal Intern*

Summer 2001

- Conducted extensive legal research and completed writing assignments on Chicago-area transportation issues.
- Wrote memoranda analyzing various requirements for environmental impact statements under NEPA.

**Jenner & Block**, Chicago, IL, *Project Assistant*, Environmental Law Department

1998-2000

- Researched topics including environmental audit laws, brownfields programs, and natural resource damage claims.

### EDUCATION:

**University of Chicago Law School**, J.D. 2003

Vice President, Environmental Law Society; Mandel Legal Aid Clinic; Member, *The University of Chicago Legal Forum*

**Middlebury College**, B.A., Environmental Studies, 1998

Concentration in Conservation Biology; Departmental High Honors; Honors Thesis; Dean's List; College Scholar

### BAR ADMISSIONS AND INVOLVEMENT:

- Admitted to the following bars: Massachusetts; United States District Court for the District of Massachusetts; United States Court of Appeals for the First Circuit; United States Court of Appeals for the Fourth Circuit.
- Co-chair of Boston Bar Association's Environmental Law Section Public Policy Committee, 2012-2014.



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

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

To: President and Members of the  
City Council  
From: Donna D. Holaday, Mayor  
Date: August 19, 2021  
Subject: Appointment

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CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 AUG 19 PM 5:00

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I hereby appointment, subject to your approval, the following named individual as a member of Planning Board. This term will expire on September 15, 2026.

Heather Rogers  
15 Strong Street  
Newburyport, MA 01950

Dear Mayor Holaday,

August 13, 2021

I would welcome the privilege of a your appointment to the Planning Board, as I would look forward to an opportunity to serve my community alongside other volunteers, in the hopes that my personal and professional experience and passion may be valuable in the land use planning of our City - one application at a time.

Thank you,  
Heather Rogers

# Heather Rogers

15 Strong St, Newburyport, MA 01950 | 978.621.1607 | Heather@Newburyport.com

## SUMMARY

I swiftly built a strong and reputable career in real estate out of necessity to care for my three children. Choosing real estate met me exactly where I needed to be at this point in my life, it allows me fulfilling personal interactions, it inspires the problem solver in me and gives me satisfaction knowing I am helping people find their next home and fulfill their own desires to own a home. In my spare time I enjoy summers in Greater Newburyport boating with my children or sitting on the beach with friends and in the winter my boys and I spend many weekends skiing. I live along the rail trail and enjoy the daily sights and sounds of folks passing by. Now that my children are older teenagers I am able to contribute more time to our community.

## ACCOMPLISHMENTS

I currently serve on the Board of Directors of our Greater Newburyport Realtors Assoc and also the Jeannie Geiger Development Committee.

## EXPERIENCE

2018-present Top Producing realtor at Bentley's Real Estate

2016-2018 realtor at REMAX On the River

2014-2016 realtor at REMAX Main St Associates

## EDUCATION

1995 Bachelors in Psychology, Honor Society from UMASS Lowell

1989 Graduated High School, Pentucket Regional High School



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

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: August 24, 2021  
Subject: Appointment

-----  
I hereby appoint, subject to your approval, the following named individual as a member of the Affordable Housing Trust. This term will expire on September 15, 2023.

Brian Raiche  
223 Low Street  
Newburyport, MA 01950

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NEWBURYPORT, MA

2021 AUG 24 AM 11:09



# BRIAN RAICHE

Realtor®

## PROFILE

I pride myself on using my Real Estate business skills to help people find shelter that had none: Assisting women and children who needed a safe place to shelter; Working with local governments and non-profits to make sure housing laws were fairly applied to people in need. I serve at Bread of Life food ministry in Malden and serve as the Chair of the Board of Urban Bridges in Haverhill- a non-profit center for women and children.

## CONTACT

PHONE:  
978-457-2198

WEBSITE:  
[www.BrianRaicheHomes.com](http://www.BrianRaicheHomes.com)

EMAIL:  
[brian.raiche@comcast.net](mailto:brian.raiche@comcast.net)

## AFFILIATIONS

Urban Bridges, Haverhill  
Dinah's House, Haverhill  
Bread of Life, Malden  
Reading Clergy Association  
Episcopal Diocese of Massachusetts

## EDUCATION

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**University of Toronto**  
M.Div. 1995

**Catholic University America**  
M.A. 1993

**Rensselaer Polytechnic Institute (RPI)**  
B.S. 1998

## WORK EXPERIENCE

---

**William Raveis Real Estate- Newburyport**  
May 2017- Present  
Residential Real Estate Agent.  
Top Producer.

Coverage areas: Newburyport, West Newbury, Newbury, Amesbury, Salisbury; Haverhill.

**Church of the Good Shepherd- Reading**  
August 2016- Present  
Currently serving as Rector.

**Keller Williams Real Estate- Newburyport**  
April 2007- May 2017  
Residential Real Estate Agent

## LICENSING

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Licensed in Massachusetts, New Hampshire and Maine.

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



# COMMUNICATIONS

To: Public Safety Chair Cllr McCauley, Ward 4 Councilor Wallace  
August 24, 2021

Public Safety Concerns- Coffin Street

Please help address safety issues on Coffin St

Section 12-3 in our codes addresses encroachments on streets, rights-of-ways and public grounds. *It states: No person shall construct or place, cause to be constructed or placed or suffer or permit to remain, any portico, porch, doorstep, window, post, fence or other obstruction projecting into any street, right-of-way or public ground with the city. No person shall erect or cause to be erected, any fence or building on the line of any street without first ascertaining the bounds of the street from the superintendent of public works.*

The cities neglect to enforce this over the years has not only caused a hardship for me it has created safety issues. Coffin Street is an accepted city street. It has been shown as a thru street from Jefferson St to Merrimac St on all assessor plans since 1926 (Plan 68). In 2014 the planning board required that Atty Riordan, representing 13 Coffin St, prove that Coffin St was a city street before the building of 13 Coffin St could go forward. On May 20, 2014 the city received a federal express letter from Atty Riordan doing just that.

Pleas to address the encroachments have never been addressed and have only gotten worse making it more difficult to navigate the end of the street. The 129 ft unfinished portion of Coffin St which was a passable has now turned into lawn with granite curbing placed across the street. Why is this unfinished portion of the street allowed to be lost turning Coffin St into a dead end and creates safety issues?

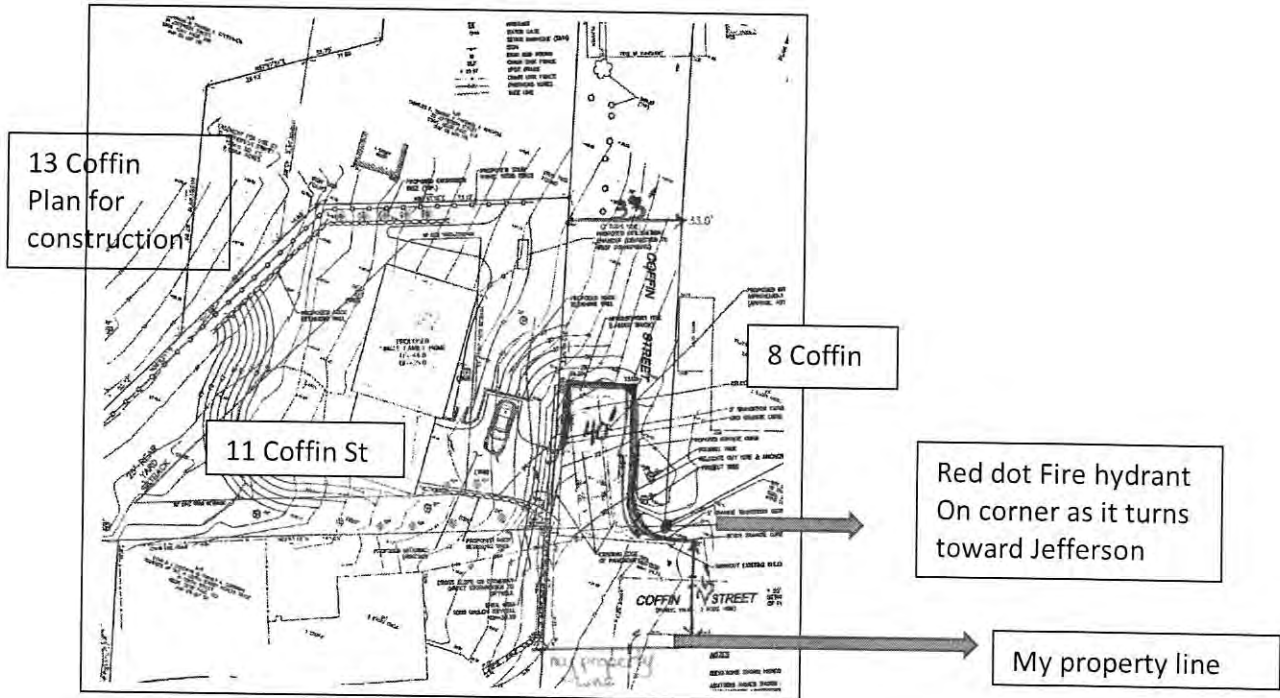


Slot was created when DPS tried to put the street thru and an abutter stood in front of city equipment preventing them from opening the street.



Fire hydrant is on the corner of where the street makes it's 90 degree turn toward Jefferson St

The street is referenced as 3 rods (33 ft) wide yet the ZBA allowed 13 Coffin St to use the slot instead of extending it the required 90 ft. for frontage. Now people believe the area is part of their driveway. The slot is used and inaccessible for extended periods of time making it impossible for it to be used as a turn-around.



**Safety issues:**

- Not having ample space for vehicles to turn around is an issue. Currently the city is violating Zoning by creating a Dead End. The trash truck has to back up the street to pick up trash along with oil delivery trucks. Lawn service companies or any vehicle of size or with a trailer has to pull in my driveway to turn around As I am typing this:



Firetruck arrived and is turning around.

- If 27 A (rear) Jefferson were to have a fire they would not have access to the closest fire hydrate - 129 ft away on Coffin St. The hydrant on Jefferson St near Christopher St. would have to be used

- In the winter plowing is always difficult as this area does not allow enough room for the snow from the street to be stored. DPS should have access to all of street and not be limited by the granite curbing.



- Whenever Merrimac St is closed for any event there is no way to leave. The street was laid out and accepted as a thru street from Jefferson to Merrimac St so why is it being turned into a dead end? In addition, Merrimac St. has become a busy street used by approximately 10,000 cars per day making it very difficult to get out of Coffin St at certain times of the day.
- School age children on the street should have a Safe Route to school. There is no crosswalk at the end of Coffin St to cross Merrimac St. In order to go the school, the kids have to cross Merrimac St, go up to Jefferson and cross Merrimac again to catch the bus. Having the street open would allow them a safe route to school and nearby parks. Even a gravel roadway would be preferable to what we have now. It would also make it much easier for city services and DPS to access all of Coffin St.
- Since this is a public street all residents should be able to traverse it by foot or by vehicle. Despite pleas to make the street passable encroachment only gets worse.



2021



Please address the safety issues on Coffin St.

**From:** D O <d.ouellette.pe@gmail.com>

**Subject: Rethinking 25 mph as a citywide speed limit**

**Date:** August 25, 2021 at 9:48:30 PM EDT

**To:** [charlie@charlietontar4mayor.com](mailto:charlie@charlietontar4mayor.com)

**Cc:** [christinewallace.ward4@gmail.com](mailto:christinewallace.ward4@gmail.com), [Envirocom50@gmail.com](mailto:Envirocom50@gmail.com), [jdevlinnbpt@gmail.com](mailto:jdevlinnbpt@gmail.com), [AKhan@cityofnewburyport.com](mailto:AKhan@cityofnewburyport.com), [bruce@vogelatlarge.com](mailto:bruce@vogelatlarge.com), [jeigerman@cityofnewburyport.com](mailto:jeigerman@cityofnewburyport.com)

Hello Charlie,

I am writing to ask as Mayor, would you be supportive of raising the speed limit above 25 mph on portions of our city's collector streets (Merrimac, High, Graf, Hale) where appropriate roadway width and sight distance exist?

I, and many other residents and businesses of Newburyport, rely on these streets to be, as they were originally intended, an efficient and convenient means of travel.

Generally, a street's speed limit is based upon the it's use, width and geometry. A wide, straight, flat collector road that allows the driver to see far ahead, allowing plenty of time to brake should not have the same speed limit as a narrow, windy road, nor a local residential street.

Assigning a 25 mph speed limit to roadways where one can safely travel faster results in very low compliance with the speed limit. When there is compliance, the ensuing tailgating negates any safety gained by the decrease in speed.

Most of us would concur that time is our most valuable commodity. The citizens of our city should be able to get to where we need as efficiently as possible, without wasting time puttering down our collector streets for no good reason.

For increased pedestrian safety, I encourage the City to consider improved street lighting at crosswalks, installation of more of flashing, button-activated crosswalk signals (like those recently installed on High Street at the high school) and towing of cars that obstruct sidewalks on collector streets. Improvements such as these would increase safety for pedestrians while still allowing efficient vehicular travel.

Sincerely,  
David Ouellette  
7 Woodland Street

**APPOINTMENTS  
SECOND READING**

## SECOND READING APPOINTMENTS

- APPT262\_08\_09\_2021 Peter Kimmins 50 Temple St. Cultural Council 8/31/2024
- APPT265\_08\_09\_2021 Kathleen Brittan 21 Phillips Dr Cultural Council 08/31/2024
- APPT266\_08\_09\_2021 Cynthia Schartman 12 1/2 Market Cultural Council 08/31/2024

### **In City Council August 9, 2021:**

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

# ORDERS



CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

August 30, 2021

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 perpetual Preservation Restriction (PR) between the City, acting through the Newburyport Historical Commission ("Grantee"), and the Whitmore-Currier Condominium, Daniel J. Lynch, Trustee, and Daniel J. Lynch and Judith S. Lynch as owners of Whitmore Currier Condominium Unit 342 (together "Grantor"), for the property located at 342 Merrimac Street, said PR to be substantially in the form attached hereto, and as further reviewed and approved by the Massachusetts Historical Commission (MHC) and Newburyport Historical Commission (NHC); 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 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.

---

Councilor Heather L. Shand

**PRESERVATION RESTRICTION AGREEMENT**

**between**

**The Whitmore-Currier Condominium, Daniel J. Lynch, Trustee, and Daniel J. Lynch and Judith S. Lynch**

**and the**

**CITY OF NEWBURYPORT, MASSACHUSETTS**

**BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION**

THIS PRESERVATION RESTRICTION AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 2021 by and between the Whitmore-Currier Condominium, Daniel J. Lynch, Trustee, and Daniel J. Lynch and Judith S. Lynch as owners of Whitmore-Currier Condominium Unit 342 (together "Grantor"), and the CITY OF NEWBURYPORT ("**Grantee**"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be administered, managed and enforced by its agent, the NEWBURYPORT HISTORICAL COMMISSION, located at 60 Pleasant Street, Newburyport, Massachusetts, 01950 ("**Commission**"),

WHEREAS, the Whitmore-Currier Condominium through the Whitmore Currier Condominium Trust, under Declaration of Trust dated May 24, 1989, and recorded with the Essex South Registry of Deeds in Book 10011, Page 221 as amended and further evidenced by the Amended and Restated Master Deed (the "Master Deed") of Whitmore-Currier Condominium dated January 14, 2021 in the Essex South Registry of Deeds in Book 39414, Page 466 is owner of the Common Area of the aforesaid Condominium (the "Common Area") as described in the Master Deed and in Exhibit A attached hereto and incorporated herein; and

WHEREAS, Daniel J. Lynch and Judith S. Lynch, husband and wife, as tenants by the entirety, are owners of Whitmore-Currier Condominium Unit #342 ("Unit #342") as described in a Deed dated January 19, 2021, and recorded with the Essex South Registry of Deeds in Book 39414, Page 511, and as further described in the Master Deed, and as depicted on a plan titled "Whitmore-Currier Condominium Phase 1 Site Plan — 342 Merrimac Street — Newburyport, Massachusetts prepared for Dan Lynch" prepared by Waypoint Surveying Services, dated January 6, 2021 and recorded with the Essex South Registry of Deeds in Book 39414, Page 482, a copy of which is attached hereto and incorporated herein as Exhibit B (the "Plan"); and

WHEREAS, Unit #342 and the portions of the Common Area defined as the Exclusive Use Area of Unit 342 (EUA 342 and EUA 342 DECK) (Unit #342 and the Exclusive Use Area of Unit 342 comprising together the "Property") are described in the Master Deed and depicted on the Plan; and

WHEREAS, the Property is improved by a building thereon known as, Unit #342 the Jacob Whitmore House, referred to hereinafter as "the Building" and an outbuilding also referred to as a shed or barn, described as follows:

A two-story, side-gable example of a Federal-style house. A heavy brick chimney is centered on the roof ridge. It is believed that this house was updated in the mid-19th century, resulting in ornamental details which reflect the later Greek Revival style. The main building block rests on a stone foundation, and the two-story ell rests on a brick foundation. The walls are clad in wood clapboard siding spaced approximately 4" to the weather, some of which have been replaced. The building's corners are articulated with broad 16" wide pilasters with recessed panels and denticulated capitals. The roof is clad in asphalt shingles (likely wood shingles originally).

#### The Front Elevation:

As is typical of many Federal houses, the front elevation is five bays wide and symmetrically arrayed with a center entrance. The front entrance has what appears to be a replacement wood six-panel door flanked by partial sidelights and pilasters with recessed panels. The entrance lintel is unadorned, possibly due to the addition of the bay on the second story which is supported by square columns that rest on modern stone and concrete piers. According to the 1980 version of the Form B, this bay was added in the early-20th century. The Main Roof Cornice is made up of a 5-inch Frieze Board, Bed Molding, +/- 8" Soffit and 6" Fascia/Crown Detail. Older wooden shutters flank the front windows and triple window in the upper bay.

#### The West Side Elevation:

The main roof rake boards project off of the side of the building in a similar manner as the front cornice at +/-8", with similar Frieze/Bed/Soffit/Fascia/Crown detailing. Clapboards and window casings are detailed the same as at the front façade, and the Ell Addition matches this same detailing, as well. The Fascia detail changes along the rear ell to include an aluminum gutter and downspout. At the very rear of the West Side Elevation is a two-story shed-roofed unheated storage building. The simple 1-piece Rake board is flush with the side of the building here. An 8-light door with a makeshift overhang serves as an entrance to this structure, and windows on the second floor are 4-light fixed sashes – single pane.

#### The East Side Elevation:

The main roof rake boards project off of the side of the building in a similar manner as the front cornice at +/-8", with similar Frieze/Bed/Soffit/Fascia/Crown Detailing. Clapboards and Window Casings are detailed the same as at the front façade. Unique to this elevation is its side entrance door with 4-light transom, recessed-panel pilasters, heavy frieze and projecting cornice detail. A Second-Story Pressure Treated Deck stands behind the main structure.

#### The Rear Elevation:

The prominent features of the rear elevation include the second-story pressure treated deck and a patio area and lower deck beneath and to the rear of this structure. The rear of the home also features an eighteen-foot wide shed dormer at the third story on the east side of the main roof, and the gabled Ell Addition with flat rake board on the west side of the main structure. The two-story shed-roofed storage structure protrudes roughly five feet in front of this gabled Ell Addition, and a pressure-treated stairway runs along the face of this storage structure from the second-story deck down to the driveway on the west side. An 1880 "bird's eye view suggests that the two-story rear ell may date to at least the mid-19th century, with the other rear additions dating to the 20th century. The rear shed dormer at the third floor was added in 1980.

#### Front and Side Window Details:

Fenestration on the front and side elevations includes wood 6/1 double-hung windows on the first story and wood 6/6 double-hung windows on the second and third story. The house likely originally had wood 6/6 windows throughout. The windows are framed by unique top and side casings that incorporate inside and outside bands that reflect the recessed panel detail of the corner pilasters. Sills are 2" Historic extending slightly beyond the 4 1/2" Side Casings.

#### The Outbuilding:

The Property includes a 1½-story outbuilding that rests on brick piers and is clad in painted wood shingles. The origins of this building are unknown. The Newburyport National Register District nomination calls it a shed and gives it a date of ca. 1845, but it is not shown on the 1851 Plan of Newburyport. It may be a remnant of the taller outbuilding with smokestack seen in the 1880 "bird's-

eye view”. The structure is a gable form with flat rakes and simple trim. On the South Side facing the driveway, a sliding barn door accesses the building on the first floor and a single-pane 9-light fixed sash window lies atop at the second-floor level, centered on the gable. A nearly-flat-roofed shed dormer of approximately 14 feet in length sits atop the east side of the structure, and a sliding French Door accesses a pressure-treated deck to the east side of the building. This door, along with the 1/1 wooden double hung windows elsewhere were added in the 1980’s at the time that the dormer was added to the rear of the main house. The North side of the outbuilding is a gable with the same shingles and windows, and the east face is a dilapidated mix of asphalt siding and wooden shingles.

WHEREAS, the cultural, historical and architectural significance of the Building emanates from its construction ca. 1785, and its location as a contributing property within the Newburyport Historic District, listed in the State and National Registers of Historical Places on August 2, 1984. 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 (together the "Baseline Documentation") attached hereto and incorporated herein by reference as Exhibits A, B, C, D, E, and F; and

WHEREAS, the Baseline Documentation shall consist of the following:

1. Legal Property Description of Whitmore-Currier Condominium (Exhibit A)
2. Recorded Plan recorded in Essex South Registry of Deeds in Book 39414, Plan 482 (Exhibit B)
3. Newburyport Assessor’s Parcel Map of Whitmore-Currier Condominium (Exhibit C)
4. A set of 14, (fourteen) exterior photographs of the Building taken July 2020 (Exhibit D)
5. Massachusetts Historical Commission Inventory Form B dated October 2017 prepared by Eric Dray (Exhibit E)
6. Restoration Plans titled “Preliminary Pricing Set”, Sheets D2 and A2, dated June 15, 2020, recorded as part of the Special Permit Decision File No. 2020-SP-12 recorded in Essex South District Registry of Deeds in Book 38916, Page 462 and Special Permit Restoration Stipulations (Exhibit F).

WHEREAS, the Building is in need of preservation and restoration;

WHEREAS, as a condition of Special Permit Decision File No. 2020-SP-12 issued by the City of Newburyport Planning Board on July 1, 2020 and recorded in the South Essex Registry of Deeds Book 38916 Page 462 (“Special Permit”) and which includes the restoration of the Building and permits the construction of an additional building at the rear of the Property facing Merrimac Street the Grantee has approved the proposed changes to the Building and the Property which proposed changes are documented in the set of plans and drawings (“Grantor’s Plans”) referenced in the Special Permit said referenced plans and drawings are all incorporated into this Restriction by this reference. Copies of Plan Sheets “D2 — Existing Elevations (Showing Demolition Items) and A2 — Proposed Exterior Elevations of Grantor’s Plans as well as the stipulations or Special Condition 2 of the Special Permit relating to the restoration of the exterior of the Building are attached hereto and incorporated herein by reference as Exhibit F.

WHEREAS, the Grantor in further consideration of the receipt of said Special Permit and to ensure the preservation of the aforementioned Building in accordance with the Restoration Plans attached as Exhibit F,

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");

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 40, Section 8D 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; and

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 Commission.

1. 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 Commission 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 G and hereby incorporated by reference.
- b. any other act or use that may be harmful to the historic preservation of the Building or the Property.

3. 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 according to Grantor's Plans and all stipulations and condition of the Special Permit. 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").

4. 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 Commission; 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, and except as set forth in the Special Permit and Grantor's Plans, 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 3, 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 G), 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, 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 Property; and
  - (iii) are not inconsistent with the Purpose of this Restriction;
  - (iv) without further approval, are in conformance with Grantor's Plans attached hereto as Exhibit F.
- b. pursuant to the provisions of Paragraph 3, 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 paragraphs 2, 5, and 7.

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 provided that nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

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 or Property 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 Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within sixty (60) 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 seek 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" 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:           The Whitmore-Currier Condominium Trust and Dan and Judy Lynch  
                          c/o Lisa Mead, Mead, Talerman & Costa, LLC  
                          30 Green Street  
                          Newburyport MA 01950



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 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 complete the restoration of the Building strictly according to Grantor's Plans, 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 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 Building 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 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 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. 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 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 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 approvals following 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 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 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).

29. Subordination of Prior Liens: Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens, or leases prior in right to this Restriction other than the following: Mortgage granted by Daniel J. Lynch and Judith S. Lynch to Institution for Savings in Newburyport and Its Vicinity, 93 State Street, Newburyport, MA recorded with Essex North District Registry of Deeds in Book 39570, Page 213. The Institution for Savings in Newburyport and Its Vicinity has subordinated its mortgage to this Restriction with the Assent attached hereto and recorded herewith as Exhibit H. Grantor agrees not to enter into or permit other mortgagees, liens, or leases affecting the Property prior in right to this Restriction.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the Grantor sets its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2021.  
By:

**GRANTOR:**

\_\_\_\_\_  
Daniel J. Lynch, Trustee  
Whitmore-Currier Condominium

\_\_\_\_\_  
Daniel J. Lynch  
Owner, Whitmore-Currier Condominium Unit #342

\_\_\_\_\_  
Judith S. Lynch  
Owner, Whitmore-Currier Condominium Unit #342

COMMONWEALTH OF MASSACHUSETTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared Daniel J. Lynch as Trustee of the Whitmore-Currier Condominium, 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:

COMMONWEALTH OF MASSACHUSETTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared Daniel J. Lynch as Owner of Whitmore-Currier Condominium Unit #342, 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:

COMMONWEALTH OF MASSACHUSETTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared Judith S. Lynch as Owner of Whitmore-Currier Condominium Unit #342, 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**

\_\_\_\_\_  
Glenn Richards, duly authorized  
Chair, Newburyport Historical Commission

COMMONWEALTH OF MASSACHUSETTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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:

### **List of Exhibits / Attachments**

**Exhibit A: Legal Property Description of Whitmore-Currier Condominium**

**Exhibit B: Recorded Plan recorded in Essex South Registry of Deeds in Book 39414, Page 482**

**Exhibit C: Newburyport Assessor's Parcel Map of Whitmore-Currier Condominium**

**Exhibit D: A set of 14, (fourteen) exterior photographs of the Building taken July 2020**

**Exhibit E: Massachusetts Historical Commission Inventory Form B dated October 2017 prepared by Eric Dray**

**Exhibit F: Restoration Plans titled "Preliminary Pricing Set", Sheets D2 and A2, dated June 15, 2020, recorded as part of the Special Permit Decision File No. 2020-SP-12 recorded in Essex South District Registry of Deeds in Book 38916, Page 462 and Special Permit Restoration Stipulations**

**Exhibit G: Restriction Guidelines**

**Exhibit H: Mortgage Subordinations**

EXHIBIT A

Legal Property Description of Whitmore-Currier Condominium

As described in Exhibit A of the Amended and Restated Master Deed of the Whitmore-Currier Condominium dated January 14, 2021 in the Essex South District Registry of Deeds in Book 39414, Page 466:

The land in Newburyport, Essex County, Commonwealth of Massachusetts as shown on a Plan entitled "Site Plan, 342 Merrimac St., Newburyport, MA for Barbara and John Schopfer, Scale 1"=20' May 25, 1989, prepared by Riverside Engineering Services, Inc., 205 Groveland St., Haverhill, MA,". Said land is further bounded and described as follows:

PARCEL ONE

Commencing at the Southerly corner thereof Merrimac Street by land now or formerly of J. Albert Rand; thence running North 30 degrees 45' West by said Street sixty and 23/100 feet to land now or formerly of George Menut; thence North 63 degrees 15' East by land now or formerly of said Menut one hundred fifty-one and 52/100 feet to other land now or formerly of said Menut; thence South 22 degrees 30' East by the last mentioned land seventy-two feet to a corner; thence South 70 degrees West by land now or formerly as said J. Albert Rand to the point of beginning.

PARCEL TWO

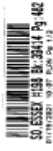
Land in said Newburyport shown on the above described plan. Beginning Northerly by Lot 11 as shown on said Plan 82.58 feet; thence Easterly by Merrimac Court 94.25 feet; thence Southerly 30.01 feet by land formerly of Rand, now of Currier; thence Westerly 70.37 feet by land of the grantee.

Said Plan recorded with the Essex South District Registry of Deeds at Plan Book 252, Plan 53.

EXHIBIT B

Recorded Plan recorded in Essex South Registry of Deeds in Book 39414, Page 482

39414-482



#198  
11/5/2001  
39414-482

FOR REGISTRY USE ONLY

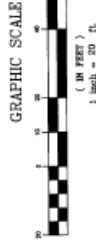
**CERTIFICATION**  
THE CONDOMINIUM UNITS TO BE CREATED IN ALL PHASES OF THE CONDOMINIUM LIST TWO, CERTIFY THAT THIS PLAN FULLY AND ACCURATELY SHOWS THE LOCATION AND DIMENSIONS OF THE BUILDINGS AS BUILT AND FULLY LISTS THE UNITS CONTAINED THEREIN, AND FURTHER, AND FULLY AND ACCURATELY DEPICTS, LOCATES AND IDENTIFIES THE COMMON AREAS AND FACILITIES OF THE CONDOMINIUM OUTSIDE THE BUILDING.

"I ALSO CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING THE PROPERTY INTO THE UNITS AND COMMON AREAS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.



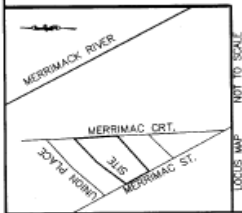
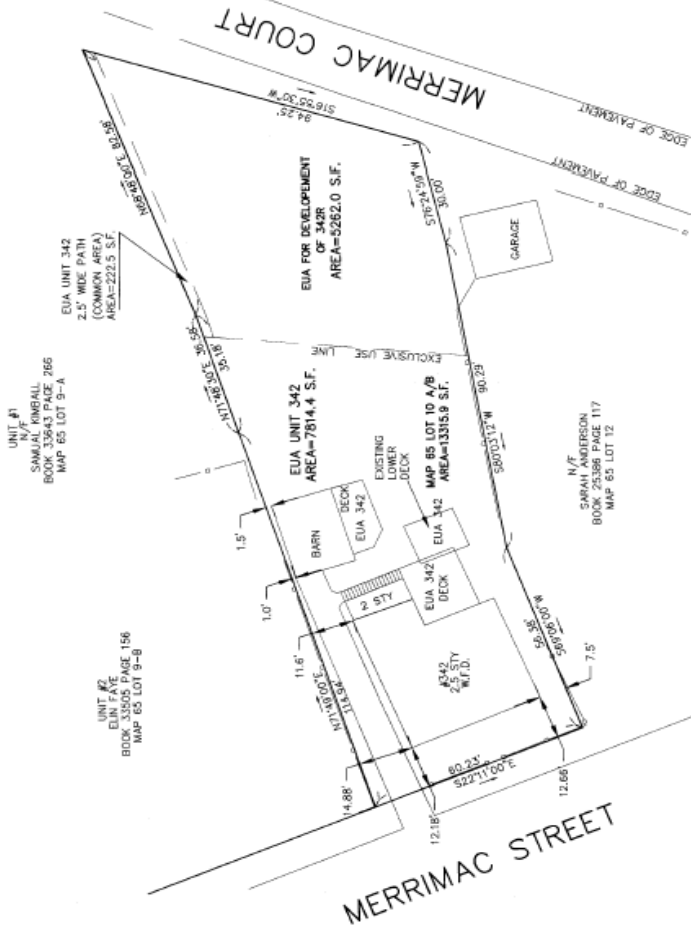
REGISTERED PROFESSIONAL LAND SURVEYOR DATE



**WHITMORE-CARRIER CONDOMINIUM PHASE 1  
SITE PLAN**  
342 MERRIMAC STREET  
NEWBURYPORT, MASSACHUSETTS  
PREPARED BY  
DAN LYNCH  
SCALE: 1" = 20'  
JANUARY 6, 2021

WAYPOINT SURVEYING SERVICES  
141 BRIDGE ROAD, SUITE 202-5  
SALISBURY, MASSACHUSETTS 01952  
(978) 505-5261

DRAWN BY: D.A.	CHECKED BY: D.A.
SHEET #: 1 of 1	SECTION #: D.A.
3990	



**NOTES**  
1.) THIS PLAN IS THE RESULT OF AN ON GROUND SURVEY PERFORMED BY WAYPOINT SURVEYING SERVICES.  
2.) E.U.A. EXCLUSIVE USE AREA

EXHIBIT C

Newburyport Assessor's Parcel Map of Whitmore-Currier Condominium

# City of Newburyport

03/21/2021



Data Source: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the City of Newburyport & MassGIS. MVPC AND THE CITY OF NEWBURYPORT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE CITY OF NEWBURYPORT AND MVPC DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION.



Legend

- Shaded Area (pink)
- Property Boundary (yellow)
- Street (grey)
- Water (blue)
- High Road (dashed grey)
- Local Road (dotted grey)
- Trailway (dashed grey)

Project#: SAC\_1901\_SitePlan\_03newburyport\_Merrimac\_P01\_2021

© Merrimack Valley Planning Commission



EXHIBIT D

Exterior Photographs of the Building (July 2020)



1. South Facade



2. Front Entry, Sidelights, Panels, and Pilasters



3. South Façade



4. Fascia, Crown, Soffit, Frieze and Upper Corner Pilaster Detail



5. Fascia, Crown, Soffit, Frieze and Casing Detail



6. Fascia, Crown, Soffit, Frieze and Chimney Detail



7. West Façade – Corner Pilaster, Window Trim, Rake Detail



8. West Façade – Pilaster, Windows and Trim, Siding (Typ.)





9. West Façade – Pilaster, Windows and Trim, Siding, Rake and Return Detail



10. West Façade Windows, Trim, Siding and Rake Details.



10. East Façade



11. East Entry Door with Transom Window, Pilasters, Frieze, and Cornice Detail.



12. Corner Pilaster, Rake, Fascia and Return Detail



14. North Façade and Outbuilding

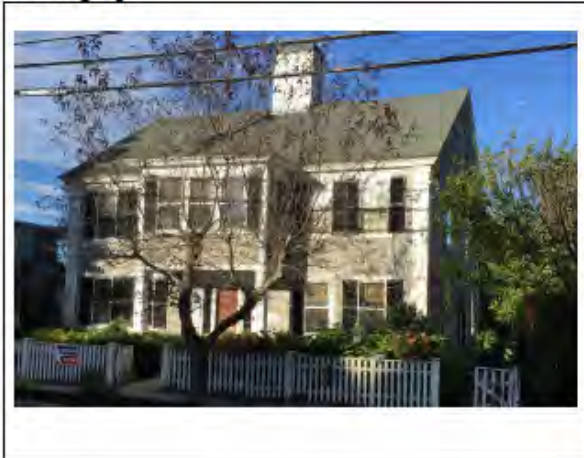
EXHIBIT E

Massachusetts Historical Commission Form B

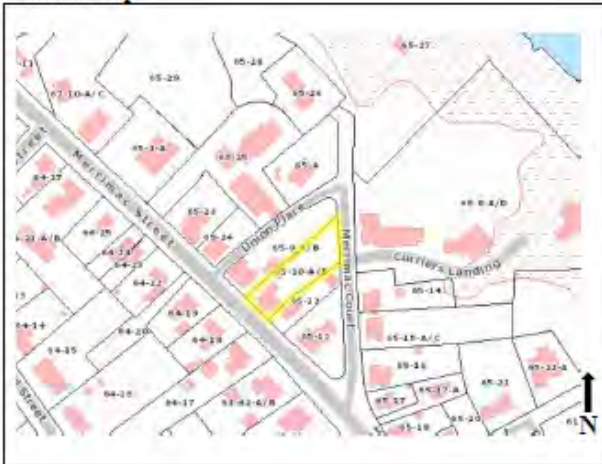
## FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION  
MASSACHUSETTS ARCHIVES BUILDING  
220 MORRISSEY BOULEVARD  
BOSTON, MASSACHUSETTS 02125

### Photograph



### Locus Map



**Recorded by:** Eric Dray, Preservation Consultant  
**Organization:**  
**Date (month / year):** October, 2018

Assessor's Number USGS Quad Area(s) Form Number

85-10-173

Newburyport

NWB.1

NWB.272

**Town/City:** NEWBURYPORT

**Place:** (*neighborhood or village*): Merrimack Shipbuilding District

**Address:** 342 Merrimac Street

**Historic Name:** Whitmore, Jacob House

**Uses:** Present: Residential

Original: Residential

**Date of Construction:** ca. 1785

**Source:** Deed research

**Style/Form:** Federal

**Architect/Builder:** Unknown

**Exterior Material:**

Foundation: Stone, brick

Wall/Trim: Wood clapboard/ wood

Roof: Asphalt shingles

**Outbuildings/Secondary Structures:**

1½-story outbuilding, possibly 19<sup>th</sup> c. (see Photo 3)

**Major Alterations (with dates):**

Rear elevation shed dormer (1980)

Extension of rear ell, exterior stairs and deck (dates unknown)

**Condition:** Good

**Moved:** no  yes  **Date:**

**Acreage:** 13,090 sq. ft.

**Setting:** This house is located on the east side of Merrimac Street near the banks of the Merrimack River. The house is set close to the street within a triangle formed by Merrimac Street, Merrimac Court and Union Place. This section of the street is densely built with 18<sup>th</sup> and 19<sup>th</sup> century houses, all set close to the street. This rectangular parcel extends from Merrimac Street to Merrimac Court. A short driveway is located along the north side of the house and a wood picket fence runs along the sidewalk.



**INVENTORY FORM B CONTINUATION SHEET**  
MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

BREWSTER

342 MERRIMAC STREET

Area(s) Form No.

NWB.1

NWB.272

Recommended for listing in the National Register of Historic Places.

*If checked, you must attach a completed National Register Criteria Statement form.*

*Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.*

**ARCHITECTURAL DESCRIPTION:**

*Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.*

This is a two-story, side-gable example of a Federal-style house. As is typical of many Federal houses, the front elevation is five bays wide and symmetrically arrayed with a center entrance. A heavy brick chimney is centered on the roof ridge. It is believed that this house was updated in the mid-19<sup>th</sup> century, resulting in ornamental details which reflect the later Greek Revival style. The main building block rests on a stone foundation, and the two-story ell rests on a brick foundation. The walls are clad in wood clapboard siding, some of which have been replaced. The building's corners are articulated with broad pilasters with recessed panels and denticulated capitals. The roof is clad in asphalt shingles (likely wood shingles originally). The roof has a slightly-projecting molded box cornice. The front entrance has what appears to be a replacement wood six-panel door flanked by partial sidelights and pilasters with recessed panels. The entrance lintel is unadorned, possibly due to the addition of the bay on the second story which is supported by columns that rest on modern stone and concrete piers. According to the 1980 version of this Form B, this bay was added in the early-20<sup>th</sup> century.

Fenestration on the front and side elevations includes wood 6/1 double-hung windows on the first story and wood 6/6 double-hung windows on the second and third story. The house likely originally had wood 6/6 windows throughout. The windows are set in frames that reflect the recessed panel detail of the corner pilasters. The rear elevation has a complicated mix of ells/addition (see Photo 3). An 1880 "bird's eye view" (see attached) suggests that the two-story rear ell may date to at least the mid-19<sup>th</sup> century, with the other rear additions dating to the 20<sup>th</sup> century. The rear shed dormer was added in 1980.

The property includes a 1½-story outbuilding that rests on brick piers and is clad in painted wood shingles. The origins of this building are unknown. The Newburyport National Register District nomination calls it a shed and gives it a date of ca. 1845, but it is not shown on the 1851 Plan of Newburyport (see attached). It may be a remnant of the taller outbuilding with smokestack seen in the 1880 "bird's-eye view" (see attached).

**HISTORICAL NARRATIVE**

*Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.*

*(This Historical Narrative is adapted and expanded from the 1980 version of this Form B and Area Form NWB.1)*

This house is located within the Merrimack Shipbuilding District Area Form (NWB.1). This area was part of the Town of Newbury until 1851. In that year, Newburyport was incorporated and the district north of Oakland Street was annexed to Newburyport. During the second half of the 19<sup>th</sup> century, most of the shipyards in active operation were located within the Merrimack Shipbuilding District. Residential development during the late-18<sup>th</sup> and 19<sup>th</sup> centuries along Merrimac Street and the streets running from Merrimac Street toward High Street were closely associated with the shipyards. Shipbuilding remained a prosperous industry until the late-19<sup>th</sup> century.

According to the 1980 Form B, George Burroughs, a tanner, who invested heavily in land in this area, sold this parcel of land to Jacob Whitmore in 1785. Jacob Whitmore built this house shortly thereafter. The house is located in the heart of what was then Newbury's shipbuilding district and Whitmore was likely employed in the shipyards. Whitmore sold this house to Caleb Brown in 1826. Brown was a blacksmith who invested in several nearby homes during that period.

Later this house was sold to John Currier, Jr. who established a shipyard on a large tract of land he owned east of his house. He launched almost one hundred ships between the years of 1831 and 1884. His shipyard included two launching ways, a saw mill, two-story workshop with a mold loft, and a blacksmith shop. Mr. Currier had a reputation as a builder of some of the finest sailing vessels. The *Boston Traveler*, on August 8, 1860, stated, "Among shipbuilders, John Currier, Jr., of Newburyport stands

*Continuation sheet 1*

**INVENTORY FORM B CONTINUATION SHEET**  
MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

BREWSTER

342 MERRIMAC STREET

Area(s) Form No.

NWB.1

NWB.272

conspicuous. His reputation both at home and in Europe as a capable shipbuilder and as an honest man is without rival." Two of Mr. Currier's notable vessels included the 1,847 ton *John Currier*, which was built in 1882 and was the largest sailing ship built on the Merrimack, and the 1,575 ton *Mary L. Cushing*, which was built in 1883 and was the last square-rigged sailing vessel to be built in Massachusetts. Currier retired in 1884 and passed away in 1887. His son, author and historian John J. Currier, worked for many years in the counting room of the Currier shipyard. Prior to 1872 this house was sold to John Merrill, a ship carpenter. The house remained in the Merrill family until 1913 when Mary S. Merrill sold the property to Mary C. Sawyer.

The house and outbuilding are listed as contributing resources in the Newburyport National Register District, established in 1984.

**BIBLIOGRAPHY and/or REFERENCES**

1851 Plan of Newburyport, Mass. H. McIntire

1880 Bird's eye view, E. H. Bigelow

Cheney, Robert, *History of Merrimack River Shipbuilding*, Newburyport 1964

[www.clipperheritage.com/tour\\_alongwatersedge.php#09](http://www.clipperheritage.com/tour_alongwatersedge.php#09)



Photo 2. View looking east.

*Continuation sheet 2*



Photo 3. View of rear elevation and outbuilding, looking west.



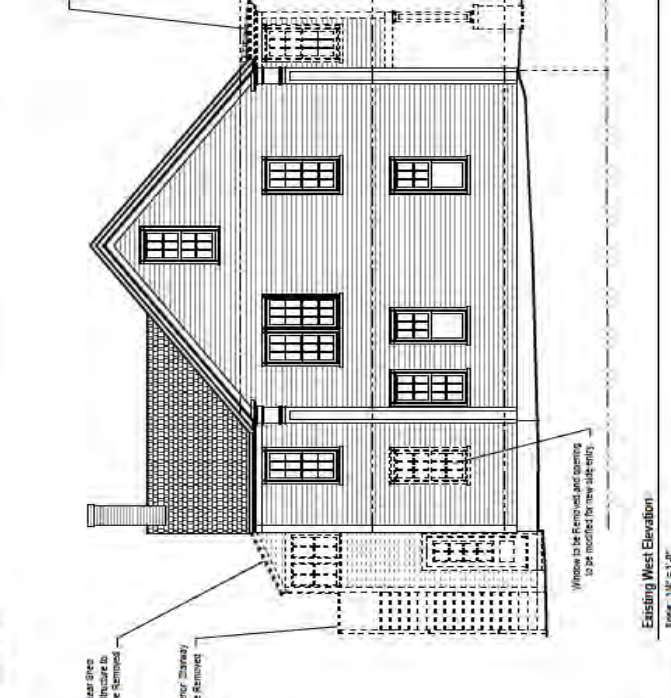
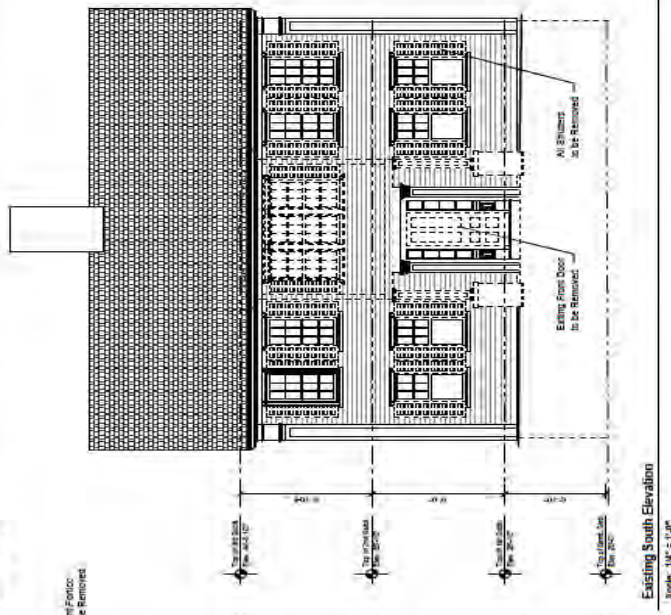
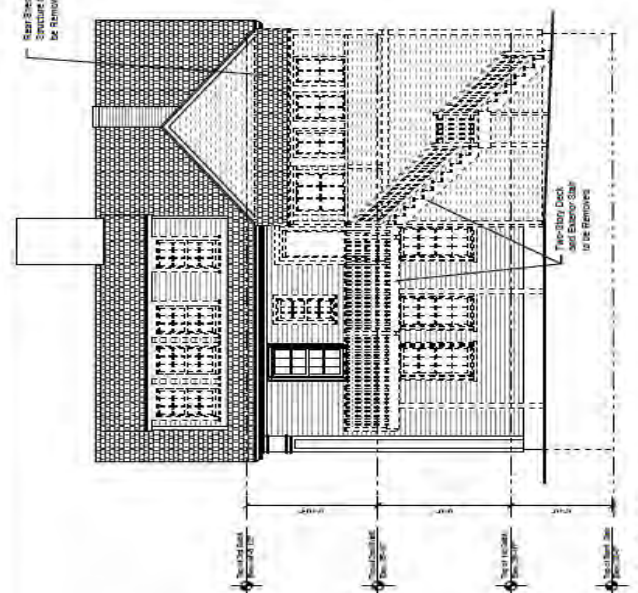
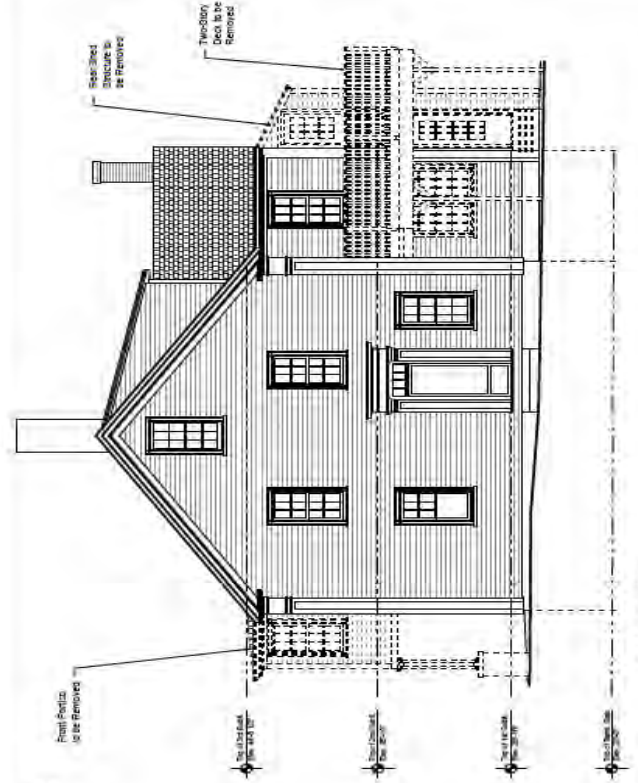
Detail of 1851 Plan of Newburyport.



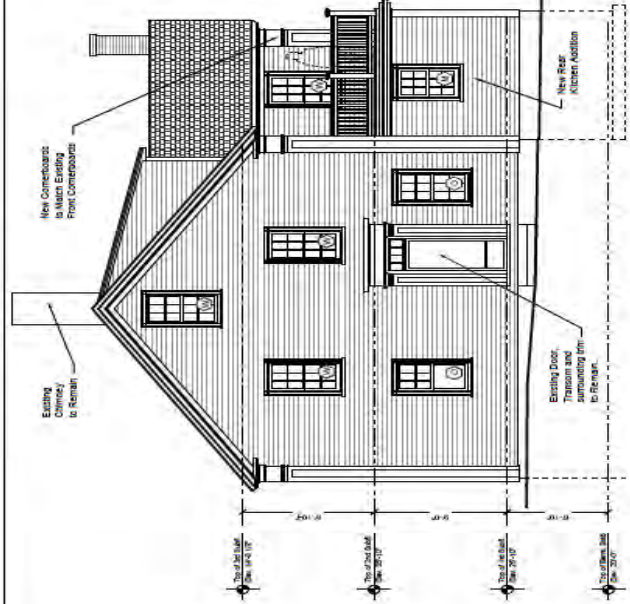
1880 "Bird's eye view".

EXHIBIT F

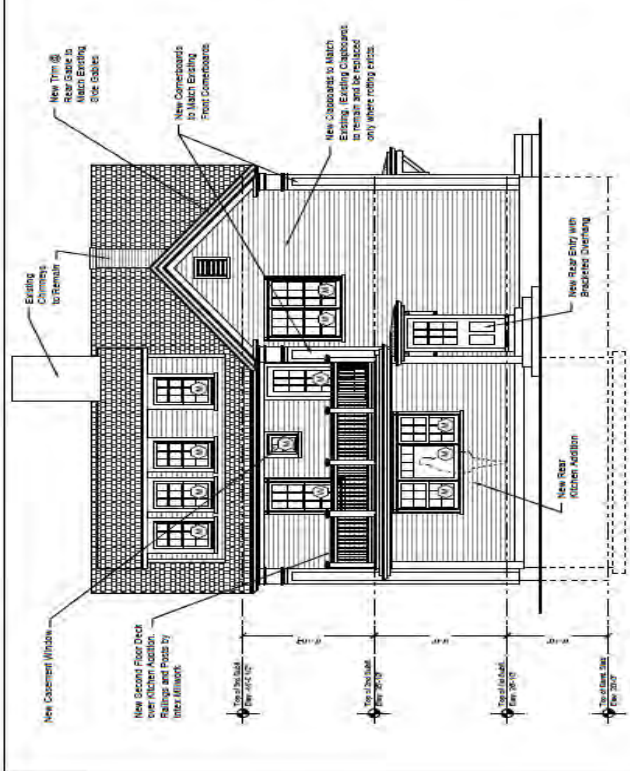
Grantor's Approved Plans and Newburyport Historical Commission Conditions from Special Permit



PROJECT NO. 10019	DATE: 06/15/2023	SCALE: 1/4" = 1'-0"
PROJECT NAME: Proposed Exterior Elevations	CLIENT: Dan and Judy Lynch	PROJECT ADDRESS: 2007 Main Street, Danvers, MA 01923
DESIGNER: Keery Design LLC	PROJECT NO. 10019	PROJECT NAME: Proposed Exterior Elevations
DATE: 06/15/2023	PROJECT NO. 10019	PROJECT NAME: Proposed Exterior Elevations



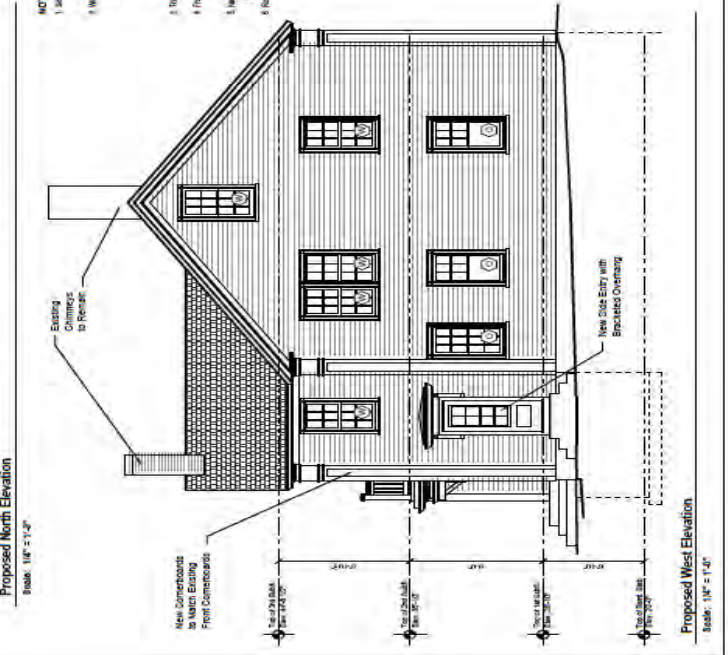
Proposed East Elevation  
Scale: 1/4" = 1'-0"



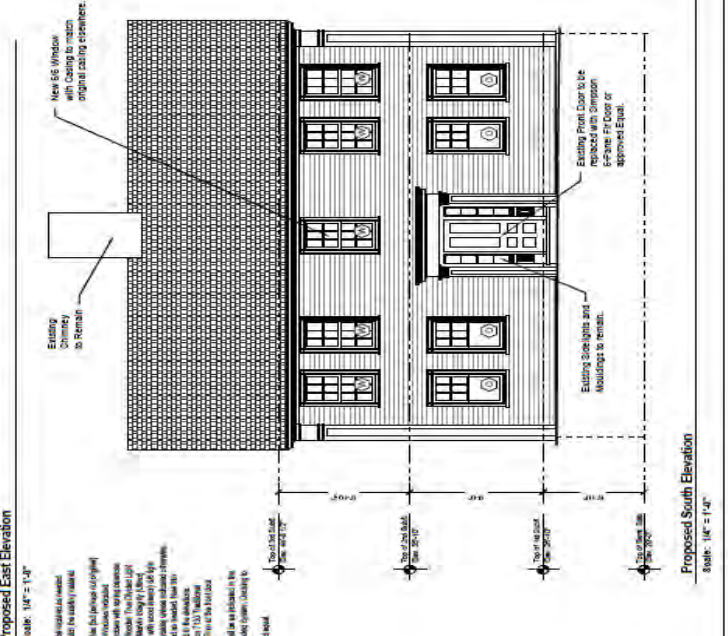
Proposed North Elevation  
Scale: 1/4" = 1'-0"

NOTE:

1. Siding: The existing window approach will remain as is. The existing window approach will remain as is. The existing window approach will remain as is.
2. Windows: Windows to be replaced with new windows. Windows to be replaced with new windows. Windows to be replaced with new windows.
3. Doors: Doors to be replaced with new doors. Doors to be replaced with new doors. Doors to be replaced with new doors.
4. Sillings: Sillings to be replaced with new sillings. Sillings to be replaced with new sillings. Sillings to be replaced with new sillings.
5. Cornboards: Cornboards to be replaced with new cornboards. Cornboards to be replaced with new cornboards. Cornboards to be replaced with new cornboards.
6. Chimneys: Chimneys to be replaced with new chimneys. Chimneys to be replaced with new chimneys. Chimneys to be replaced with new chimneys.



Proposed West Elevation  
Scale: 1/4" = 1'-0"



Proposed South Elevation  
Scale: 1/4" = 1'-0"

## EXHIBIT F

### Requirements of the Newburyport Historical Commission for the Restoration of the Exterior of the Building as specified in the stipulations of Special Condition 2 of the Special Permit.

All of the following architectural elements shall be maintained and preserved in accordance with the Plans included above as part of this Exhibit F:

- All the exterior historical features reflecting the Greek revival renovation carried out in 1842 shall be restored through repair or replacement in kind. No doors or window openings (except as noted below) are to be altered all in accordance with the Plans dated June 15, 2020 titled "Proposed Exterior Elevations" and "Demolition Elevations" by Keery Design LLC (collectively the "Plans") as included above.
- The front 'portico' shall be removed, and the front elevation restored according to the Plans presented and the center window on the second floor shall be a single window of the same design and configuration as the other windows on that façade as shown on the Plans.
- As shown on the Plans, all the existing historic windows - that is, windows identified as dating to sometime from 1840 to 1950, shall be repaired and/or restored. Newer windows (identified as "Brosco" replacement windows by the applicant) shall be replaced by new, historically appropriate replacement windows with wood sash and muntins and true divided lights.
- As shown on the Plans, the historic door and window (by the proposed new kitchen area) on the East elevation shall not be altered, but repaired or restored as needed.
- As shown on the Plans, the historic window lights surrounding the front entrance door shall be preserved. The door may be replaced with a historically-appropriate door pending review and approval of the commission of the specific design and reason for replacement. The entablature above the door shall be restored to a historically-appropriate design as shown in the plans.
- As shown on the Plans, the chimney will not be removed or altered.
- The shutters on the front of the house may be removed or may remain in place, at the discretion of the Applicant.

## EXHIBIT G

### Restriction Guidelines

#### ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT BETWEEN THE CITY OF NEWBURYPORT AND WHITMORE-CURRIER CONDOMINIUM TRUST AND DAN AND JUDY LYNCH

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the premises. Under this section 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 ironwork, stone, 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; 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 buildings 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 (i.e. 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. 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 Facades 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, which are in the best interests of the property.

EXHIBIT H

Mortgage Subordination

**ASSENT BY MORTGAGEE**

Institution for Savings in Newburyport and its Vicinity ("Mortgagee") is the holder of a mortgage on property located at 342 Merrimac Street, Unit 342, Newburyport, Massachusetts ("Premises") from Daniel J. Lynch and Judith S. Lynch ("Mortgagor") to the Institution for Savings in Newburyport and its Vicinity dated February 19, 2021 and recorded with the Essex South Registry of Deeds in Book 39570, Page 213 ("Subordinated Mortgage"). Said Mortgagee by this instrument assents to the Preservation Restrictions from Whitmore-Currier Condominium and Daniel J. Lynch and Judith S. Lynch to the City of Newburyport as set forth in an Agreement dated \_\_\_\_\_, 2021, and recorded herewith, and agrees that upon the Mortgagee's exercise of its right to foreclosure on the mortgaged Premises it shall assume the burdens of the Preservation Restrictions accepted by the Mortgagor..

In Witness Whereof, the said Institution for Savings in Newburyport and its Vicinity has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Lawrence R. Hunter, its Senior Vice President this \_\_\_\_ day of \_\_\_\_\_, 2021.

Institution for Savings in Newburyport and its Vicinityby:  
Lawrence R. Hunter, S.V.P.

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COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021 before me, the undersigned notary public, personally appeared Lawrence R. Hunter and proved to me through satisfactory evidence of identification, being (check whichever applies) [  ] driver's license or other state or federal governmental document bearing a photographic image, [  ] oath or affirmation of a credible witness known to me who knows the above signatory, or [  ] my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose,

\_\_\_\_\_  
Notary Public  
My commission expires

CITY OF NEWBURYPORT



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IN CITY COUNCIL

August 30, 2021

ORDERED:

**THAT \$97,500 is appropriated** to pay costs of purchasing and equipping two new police cruisers, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or pursuant to any other enabling authority, which may include the use of a municipal lease purchase agreement as permitted by G.L. c. 44, §21C, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote. Any premium received upon the sale of any bonds or notes approved by this order, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Councillor Sharif I. Zeid



# CITY OF NEWBURYPORT

## POLICE DEPARTMENT

MARK R. MURRAY  
CITY MARSHAL

4 GREEN STREET  
NEWBURYPORT, MA 01950

TEL: 978-462-4411

FAX: 978-462-0396

TO: City Council  
FROM: City Marshal Mark Murray  
RE: Cruiser Purchase  
DATE: August 16<sup>th</sup>, 2021

Dear Members of Council,

I am seeking the approval of a "lease to own" for 2 police cruisers. I would be borrowing the money from a local bank as I have done in the past. There will be a 3 year payment plan established which will be paid for from the purchase of vehicle line item in this current budget. Please see the attached invoice.

City Marshal  
Mark Murray



	Equipment :			
	All Black / No Paint			
Fleet	MHQ Fleet Key Code #	\$	195.00	
Graphics	Graphics Pkg B / Black Ghost Kit	\$	550.00	
1948	Front and Rear Vent Shades	\$	95.00	
1023	911 Circuit Power Distribution system	\$	750.00	
5	Whelen Liberty Light Bar Dual Color B/W - B/A -2R		N/A	
128	Whelen Front Full Inner Edge Dual Color , B/W	\$	1,375.00	
133	Whelen Rear Inner Edge Dual B/A	\$	1,250.00	
92	M4DW 400 LEDs on Push Bumper B/W	\$	410.00	
103	Whelen Under Mirror LEDs LINv	\$	455.00	
101	Whelen Under Mirror Mounts for Mirror Beams	\$	25.00	
105	Whelen Super LED IONt in Lower Lift Gate , Blue	\$	295.00	
106	Whelen Duo IONs on Side of Push Bumper , B/W	\$	460.00	
106	Whelen Duo IONs On Each Side of Rear Plate , B/W	\$	460.00	
106	Whelen Duo IONs in Rear Quarter Glass, B/W	\$	460.00	
287	Whelen Vertex Front Hide a Ways 2 , B	\$	250.00	
288	Whelen Vertex Rear Hide a Way 4 , B,R	\$	495.00	
Add	Whelen CORE Siren # C399 with Rotary Head Control		N/A	
Add	Whelen CORE Expansion Module # CEM16		N/A	
Add	Whelen CORE Gateway Kit		N/A	
381	Whelen SA 315 Siren Speaker on Push Bumper		N/A	
482	Progaurd Front Prisoner Barrier / Sliding Window	\$	995.00	
484	Progaurd Rear Window Barriers	\$	390.00	
521	Pro Guard Rear Transport Seat with Rear Screen	\$	1,425.00	
778	Havis Center Console 1308 / 1201 Utility	\$	475.00	
786	Arm Rest for Console Flip Up		N/A	
817	Dual Cup Holder for Center Console	\$	45.00	
1003	Hint 5502 Tablet, Key Board Mount for MDT	\$	865.00	
1131	Setina Single Gun Mount on T Rail with Universal Lock . Cuff Key	\$	385.00	
276	Nova Micro Dash Emitter	\$	357.00	
1200	Setina PB 450 Push bumper, Utility / 2 Whelen LED IONs, W	\$	960.00	
1399	Transfer 2 Way Radio Kenwood	\$	235.00	
1439	Transfer Dual Radar Unit	\$	150.00	
	Equipment Total :	\$	13,807.00	\$13,807.00
	Non Contract :			
	Whelen 3SR Dome Lights 3	\$	285.00	
Havis	Magnetic Mic Clip ( 2 )	\$	82.00	
MHQ	MHQ Head Light Flasher	\$	52.50	
	N/C Equipment Total :	\$	419.50	\$419.50
			Qty :	2.00
			<b>TOTAL:</b>	<b>\$97,467.00</b>

**TERMS AND CONDITIONS**

\*This quote is valid for 60 days from the date of quote. Any purchase orders or approved quotes received outside of the 60 day quote period will be subject to price

adjustments. By signing this quote, the customer is agreeing to pay, in full, for all items listed above. Any requests for changes, modifications, replacements, removals or additional items may be subject to additional fees and/or adjusted delivery dates.

M.G.L. c. 30B applies to the procurement of all commodities quoted. Contract items have been collectively purchased pursuant to M.G.L. c. 30B sec 1c and M.G.L. c. 7 sec 22B. The government body is responsible to determine the applicability of M.G.L. c. 30B to off contract items, but not limited to, off contract items that have already been properly procured under M.G.L. c. 30B sec 1c and M.G.L. c. 7 sec 22A (purchases from a vendor on contract with the Commonwealth), other contracts procured under M.G.L. c. 30B sec 1c and M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

The terms and conditions stated herein and the provisions of any agreement between MHQ and Buyer, if applicable, shall constitute the complete and only terms and conditions applicable to any and all purchases by Buyer from MHQ. Any additional and/or different terms and/or conditions printed anywhere including on, or with, Buyer's order shall be inapplicable in regard to any purchase by Buyer from MHQ.

**ORDER ACKNOWLEDGEMENT**

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x MARK MURRAY  
PRINT NAME

x CITY MARSHAL  
TITLE

x   
SIGNATURE

x 8/16/21  
DATE

Quote provided by David Breen, Public Safety Account Manager at MHQ  
(508) 573-2627 or dbreen@mhq.com



CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

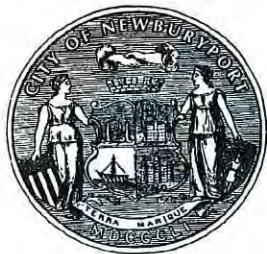
August 30, 2021

**THAT** the City Council of the City of Newburyport approves the following Licensed Contractor application for the 2021 construction year for water, sewer, drain laying, roadway, and sidewalk work:

M.DiStasio Excavation Contractors  
231 Central St  
North Reading, MA 01864

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Councillor Tontar  
Public Utilities Chairperson



CITY OF NEWBURYPORT

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 AUG 19 AM 10:58

DEPARTMENT  
OF  
PUBLIC SERVICES

**MEMORANDUM**

ANTHONY J. FURNARI  
DIRECTOR

JAMIE TUCCOLO  
DEPUTY DIRECTOR /  
DIRECTOR OF OPERATIONS

16A PERRY WAY  
NEWBURYPORT, MA 01950

TEL: 978-465-4464

FAX: 978-465-1623

WWW.CITYOFNEWBURYPORT.COM

**TO:** Richard Jones, City Clerk  
**FROM:** Anthony J. Furnari, DPS Director  
**DATE:** August 18, 2021  
**RE:** License Contractor Application and recommendation for 2021 Season

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

M. DiStasio Excavation Contractors  
231 Central St.  
North Reading, MA 01864

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:** 07/26/2021

**Name of Company:** M. DiStasio Excavation Contractors

Name of Owner: Michael DiStasio

Contact Person: Michael DiStasio

Street Address: 231 Central St City: North Reading State: MA Zip Code: 01864

Phone #: 617-416-5499 Cell #: 671-416-5499 Fax #: \_\_\_\_\_

Insurance Certificate #: CS1800425003 Policy Expiration Date: 6/22/2022

Name and Contact Information of Insurer: Tarpey Insurance 781-246-2677

Bond # 65580543 Bond Expiration Date: July 28th, 2022

**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)



*The Commonwealth of Massachusetts*  
**Department of Industrial Accidents**  
**Office of Investigations**  
**Lafayette City Center**  
**2 Avenue de Lafayette, Boston, MA 02111-1750**  
**www.mass.gov/dia**

**Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers**  
**Applicant Information** **Please Print Legibly**

Name (Business/Organization/Individual): M. DiStasio Excavation Contractors

Address: 231 Central St

City/State/Zip: North Reading MA 01864 Phone #: 617-416-5499

<b>Are you an employer? Check the appropriate box:</b>		<b>Type of project (required):</b>
1. <input checked="" type="checkbox"/> I am a employer with <u>4</u> employees (full and/or part-time).* 2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.] 3. <input type="checkbox"/> I am a homeowner doing all work myself. [No workers' comp. insurance required.] †	4. <input type="checkbox"/> I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡ 5. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]	6. <input type="checkbox"/> New construction 7. <input type="checkbox"/> Remodeling 8. <input type="checkbox"/> Demolition 9. <input type="checkbox"/> Building addition 10. <input type="checkbox"/> Electrical repairs or additions 11. <input type="checkbox"/> Plumbing repairs or additions 12. <input type="checkbox"/> Roof repairs 13. <input type="checkbox"/> Other <u>Utility Work</u>

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.  
 † Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.  
 ‡ Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

***I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.***

Insurance Company Name: Tarpey Insurance

Policy # or Self-ins. Lic. #: AWC40070388732020A Expiration Date: 11/15/21

Job Site Address: 21-27 Hancock St, City/State/Zip: Newburyport, MA, 01950

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).** Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

***I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.***

Signature: \_\_\_\_\_ Date: 8/4/21

Phone #: 617416-5499

*Official use only. Do not write in this area, to be completed by city or town official.*

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (check one):  
 1  Board of Health 2  Building Department 3  City/Town Clerk 4  Electrical Inspector 5  Plumbing Inspector 6  Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

# Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an **employee** is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An **employer** is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "**every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required.**"

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

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## Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply sub-contractor(s) name(s), address(es) and phone number(s) along with their certificate(s) of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

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## City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary) and under "Job Site Address" the applicant should write "all locations in \_\_\_\_\_ (city or town)." A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

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The Department's address, telephone and fax number:

The Commonwealth of Massachusetts  
Department of Industrial Accidents  
**Office of Investigations**  
Lafayette City Center, 2 Avenue de Lafayette  
Boston, MA 02111-1750

Tel. (617) 727-4900 or 1-877-MASSAFE

Fax (617) 727-7749



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/28/2021

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 Tarpey Insurance Group, Inc. 442 Water Street Wakefield, MA 01880	CONTACT NAME: Lisa Mills	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (781) 246-2677	E-MAIL ADDRESS: lisa@tarpeyinsurance.com	
INSURED Michael Distasio dba M Distasio Excavation Cont 231 Central Street North Reading, MA 01864	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Capitol Specialty Insurance Corporation		A0682
	INSURER B : Arbella Protection		41360
	INSURER C : Quaker Special Risk		A0052
	INSURER D : AIM Mutual Insurance Co		A0412
	INSURER E :		
INSURER F :			

COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CS1800425003	06/22/2021	06/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			1020072677	06/05/2021	06/05/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 250 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			AN094624	10/14/2020	10/14/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			AWC40070388732020A	11/15/2020	11/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E. L. EACH ACCIDENT \$ 100,000 E. L. DISEASE - EA EMPLOYEE \$ 500,000 E. L. DISEASE - POLICY LIMIT \$ 100,000

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

City of Newburyport is Additional insured

## CERTIFICATE HOLDER

## CANCELLATION

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

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Effective Date: July 28th, 2021

# Western Surety Company

## LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 65580543

That we, M Distasio Excavation Contractors

of North Reading, State of Massachusetts, as Principal,  
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of

Massachusetts, as Surety, are held and firmly bound unto the

City of Newburyport, State of Massachusetts, as Obligee, in the penal

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been  
licensed Drainlayer

\_\_\_\_\_ by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply  
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit  
applied for, then this obligation to be void, otherwise to remain in full force and effect until  
July 28th, 2022, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class  
U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration  
of thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety  
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said  
date. Regardless of the number of years this bond shall continue in force, the number of claims made  
against this bond and the number of premiums which shall be payable or paid, the Surety's total limit of  
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total  
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be  
cumulative.

Dated this 28th day of July, 2021.

M Distasio Excavation Contractors  
Principal

Principal  
WESTERN SURETY COMPANY

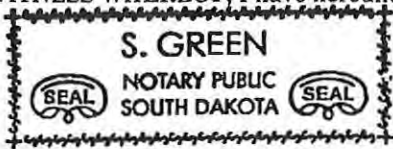
By Paul T. Bruffat  
Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 28th day of July, 2021, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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



S. Green  
Notary Public — South Dakota

My Commission Expires: February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL  
(Individual or Partners)

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

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

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

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

ACKNOWLEDGMENT OF PRINCIPAL  
(Corporate Officer)

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

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

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

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



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

LICENSE AND PERMIT  
BOND  
As

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

Name of Applicant

Address

Filed \_\_\_\_\_

Approved this \_\_\_\_\_  
day of \_\_\_\_\_



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One Drainlayer City of Newburyport

bond with bond number 65580543

for M Distasio Excavation Contractors

as Principal in the penalty amount not to exceed: \$ 5,000.00.

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President with the corporate seal affixed this 28th day of July,  
2021.

ATTEST

P. Leitheiser  
P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 28th day of July, 2021, before me, a Notary Public, personally appeared  
Paul T. Bruflat and P. Leitheiser

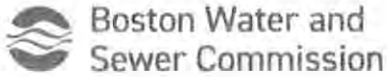
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the  
voluntary act and deed of said Corporation.



M. Bent  
My Commission Expires March 2, 2026  
Notary Public

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





2010895  
Boston Water and Sewer Commission  
2010895  
www.bwsc.org

January 27, 2021

Michael DiStasio  
231 Central Street  
NORTH READING, MA 01864

Account Number                   2010895  
Drain Layer's License           CE00012385

RE: YOUR NEW DRAIN LAYER'S LICENSE

Dear Michael DiStasio:

Congratulations on successfully passing Boston Water and Sewer Commission drain layer's license test.

Drain layer's licenses are valid for one calendar year (January 1 – December 31). Renewals occur at the end of each calendar year.

**Your license card will be a cut-out on your paid bill (available in 30 days).**

Paid bills are online at [www.bwsc.org](http://www.bwsc.org) on our Customer Self-Service (CSS) portal. On the CSS portal, you can also make payments and view historical bills.

Register to the CSS portal with:

- Your Account Number                   2010895
- Your CSS Portal Activation Code    2RXBS8

Please call Engineering Customer Service with any questions.

Sincerely,

*Francis M. McLaughlin*

Francis M. McLaughlin  
Manager, Engineering Customer Services  
Engineering Customer Service Department  
(617) 989-7600

City of Newton  
Ruth Ann Fuller



Mayor

# Department of Public Works Utilities Division

Livio Cence, Utilities Superintendent  
60 Elliot Street  
Newton, Ma. 02461  
Telephone (617) 796-1645 Fax (617) 796-1653

Email:

[lvio.cence@cityofnewton.com](mailto:lvio.cence@cityofnewton.com)

October 08, 2019

Re: Letter of Reference – M. Distasio

To Whom It May Concern:

This letter is being written in regards to the quality of work performed by M. Distasio in the City of Newton.

M. Distasio has performed work in the City of Newton and has always met our standards and specifications while delivering quality work in a responsible manner. Work completed in the City has included the installation of sewer and water services.

Connections along with repairs to institutional and commercial properties as necessary. They have provided us with all the necessary documentation and paperwork in a timely fashion and in an organized manner.

If you have any questions, please feel free to call me Livio Cence - Assistant Utilities Superintendent City of Newton 617-796-1645

Sincerely,

Livio

A handwritten signature in blue ink, appearing to read "Livio Cence", written over a horizontal line.

Cence



CITY OF WALTHAM  
MASSACHUSETTS

Janice E. Deveney  
Secretary to the Board of Survey & Planning

Administrative Assistant  
Consolidated Public Works Dept.

October 15, 2019

Brian Kerines, Water Superintendent  
City of Medford,

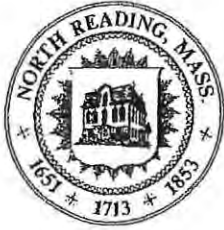
I am writing this letter of recommendation on behalf of Michael Distasio of M. Distasio Excavating Contractors of 231 Central Street, N. Reading, MA. who is currently on the City of Waltham's approved contractors list.

Their work ethic and quality of work is outstanding.  
It is with complete confidence that I would recommend this company for any projects in your city.

Please feel free to contact me should you have any questions regarding this company.

Sincerely,

Janice E. Deveney, Administrative Assistant  
Consolidated Public Works  
City of Waltham  
165 Lexington Street  
Waltham, MA 02452  
781-314-3803



**TOWN OF NORTH READING**  
*Massachusetts*

**Department of Public Works**

October 10, 2019

Re: Letter of Reference – M.Distasio

To Brian Kerines

This letter is being written in regards to the quality of work performed by Mike Distasio in the Town of North Reading.

Mr. Distasio has performed several jobs in North Reading which have called for an interaction of some manner between his company and our Water/Engineering Departments. Mike's work has met or surpassed all of our requirements and inspections regarding water service installation and repairs. His company also works directly for the DPW during snow removal on municipal roads and does a great job.

If you have any questions, please feel free to call me, 978-664-6071

Sincerely,

Chris Deming  
Operations Manager  
Town of North Reading  
Department of Public Works

CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

August 30, 2021

**THAT** the CITY COUNCIL of the CITY OF NEWBURYPORT hereby amends the existing list of crosswalks as identified by the Department of Public Services and marked throughout the City of Newburyport by adding the following:

1. Pleasant Street at Inn Street

**AND** that the City Clerk and Department of Public Services shall maintain this list and make the same available to the public.

**AND** furthermore the City Clerk shall post this list on the appropriate City website.

---

Councillor Jared J. Eigerman

ITY OF NEWBURYPORT

# *MUNICIPAL FEE SCHEDULE*

Fiscal Year 2021-2022

*Revision Date: August 30, 2021*

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## I. Animals

<b><i>Licensing of dogs and kennels</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
Neutered males and spayed females	\$10.00	Sec. 3-27 (a)
Un-neutered males and un-spayed females	\$15.00	Sec. 3-27 (a)
Senior citizens (aged 65 and over) who show proof of age shall be entitled to a license without paying said fees for their dogs, provided, however, that any applicable late fees shall still apply.		
<b><i>Kennel license fees</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
Four (4) dogs	\$10.00	Sec. 3-27 (b)
Five (5) to ten (10) dogs	\$15.00	Sec. 3-27 (b)
Eleven (11) or more dogs	\$100.00	Sec. 3-27 (b)

## II. Boats, Docks and Waterways

<b><i>Commercial Fish Pier</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
Five cents (\$0.05) per pound for each pound in excess of twenty thousand pounds (20,000) of fish per day	\$10.00	Sec. 4-73 (c) (2)
Annual Permit, includes use of hoist/parking	\$1,700.00	
<b><i>Commercial Shellfish Pier</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
Residents License	\$100.00	Sec. 4-207
Non-Residents License	\$200.00	Sec. 4-207
Rack Fee	\$2.00 per rack	Sec. 4-207
<b><i>Waterways, Moorings, etc. Annual Permits</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
Waterways, includes Dinghy up to 12 ft	\$5 per foot	4-73 (a)
Moorings	\$4 per foot	4-73 (a)
Moorings, overnight only	\$50.00	4-73 (a)
Dinghy Dock	\$250.00	4-73 (a)

<b><i>Rates for Central Waterfront Docks</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
Weekday/Weekend 'Transient' Rates (3-hour increments) Under 20 ft LOA 21 to 40 ft LOA 41 to 60 ft LOA	\$10 flat fee \$20 flat fee \$30 flat fee	4-73 (a)
Weekday 'Day' Rates per foot Under 50 ft LOA 51 to 100 ft LOA Over 101 ft LOA	\$3 per foot \$4 per foot \$5 per foot	4-73 (a)
Weekend 'Day' Rates per foot Under 50 ft LOA 51 to 100 ft LOA Over 101 ft LOA	\$4 per foot \$5 per foot \$6 per foot	4-73 (a)
Dinghy up to 12 ft (up to 3 hours) Weekday Weekend	\$5.00 flat fee \$10.00 flat fee	4-73 (a)

### III. Buildings and Building Regulations

<b><i>Building Permits</i></b>	<b><i>Fees</i></b>	<b><i>Reference</i></b>
First one thousand dollars (\$1,000) of cost estimate	\$100.00	Sec. 5-62
Each additional one thousand dollars (\$1,000) of estimate or part thereof.	\$200.00	Sec. 5-62
<b><i>Plumbing Permit Fees</i></b>	<b><i>Fees</i></b>	<b><i>Reference</i></b>
Permit fee	\$20.00, residential \$30.00, commercial	Sec. 5-111
Inspection fee	\$30.00	Sec. 5-111
Charge for each fixture	\$5.00, residential \$10.00, commercial	Sec. 5-111
Replacement hot water heater	\$30.00, residential \$40.00, commercial	Sec. 5-111

<b><i>Gas Permit Fees</i></b>	<b><i>Fees</i></b>	<b><i>Reference</i></b>
Permit fee	\$20.00, residential \$30.00, commercial	Sec. 5-111
Inspection fee	\$30.00	Sec. 5-111
Appliance fee	\$5.00, residential \$10.00, commercial	Sec. 5-111
Replacement hot water heater	\$30.00, residential \$40.00, commercial	Sec. 5-111
<b><i>Sheet Metal Permit Fees</i></b>	<b><i>Fees</i></b>	<b><i>Reference</i></b>
Permit fee	\$75.00, residential \$150.00, commercial	Sec. 5-113
Inspection fee:	\$30.00	Sec. 5-113
Re-inspection fee:	\$35.00	Sec. 5-113
Charge for each fixture	\$10.00	Sec. 5-113
If residential work started before a permit	\$150.00	Sec. 5-113
If commercial work started before permit	\$300.00	

<b><i>Electrical Permit Fees</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
Residential New Construction	First \$50,000 = \$180.00 Each additional \$1,000.00 = \$1.00	Sec. 5-151
Residential Additions/renovations (service not included)	\$60.00 permit plus \$3 per item	Sec. 5-151
Residential Services—New, changed, or altered	Single Family Overhead = \$45.00 Single Family Underground = \$85.00 Multi Family = \$85.00 plus \$20.00 each additional unit panel, subpanel or house	Sec. 5-151
Residential Garages Added On	\$80.00, attached \$125.00, detached	Sec. 5-151
Commercial New construction - Fee is based on the projected building cost as shown on the building permit.	First \$100,000 is \$300.00 Each additional \$1,000.00 or fraction thereof is \$1.00	Sec. 5-151
Commercial Additions/renovations (service not included)	\$60.00 for the permit plus \$3 for each (service not included) plug, switch, light, appliance, special equipment, etc.= fee	Sec. 5-151
Commercial Services—New, changed, or altered	Each 200 amps or fraction thereof \$50.00 (includes 1 <sup>st</sup> panel or main circuit breaker enclosure) Each additional panel \$20.00	Sec. 5-151
Burglar/fire alarm systems	\$50.00, residential \$85.00, commercial	Sec. 5-151
Central heat or A/C	\$65.00, residential \$85.00, commercial	Sec. 5-151
Swimming pool	\$65.00, above ground \$95.00, inground	Sec. 5-151
Hot water heater replacement	\$40.00, residential \$50.00, commercial	Sec. 5-151
Utility lighting retrofit	\$65.00	Sec. 5-151
Tel/data systems	\$85.00	Sec. 5-151
Remove and reinstall for siding	\$55.00	Sec. 5-151
Gas piping grounding	\$35.00	Sec. 5-151

<b><i>Planning Documentation Fees</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
Form A - Approval Not Required Form B - Preliminary Subdivision Form C - Definitive Subdivision	\$200/lot or lot line change \$100 base plus \$100 per lot \$1,000 base plus \$250/lot if Preliminary Plan was approved or \$500/lot otherwise	Sec. 5-151
Modification of a Definitive Plan	\$500 base plus \$175/lot	Sec. 5-151
Special Permit / Modification Site Plan Review - Major Project Site Plan Review - Minor Project	\$200 \$500 \$200	Sec. 5-151
Repetitive Petition	\$200	Sec. 5-151
Publication and Abutters fee	\$350 per project	Sec. 5-151
<b><i>Preliminary Plan, Modification of a Definitive Plan, or Modification of a Special Permit</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
2 - 15 Lots/Units 16 - 20 Lots/Units 21 - 25 Lots/Units More than 25 Lots/Units	\$2,000 \$3,000 \$4,250 \$5,000	Sec. 5-151
Ten or fewer Parking Spaces Ten or more Parking Spaces	\$1,000 \$1,500	Sec. 5-151
<b><i>Initial Definitive Plan, Special Permit or Site Plan</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
2 - 15 Lots/Units 16 - 20 Lots/Units 21 - 25 Lots/Units More than 25 Lots/Units	\$4,000 \$6,000 \$10,000 \$20,000	Sec. 5-151
Minor Site Plan Review Major Site Plan Review	\$500 \$1,500	Sec. 5-151
Ten or fewer Parking Spaces Ten or more Parking Spaces	\$2,000 \$5,000	Sec. 5-151

#### IV. Fire Prevention and Protection

<b><i>Fire Protection / Hazardous Material Permits</i></b>	<b>Fee</b>	<b>Reference</b>
Master box connection to the municipal fire alarm system	\$300.00 / annually	Sec. 7-4
Fire Alarm Systems (Panels)	\$50.00	Sec. 3-264
Unvented Gas Appliance	\$50.00	Sec. 3-264
Sprinkler System	\$50, residential \$100.00 commercial	
Oil Burner Installation/Repair	\$50.00	Sec. 3-264
Storage or keeping of flammables or explosives of Class A, B and C liquids:		Sec. 7-28
1 gallon to 10,000	\$50.00	
10,001 gallons to 25,000	\$100.00	
25,001 gallons to 50,000	\$200.00	
50,001 gallons and over	\$300.00	
Explosive/Fire Hazardous Material Permits		Sec. 3-264
Blasting	\$50.00	
Black Powder	\$50.00	
Combustible Fibers/Dust	\$50.00	
Fireworks	\$50.00	
Model Rockets	\$25.00	
Welding	\$50.00	
Hazardous Materials Processing	\$50.00	
<b><i>Smoke Detectors/CO Inspection</i></b>	<b>Fee</b>	<b>Reference</b>
Single Family/ Unit	\$50.00	Sec. 3-264
Any Building with 2 Units	\$100.00	
Any Building with 3-6 Units	\$150.00	
Any Building with 7 or more Units	\$500.00	
<b><i>Commercial Cooking/Tents Permits</i></b>	<b>Fee</b>	<b>Reference</b>
Commercial Cooking	\$50.00	Sec. 3-264
Tents (Commercial)		Sec. 3-264
Up to 1,999 square feet	\$0.00	

Over 2,000 square feet	\$50.00	
<b><i>Storage Tanks/Burners</i></b>	<b>Fee</b>	<b>Reference</b>
Tank Truck Permit	\$50.00	Sec. 3-264
LP Gas Storage Flammable Liquid, Solid, Gas Storage	\$50.00	Sec. 3-264
Storage Tanks Up to 1,100 Gallons Over 1,100 Gallons	\$50.00 \$100.00	Sec. 3-264
Propane Tank Installation Up to 999 Gallons Over 1,000 Gallons	\$50.00 \$100.00	Sec. 3-264
Maintain Underground Storage	\$100.00	Sec. 3-264
Removal of Tanks	\$50.00, above ground \$100.00, below ground	Sec. 3-264
<b><i>Miscellaneous Fire Permits</i></b>	<b>Fee</b>	<b>Reference</b>
Outside Burning	\$10.00	Sec. 3-264
Reports	\$10.00	Sec. 3-264
Any Permit not listed but required	\$50.00	Sec. 3-264

## V. Licenses, Permits and Business Regulations

<b><i>Lodging house licenses</i></b>	<b>Fees</b>	<b>Reference</b>
Lodging houses	\$2.00	Sec. 9-1
Bed and Breakfast	\$20.00	Sec. 9-1
<b><i>Transient Vendor/Food Trucks License</i></b>	<b>Fees</b>	<b>Reference</b>
Annual notice for transient vendor license applications	\$10.00	Sec. 9-111
Transient vendors, excluding food trucks	\$1,000	Sec. 9-131
Food trucks	\$1,500	Sec. 9-131
Application processing fee for transient vendors	\$50.00	Sec. 9-131
Additional fee for notification to registered party	\$1.00	Sec. 9-131



<b><i>Miscellaneous license and application fees</i></b>	<b>Fees</b>	<b>Reference</b>
Establishments with pool and billiard tables license fee	\$5.00	Sec. 9-42
Establishments with bowling alleys license fee	\$5.00	Sec. 9-42
Pawn broker annual license fee before November 1st	\$50.00	Sec. 9-82
Pawn broker annual license fee after November 1st	\$25.00	Sec. 9-82
Hawkers/peddler License fee	\$46.00	Sec. 9-162
Application fee for Solicitor Identification Card	\$50.00	Sec. 9-170 (e)
License for retail stores to operation between 11:00pm and 5:00am	\$15.00	Sec. 9-177

## VI. Parks and Recreation

	Group Hourly Rate, see Municipal Code Reference							
<b><i>Athletic Fields and Courts</i></b>	<b>A</b>	<b>B*</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F**</b>	<b>G**</b>	<b>H**</b>
Cashman Park Ballfield	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Perkins Park Ballfield	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Cashman Park Soccer Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Cherry Hill Soccer Field Parcel A	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Cherry Hill Soccer Field Parcel B	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Bradley Fuller Park Track	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Bradley Fuller Park Infield	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Bradley Fuller Park North Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Woodman Park Multi-use Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Cashman Park Tennis	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Perkins Park Tennis	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Bartlet Mall Basketball Courts	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Cashman Park Basketball Court	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
G.W. Brown School Playground Basketball	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Perkins Park Basketball Courts	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Woodman Park Basketball Courts	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Moseley Woods Lawn	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Atkinson Common, Lower, Founders Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Atkinson Common, Lower, Pepe Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00

	Group Hourly Rate, see Municipal Code Reference							
<b><i>Athletic Fields and Courts</i></b>	<b>A</b>	<b>B*</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F**</b>	<b>G**</b>	<b>H**</b>
Atkinson Common, Lower, Hawkes Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Atkinson Common Tennis	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
<b><i>Small Parks</i></b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F*</b>	<b>G*</b>	<b>H*</b>
Brown Square	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Cornelius Doyle Triangle	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Joppa Park	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Moulton Square	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Washington Park (Eppa Way, Pond Street, High Street)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
270 Water Street (Perkins Park)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Patrick Tracy Square (Tracy Place)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Newburyport Skate Park (Nock Schoolyard)	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
<b><i>Mid to Large Parks</i></b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F*</b>	<b>G*</b>	<b>H*</b>
Atkinson Common, Upper (other than athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Atkinson Common, Lower (other than athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Atwood Park/Garrison Gardens	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	N/A
Bartlet Mall (other than athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Cashman Park (other than athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Clipper City Rail Trail (any segments)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Cushing Park (other than	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00

	Group Hourly Rate, see Municipal Code Reference							
<b><i>Athletic Fields and Courts</i></b>	<b>A</b>	<b>B*</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F**</b>	<b>G**</b>	<b>H**</b>
athletic fields or courts)								
Inn Street Mall	N/C	N/A	N/A	N/C	N/A	\$25.00	\$100.00	\$200.00
March's Hill	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Market Landing Park	[per Newburyport Waterfront Trust]							
Market Square Bullnose	N/C	N/A	N/A	N/C	N/A	\$25.00	\$100.00	\$200.00
Moseley Woods Pavilion	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00

\* Up to 50% of the fee may be waived in exchange for in-kind services at the sole discretion of the parks commission.

\*\* Any charitable non-profit registered as a 501c3 may apply for a fee reduction or waiver from the parks commission. The parks commission is under no obligation to offer any reduction or waiver. Any reduction or waiver is at the sole discretion of the parks commission.

N/C = no charge, N/A = not applicable

- (1) *Group A*: City of Newburyport departments, including Newburyport Public Schools; other non-profit and for-profit education located within the city; and active duty military.
- (2) *Group B*: Recurring use by exclusively youth leagues.
- (3) *Group C*: Recurring use by organizations, including adult sports leagues.
- (4) *Group D*: Recurring use by organizations that do not charge end-users any fee to participate, including pick-up leagues.
- (5) *Group E*: Special events held by individuals or groups with up to twenty-five (25) attendees.
- (6) *Group F*: Special events held by individuals or groups with twenty-six (26) to fifty (50) attendees.
- (7) *Group G*: Special events held by individuals or groups with fifty (50) to two-hundred (200) attendees.
- (8) *Group H*: Special events held by individuals or groups with greater than two-hundred (200) attendees

For Groups B, C, and D (recurring field use), a fee to utilize the concession stand/restroom at Atkinson Common, Lower, shall be fifty dollars (\$50.00) per month. Group E, F, G, and H (special events), may request use of the restrooms for a one-time fee of one-hundred dollars (\$100.00)

## VII. Streets, Sidewalks and Public Places

<b><i>Signs in public ways</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
Permanent signs fee	\$150.00	Sec. 12-1.3 (c)
Temporary Signs, banners	\$25.00	Sec. 12-1.3 (d) 2c
Temporary Signs, moveable signs effective on first day of April and expiring on March 31 <sup>st</sup>	\$50.00/annually \$5.00/month, prorated for new businesses	Sec. 12-1.3 (d) 3d
A-Frame sign biennial license fee	\$100.00 per sign	Sec. 12-1.5 (f)
<b><i>Digging/Drain laying in public ways</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
License fee for drain layers or utility contractors	\$500.00/annually	Sec. 12-70 (b)
Street opening permit	\$100.00	Sec. 12-70 (a)
Digging of graves and rental of lowering devices and greens in the Highland and Old Hill Cemetery	\$200.00	Sec. 12-101
Purchase of single grave in the Highland and Old Hill Cemetery	\$150.00	Sec. 12-101
<b><i>Parking Permits</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
Resident Annual Permit – Paid Parking Facilities	\$15.00 \$5.00, Senior Rate	Sec. 13-180.1 (f)
Employee Quarterly Permit, All Day Parking Facilities	\$50.00	Sec. 13-180.1 (f)
Resident Monthly Pass for Titcomb Street Garage	\$60.00	Sec. 13-180.1 (f)
Non-Resident Monthly Pass for Titcomb Street Garage	\$80.00	Sec. 13-180.1 (f)
Employee Pass for Titcomb Street Garage	\$60.00	Sec. 13-180.1 (f)
<b><i>Parking, Hourly Fees in Lots</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
Hourly Fee – Waterfront Trust Lot, State Street Lot, Titcomb Street Garage, NRA West and East Lot	\$1.00/hour	Sec. 13-180.1 (f)
Hourly Fee – Green Street Lot, Prince Place Lot and Hales Court Lot	\$1.50/hour	Sec. 13-180.1 (f)

<b><i>Plum Island Parking Lot</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
Resident	\$10.00, Weekday \$12.00, Weekend	Sec. 13-183 a
Non-Resident	\$15.00, Weekday \$20.00, Weekend	Sec. 13-183 a

### **VIII. Vehicles for Hire**

<b><i>Vehicles for hire licenses/permits</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
Annual permit for taxicabs	\$50.00	Sec. 15-32
Fee for license for taxicabs	\$25.00	Sec. 15-32
Permit restoration after suspension or revocation	\$50.00	Sec. 15-32

### **IX. Water and Sewer Department**

<b><i>Water Service Charges</i></b>	<b><i>Fee</i></b>	<b><i>Reference</i></b>
Emergency Call	\$400	Sec. 2-368
Water On/Off	\$50	Sec. 2-368
Water off, Meter Out Water on, Meter In	\$75	Sec. 2-368
Labor – Water	\$75	Sec. 2-368
Cut & Cap Water Service	\$400	Sec. 2-368
Water Reconnect	\$400	Sec. 2-368
Property Transfer	\$60	Sec. 2-368
Hydrant Flow Test	\$150	Sec. 2-368
Hydrant Charge	\$400	Sec. 2-368
Hydrant Charge Newbury	\$75	Sec. 2-368
Inspection	\$60	Sec. 2-368

<b>Tap Fees</b>	<b>Fee</b>	<b>Reference</b>
Tap 1 - 2 inch	\$400	Sec. 2-368
Tap 4 – 6 inch	\$650	Sec. 2-368
Tap 8 inch	\$800	Sec. 2-368
8 Inch or greater	\$1,200	Sec. 2-368
<b>Connection Fees</b>	<b>Fee</b>	<b>Reference</b>
1 Inch	\$2,500	Sec. 2-368
2 Inch	\$4,270	Sec. 2-368
4 Inch	\$7,140	Sec. 2-368
6 Inch	\$10,000	Sec. 2-368
<b>Water Main Connections</b>	<b>Fee</b>	<b>Reference</b>
8 Inch	\$13,000	Sec. 2-368
12 Inch	\$16,000	Sec. 2-368
16 Inch	\$20,000	Sec. 2-368

<b>Meter Charge</b>	<b>Fee</b>	<b>Reference</b>
5/8 Inch	Market Cost (Variable)*	Sec. 2-368
1 Inch	Market Cost (Variable)*	Sec. 2-368
Greater than 1 inch	Market Cost (Variable)*	Sec. 2-368
Meter horns fittings	Market Cost (Variable)*	Sec. 2-368
Meter Test	\$150	
Valve Repair	\$100	
<b>Sewer Connection Fees</b>	<b>Fee</b>	<b>Reference</b>
Cut & Cap Service	\$1,500	Sec. 2-368
Sewer Reconnect	\$225	Sec. 2-368
Property Transfer	\$60	Sec. 2-368
I/I Fee	\$300	Sec. 2-368