

ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

AN ORDINANCE TO AMEND CERTAIN PROVISIONS OF THE NEWBURYPORT ZONING ORDINANCE, INCLUDING DEFINITIONS, YARD REGULATIONS, AND REQUIREMENTS OF THE DEMOLITION CONTROL OVERLAY DISTRICT (DCOD) AND THE DOWNTOWN OVERLAY DISTRICT (DOD).

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

WHEREAS, a Zoning Advisory Committee was formed in 2014 by Mayor Donna D. Holaday and then-City Council President Thomas F. O'Brien to consider revisions to the Zoning Ordinance of the City of Newburyport, Massachusetts (the "Zoning Ordinance"); and

WHEREAS, the Zoning Advisory Committee convened irregularly from 2014 to 2019, and suggested amendments to the Zoning Ordinance; and

WHEREAS, the position of Zoning Administrator became effective in 2018, and such official has suggested amendments to the Zoning Ordinance;

THEREFORE, LET IT BE ORDAINED THAT subsections 5, 8, 10, 11, 19, 21, 24, 25, 26, 27, 33, 36, 41, 46, 50, and 54 of Section II-B of the Zoning Ordinance entitled "Definitions" be amended, and new subsection 55 of Section II-B of the Zoning Ordinance be added, pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double-stricken-through and in bold~~, and additions double-underlined and in bold:

5. *Building*. A combination of any materials, whether portable or fixed, having a roof, enclosed within exterior (external) walls or fire walls, built to form a structure for the shelter of persons, animals or property. For purposes of this Ordinance definition, "roof" shall include an awning or any similar covering, whether or not permanent in nature, and "exterior" or "external" walls shall include columns supporting a roof and screened enclosures.
8. *Building area*. The aggregate of the areas of all ~~enclosed and~~ roofed spaces of all buildings located at a lot including without limitation roofed porches or decks, regardless of the height of such buildings, including both the principal

building and all accessory buildings; ~~all such and~~ areas shall be computed by using maximum outside building dimensions measured on a horizontal plane, excepting roof overhang.

10. *Building height.* Building height is measured from the mean grade elevation (average grade around perimeter of building) to the mean highest roof elevation line (one-half the vertical distance from eave to ridge) not including architectural features explicitly exempted from the height requirements of this Ordinance.

11. *Building line.* A line formed by the intersection of a horizontal plane at average outside grade level and a vertical plane at ground surface that coincides with the exterior surface of the building on any side. All yard requirements are to be measured to the building line except where otherwise expressly provided in this Ordinance.

In case of a cantilevered section of a building, or projected roof greater than two (2) feet, or porch, the vertical plane will coincide with the most projected surface, ~~but as an entrance way, or~~ permanently installed canopy and similar projections measuring less than one-third ($\frac{1}{3}$) of the length of the elevation from which they are projected, and also projecting less than one-half ($\frac{1}{2}$) of the required setback, are ~~is~~ excluded from the setback requirements of this Ordinance.

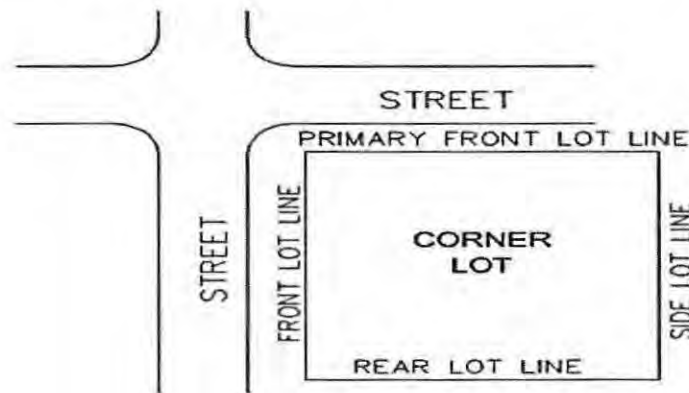
19. *Floor area, total.* The sum of the gross horizontal areas of the floor or floors of a building which are enclosed and usable for occupancy or the conduct of business, and shall be measured between the inside face of exterior walls, or from the centerline of walls separating two (2) uses, but garage space, accessory building space, or cellar space is excluded, except if these areas are utilized by the principal use occupying or conducted within the lot and/or building.

21. Inspector of buildings. The person appointed and confirmed to serve in such office under Section 5-41 of the Newburyport Code ~~officially established zoning and building enforcement officer for the City of Newburyport.~~

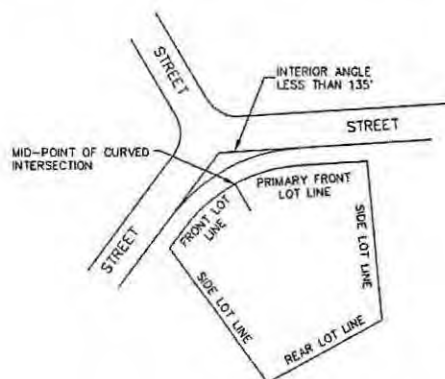
24. *Lot, corner.* A lot at the point of intersection of and abutting on two (2) or more intersecting streets, the interior angle of intersection of the street lot lines, or extended lot lines in case of a curved street being not more than one-hundred and thirty-five degrees (135°). For purposes of this Ordinance chapter, the yard adjacent to each street shall be considered a front yard; provided, however, this will not affect designation of the front lot line.

Corner Lot Diagrams: A corner lot ~~shall have~~ has two front lot lines. The front lot line of greater length shall be known as the primary front lot line, and the front lot line of lesser length shall be known as the secondary front lot line. When an

unbuilt corner lot has front lot lines of equal length, the owner shall designate a single front lot line as the primary front lot line, on the applicable plan and/or application. This shall be known as the primary front lot line.



Where the interior angle of intersecting street is less than one hundred thirty-five ~~degrees~~ degrees (135°)-~~degrees~~, the lot shall be considered a corner lot.



25. *Lot coverage.* That percentage of the lot area which is devoted to building area, regardless of such building's building height.
26. *Lot line, front.* The property line dividing a lot from the adjacent a single street right-of-way. In the case of a corner lot the front lot line of greater length shall be known as the primary front lot line. ~~When a corner lot has front lot lines of equal length, the owner shall designate a single front lot line as the primary front lot line, on the applicable plan and/or application.~~
27. *Lot line, rear.* The property line most nearly opposite and furthest from the front lot line, or the primary front lot line in the case of corner lots. In a wedge- or pie-shaped lot, the rear lot line is assumed to be where a line can be drawn with a ten- (10-) foot offset from the rear-most point parallel to the front lot line and intersecting two (2) adjacent side lot lines.

33. *Open space.* The space on a lot unoccupied by buildings, unobstructed to the sky, not devoted to streets, driveways or off-street parking or loading spaces, and expressed as a percentage of total lot area. Open space areas shall be used for landscape areas and for active or passive recreation including but not limited to non-roofed decks (one level only), patios, pools or tennis courts.
36. *Parking space.* ~~An delineated~~ area, whether interior or exterior, that is intended or used for occupancy by a motor vehicle in compliance with this Ordinance.
41. *Setback.* ~~Setback is t~~ The horizontal distance measured perpendicularly from the property lot line to the nearest building line wall.
46. *Structure.* A combination of materials, which may or may not constitute a building, requiring a permit to that is erected, placed, or constructed to form a configuration ~~and includes, but is.~~ Structures include, but are not limited to, unroofed stadiums, platforms, radio towers, sheds, unroofed pens sheds, storage bins (lidded or unlidded), mechanical equipment greater than six (6) feet in height, signs, swimming pools, and fences.
50. *Yard.* ~~An open space unobstructed from the ground up, on the same lot with a principal~~ The area within a lot extending along a lot line and inward to the building line. The size of a required yard setback shall be measured as the shortest distance between the building line and the lot line. Those portions of buildings or structures that Structures which are below the finished lot grade, including, but not limited to, basements, shall not be deemed to occupy required yards setbacks. Unroofed deck structures may project into applicable yard setbacks to the extent of up to fifty percent (50%) of the required lateral dimension.
- ~~54. Zoning Administrator. The zoning code enforcement officer for the City of Newburyport, Massachusetts, duly appointed and confirmed under Section X-B of this Ordinance Zoning board of appeals. The Zoning Board of Appeals of the City of Newburyport, Massachusetts.~~
- ~~54-55. Zoning board of appeals. The Zoning Board of Appeals of the City of Newburyport, Massachusetts.~~

AND FURTHER, THAT Section VI-B of the Zoning Ordinance entitled “Lot areas” be amended pursuant to Section XII-B (Adoption and Amendment) by inserting the following new provision, with additions double-underlined and in bold:

- D. To ensure the long-term preservation of local farming and agricultural properties of sufficient size to maintain viable and sustainable businesses and operations

related thereto, and notwithstanding any provisions of this Ordinance to the contrary, the minimum Lot Area within the Agricultural/Conservation (Ag/C) District, regardless of use, shall be 400,000 square feet.

AND FURTHER, THAT Section VI-F of the Zoning Ordinance entitled “Yard requirements (setbacks)” be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double stricken through and in bold~~, and additions double-underlined and in bold:

VI-F - Yard requirements (setbacks).

- (1) Except for fences, walls, ~~and~~ accessory structures, and specific features as described below or elsewhere in this Ordinance, no building or ~~sub-surface~~ structure, nor any above-grade or portion thereof, including, without limitation, decks extending upward by more than thirty (30) inches above existing grade, shall be permitted within the required front, side, or rear setback areas.
- (2) Where a side or rear yard is adjacent to a street, the side or rear yard requirement shall be the same as the distance specified for front yard setback.
- (3) Where a side or rear yard of a structure is adjacent to a park, cemetery, or other permanent public open space, all but ten (10) feet of the required yard may be measured from the center of said open space.
- (4) Mechanical equipment less than six (6) feet in height and otherwise permitted within the required, side, or rear yard shall be screened from view with fencing and/or landscaping.
- (5) No advertising display or other type of sign, merchandise, vending machines, or charitable donation collection boxes shall be located within any required front, side, or rear yard. ~~Business structures or uses shall not display or advertise goods for sale purposes or display coin-operated vending machines of any type in any location which would infringe upon the required yard areas specified in this ordinance.~~
- (6) Structures, such as fences, and landscape walls, may project into required side and rear yards provided that they do not exceed seven (7) feet in height. Corner lots and locations adjacent to driveways shall comply with the requirements of Section VI-J and VI-K. In all other instances fences, landscape walls, and other hardscape features may project into required front yards provided they do not exceed four (4) feet in height above existing grade. Structures of any kind such as, without limitation, sheds, swimming pools, and mechanical equipment greater than four (4) feet in height above existing grade shall be prohibited in the front yard setback.
- (7) Porches, porticos, stoops, external stairways or steps attached to a principal structure, whether roofed or unroofed, may project into up to fifty percent (50%) of

the required front yard setback, provided, however, that no such projection shall exceed more than thirty percent (30%) of the width of that façade of the principal structure to which such feature is attached.

- (8) Any accessory structure not requiring a building permit under the State Building Code shall require that the owner or applicant obtain a “Letter Permit” from the Zoning Administrator to ensure compliance with applicable provisions of this Ordinance including, without limitation, setbacks, height, and lot-coverage requirements hereof.
- (9) An accessory building attached to a principal building shall comply in all respects with the yard requirements of this ordinance for the principal building, and shall not interfere in any way with access to parking spaces in off street parking areas.
- (10) A detached accessory building or structure within the side or rear-yard setbacks shall conform to the following provisions, in addition to any other provisions of this Ordinance. It shall ~~be~~:
- a. be set back from all streets by the public way the required front yard distance for the district in which it is located;
 - b. be set back at least six (6) feet from any side and rear lot line ~~or~~ and also at least ten (10) feet from any lawfully existing principal building or structure located on an abutting lot ~~property~~; and
 - c. separated from the principal building or structure on the subject lot a minimum of three (3) feet; and
 - d. cover no more of the ground than an area measuring 528 square feet and have no wall length exceeding more than ~~not exceed twenty-two (22) feet~~ by twenty-four (24) feet ~~in dimension~~, nor shall it exceed fifteen (15) feet in height.
 - e. Garages or other such accessory structures, whether attached or detached, that exceed the above dimensions shall conform to the height, front, side and rear yard setback requirements applicable to accessory buildings or structures in the zoning district where located.
 - f. In-ground and above-ground pools shall be located in the side or rear yard only, and not in the front setback, and are subject ~~only~~ to the six (6) foot lot-line setback restrictions as herein stated but need not be located at least ten (10) feet from any lawfully existing principal building or structure located on an abutting lot.

AND FURTHER, THAT Section VI-I of the Zoning Ordinance entitled “Exceptions to maximum height regulations” be amended pursuant to Section XII-B (Adoption and

Amendment) to read as follows, with deletions ~~double-stricken-through and in bold~~, and additions **double-underlined and in bold**:

The height limitations as set forth in the table of dimensional controls shall not apply to chimneys, ventilators, skylights, water tanks, bulkheads, elevators, and other accessory additions which are required or are customarily carried above the roofs of buildings, nor to towers, spires, domes, cupolas, and similar additions to buildings if such additions are not used for living purposes, and if such structures occupy not more than ten (10) percent of the ground floor of the building. Additionally, all farm accessory structures are exempt from the height requirements of this ordinance. In no instance shall any such structure extend more than ten (10) feet above the highest point of the structure on which it is proposed to be attached unless required by building and safety codes.

Accessory buildings or structures used for accessory purposes in all residential (R) districts **beyond those permitted in section VI-F** shall not exceed a height of twenty (20) feet.

AND FURTHER, THAT Section VI-J of the Zoning Ordinance entitled “Traffic visibility across corners” be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double-stricken-through and in bold~~, and additions **double-underlined and in bold**:

Along ~~Between the~~ property lines ~~of abutting~~ intersecting streets and ~~a line joining~~ points on such lines for a distance of twenty (20) feet ~~distant~~ from their point(s) of intersection, (or in the case of a rounded corner, the point of intersection of their tangents), no building or structure in any district may be erected and no vegetation other than shade trees may be maintained between a height of three (3) feet and seven (7) feet above the plane created by street pavement through their curb grades. For work on properties within zoning districts providing for zero lot line setbacks, this requirement may be waived upon written approval of the City Engineer after consultation with the Zoning Administrator.

AND FURTHER, THAT Section VI-M of the Zoning Ordinance entitled “Awnings for business or industry” be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double-stricken-through and in bold~~, and additions **double-underlined and in bold**:

Solely outside of the Downtown Overlay District (DOD), where awnings require review and approval as provided under Section XXVII of this Ordinance, awnings for business or industry ~~will be~~ **shall be** allowed **by right** in any district. They may extend from the building a maximum of five (5) feet and the lowest point of the awning or supporting structure must be at least seven (7) feet, six (6) inches above the average finished grade of the area which the awning is intended to shelter. The awning may contain the name of the business or industry, but no other advertising.

AND FURTHER, THAT Section X-B of the Zoning Ordinance entitled “Administrative officials” be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double stricken through and in bold~~, and additions **double-underlined and in bold**:

The duties of administering and enforcing the provisions of this ordinance are hereby conferred upon ~~the inspector of buildings and a city employee to be known as the Zoning Administrator zoning administrator~~, who shall have such powers as are conferred upon them by this ~~Ordinance zoning ordinance~~, and as reasonably may be implied. ~~At the first regular meeting of the city council in January, the mayor shall appoint and the city council~~Pursuant to the City of Newburyport Home Rule Charter, ~~the Mayor shall appoint and the City Council may~~ confirm someone to hold office as the ~~Zoning Administrator, for a term of two (2) years zoning administrator for the City of Newburyport. The zoning administrator shall hold office from January 1, 2018, through December 31, 2018, and for two-year terms thereafter~~, unless sooner removed by the ~~Mayor and City Council mayor and city council~~. Among ~~their his or her~~ other duties, the ~~Zoning Administrator zoning administrator~~ shall assist the ~~City Council city council~~ in all matters pertaining to the purpose and intent of this ~~Ordinance zoning ordinance~~.

AND FURTHER, THAT Section X-C of the Zoning Ordinance entitled “Duties of the inspector of buildings and of the zoning administrator” be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double stricken through and in bold~~, and additions **double-underlined and in bold**:

1. Generally. It shall be the duty of the ~~Inspector of Buildings inspector of buildings~~, or ~~their his~~ duly authorized agents, to cause any plans, buildings, or premises to be examined or inspected to determine that they are not in violation of provisions of this ~~Ordinance ordinance~~. The ~~Zoning Administrator zoning administrator~~ shall have the independent authority and duty to cause any plans, buildings, or premises to be examined and determine compliance with any and all provisions of this Ordinance. In the case of any disagreement between the ~~Inspector of Buildings inspector of buildings~~ and the ~~Zoning Administrator zoning administrator~~ regarding an interpretation of this ordinance, the ~~Zoning Administrator zoning administrator~~'s decision shall control.
2. *Violations.* Where the ~~Inspector of Buildings inspector of buildings~~, in the course of ~~his their~~ duties, determines that any plans, buildings, or premises are in violation of the provisions of this ordinance, he shall so inform the ~~Zoning Administrator zoning administrator~~. In such case, or if the ~~Zoning Administrator zoning administrator~~ in the course of ~~their his or her~~ duties determines that any plans, buildings, or premises are in violation of the provisions of this ~~Ordinance ordinance~~, the ~~Zoning Administrator zoning administrator~~ shall order the responsible party in writing to remedy such conditions. Said written order shall specify the nature of the violation

found to exist, the remedy ordered, the time permitted for such action, and the penalties and remedies which may be invoked by the City, and the violator's right of appeal; all as provided for by this Section X-C.

On the serving of notice by the Zoning Administrator to the owner for any violation of any provisions of this Ordinance, a new certificate of occupancy shall be required for any further use of such building or premises.

3. *Records.* The Inspector of Buildings and Zoning Administrator shall maintain a permanent public records of all matters considered and all actions taken by their respective offices. All such records, as well as the permanent public record of all matters considered and all action taken pursuant to this zoning ordinance, or chapters 5, 12 or 16 of the Newburyport Code, by any city official, board, commission, or department and maintained by it, shall be deemed to form a part of the records of the Inspector of Buildings and Zoning Administrator.

An individual shall permanent files for each application by street address property for all permits provided for by this Ordinance shall be established at the time the application is made. Said files shall contain at least one (1) copy of the application and all supporting documents, maps, and plans; notations regarding pertinent dates and fees, and the like, as appropriate; at least one (1) copy of the written decisions (including any associated drawings and specifications) by any city official, board, commission, or department acting on the application; and the date the permit applied for was issued or denied by the Inspector of Buildings and/or Zoning Administrator, respectively.

4. *Enforcement and monthly reports.* If the Zoning Administrator is requested in writing to enforce this Ordinance against any person allegedly in violation of same, and the Zoning Administrator declines to act, the Zoning Administrator shall notify, in writing, the party requesting such enforcement of any action or refusal to act, and the reasons therefor, within fourteen (14) days after such receipt.

The Zoning Administrator shall prepare a monthly report for the City Council, which inspector of buildings and the zoning administrator shall each prepare a monthly report for the city council. Said report shall cite all actions taken by such official, including all referrals made by them, all permits and certificates issued and denied; and all complaints of violations received, and all violations found by them, and the action taken by them consequent thereon. A copy of this monthly report shall also be transmitted by such officer to the Assessor, Planning Board, and Zoning Board of Appeals at the same time it is transmitted to the City Council.

AND FURTHER, THAT Section X-D of the Zoning Ordinance entitled “Permits” be amended pursuant to Section XII-B (Adoption and Amendment) to insert a new third paragraph as follows with additions double-underlined and in bold:

No application for any permit or review by municipal officials under this Ordinance (whether by boards or staff) shall be considered complete or eligible for consideration unless submitted in its entirety, including the completion of related forms promulgated by the Office of Planning and Development (or Building Department, as applicable) and posted on the City website at the time of submission, as well as any required attachments or supporting documentation enumerated therein. Requests for waiver of any particular submission requirements, or listed attachments, must be requested of and approved in writing by the applicable staff or board in advance of formal submission of the applicable application.

AND FURTHER, THAT subsection (7)(C) of Section X.H of the Zoning Ordinance be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double-stricken through and in bold~~, and additions double-underlined and in bold:

- C. *Time limitation on special permit.* Any special permit granted under this section shall lapse within ~~two (2)~~ three (3) years if a substantial use thereof has not sooner commenced except for good cause, in the case of permit for construction, if construction has not begun by such date except for good cause. Additionally, if construction or operations has not begun within six (6) months, or if construction is not continuing toward completion in as continuous or expeditious manner as is reasonable during the initial six (6) months, then the construction or operations shall conform to any amendment to this ordinance.

AND FURTHER, THAT Section XI-J of the Zoning Ordinance entitled “Conformance to performance standards” be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double-stricken through and in bold~~, and additions double-underlined and in bold:

An application for a building permit and/or certificate of occupancy for any ~~industrial~~ use in any district ~~believed by the building inspector~~ determined by either the Inspector of Buildings or the Zoning Administrator to be potentially in conflict with the performance standards shall be accompanied by a plan in quadruplicate of the proposed construction or development, including a description of the proposed machinery operations and products and specifications for the mechanisms and techniques to be used in restricting the emission of dangerous and objectionable elements. One (1) copy of said plans and descriptions shall be filed with the ~~Inspector of Buildings~~ Inspector of Buildings, one (1) with the ~~Zoning Administrator~~ Zoning Administrator, one (1) with the ~~Planning Board~~ Planning Board and one (1) with the ~~City Council~~ City Council. The fee for such applications shall include the cost of the special reports required herein.

The ~~City Council~~city council, with the advice of the ~~Planning Board~~planning board and the ~~Zoning Administrator~~zoning administrator, when there is likelihood of reasonable doubt as to conformance, shall refer the application to one (1) or more expert consultants who shall return a report with their findings within thirty (30) days. A copy of such report will be furnished to the applicant.

AND FURTHER, THAT Section XII-B of the Zoning Ordinance entitled "Adoption and amendment" be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double-stricken-through-and-in-bold~~, and additions double-underlined and in bold:

This ~~Ordinance shall~~zoning ordinance will be originally adopted and from time to time changed by amendment, addition, or repeal in the manner hereinafter provided.

The adoption or change of this ~~Ordinance~~ordinance may be initiated by the submission to the ~~City Council~~city council of the proposed zoning ordinance or change ~~to~~by the ~~City Council~~city council, the ~~Zoning Board of Appeals~~zoning board of appeals, by ~~a person an individual~~ owning land to be affected by the change or adoption, by ten (10) registered voters in the city, by the ~~Planning Board~~planning board, by ~~two (2) members of~~ the regional planning agency, or by other methods provided by the ~~City of Newburyport Home Rule Charter~~charter as it may be amended. The ~~City Council~~city council shall, within fourteen (14) days of receipt of such zoning ordinance or change, submit it to the ~~Planning Board~~planning board for review.

No zoning ordinance or amendment thereto shall be adopted until after the ~~Planning Board and the City Council~~planning board and the city council or a committee of said City Council designated or appointed for the purpose by said council, has jointly held a public hearing thereon at which interested persons shall be given an opportunity to be heard. Said public hearing shall be held within sixty-five (65) days after the proposed zoning ordinance or change is submitted to the planning board by the ~~City Council~~city council. Notice of the time and place of such public hearing, of the subject matter, sufficient for identification, and of the place where texts and maps thereof may be inspected shall be published in a newspaper of general circulation in the city once in each of two (2) successive weeks, the first publication to be not less than fourteen (14) days before the day of the hearing (not counting the day of the hearing) and by posting such notice in a conspicuous place in city hall for a period of not less than fourteen (14) days before the day of said hearing.

Notice of said hearing shall also be sent by mail, postage prepaid, to the ~~Massachusetts Department of Housing and Community Development (DHCD)~~commonwealth executive office of communities and development (EOCD), the Merrimac Valley Planning Commission (MVPC), or to their respective successor agencies, and to the planning boards of all abutting cities and towns.

No vote to adopt any such ~~zoning proposed~~ ordinance or amendment shall be taken until a report with recommendations by the ~~Planning Board~~planning board has

been submitted to the ~~City Council~~city council, or twenty-one (21) days after said hearing have elapsed without submission of such report or recommendations. After such notice, hearing and report, or after twenty-one (21) days shall have lapsed after such hearing without submission of such report, ~~the City Council~~a city council may adopt, reject or amend any such proposed ordinance. If the ~~City Council~~city council fails to vote to adopt any proposed ordinance or amendment within ninety (90) days after such hearing, no action shall be taken thereon until after a subsequent public hearing is held with notice and report as above provided.

Except as otherwise provided under Chapter 40A of the General Laws, no zoning ordinance shall be adopted or changed except by a two-thirds ($\frac{2}{3}$) vote of all the members of the ~~City Council~~city council provided that, if there is filed with the ~~City Clerk~~city clerk prior to final action by the ~~City Council~~city council a written protest against such change, stating the reasons duly signed by owners of twenty (20) percent or more of the area of the land proposed to be included in such change, or of the area of the land proposed to be included in such change, or of the area of the land immediately adjacent extending three hundred (300) feet therefrom, no such change of any such zoning ordinance shall be adopted except by a three-fourths ($\frac{3}{4}$) vote of all members.

No proposed zoning ordinance or amendment which has been unfavorably acted upon by the ~~City Council~~city council shall be considered by the ~~City Council~~city council within two (2) years after the date of such unfavorable action unless the adoption of such proposed ordinance or amendment is recommended in the final report of the ~~Planning Board~~planning board.

The effective date of the adoption or amendment of this ~~Ordinance~~zoning ordinance shall be the date on which such adoption or amendment was voted on by the ~~City Council~~city council, except as otherwise expressly provided in the Ordinance or such amendment thereto; after adoption by the ~~City Council~~city council of the zoning ordinance or amendments, the ~~City Clerk~~city clerk shall send a copy of same to DHCD, or to its successor agency~~the department of community affairs~~.

No claim of invalidity of this ~~Ordinance~~zoning ordinance arising out of any possible defect in the procedure of adoption or amendment shall be made in any legal proceeding and no state, regional, county or municipal officer shall refuse, deny or revoke any permit, approval or certificate because of any such claim of invalidity unless within ninety (90) ~~one hundred and twenty (120)~~ days after adoption of this ordinance or amendment legal action is commenced and notice specifying the court, parties, invalidity claimed, and date of filing is filed, together with a copy of the petition with the ~~City Clerk~~city clerk within seven (7) days after commencement of the actions.

AND FURTHER, THAT Section XXII of the Zoning Ordinance entitled "Federal Street Overlay District (FSOD)" be amended pursuant to Section XII-B (Adoption and Amendment) by

deleting said section in its entirety, and replacing it with the following text, with additions **double-underlined and in bold**.

XXII – RESERVED.

AND FURTHER, THAT Section XXV of the Zoning Ordinance entitled “Towle Complex Redevelopment Overlay District (TCROD)” be amended pursuant to Section XII-B (Adoption and Amendment) by deleting said section in its entirety, and replacing it with the following text, with additions **double-underlined and in bold**.

XXV – RESERVED.

AND FURTHER, THAT subsections 4(b) and 4(c) of Section XXVII-F of the Zoning Ordinance entitled “Procedure and criteria” be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double stricken through and in bold~~, and additions **double-underlined and in bold**:

- b. *Demolition of historic buildings and structures:* The SPGA may approve demolition of an historic building or structure only if it makes written findings based upon substantial evidence in the record that such historic building or structure retains no substantial remaining market value or reasonable use, taking into account the cost of rehabilitation to meet the requirements of the State Building Code as it applies to historic buildings or structures, or of other applicable laws. Costs necessitated by any new construction, alteration, or demolition conducted in violation of this section shall not be included in the calculation of rehabilitation costs. **Notwithstanding the foregoing, the SPGA may approve the moving of an historic building or structure from one (1) portion of a lot to another, or from one (1) lot to another, regardless of where the receiving lot is located.**

Advisory reports: Pursuant to M.G.L. c. 44, § 53G, and to aid the SPGA in its review, the ~~applicant owner~~ shall pay all costs for the SPGA to engage an architect specializing in historic preservation, architectural historian, builder specializing in historic preservation, engineer specializing in historic preservation, or other similar consultant ~~selected~~ **deemed necessary** by the SPGA in its reasonable discretion to investigate and prepare a written report upon the existing condition and feasibility of preservation of the historic building or structure proposed for demolition (Conditions Report). The SPGA shall engage such architect, engineer, or specialist ~~no later than ten (10) calendar days by vote at any time~~ after ~~its having~~ **openinged** the required public hearing on the matter. Said Conditions Report shall include an estimate of the reasonable cost to rehabilitate the relevant building or structure to meet the requirements of the State Building Code as it applies to historic buildings or structures. The Conditions Report required in connection with the proposed demolition of an historic building or structure shall not be waived by any City board, commission, or officer, including, without limitation by variance.

No later than thirty (30) calendar days after the historical commission has received: (a) a complete application; or (b) new materials in the case of a further revised submission, the historical commission shall submit to the SPGA its written report (Historical Report) regarding: (x) the significance of the historic building or structure proposed for demolition; and (y) the relative importance of such historic building or structure to its setting within the DOD.

In addition, pursuant to M.G.L. c. 44, § 53G, the applicant owner shall pay all costs for the SPGA to ~~select in its reasonable discretion and~~ engage a properly licensed real estate appraiser deemed necessary to investigate and prepare a written report upon the existing market value of the relevant historic building or structure (Appraisal Report), for the purposes of comparing this value against the cost estimate contained within the Conditions Report. The SPGA shall engage such appraiser ~~no later than ten (10) calendar days by vote at any time~~ after ~~its having~~ opened the required public hearing on the matter. The Appraisal Report required in connection with the proposed demolition of an historic building or structure shall not be waived by any city board, commission, or officer, including, without limitation by variance.

Before acting on a DOD-SP application to demolish an historic building or structure, the SPGA shall consider any and all advisory reports generated in relation to the subject application, including but not limited to: (a) both the Conditions Report; ~~(b) and~~ any Historical Report(s) submitted by the historical commission; ~~as well as~~ and (c) the Appraisal Report.

- c. *Demolition of historic exterior architectural features:* Historic exterior architectural features shall be retained and repaired whenever reasonably feasible. If the SPGA determines that such features cannot reasonably be retained and repaired, then they shall be replaced in kind, both in design and materials, whenever reasonably feasible.

Advisory reports: Pursuant to M.G.L. c. 44, § 53G, and to aid the SPGA in its review, the applicant owner shall pay all costs for the SPGA to engage an architect specializing in historic preservation, architectural historian, builder specializing in historic preservation, engineer specializing in historic preservation, or other similar consultant ~~selected by the SPGA in its reasonable discretion~~ deemed necessary to investigate and prepare a written report upon the existing conditions and feasibility of preservation of the relevant historic exterior architectural features (Conditions Report). Said Conditions Report shall include an estimate of the reasonable cost of all work required to preserve, rehabilitate, or restore the relevant historic exterior architectural features. The SPGA shall engage such architect, engineer, or specialist ~~no later than ten (10) calendar days by vote at~~ any time after ~~its having~~ opened the required public hearing on the matter, unless the Conditions Report required in connection with the proposed demolition of historic exterior architectural features is waived by unanimous vote of the SPGA.

No later than thirty (30) calendar days after the historical commission has received **(a) a complete application, or (b) new materials in the case of a further revised submission**, the historical commission shall submit to the SPGA a written report regarding application of the relevant criteria of this section to the proposed work (Historical Report).

Before acting on a DOD-SP application, the SPGA shall consider both the Conditions Report, if any, and any Historical Report submitted by the historical commission.

AND FURTHER, THAT subsection (5)(e)(iii) of Section XXVII-F of the Zoning Ordinance entitled “Procedure and criteria” be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double-stricken-through and in bold~~, and additions **double-underlined and in bold**:

Parts of replacement windows, such as exterior sills, molding and/or casing, exterior frames, and exterior sash windows shall match exactly those of the historic windows whenever reasonably feasible. Otherwise, replacement shall match the historic windows in dimensions, configuration, ~~mode of operation~~, and other general characteristics, but materials need not be duplicated exactly. **Proposed replacement windows may include the new modes of operation, provided, however, that such modes shall be approved by the SPGA under a DOD-SP.**

AND FURTHER, THAT subsection 1 of Section XXVIII-D of the Zoning Ordinance entitled “Definitions” be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double-stricken-through and in bold~~, and additions **double-underlined and in bold**:

1. *Demolition, to demolish: The act, whether partial or complete, of: (a) pulling or tearing down, razing, or otherwise destroying; or (b) moving from one (1) portion of a lot to another, or from one (1) lot to another, regardless of where the receiving lot is located. **For the purposes of this Section XXVIII, demolition of exterior walls shall include removal and/or enclosure of the external walls of such structure.***

AND FURTHER, THAT subsection 2 of Section XXVIII-D of the Zoning Ordinance entitled “Definitions” be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double-stricken-through and in bold~~, and additions **double-underlined and in bold**:

2. *Demolition of a building or structure: Demolition of greater than twenty-five ~~(25)~~ percent **(25%)** of all external walls of a building or structure, **with such demolition calculated on a cumulative basis since the initial adoption of this Section XXVIII, and measured** based upon their total **exterior** surface area, regardless of the age or visibility of such walls from a street, way, or public body of water. The mere replacement of siding **(i.e., without removal of external-wall sheathing and/or external-wall framing)** shall not constitute demolition of an external wall **for***

purposes of this Section XXVIII. Similarly, the mere replacement of existing windows and external doors (without alteration of their overall dimensions) shall not be considered demolition for purposes of this Section XXVIII. In accordance with subsection XXVIII-E.1, demolition of a building or structure shall not include the demolition of a single external wall in order to build an addition, presuming such wall does not constitute greater than twenty-five percent (25%) of all external walls of such building or structure. However, for the purposes of calculating the total area of external walls involved in proposed demolition such area shall include any elimination or relocation of any existing window openings (i.e. infilled with wall area) and any wall area which will be hidden from exterior view behind proposed additions. The Zoning Administrator and/or Office of Planning and Development may promulgate regulations, including, without limitation, illustrative diagrams, that further clarify what work constitute demolition under this Section XXVIII.

AND FURTHER, THAT subsection 2 of Section XXVIII-E of the Zoning Ordinance entitled "Procedure and criteria" be amended pursuant to Section XII-B (Adoption and Amendment) to add the following new sentence at the end of the existing provision:

To ensure compliance with this Section XXVIII, the Zoning Administrator, Building Commissioner, and/or Zoning Board of Appeals may require that applicants for permits or approvals within the Demolition Control Overlay District (DCOD) provide a clear, properly scaled drawing and/or diagram accurately depicting proposed demolition work, as defined and further clarified within subsections 1 and 2 of Section XXVIII-D.

AND FURTHER, THAT subsection 3 of Section XXVIII-E of the Zoning Ordinance entitled "Procedure and criteria" be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double-stricken-through-and-in-bold~~, and additions double-underlined and in bold:

Required findings: The SPGA may approve a DCOD-SP application only if it makes written findings based upon substantial evidence in the record that such historic building or structure retains no substantial remaining market value or reasonable use, taking into account the cost of rehabilitation to meet the requirements of the State Building Code as it applies to historic buildings or structures, or of other applicable laws. Costs necessitated by any new construction, alteration or demolition conducted in violation of this section shall not be included in the calculation of rehabilitation costs.

Notwithstanding the foregoing, the SPGA may approve demolition of an historic building or structure from one (1) portion of a lot to another, or from one (1) lot to another, regardless of where the receiving lot is located.

Councillor Jared J. Eigerman

Councillor Heather L. Shand

Councillor Christine E. Wallace

In City Council May 10, 2021:

Motion to refer to Planning & Development and COTW by Councillor Shand, seconded by Councillor Wallace. Roll call vote. 10 yes, 1 no (SZ). Motion passes.

In City Council August 9, 2021:

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.

CITY OF NEWBURYPORT



 IN CITY COUNCIL

ORDERED:

August 30, 2021

THAT: STRIKE EXISTING 12-54(b) in its entirety and replace it with:

Sec. 12-54. Street, way or grounds specifications.

(b) *Sidewalk materials.*

- (1) *Required and permitted materials.* At the time of installation, construction, substantial repair, replacement, or reconstruction of any sidewalk located in the city and open to public travel, whether such sidewalks open to public travel, the surface material shall be as follows:
 - a. *Downtown.* Brick shall be the required surface material for all sidewalks open to public travel located within the Downtown Overlay District, established under section XXVIII of the zoning ordinance.
 - b. *Historic areas outside of downtown.* Brick and concrete shall be the permitted surface material for all sidewalks open to public travel located outside of the Downtown Overlay District but within the Newburyport Historic District, which was listed on the National Register of Historic Places and the State Register of Historic Places on August 2, 1984.
 - c. *All other areas.* Brick, Concrete, and asphalt shall be permitted for all sidewalks open to public travel located outside of the Newburyport Historic District.
- (2) *Existing nonconforming sidewalk surfaces.* Any sidewalk open to public travel whose surface does not comply with this section as of its effective date may remain in such noncompliance until such time as it is patched, substantially repaired, replaced, and reconstructed, at which time it shall be brought into compliance.

For the purposes of this section, "patches" shall mean repairs that involve 25 sq ft. of sidewalk area or less. Generally, patches are intended to address immediate public safety and accessibility issues. Patches shall not be performed together on the same block face so avoid the requirements of a non-substantial repair.

For the purposes of this section, non-substantial repairs shall constitute repairs of a continuous stretch of sidewalk where the linear distance of the repair is no more than thirty-five (35) feet in length, and all other repairs shall be deemed to be "substantial repairs." Non-substantial repairs shall not be performed together on the same block face and so avoid the requirements of a substantial repair.

- (3) *Temporary asphalt surfaces.* Notwithstanding anything in this section to the contrary, the Department of Public Services may, in its discretion, permit the temporary use of asphalt surface material in areas of the City where asphalt would otherwise not be permitted under this section but solely in the following two instances:
 - a. Temporary patches, as defined in subsection (2) above, provided that the material is restored to the materials required or permitted under subsection (1), above, as soon as is practicable, and in no case later than one (1) year from the date such temporary patch is installed; or

- b. Temporary non-substantial repairs, as defined in subsection (2) above, where the surface material being repaired is existing asphalt.
- (4) *Special material allowance for sidewalks with tree roots.* Notwithstanding anything to the contrary in this section, 12-54, the Department of Public Services may utilize asphalt or stone dust as a sidewalk material to go over tree roots anywhere in the City where it is deemed that such material would ensure the continued good health of the tree.

Sharif I. Zeid, Ward 1 City Councillor

Joseph H. Devlin, At Large City Councillor

CITY OF NEWBURYPORT



IN CITY COUNCIL

August 30, 2021

ORDERED:

AN ORDINANCE TO AMEND CERTAIN PROVISIONS OF THE NEWBURYPORT ZONING ORDINANCE, INCLUDING USE TABLE, LIST OF ALLOWABLE USES, DIMENSIONAL TABLE, AND PARKING REQUIREMENTS.

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

WHEREAS, The Newburyport City Council works to encourage outdoor and recreational activities, and

WHEREAS, there are limited areas within the City to provide for the development, creation or expansion of said outdoor activities uses.

THEREFORE, LET IT BE ORDAINED THAT Sections V-D(Table of Use Regulations), V-E(List of Allowable Uses), VI-A(Dimensional Controls) and VII-B(Parking Requirements) be amended and revised, pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~stricken through and bold~~ and additions double underlined and in bold as follows:

Section V-D – Table of Use Regulations

USE	NUM	CON	HSR-A, HSR-B	R-1	R-2	R-3	B-1	B-2	B-3	I-1	I-1B	I-2	M	WMD	WMU
Country club <u>Outdoor Health and Recreational Facility (j)</u>	305	NP	NP	SP	NP <u>SP</u>	NP	NP	NP	NP	SP	SP	SP	NP	NP	NP
<u>Indoor Health and Recreational Facility (j)</u>	406	NP	NP	NP	NP	SP	P	P	P	NP	NP	NP	NP	NP	SP(e)

Add a footnote (j) as follows:

(j) The Planning Board shall act as the designated Special Permit Granting Authority (SPGA) for this use. Indoor Health and Recreational Facility (use #406) and Outdoor Health and Recreational Facility (use #305) may be located on one parcel of land, where such uses are legally existing, allowed as-of-right or by Special Permit.

Section V-E – List of Allowable Uses

<u>Country-club</u> <u>Outdoor Health and Recreational Facility</u>	305	<u>Country-club, Outdoor Recreational and Health Facility, including but not limited to tennis, swimming, riding, golf or other similar outdoor recreation facility. Such facilities may also be enclosed for portions of the year by a temporary enclosure system by approval by the Special Permit Granting Authority (SPGA).</u>
Indoor Health and Recreational Facility	406	Enclosed facilities which include exercise or health clubs and recreational organizations .

Section VI-A – General Regulations (Table of Dimensional Requirements)

Use	Num.	District	Lot Area	Street Frontage	Height	% Lot Cov.	Open Space	Front	Side	Rear
<u>Country-club</u> <u>Outdoor Health and Recreational Facility</u>	305		130,000	200	30	<u>10</u> <u>30</u>	NA	50	50	50
<u>Indoor Health/</u>	406	B-1	20,000	90	35	30	NA	20	20	20

Use	Num.	District	Lot Area	Street Frontage	Height	% Lot Cov.	Open Space	Front	Side	Rear
<u>and Recreational Facility</u>										
	406	B-2	10,000	60	40	100	NA	0	0	0
	406	B-3	20,000	90	40	60	NA	20	20	20
	406	WMU	10,000	60	40	30	NA	20	20	20

Section VII-B – Parking Requirements

USE	NUM	PARKING REQUIREMENT
<u>Country club Outdoor Health and Recreational Facility</u>	305	<u>1 per 2 employees plus 1 per company vehicle</u> <u>1 per 500 square feet of gross floor area (GFA)</u>
<u>Indoor Health/ and Recreational Facility</u>	406	1 per 100 square feet of gross floor area (GFA)

James J. McCauley, Ward 5 City Counillor

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 30, 2021

AN ORDINANCE TO AMEND THE RESIDENTIAL PARKING PERMIT PROGRAM

CHAPTER 13 TRAFFIC AND MOTOR VEHICLES
ARTICLE IV SPECIFIC STREET SCHEDULES
DIVISION 6 STOPPING, STANDING AND PARKING
SEC. 13 – 180 RESIDENT PARKING

THAT the City Council of the City of Newburyport hereby amends existing subsection (c) of section 13-180 the City of Newburyport Code of Ordinances as follows, with deletions ~~double-stricken-through and in bold~~, and additions double-underlined and in bold:

(c) *Issuance of residential parking permits:*

(2) **No residential parking permit shall be issued to a camper including without limitation a truck with a camper bed.**

Councillor Jared J. Eigerman

CITY OF NEWBURYPORT



IN CITY COUNCIL

August 30, 2021

ORDERED:

AN ORDINANCE ON APPROVED FEES AND THE CODIFYING PROCEDURE OF PUBLISHING IN A
 "MUNICIPAL FEE SCHEDULE"

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

The Code of Ordinances, City of Newburyport Massachusetts is amended to make the following insertions and deletions related to the following Chapters, Articles and Divisions addressing municipal fees.

CHAPTER 2 ADMINISTRATION**ARTICLE V DEPARTMENTS****DIVISION 4: FIRE****Sec. 2-364. Duties of fire department ~~Effect of article on rules, orders, ordinances relating to department.~~**

The fire department may in its discretion prescribe fees subject to approval by order of the city council and published in the Municipal Fee Schedule on file with the city clerk.

~~The provisions of this article shall not repeal, affect or change any rule or order in force on January 1, 1989, relating to the fire department, or the officers or members thereof, except as herein specified.~~

CHAPTER 2 ADMINISTRATION**ARTICLE V DEPARTMENTS****DIVISION 5: DEPARTMENT OF PUBLIC SERVICES****Sec. 2-368. Board of water and sewer commissioners.**

The board of water and sewer commissioners may in its discretion prescribe for the users of said water and sewer system or systems such prices, rates, annual rentals or charges based on the benefits derived therefrom as it may deem proper, subject, however, to such rules and regulations to approval by order of the city council and published in the Municipal Fee Schedule on file with the city clerk. ~~, as may be fixed by the vote of the city council, whose affirmative vote shall be required for any change in such prices, rates annual rentals or charges proposed by the board.~~ The board of water and sewer commissioners may grant such abatements from water and sewer rates or charges as may be lawful and necessary.

CHAPTER 3 ANIMALS**ARTICLE II DOGS**

Sec. 3-27. Licensing of dogs and kennels.

(a) All dogs six (6) months old or older must be licensed and tagged. Licensing will be done ~~in~~ by the office of the city clerk. The owner or keeper of any dog in the city shall obtain a license for such dog by April first of each year. The license fees for dogs shall be as ~~follows~~ established annually by order of the city council and published in the Municipal Fee Schedule, on file with the city clerk.

~~(1) Neutered males and spayed females \$10.00~~

~~(2) Unneutered males and unspayed females 15.00~~

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.

Any blind, deaf or mobility-impaired person who is the owner or keeper of a dog trained to guide and assist ~~him/her/them~~ shall ~~may~~ receive a license for such dog from the office of the city clerk, for which and no fee shall be charged. Also, dogs between six (6) months and one (1) year of age, placed for training as guide dogs, ~~shall~~ may also receive a license from the office of the city clerk at no fee, provided that satisfactory evidence is presented ~~that~~ by its owner or keeper that such the dog was placed by an organization which supplies such guide dogs.

(b) Kennel license fees shall be ~~as follows~~ established annually by order of the city council and published in the Municipal Fee Schedule, on file with the city clerk.

~~(1) Four (4) dogs \$ 30.00~~

~~(2) Five (5) to ten (10) dogs 50.00~~

~~(3) Ten (10) or more dogs 100.00~~

CHAPTER 4 - BOATS, DOCKS AND WATERWAYS,

ARTICLE II HARBOR

DIVISION: USE REGULATIONS

Sec. 4-73. Fees.

(a) *Establishment.* The harbor commission shall establish fees and may amend them, from time to time, for all the facilities governed by this division. The commission shall establish fees subject to the approval annually by order of the city council. The fees ~~schedule~~ shall be published in the Municipal Fee Schedule, on file with the city clerk, and available to the public upon request.

(c) *Fees and permits for commercial fish pier.*

(2) Pier usage permits shall be renewed on May 1 and shall be valid for the period of one (1) year (May 1 to April 30). Applications shall be made available at city hall in the office of planning and development. All fishing vessels, businesses, corporations and individuals operating on the "fish pier" must have a minimum of one hundred thousand dollars (\$100,000.00) ~~liability~~ liability insurance and property damage as a condition of issuance of a pier use permit. Fish dealers and fuel dealers shall be required to carry additional insurance or post a bond if deemed necessary by the harbor commission. Said insurance, must name the city as an insured party. Vessels holding a pier usage permit are allowed to load and unload their trucks on the pier and unload up to twenty thousand (20,000) pounds of fish per day. A fee per pound in excess of ~~A fee of five cents (\$0.05) per pound for each pound in excess of~~ twenty thousand (20,000) pounds shall be assessed by the harbor master subject to the approval annually by order of the city council.

Sec. 4-207. Fees.

Licenses are subject to resident, non-resident and rack fees approved annually by order of the city council and published in the Municipal Fee Schedule, on file with the city clerk.

~~(a) Residents (Residents License) \$100.00~~

~~(b) Non Residents (Non Residents License) \$200.00~~

~~(c) Rack Fee \$2.00 per rack~~

~~(Ord. of 11-25-13(1))~~

CHAPTER 5 BUILDINGS AND BUILDING REGULATIONS

ARTICLE III BUILDING CONSTRUCTION STANDARDS

Sec. 5-62. Fees.

The ~~following~~ fees for building permits for buildings or structures pursuant to the state building code adopted in section 5-61 shall be pursuant to the schedule set forth in annually by order of the city council and published in the Municipal Fee Schedule on file with the city clerk~~this section~~, and shall be payable to the office of the city treasurer/collector by the owner before such a permit is issued. All religious societies, churches, hospitals, charitable institutions and persons building fall-out shelters for protection in the event of enemy attacks, shall be exempted from payment of all fees under this section.

~~(1) First one thousand dollars (\$1,000) of cost estimate: \$ 50.00~~

~~(2) Each additional one thousand dollars (\$1,000.00) of cost estimate or part thereof: 10.00~~

Sec. 5-111. Permit fee cost for plumbing.

The fees for plumbing permits shall be pursuant to the schedule approved annually by order of the city council and published in the Municipal Fee Schedule, on file with the city clerk.

Plumbing Permit Fee

Residential	Fee
Permit fee:	\$20.00
Inspection fee:	\$30.00
Charge for each fixture:	\$5.00
Replacement hot water heater:	\$30.00
Commercial	Fee
Permit fee:	\$30.00
Inspection fee:	\$30.00
Charge for each fixture:	\$10.00
Replacement hot water heater:	\$40.00

Sec. 5-112. Permit fee cost for gas.

The fees for gas permits shall be pursuant to the schedule approved annually by order of the city council and published in the Municipal Fee Schedule, on file with the city clerk.

Gas Permit Fee

Residential	Fee
Permit fee:	\$20.00
Inspection fee:	\$30.00
Appliance fee:	\$5.00
Replacement hot water heater:	\$30.00
Commercial	Fee
Permit fee:	\$30.00

Inspection fee:	\$30.00
Appliance fee:	\$10.00
Replacement hot water heater:	\$40.00

Sec. 5-113. Permit fee cost for sheet metal.

The fees for sheet metal permits pursuant to the schedule approved annually by order of the city council and published in the Municipal Fee Schedule, on file with the city clerk.

Residential	Fee
Permit fee:	\$75.00
Inspection fee:	\$30.00
Re-inspection fee:	\$35.00
If work started before a permit:	\$150.00
Commercial	Fee
Permit fee:	\$150.00
Inspection fee:	\$30.00
Re-inspection fee:	\$35.00
Charge for each fixture:	\$10.00
If work started before a permit:	\$300.00

Sec. 5-151. Fee schedule.

The fees for electrical permits pursuant to the schedule approved annually by order of the city council and published in the Municipal Fee Schedule, on file with the city clerk.

Electrical Permit Fee Schedule

Residential	
New Construction (includes service)	Fee is based on the projected building cost as shown on the building permit. First \$50,000 \$150.00 Each additional \$1,000.00 or fraction thereof \$1.00
Additions/renovations (service not included)	\$50.00 for the permit plus \$2 for each plug, switch, light, appliance, special equipment, etc. = fee
Services — New, changed, or altered	Overhead (includes 1st panel or main circuit breaker enclosure) \$45.00 Underground (includes 1st panel or main circuit breaker enclosure) \$85.00 Each additional panel \$20.00
Garages	Attached \$60.00 Detached \$100.00
Commercial/Industrial	
New construction	Fee is based on the projected building cost as shown on the building permit.

	First \$100,000 \$300.00 Each additional \$1,000.00 or fraction thereof \$1.00
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
Services — New, changed, or altered	Each 200 amps or fraction thereof \$50.00 (includes 1st panel or main circuit breaker enclosure) Each additional panel \$20.00
Miscellaneous	Burglar/fire alarm systems residential \$45.00 Burglar/fire alarm systems commercial \$85.00 Central heat or A/C residential \$45.00 Central heat or A/C commercial \$85.00 Swimming pool above ground \$55.00 Swimming pool inground \$85.00 Hot water heater replace residential \$30.00 Hot water heater replace commercial \$40.00 Utility lighting retrofit \$65.00 Tel/data systems \$85.00 Remove and reinstall for siding \$55.00 Gas piping grounding \$30.00

Sec. 5-153. Permit and inspection fees.

Fees for the issuance of permits and performance of inspections by the city electrical inspector shall be established annually by order of the city council and published in the Municipal Fee Schedule, on file with the city clerk, ~~from time to time, by the city council.~~

**CHAPTER 7 FIRE PREVENTION AND PROTECTION
ARTICLE I IN GENERAL**

Sec. 7-4. Annual master box connection fee.

Each fire alarm user shall, on or before July 1 of each year, remit to the city treasurer/collector a connection fee ~~of three hundred dollars (\$300.00)~~ for each master box connection to the municipal fire alarm system as established annually by order of the city council and published in the Municipal Fee Schedule, on file with the city clerk.

Sec. 7-28. Fees.

~~(a) The fees previously charged for such keeping, or storage of flammables or explosives are hereby repealed and replaced by the fees listed in subsection (b) of this section.~~

~~(b)~~ The fee for keeping or storage of flammables or explosives, as regulated by M.G.L. ~~A~~ ch. 148, § 13 shall be as follows established annually by order of the city council and published in the Municipal Fee Schedule, on file with the city clerk.

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Class A, B and C Liquids

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

CHAPTER 9 LICENSES, PERMITS AND BUSINESS REGULATIONS
ARTICLE I IN GENERAL

Sec. 9-1. Lodging house licenses.

- (a) The license commission may grant licenses for lodging houses under M.G.L. ~~A~~ c. 140, § 23. Such licenses shall be for the period provided in M.G.L. ~~A~~ c. 140, § 4. A fee of ~~two dollars (\$2.00)~~ for such license is hereby established annually by order of the city council and published in the Municipal Fee Schedule, on file with the city clerk.
- (b) The license commission may grant a general license to an owner of a bed and breakfast establishment. A bed and breakfast establishment shall be defined as an owner-occupied building containing no more than ten (10) guest rooms, not including living quarters for owner occupants and having a common entrance or entrances. Common cooking facilities may be included providing that service is limited to those who are owners of the building and those rooming in the building. Said general license shall be renewed annually for a fee of ~~twenty dollars (\$20.00)~~ as established annually by order of the city council and published in the Municipal Fee Schedule, on file with the city clerk.

Sec. 9-42. License fee.

The fee for each license granted under this article shall be established annually by order of the city council and published in the Municipal Fee Schedule, on file with the city clerk. The license fee ~~shall be five dollars (\$5.00)~~ payable to the city clerk for the use of the city at such time as the license is granted.

Sec. 9-82. License fee.

The fee for any license to be issued under this article shall be established annually by order of the city council and published in the Municipal Fee Schedule on file with the city clerk. A reduced amount will be established for any license, or renewal thereof, shall be fifty dollars (\$50.00), but if a license is issued on or after November first in any year, the fee shall be twenty-five dollars (\$25.00).

Sec. 9-162. Same—Fee; issuance.

Any license issued by the ~~licensing board e-commission~~ under section 9-157 shall be issued by and signed by the city clerk as clerk of the ~~licensing board e-commission~~ upon payment of a license fee as established annually by order of the city council and published in the Municipal Fee Schedule on file with the city clerk. ~~of forty-six dollars (\$46.00).~~ Every hawker and peddler so licensed shall be assigned a number by the ~~licensing board e-commission~~, which shall keep a record of all licenses issued.

Sec. 9-170. Limitations.

- (e) The solicitor's identification card application fee shall ~~be~~ be established annually by order of the city council and published in the Municipal Fee Schedule on file with the city clerk. The identification card ~~is~~ is ~~fifty dollars (\$50.00) per person and~~ is not transferable. Should an applicant fail to meet the provisions of application, the fee is nonrefundable.

Sec. 9-177. License procedure.

The owner of any such retail store shall apply to the city council for a license to remain open between the hours of 11:00 p.m. and 5:00 a.m. Said application shall be available from the office of the city clerk. The city clerk shall then forward said application to the city council's committee on licenses and permits. The committee, after due deliberation, shall, make a recommendation to the city council. The city council shall have the authority to place any restrictions it deems applicable on said license. The city council shall make the final determination as to the granting of such a license. Application for renewal shall be received by the city clerk by March 1 of each year. The council in granting a license shall determine that the proposed use is in harmony with the purpose and intent of this article. The

fees for a license under this section shall be established annually by order of the city council and published in the Municipal Fee Schedule on file with the city clerk. The license fee, shall be fifteen dollars (\$15.00) payable to the City of Newburyport upon approval of an application.

**CHAPTER 11 PARKS AND RECREATION
ARTICLE I IN GENERAL**

Sec. 11-7. Fees.

- (b) *Fees and charges.* ~~In consultation with the parks commission, the city council establishes the following. The fees and charges for reserved use of parks and playgrounds shall be approved by order of the city council and published in the Municipal Fee Schedule on file with the city clerk. Parks and playgrounds not listed below are typically unavailable for reserved use:~~

	Group/Hourly Rate							
Athletic Fields and Courts	A	B[±]	C	D	E	F^{±±}	G^{±±}	H^{±±}
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
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
Small Parks	A	B	C	D	E	F[±]	G[±]	H[±]
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 (Nook Schoolyard)	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Mid to Large Parks	A	B	C	D	E	F[±]	G[±]	H[±]
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 athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
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

- a. Pursuant to the section 11-4(d), the parks commission shall include in its annual report to the city council a list of all permitted activities, with relevant details such as the computed fee, discounts, and waivers, final charged fee, date of the event, and group for each.
- b. Subletting any permit to groups not named on the application is prohibited.
- c. All fees paid are non-refundable unless the scheduled event is cancelled within thirty (30) days of the event.
- d. For Groups B, C, and D (recurring field use), ~~the a fee will be assessed 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 ~~a one time fee of one hundred dollars (\$100.00).~~
- e. A booth or tent shall be no more than one-hundred and twenty (120) square feet in area.

- f. While longer-term special events are generally discouraged, events lasting longer than two (2) weeks may request a fee reduction from the parks commission. The parks commission is under no obligation to offer any reduction and any reduction shall be offered at the sole discretion of the parks commission.

**CHAPTER 12 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES
ARTICLE I IN GENERAL**

Sec. 12-1.3. Signs in public ways.

(d) *Regulations for temporary signs.*

(2) *Banners.*

- c. The applicant shall pay a deposit fee to the city clerk ~~of twenty-five dollars (\$25.00)~~ for each banner as approved annually by order of the city council and published in the Municipal Fee Schedule on file with the city clerk. ~~Such, except that such~~ fee shall be waived for an application filed for a city sponsored event.

(3) *Moveable signs.*

- b. A movable sign permit shall require payment of an annual fee to the city as approved annually by order of the city council and published in the Municipal Fee Schedule. ~~of fifty dollars (\$50).~~ Each such permit shall commence on the first day of April and expire on March 31. The permit fee for new businesses opening during the annual period shall be prorated ~~at a rate of \$5.00 a month.~~

Sec. 12-1.5. Signage, merchandising and beautification on public ways.

- (f) To place an A-frame sign in a public way, the applicant shall first obtain a license, by submitting a written application to the city clerk as directed by that official, and pay a biennial licensing fee ~~of one hundred dollars (\$100.00)~~ per A-frame sign. Such fees are annually approved by order of the city council and published in the Municipal Fee Schedule on file with the city clerk.

Table 12-1.5

Proposed Object in Public Way	City Council Approval?	Permit from City Clerk?	Permit Fee	Max. Permit Duration	Max. Quantity of Object	Max. Dimensions	Permitted Locations
A-frame signs*	Not required	Required	\$100.00 <u>see Municipal Fee Schedule</u>	2 years	1 per public entrance to commercial buildings	2' W x 2' D x 4' H, and less than four (4) square feet total	Sidewalk directly adjacent to related building
Merchandise displays* (tables, clothing racks, or actual merchandise only)	Not required	Not required	N/A	N/A	1 per primary public entrance to commercial buildings	8' W x 4' D x 5' H. May be placed in segments, but aggregate width permitted for each primary public entrance cannot [exceed] eight (8) feet	Sidewalk directly adjacent to related primary public entrance, parallel to exterior wall, starting within four (4) feet of primary public entrance

Beautification items (e.g. planters)	Not required	Not required	N/A	N/A	N/A	N/A	Sidewalk directly adjacent to a lawfully occupied commercial building
* Exceptions may be granted by city council on location, size, or moveability by written request of applicant.							

CHAPTER 12 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES
ARTICLE IV EXCAVATIONS

Sec. 12-70. Drain layers/utility contractors license.

- (a) The city council may license suitable and competent persons to be drain layers/utility contractors.
- (b) The fee for each drain layers/utility contractors license shall be set annually by order the city council and published in the Municipal Fee Schedule on file with the city clerk. ~~in the amount of five hundred dollars (\$500.00) per year.~~
- (c) Drain layers/utility contractors license shall be valid January 1st to December 31st for each year.

Sec. 12-71. Permission required; repair; traffic flow.

~~Sec. 12-71A(a).~~ Application and fee for permit.

All persons desiring to open a permanently constructed street, sidewalk or public way for any purpose whatsoever shall make applications in writing to the director of public ~~works services~~ for a street opening permit. The applicant shall ~~pay remit payment to the director of public works one hundred dollars (\$100.00)~~ for each street opening permit required established by order of the city council and published in the Municipal Fee Schedule on file with the city clerk. ~~of the applicant.~~

~~Sec. 12-71B(b).~~ Performance bond.

Each applicant for a permit under section 12-71 and section 12-71A shall upon receiving a permit, further post with the director of public works a five thousand dollar (\$5,000.00) performance bond payable to the City of Newburyport in order to protect the city in event that after the opening work has been completed, in the final written judgment of the director of public works, the area is not properly restored by the applicant to at least comparable if not better than its condition prior to the opening. No permit is valid nor work may commence until applicant has posted the performance bond.

CHAPTER 12 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES
ARTICLE V PUBLIC PLACES
DIVISION 2: CEMETERIES

Sec. 12-101. Cemetery fees established.

The schedule of fees set forth in this section shall be established annually by order of the city council and published in the Municipal Fee Schedule on file with the city clerk. ~~Fees are hereby established for services performed by the city in the Highland and Old Hill Cemeteries of the city.~~

- ~~(1) Digging of graves and rental of lowering devices and greens \$200.00~~
- ~~(2) Purchase of single grave 150.00~~

CHAPTER 13 TRAFFIC AND MOTOR VEHICLES
ARTICLE IV SPECIFIC STREET SCHEDULES
DIVISION 6: STOPPING, STANDING AND PARKING

Sec. 13-180.1. Paid parking permits.

(f) *Cost, dates of issuance and prorations.*

- (1) The annual cost of said permits shall be established annually by order of the city council and published in the Municipal Fee Schedule on file with the city clerk

Sec. 13-181. Parking lots.

(h) Hourly rates for parking lots shall be established annually by order of the city council and published in the Municipal Fee Schedule on file with the city clerk.

Sec. 13-183a. Plum Island parking.

Parking rates for the Plum Island Parking lot shall be established annually by order of the city council and published in the Municipal Fee Schedule on file with the city clerk. Any person who shall park a vehicle unlawfully on Plum Island shall be subject to a parking fine as noted in chapter 1, section 1-18. Handicap parking violations are specifically excluded from this section.

**CHAPTER 15 VEHICLES FOR HIRE
ARTICLE II TAXI CABS**

Sec. 15-32. Fees and terms for permits/licenses.

All permits and licenses granted under this chapter shall continue and remain in full force and effect for a period from the first day of October each year until midnight on the September 31 of the year in which said permit or license was granted. The fees for such permits are established annually by order of the city council and published in the Municipal Fee Schedule on file with the city clerk.

- ~~(1) The fee for a permit shall be fifty dollars (\$50.00) each year or any part of a year for each taxicab payable in advance of the application for a permit.~~
- ~~(2) The fee for a license shall be twenty five dollars (\$25.00) per year or any part of a year.~~
- ~~(3) The fee for restoration of any permit that has been suspended or revoked shall be fifty dollars (\$50.00).~~

Councillor Afroz K. Khan, At Large

COMMITTEE ITEMS

Committee Items- August 30, 2021

Budget & Finance

Budget & Finance

In Committee:

ORDR252_05_24_2021 Phillips Drive Loan Order (Revised in Committee Aug. 12, 2021)

COMM332_06_28_2021 Phillips Drive Neighborhood Committee Letter

ORDR268_08_09_2021 Accepting Safe Boat Grant

TRAN109_08_09_2021

Gen. Budget Cont. \$127,880 to POLSal.Ofcr \$87,030.,POL Offcr. OT \$8,500.,POL ofvt Pd.
Holidays \$8,000., POL Ofcr. Clothg \$15,000 Pol Accreditation Allowance \$5,600., Pol. Officer Night Differential \$3,750.00

CITY OF NEWBURYPORT

ORDR252_05_24_2021

[Revised in Budget & Finance Committee August 12, 2021]



IN CITY COUNCIL

ORDERED:

May 24, 2021

THAT, ~~\$3,850,000~~ \$4,389,000 is appropriated to pay costs of the Phillips Drive Neighborhood Roadway and Drainage Improvements Project including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote. 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 Byron J. Lane

Councillor Charles F. Tontar



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

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: May 18, 2021
Subject: Phillips Drive Borrowing Request

I am pleased to submit a borrowing request for the Phillips Drive Neighborhood Roadway and Drainage Improvements Project. Over the past eleven months, the City has been working with the engineering firm, BSC Group, to develop plans to address decades of drainage issues that have long-plagued this neighborhood.

On April 14, 2021, BSC presented their 75% design plans and provided an updated cost estimate for the work to be completed. The full set of plans, cost estimate and other information on the project can be found on the City's website at: <https://www.cityofnewburyport.com/department-of-public-services/engineering-division/pages/phillips-drive-neighborhood-drainage>. As a follow-up to the public presentation, a neighborhood site visit was conducted with residents, BSC and City officials on May 14, 2021.

At 75% design, the construction cost estimate is \$3,850,000, which includes a 20% contingency. It is my anticipation that the funding amount as shown on the loan order will likely require further amendment as we approach final design in the next month or two.

As indicated in the FY22-26 Capital Improvement Program, the debt service for the roadway and drainage improvements, approximately 65% of the project cost, will be come from the General Fund (non-exempt), while the debt service for the waterline replacements, approximately 35% of the project cost, will be funded by the Water Enterprise Fund.

I thank you for your consideration of the critically important and long overdue project.

Phillips Drive Neighborhood Committee

C/O 21 Phillips Dr., Newburyport MA 01950

June 2021

City Council of Newburyport
60 Pleasant Street
Newburyport MA 01950

Dear Members of the Newburyport City Council:

The residents of the greater Phillips Drive Neighborhood (Phillips Dr., Ryan Rd., Drew St., Sullivan St.), hereby respectfully request your full approval of the \$2.3 million bond, in addition to the \$1.5 million from the DPS budget, in support of total funding for the Phillips Drive Neighborhood infrastructure and roadway paving project.

History of Neglect

For the past 10 years, Phillips Drive Neighborhood residents have paid over \$5.5 million in city taxes. Of note, this neighborhood has received little to no capital improvements since its establishment over 55 years ago.

Beginning in 1999, after the development of the Cherry Hill neighborhood, homeowners of the Phillips Drive neighborhood began re-issuing complaints to the City about flooding, property damage, and other environmental and public safety hazards due to improper water drainage and deteriorating roadways and water mains. These issues were never adequately addressed or rectified.

In mid-April 2017, neighborhood residents received an invitation to attend a community discussion about a potential new Habitat for Humanity construction on Hloyts Lane. A number of residents in attendance expressed grave concerns that any construction would worsen the neighborhood's already severe water drainage issues and concomitant environmental and public safety hazards.

Financial Impact

The Phillips Drive Neighborhood Committee has been meeting since April 2017 with Mayor Holaday, City Councilors, local and state representatives, and others to fully address these hazardous issues that have resulted in more than \$750,000 in **homeowner** remediation expenses. For example:

- Multiple homeowners have spent upwards of 20% or more of their homes' value into mitigation which has had no positive effect on property value.
- Some homes have experienced foundation shifts and cracking due to improper or failed drainage which they must repair at their own expense.
- Multiple homes have installed more than one sump pump and multiple generators to ensure their basements are pumping water 24/7/365. Without those back-up generators, basements would be fully flooded.
- Multiple homes have had to replace or repair basement flooring, walls, and water damaged furniture and other personal effects due to floods and water main breaks and service line collapses.

Impact on Quality of Life

According to the Artichoke Watershed data, there is direct causality between the Artichoke Watershed discharge and sheet flow on Phillips Drive. The hypothesis that cleanouts fixed the problem are **not** supported by precipitation data. Instead, data supports the conclusion that we should be preparing for another event, **not** waiting.

Examples of storm water flowing through private property and across Phillip's drive are:

- April 2, 2004: Flood
- May 2006: Mother's Day Flood
- March 15, 2010: Flood, rainfall totals equivalent the 2006 Mother's Day storm
- November 27, 2018: Water Main Break on Sullivan Dr.
- Spring Thaw, 2019: Neighbors town water lines break
- July 2019: service line failure on Phillips
- October 2019: Opposing Neighbors line breaks, 2nd line failure within months of each other.

Further:

- Homeowners have experienced car crashes due to extreme ice build-up on Phillips Dr.
- There have been several incidents of physical harm to residents and their guests, including broken bones, while traveling on street surface ice build-up.
- Due to deteriorating roads and severe ice conditions, post office vehicles, city maintenance vehicles, and city fire trucks have been unable to navigate sections of Phillips Drive, putting everyone involved at risk.

While the City's conclusion that our roadway drainage systems are typically designed to handle the 10-year or 25-year storm events, engineering studies have proven that our infrastructure is **not** able to handle increased risks of safety and infrastructure damage with the expected rise of water volumes.

April 29, 2007: Multit-hazard mitigation plan approved.

- 27 storms with flooding conditions reported to the city from Phillip's Drive.
- Ryan Drive sub drain expansion mitigation proposal put forward for grant.
- City wins grant but spends **none** of the money on Phillip's drive, even though our narrative was used to secure the money for the city.

Only after decades of complaints did the City make a few repairs, notably:

- 2018: Phillips drive roadway pipe installation to cease 24/7/365 water seepage on roadway
- 2019: 25 Phillips Drive drainage repair (owner pays half the cost)

The plan developed by BSC, with additional input from the City's engineer, addresses all major issues including full replacement of water mains. Any design that does not include full water main replacements will result in a failed plan that will waste millions of dollars.

The citizens of the Phillips Drive Neighborhood have donated countless hours to research, document, and present data supporting the recommendations presented by both City Engineering and BSC. Your vote to approve the \$2.3 million bond, in addition to the \$1.5 million from the DPS budget, will not only provide a safe living environment for our residents but also correct past malfeasance on the part of this city's government. The signatures on the following page attest to our support for the BSC plan.

Respectfully, Members of the Phillips Drive Neighborhood Committee:

David Brittan Kathleen Brittan
 David and Kathleen Brittan, 21 Phillips Dr.

Philip Cootey Nobuko Matsuo
 Philip Cootey and Nobuko Matsuo, 22 Phillips Dr.

Richard Goulet Anita Goulet
 Richard and Anita Goulet, 25 Phillips Dr.

Cindy Palladino
 John and Cindy Palladino, 23 Phillips Dr.

Melissa Welch Michael Aery
 Melissa Welch and Michael Aery, 6 Drew Street

The following citizens of the Phillips Drive Neighborhood hereby endorse this request:

Print Name	Address	Signature
DAVID SIKKIS	61 PHILLIPS DRIVE	<i>David Sikkis</i>
LINDA LUC BURENCA	15 HAYES LANE	<i>Linda Luc Burenca</i>
JOHN BURENCA	15 HAYES LANE	<i>John Burenca</i>
RICHARD D. HENDERSON	14 SULLIVAN DRIVE	<i>Richard D. Henderson</i>
PAUL ELLIOTT	47 PHILLIPS DR	<i>Paul Elliott</i>
DAVID ELLIOTT	47 PHILLIPS DR	<i>David Elliott</i>
PAUL ELLIOTT	47 PHILLIPS DR	<i>Paul Elliott</i>
JIM HEALEY	18 DREW ST	<i>Jim Healey</i>
UMBERTO A. JORGE	14 PHILLIPS DR.	<i>Umberto A. Jorge</i>
MARIA JORGE	14 PHILLIPS DR	<i>Maria Jorge</i>

Print Name	Address	Signature
Leanne Platt Leanne Platt	11 Sullivan Drive	Leanne Platt
ANITA Papp	19 PHILLIPS DR	Anita Papp
Dan Longille	19 Phillips Dr.	Dan Longille
Elizabeth Wilgorn	17 Phillips Dr	E. Wilgorn
MICHAEL DURANTI	15 Phillips Dr	Michael Duranti
Michelle Volway Denner	15 Phillips Dr.	Michelle Volway Denner
Sean R. Denner	15 Phillips Dr.	Sean R. Denner
Gillian Booth	9 Phillips Dr.	Gillian Booth
Ron Booth	9 Phillips Dr.	Ron Booth
James Hayden	5 Sullivan Dr.	James Hayden
Fletcher Hayden	5 Sullivan Drive	Fletcher Hayden
Mark Crowley	4 Sullivan Dr.	Mark P Crowley
P.ayne Vladonis	172 Stray Ave	P.ayne Vladonis
Callie Rotku	172 Stray Ave	Callie Rotku
Samuel Spinney	59 Phillips Dr.	Samuel Spinney
Neal Spinney	59 Phillips Dr.	Neal Spinney
Kim Spinney	59 Phillips Dr.	Kim Spinney

Print Name	Address	Signature
Owen Cootey	22 Phillips Drive	<i>Owen Cootey</i>
Pamela Shipp	8 Sullivan Drive	<i>Pamela Shipp</i>
Joyce Rucinski	65 Phillips Dr	<i>Joyce Rucinski</i>
KATHLEEN PEPE	16 DREW ST.	<i>Kathleen Pepe</i>
Nancy Modini	27 Phillips Dr	<i>Nancy Modini</i>
Sherrie L. Worthen	24 Phillips Dr.	<i>Sherrie L. Worthen</i>
Nick Fouchon	40 Phillips	<i>Nick Fouchon</i>
Steve Dowsett	7 Ryan Rd	<i>Steve Dowsett</i>
<i>Patricia Gabard</i>	9 Ryan Rd.	<i>Patricia Gabard</i>
Karen Therrie	4 Ryan Rd	<i>Karen Therrie</i>

Print Name	Address	Signature
Tracy Marino	20 Hoyts Lane Newburyport	Tracy Marino
Sarah Marino Babcock	u	Sarah Marino Babcock
Roberta Cammett	24 Hoyts Lane	Roberta Cammett
Ronald Cammett	24 Hoyts Lane	Ronald Cammett
Mike DiGiovanni	26 Hoyts Lane	Mike DiGiovanni
Shirley Dixon	200 Storey	Shirley Dixon
Sueki Zientka	22 Dnew Street	Sueki Zientka

Print Name	Address	Signature
M Knight	3 Drew St	M Knight
Kelly Knight	3 Drew St	Kelly Knight
Deborah Knight	5 Phillips Dr	Deborah Knight
Diana McCallister	12 Sullivan Dr	Diana McCallister
Deborah Allen	24 Phillips Dr	Deborah Allen
John Healey	12 Drew St	John Healey

Print Name	Address	Signature
TERRY JOHNSON	20 Phillips Dr	Terry Johnson
NORMA S. SPEARS	45 Phillips Dr	Norma Spears
	55 Phillips Dr	
Robert Cathy Sallat	6 Ryan Road	Cathy Sallat
Rob Sallat	6 Ryan Road	Rob Sallat
Barbara Daukhane	22 Drew St.	Barbara Daukhane
HOWARD SALT	7 Phillips Dr.	Howard Salt
Richard Knight	5 Phillips Dr	Richard Knight
Pat Stevens	2 Phillips	Pat Stevens
Liana Salt	7 Phillips Dr	Liana Salt

Print Name	Address	Signature
Nancy NOSEWORTHY	3 RYAN RD.	Nancy Noseworthy
Richard NOSEWORTHY	" " "	Richard Noseworthy
Barbara Purusho	15 Drew St	Barbara Purusho
Blaine Dawson	10 DREW ST	Blaine Dawson
JOHN WEBBER	4 DREW ST	John Webber
Mary O Connell	9 Drew St	Mary O Connell

CITY OF NEWBURYPORT



IN CITY COUNCIL

August 9, 2021

ORDERED:

WHEREAS, the Federal Emergency Management Agency (FEMA), an agency of the U.S. Department of Homeland Security, administers the Port Security Grant Program (PSGP) as part of their annual funding for preparedness programs throughout the United States; and

WHEREAS, the PSGP provides funding for transportation infrastructure security activities to implement Area Maritime Transportation Security Plans and facility security plans among port authorities, facility operators, and state and local government agencies required to provide port security services; and

WHEREAS, the intent of the FY2021 PSGP is to competitively award grant funding to assist ports in obtaining the resources required to support the development and sustainment of core capabilities identified in the National Preparedness Goal of a secure and resilient nation; and

WHEREAS, the Harbormaster's Department was awarded a PSGP grant in the amount of \$190,859, to supplement \$82,365 in insurance settlement proceeds that were received in 2020 from a capsized vessel that was deemed a total loss by the insurer; and

WHEREAS, the Harbormaster's Department applied for this grant opportunity in order to replace the totaled vessel with one that is designed and built to be highly reliable and extremely durable, which are widely used by the military, law enforcement and other public safety agencies;

NOW, THEREFORE, the CITY COUNCIL of the CITY OF NEWBURYPORT hereby accepts a grant from the FEMA-PSGP in the amount of \$190,859 to be used to purchase and equip a twenty five foot, center console SAFE Boat to be utilized by the Harbormaster's Department. These funds are accepted in accordance with M.G.L. Chapter 44, Section 53A.

Councillor Sharif I. Zeid




FEMA

Excerpt from GPD Information Bulletin No. 464. Full award announcement available at:
https://www.fema.gov/sites/default/files/documents/fema_ib-464-fy-2021-award-announcement_71321.pdf

**Grant Programs Directorate
Information Bulletin No. 464
July 16, 2021**

MEMORANDUM FOR: All State Administrative Agency Heads
All State Administrative Agency Points of Contact
All Urban Area Security Initiative Points of Contact
All State Homeland Security Directors
All State Emergency Management Agency Directors
All Eligible Regional Transit Agencies
All Private Sector Transportation Security Partners
All Public and Private Sector Port Security Partners
All Tribal Nation Points of Contact

FROM: Christopher P. Logan 
Acting Assistant Administrator
Grant Programs Directorate

SUBJECT: Fiscal Year 2021 Preparedness Grant Programs
Final Allocation Announcement

The Federal Emergency Management Agency (FEMA), a component of the Department of Homeland Security (DHS), is announcing the final awards and allocations under the Fiscal Year (FY) 2021 preparedness grant programs. These are:

- Homeland Security Grant Program (HSGP)
 - State Homeland Security Program¹
 - Urban Area Security Initiative¹
 - Operation Stonegarden
- Emergency Management Performance Grant (EMPG) Program, including American Rescue Plan Act funding¹
- Tribal Homeland Security Grant Program (THSGP)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- Transit Security Grant Program (TSGP)
- Intercity Passenger Rail (IPR) Program – Amtrak¹
- Intercity Bus Security Grant Program (IBSGP)

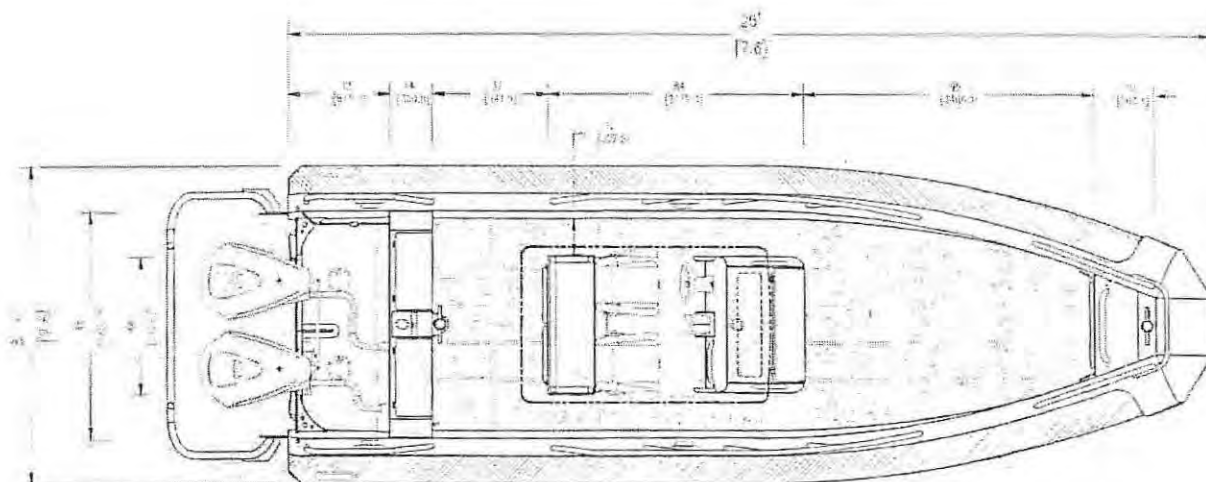
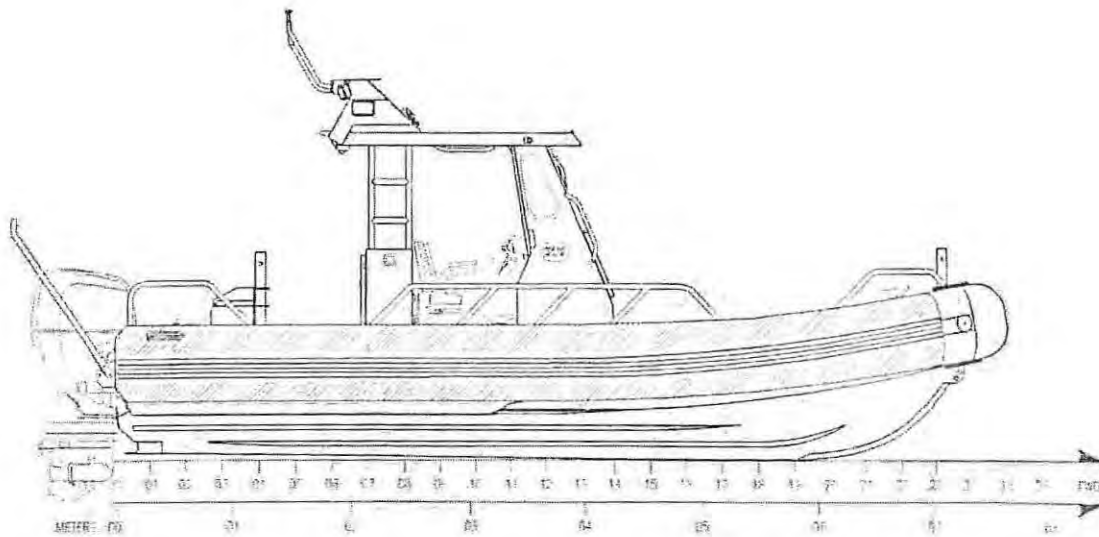
¹ Final allocations for these programs were announced on February 25, 2021 and April 15, 2021 as part of the Notices of Funding Opportunity release.

State	Port Area	Entity Name	FY 2021 PSGP Allocation
IL	Southern Tip Lake Michigan	Village of Westmont	\$451,557
IL	St. Louis	Illinois State Police	\$115,781
IN	Evansville	Evansville Police Department	\$55,658
IN	Southern Tip Lake Michigan	Indiana Department of Natural Resources Law Enforcement Division	\$120,000
KY	Louisville	Clark County Sheriff's Office	\$17,162
KY	Louisville	Indiana Department of Natural Resources	\$24,850
KY	Louisville	Jeffersonville Fire Department	\$34,612
KY	Louisville	Louisville Fire Department	\$60,000
KY	Louisville	Louisville Metro Police Department	\$629,287
KY	Louisville	Trimble County Water Safety	\$22,300
LA	Lake Charles	Calcasieu Parish Sheriff's Office	\$740,860
LA	New Orleans	Ascension Parish Sheriff's Office	\$48,900
LA	New Orleans	Board of Commissioners Port of New Orleans	\$514,987
LA	New Orleans	Chalmette Refinery	\$37,025
LA	New Orleans	Enterprise Products, New Orleans	\$22,791
LA	New Orleans	Jefferson Parish Sheriff Office	\$607,147
LA	New Orleans	Kinder Morgan St. Gabriel Terminal	\$16,500
LA	New Orleans	Louisiana State Police	\$24,660
LA	New Orleans	Marathon Petroleum Corp/Garyville Refinery	\$35,569
LA	New Orleans	PCS Nitrogen	\$189,300
LA	New Orleans	Plaquemines Port	\$776,639
LA	New Orleans	Port of South Louisiana	\$343,596
LA	New Orleans	Port of St. Bernard	\$1,313,900
LA	New Orleans	Southeast Louisiana Flood Protection Authority East	\$277,843
LA	New Orleans	St Charles Parish Sheriff Office	\$96,089
LA	Port Fourchon	Greater Lafourche Port Commission	\$634,293
MA	Boston	Boston Marine Incident and Resources Training Partnership	\$24,900
MA	Boston	Boston Police Department	\$84,918
MA	Boston	Braintree Fire Department	\$16,800
MA	Boston	City of Boston	\$10,200
MA	Boston	City of Newburyport	\$190,859
MA	Boston	City of Salem Police Department	\$96,500
MA	Boston	Massachusetts Environmental Police	\$86,625
MA	Boston	Massachusetts Port Authority	\$915,954
MA	Boston	Massachusetts State Police	\$180,430
MA	Boston	Metropolitan Law Enforcement Council (METRO-LEC)	\$48,074
MA	Boston	Quincy Police Department	\$24,999
MA	Boston	Town of Braintree Police Department	\$300,000
MA	Boston	Town of Hingham	\$225,000



SAFE 25 CENTER CONSOLE

VISUAL REFERENCE & SPECIFICATIONS



Length Overall (LOA) (feet) 25'
 Length Overall (meters)..... 7.6
 Beam Overall (BOA) (feet) 8'-6"
 Beam Overall (meters)..... 2.6
 Deadrise at Transom (degrees) 25
 Draft (engine trimmed up) (inches) 19"
 Max HP 500
 Top Speed (knots) 48

Max Range (NM) 290 @ 30 knots
 Fuel Cap (gal) 150
 Seated Positions 6
 Dry Weight: vessel, no engines, no fuel,
 no options, no liquids, no people, no cargo
 (approximate) (lbs) 4,998
 Light Load: dry weight, weight of heaviest
 engines (lbs)..... 6,954
 Operational Load (lbs) 8,603

Cargo/Personnel Capacity-Net-Gross:
 minus weight of heaviest engines, weight of
 fuel, and options (lbs)..... 3,049
 Height on trailer - Road Transport (feet) .. .11'
 Length on trailer - Road Transport
 (feet) 36'-3"
 Weight on Trailer (lbs) 7,883

**All specs, features and GAs shown are
 subject to change*



HULL & DECK

- 1/4" - 5086 bottom plate
- Reinforced keel beaching plate
- Notched transom with speed shoe in bottom plate
- Performance wings below collars for increased lift and stabilization while maneuvering
- Fully welded performance lifting strakes
- Self-bailing decks with high-volume scupper drains
- Bow storage/anchor locker with aft-facing door
- Dual aft rigging locker system with topside access
- Sacrificial hull anode(s)

SUPER STRUCTURE

- Aluminum T-top with rain capture ring and down spouts to self-bailing deck
- Laminated safety glass windshield and side windows with blow-out resistant gasket
- Swing down radar pod
- Safety hand/grab rail system

CONSOLE & DASH

- Starboard side helm
- OHIP - Over Head Instrument Panel

SEATING, SEAT STORAGE & UPHOLSTERY

- Two (2) flip-up seats with seat belts mounted on bolster storage box
- Aft storage bolster with large aft-facing gasketed aluminum doors

COLLAR SYSTEM

- Patented 100% foam SAFE XDR-1 Extreme Duty Reinforced collar system with black rubstrake
- Available collar colors include: black, blue, gray, orange, green, red

COATINGS, COVERINGS & LETTERING

- Upholstered headliner

TOWING, LIFTING & ATTACHMENT POINTS

- Six (6), 10" cast aluminum weld-on cleats
- Bow and stern lifting eyes
- Weld-on bow eye with dual stainless steel inserts
- Weld-on transom tie downs
- Fore and aft tow posts with single stainless steel cross pin
- Motor guard/tow line guide

ELECTRICAL SYSTEM & POWER GENERATION

- House battery system 12VDC - one (1) marine-grade battery with switch
- Backlit switch panel with marine-grade switches
- Four (4) 12VDC power receptacles - two (2) on dash and two (2) on arch
- Self-parking, intermittent windshield wiper system with washer

LIGHTING

- House battery system 12VDC - one (1) marine-grade battery with switch
- Backlit switch panel with marine-grade switches
- Four (4) 12VDC power receptacles - two (2) on dash and two (2) on arch
- Self-parking, intermittent windshield wiper system with washer

ELECTRONICS, NAVIGATION & COMMUNICATION

- Navigation horn

SAFETY, RESCUE & DIVING EQUIPMENT

- Two (2) fire extinguishers
- Life ring mount

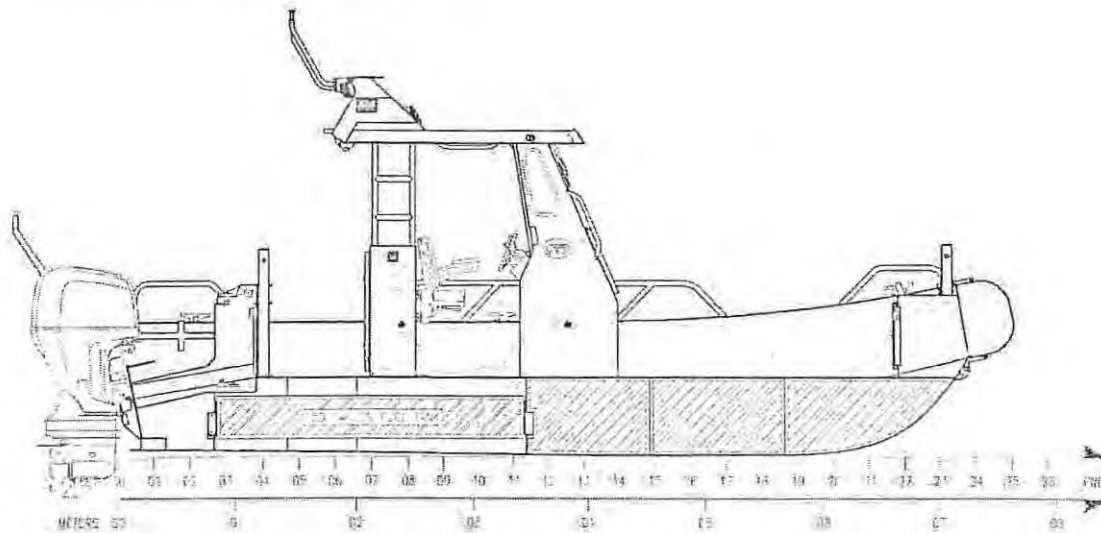
FUEL SYSTEM

- 150-gallon fuel tank with a formed bottom (1/4" - 5086)
- EPA-compliant fill and vent system with integrated check-valves, refueling vapors through carbon canister



SAFE 25 CENTER CONSOLE

VISUAL REFERENCE • OPTIONAL EQUIPMENT



PROPULSION

- Engines
- Engine(s) Rigging
- Power Assist Steering Upgrade

CONFIGURATION OPTIONS

- Seat Storage Locker Forward of Console
- Flip-Up Seat Forward of Console
- Aft-facing Seat Bolster
- Canvas Helm Enclosure
- Bimini Top
- Bow Cover
- Personnel Recovery Cut-Outs (collar)
- Hydraulically Actuated Drop Bow
- Reinforced Push Knees
- Locker System(s)
- Shock Mitigating Bolster Mounted Crew Seats
- SAFE XDR-2 Upgrade (lines & D-rings)
- Topside/Cabin Paint
- Bottom Paint
- Tow Spool/Cover/Line
- Davit/Electric Winch
- Engine Guard/Tow Line Guide (standard on some models)
- Tow Post(s)
(standard on some models)

ELECTRONICS/LIGHTING

- Navigation Package(s)
- Side Scan Sonar
- Thermal/Low Light Camera Systems
- Loudhailer
- AIS
- Satellite Weather Receiver/Overlay
- VHF/UHF
- Wired/Wireless Intercom System
- EPIRB
- Chemical Biological Radiological Nuclear Detection Equipment (CBRNE)
- Law Enforcement Lighting Strobes/Bars (blue/red/amber)
- Searchlights
- Upgraded flood Lights
- Underwater Dive Lights
- Laptop Mounting/Docking station(s)
- Shore Power
- Diesel Heater
- Customer Furnished Equipment (CFE) Installation

OUTFIT

- Safety Kit
- Docking Kit
- Anchor Kit
- Personnel Flotation Device(s) (PFD)

TRAILERING

- Trailer
- Rolling Ship Yard Cradle

DOCUMENTATION

- Wire Label Package/Diagram(s)
- Drawing Package(s)
- Operator/Repair Manual(s)

MISCELLANEOUS

- Fresh/Raw Water Washdown
- Dive Ladder(s)
- Dive Tank Storage/holders
- Dive Light Mast
- Tow Light Mast
- Gun Locks/Locker(s)
- Fire Fighting Pump/Engine Systems

**All specifications and standard features are subject to change. Not all options are available on all models. Please contact SAFE Sales Department for details.*



CITY OF NEWBURYPORT FY 2022

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

TRANSFER/APPROPRIATION REQUEST

AUG -3 PM 1:46

Department: Mayor's Office

Submitted by: Donna D. Holaday, Mayor

Date Submitted: 8/9/2021

Transfer From:

Account Name:	GEN Budget Contingency	Balance:	\$ 265,951.49
Account Number:	01132007-57805	Category:	\$ 265,951.49
Amount:	\$127,880.00	Trans I/O:	\$ (59,818.38)

Why Funds Are Available:

The City budgets an annual contingency for expired/expiring collective bargaining agreements.

Transfer To:

Account Name:	POL Sal Officers	Balance:	\$ 2,458,807.58
Account Number:	01210001-51142	Category:	\$ 3,641,044.20
Amount:	\$87,030.00	Trans I/O:	\$ -

Why Funds Are Needed:

Funds year 1 and 2 cost items in newly settled collective bargaining agreement between the City of Newburyport and the New England Police Benevolent Association Local 30 (Patrol Officers) retroactive to July 1, 2020. See attached memo and tentative agreement.

Transfer To:

Account Name:	POL Officer Overtime	Balance:	\$ 260,176.30
Account Number:	01210001-51301	Category:	\$ 3,641,044.20
Amount:	\$8,500.00	Trans I/O:	\$ -

Why Funds Are Needed:

See above.

Transfer To:

Account Name:	POL Officer Paid Holidays	Balance:	\$ 76,930.16
Account Number:	01210001-51402	Category:	\$ 3,641,044.20
Amount:	\$8,000.00	Trans I/O:	\$ -

Why Funds Are Needed:

See above.

Transfer To:

Account Name:	POL Officer Clothing Allowance	Balance:	\$ 21,132.50
Account Number:	01210001-51405	Category:	\$ 3,641,044.20
Amount:	\$15,000.00	Trans I/O:	\$ -

Why Funds Are Needed:

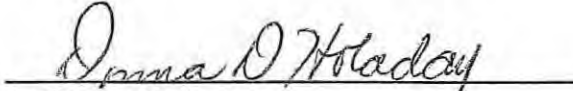
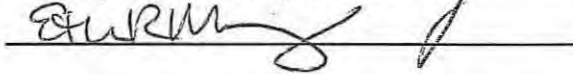
See above.

Transfer To:

Account Name:	<u>POL Accreditation Allowance</u>	Balance:	<u>\$ 138,511.26</u>
Account Number:	<u>01210001-51413</u>	Category:	<u>\$ 3,641,044.20</u>
Amount:	<u>\$5,600.00</u>	Trans I/O:	<u>\$ -</u>
<u>Why Funds Are Needed:</u>	See above.		

Transfer To:

Account Name:	<u>POL Officer Night Differential</u>	Balance:	<u>\$ 73,654.04</u>
Account Number:	<u>01210001-51410</u>	Category:	<u>\$ 3,641,044.20</u>
Amount:	<u>\$3,750.00</u>	Trans I/O:	<u>\$ -</u>
<u>Why Funds Are Needed:</u>	See above.		

Donna D. Holaday, Mayor:	<u></u>	Date:	<u>8/3/21</u>
Ethan R. Manning, Auditor:	<u></u>	Date:	<u>8/3/21</u>

Sponsor: Charles F. Tontar, Councillor At-Large

City Council Approval:



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

To: President and Members of the City Council

From: Donna D. Holaday, Mayor

Date: August 3, 2021

Subject: NEPBA Local 30 Tentative Agreement FY21 – FY23

The Administration has agreed to terms for a new, three-year collective bargaining agreement with the New England Police Benevolent Association (NEPBA) Local 30 (Patrol Officers) Bargaining Unit. The contract would go into effect retroactively from July 1, 2020 through June 30, 2023, subject to appropriation by the City Council. The Local 30 have voted to ratify the terms of this agreement.

Included with this memo is a transfer request that appropriates funding for the first and second years of the contract by the City Council, as well as, a summary of the agreed changes to the contract. A redlined version showing the changes from the expired to the new contract will be provided electronically.

The Administration worked diligently and collaboratively with the Local 30 to agree to terms for a new contract. My staff is available if you require any additional information regarding the appropriation request or terms of the new contract.

Thank you for your consideration.

**Memorandum of Agreement between
NEPBA Local 30 and the City of Newburyport**

Article IV: Stability of Agreement

Replace as follows: The Failure of the Employer to insist, in any one or more incidents, upon performance of any terms, or conditions of this Agreement shall not be considered as a wavier or relinquish of the rights of the Employer or of the Union to future performance of any such term or condition, and the obligations of the Union, and the Employer to such future performance shall continue in full force and effect."

Article V: Dues Deduction:

Delete paragraph 2&3 and replace to read as follows:

Replace as follows: It is recognized that the negotiation for and administration of the Agreement entail expenses which appropriately should be shared by all Employees who are beneficiaries of the Agreement. To this end, if an Employee in the bargaining unit does not want to be a member of the Union, he/she must sign a statement to that effect (Appendix A). The Employee shall also acknowledge and agree that if representation by the Union is requested by the Employee, the Employee will be required to pay the union all expenses to the extent permissible by applicable law, prior to any representation duties taking place.

Article X: Vacations

Replace as follows:

- After 20 years, but less than 25 years two (2) additional days. (30) Days
 - After 25 years, but less than 30 years five (5) additional days. (35) Days
- Effective January 1, 2004, an officer with thirty (30) years' service shall be entitled to six (6) days' vacation in addition to the level of benefits in effect for such officers under the 2000-2003 agreement. (41) Days

Article XI: Holidays

Replace as follows:

SECTION 1. The following days shall be considered to be paid holidays, and employees shall receive a day's pay for each, in addition to their regular pay. Holidays will be paid twice yearly, on the first pay period in December and on the second pay period in June, with all payments to be made following the date of the holiday.

New Year's Day	Washington's Birthday
Patriot's Day	Memorial Day
Independence Day	Martin Luther King Day
Labor Day	Columbus Day
Thanksgiving Day	Veteran's Day
Christmas Day	Police Memorial Day
	Juneteenth

SECTION 1A. Effective July 1, 2004, employees may opt to receive time off for any or all of the thirteen holidays in lieu of receiving a day's pay. The option for the first six holidays (July 4-Thanksgiving Day) shall be exercised in sufficient time for the City to process payments, in the first week of December, for days to be compensated in cash. The first six (6) holidays may be used as time off at any time between July 1 and December 31.

The option for the second seven holidays (Christmas Day-Juneteenth) shall be exercised by May 15 and all such days shall be taken before June 30. The second seven (7) holidays may be used as time off at any time between January 1 and June 30.

The taking of Holiday time as time off shall be subject to the provisions of Article XII, Section 10.

Article XII: Miscellaneous Privileges

SECTION 7. In the event a dispatch shift is unable to be filled by dispatch staff during the months of June, July, and August, members of NEPBA LOCAL 30 will be hired on overtime on a one-for-one basis.

Add Section 7A as follows: The City of Newburyport may employ civilian dispatchers to perform dispatching services. The Marshal or his designee, from time to time, may assign police officers to cover said service, including working alongside civilian dispatchers. In the event that dispatch or NEPBA LOCAL 30 cannot fill the desk shift for overtime, and a full-time police officer is assigned to work a dispatching shift ordinarily staffed by civilians in lieu of his or her regular assigned duties, the officer shall receive four (4) hours' time owed for such shift.

Article XIV: Wages

Replace as follows:

	Base	COLA
FY21	0%	2%
FY22	0%	2%
FY23	1.5%	2%

		Current	FY21	FY22	FY23
Base*		63,295.85	64,561.77	65,853.00	68,177.60
Associate	10%	69,625.44	71,017.95	72,438.30	74,995.36
Bachelor	20%	75,955.02	77,474.12	79,023.60	81,813.12
Master/JD	25%	79,119.81	80,702.21	82,316.25	85,222.00

*100% of Senior Officer's (Completion of third year)

Article XV: Special Assignments and Outside Details

Replace as follows:

SECTION 4. The hourly rate for “Strike Duty” and “Hazard Duty” shall be computed at double the hourly detail rate. “Strike Duty” shall be determined as any type of public or private job action, which requires a police presence to preserve public safety as prescribed by the Marshal and/or his designee. “Hazard Duty” shall be given in event of State of emergency declared by Governor involving acts of God i.e., floods, hurricanes, ice storms, wind storms, downed trees, etc, as well. In the event that a State of Emergency exceeds fourteen (14) days, the Marshal reserves the right to adjust the hourly detail rate described within this Section 4 as deemed appropriate.

Furthermore, “Hazard Duty” shall also be determined as any type of health hazard, public or private, which requires a police presence to preserve public safety as prescribed by the Marshal and/or his designee.

Upon notification to hospital administration by the Marshal, any Anna Jaques Hospital detail will be considered as Hazard Duty.

Article XVII: Clothing and Equipment Allowance

Replace as follows: Effective July 1, 2021, all police officers covered by this agreement shall be granted an annual Clothing and Equipment allowance of \$2,200; \$1,100 shall be paid in a lump sum on the second pay period in July and the remaining \$1,100 shall be paid by the City in the first pay period of January.

Article XV: Education Incentive Program

Replace Section as follows:

SECTION 1:

The City of Newburyport recognizes the importance of higher education for Patrol Officers. Accordingly, any permanent full-time Patrol Officer who has or obtains an eligible degree from an accredited degree program shall receive educational benefits as follows for their highest level of education:

Education Degree or Credits Earned	Percentage Pay
Associates Degree or 60 credits earned toward a Baccalaureate in an approved program	10%
A Baccalaureate degree in an approved program	20%
Master’s degree in an approved program, Law Degree (Juris Doctor)	25%

The education incentive will be compensated as a percentage increase to base pay as outlined in the pay scale set forth in Article 14 (Wages) as part of the employees’ bi-weekly compensation. The education

incentive shall be deemed regular compensation for the purposes of computing overtime, court-time, sick pay, injured pay, holiday pay, vacation pay, or any other form of paid leave and is part of regular compensation for pension-retirement.

SECTION 2:

The City acknowledges that all NEPBA LOCAL 30 members with conferred degrees prior to the signing date (date to be determined) of this agreement, have approved degrees and remain eligible for educational benefits under this article.

SECTION 3:

After ratification of this contract (date to be determined), members of the NEPBA LOCAL 30 pursuing a new degree (associates, bachelors, masters) may pursue degrees beyond criminal justice and law enforcement at the discretion of the Administration. Eligible degrees include those in the fields of Sociology, Psychology, Counseling, Communications, Leadership, and Business Administration. A degree in a field not expressly listed, that could potentially contribute to better police management and effectiveness, must be approved in writing by the City Marshal and the Mayor prior to enrollment in order to be eligible for compensation under education incentive article. Additionally, employees enrolling in a new program must adhere to the following:

- a. Employees must provide a written letter of intent to enroll in a program.
- b. Enrollment must be signature approved in advance by both the City Marshal and the Mayor.
- c. Employees must provide either a copy of their diploma, an official copy of transcripts denoting credits or degree conferred, or an official letter from the registrar's office confirming the conferred degree in the approved area of study.
- d. The base pay increase will be made immediately upon presentation of the required documentation to the City. The start date for the increase shall be the date of conferment of the approved degree.
- e. If an official letter states the degree will not be conferred until a future date, the pay increase will not be made until additional confirmation of degree conferment is provided.

Article XXII: Bereavement Leave

Replace as follows: The above-described Bereavement Leave will be granted upon the death of an immediate family member (husband, wife, partner, parent, child, step-child, foster child, brother, sister, mother's and father's in-law, grandmother, grandfather, partner's mother, father, grandmother or grandfather, brother-in-law, sister-in-law, aunt, uncle, spouses aunt, spouses uncle, domestic partner, and non-family member with permission from the Marshal or his designee.) Should any such death occur during an employees scheduled vacation or days off, then the four (4) days of bereavement leave will be substituted for said vacation or days off, and the vacation or days off will be rescheduled.

Article XXV: Accreditation Stipend

Replace as follows: An accreditation stipend will be paid to each member upon re-accreditation annually first pay period in September. This stipend will be based on salary with educational incentive. The Union and the City agree to continue to make a good faith effort to maintain accreditation. The Accreditation stipend will remain at 5%.

Article XXVII: Exposure to Infectious/Communicable Disease

Recognizing that police personnel are exposed to or may be exposed to infectious/communicable diseases in the course of their regular duties, the City will make arrangements which allow bargaining unit members who have reason to believe that they have been exposed in performance of their duties to Infectious/Communicable Diseases to be immediately tested. Testing facilities must be available to bargaining unit members on a prompt basis at no cost to the employee. The City reserves the right to require an employee to be tested to ensure that he/she can safely perform the essential functions of his/her position according to the provisions of MGL Chapter 111 Section F. Family members will be examined at the City's expense if the officer's exam has positive results

Add Section 1 as follows: In the event an officer has to quarantine by the Marshal, or through any state or federal mandate as a result of a State of Emergency, an officer will remain under quarantine as mandated by the State, or Federal requirements, or at the Marshal's discretion. The Officers personal time, including vacation, holiday, personal, sick, or time owed will not be used during the quarantine.

Article XXVIII: Duration of Agreement

Modify dates to reflect new term of the agreement, July 1, 2020 to June 30, 2023. Upon the signing of an agreement, wage increases shall be retroactive to July 1, 2020.

Committee Items- August 30, 2021 Planning & Development

In Committee:

- APPT260_07_12_2021 Patricia Peknik 4 Dove St. Historical Comm. 7/31/2024
- APPT 264_08_09_2021 Greg Earls, Conditional Building Commissioner 09/01/2024
- ORDR 272_08_09_2021 Preservation Restriction for 64 Purchase Street
- ODNC085_08_09_2021 AHT increasing membership-codify as Municipal Board (as amended in committee)



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: June 28, 2021
Subject: Re-Appointment

A handwritten signature in cursive script, reading "Donna D. Holaday".

I hereby re-appoint, subject to your approval, the following named individual as a member of the Historical Commission. This term will expire on July 31, 2024.

Patricia Peknik
4 Dove Street
Newburyport, MA 01950

PPD

Patricia J. Peknik
4 Dove Street
Newburyport, MA 01950
(978) 376-6275
ppeknik@berklee.edu

BERKLEE COLLEGE OF MUSIC, Liberal Arts & Sciences Department, Associate Professor

Teach “The History of Music Cities,” an interdisciplinary history, literature and music course focusing on American cities important in music history (New York, Chicago, New Orleans, Memphis, Nashville, Detroit, San Francisco); “America from the Jazz Age to the MTV Age,” a survey of 20th-century intellectual and cultural history; “Law and Disorder” and “Law and Civil Liberties,” introductory courses on constitutional, criminal and civil law, and “Americana: History, Music and Culture,” focusing on rural and folk cultures.

Recipient of three Faculty Development grants for research at the Library of Congress; Smithsonian Center for Folklife and Cultural Heritage; Museum of the City of New York; Rock and Roll Hall of Fame; New Orleans Historic Collection. 2015 Recipient of the Newbury Comics Faculty Fellowship. Co-chair, 2011-2018, of a Faculty Learning Community examining best practices in teaching. Nominated for Distinguished Faculty Award. (2005-present)

Co-Host, with President Roger Brown: “Conversations with Senator Ed Markey”(April 2021) “Making Sense of American Politics with Senator Tim Kaine” (April 2020); “A Conversation with Dean Alan Solomont, former U.S. Ambassador to Spain, About Civic Engagement” (October 2020)

Co-Producer, Co-Narrator: “Berklee Votes” (2018; 2020), an informational video providing students with information about voting rights and processes

Creator, “Jazz in the Courts,” an exchange that brings Berklee jazz musicians to perform in the Boston Municipal Court and Chief Justice Robert Ronquillo to Berklee during National Judicial Outreach Week

Woodstock 50 Organizing Committee: planner, session moderator; hosted visits by Henry Diltz and Rona Elliot (April 2019)

Invited Facilitator for Community Conversation Series: “Working Towards Anti-Racism”; “Talking Politics in the Classroom”; “How to Engage in Constructive Dialogue in a Highly-Politicized Era”; “The Election” “Community Organizing”

CONFERENCE PAPERS:

“Great American Collaborations: The Tragic, the Comic and the Revolutionary,” at the Improving University Teaching Conference at the University of Bielefeld, Germany, 2011.

“Historical Perspectives on American Privacy: Anonymity, Surveillance and the Supreme Court,” American and Popular Culture Associations Conference, Albuquerque, New Mexico, February 2012.

“Music Cities and Urban Culture,” Places, Spaces and Musical Consumptions Panel, American and Popular Culture Associations Conference, Albuquerque, New Mexico, February, 2013.

“Walt and Whitman: “Breaking Bad” and American Legal Traditions,” American and Popular Culture Associations Conference, Albuquerque, New Mexico, February 2014.

“The Common Law v. Uncommon Practice: Views of American Law from Nomiocracy to Netflix, and How Undergraduate Legal Education Can Bridge the Divide,” American and Popular Culture Associations Conference, San Diego, April 2017.

SERVICE TO THE PROFESSION:

National Chair of Law and Popular Culture Area for the American Culture Association and Popular Cultural Associations (2018-present); organize the Law Area for the annual conference (Washington, D.C. 2019; Boston virtual 2021; Seattle 2022)

Peer review of Don't Stop Thinking About the Music: The Politics of Songs and Musicians in Presidential Campaigns, Benjamin S. Schoening and Eric T. Casper (Lanham: Lexington Books, 2011).

Review of The Sixties, Terry Anderson, 4th edition, for Routledge, in preparation for 5th edition. February, 2016.

Research assistant to Jon H. Roberts for “Science and Christianity in America: A Limited Partnership,” in American Christianities: A History of Dominance and Diversity, edited by Catherine A. Brekus and W. Clark Gilpin (Chapel Hill: The University of North Carolina Press, 2011).

Editorial assistant to Richard Wightman Fox for Trials of Intimacy: Love and Loss in the Beecher-Tilton Scandal (Chicago: University of Chicago Press, 1999).

Invited Lecturer for annual Special Lecture: "Popular American Music in Historical Context: Jazz and Modernism," David Friend Recital Hall (October 2019)

Academic Advisor; Faculty Liaison to new hires during orientation, and author of "The Faculty Experience," a guide to best principles and practices of classroom teaching; Faculty Advisory Board member (Evergreen Project of the Office of Faculty Development)

UNIVERSIDAD PANAMERICANA, Visiting Faculty

Taught "Analyzing Music in Historic Context: Contemporary Popular Music" at the School of Fine Arts, Mexico City (virtual) Spring semester 2021

BOSTON ARCHITECTURAL COLLEGE, Lecturer

Taught "Civilization and Ideas" and graduate "Ideas and Design," focusing on the connections between American intellectual culture and the development of a distinctly American design aesthetic. Topics include the Founders' neoclassicism, Romanticism, and modernism. (2002-2003)

BOSTON UNIVERSITY, School of Law and Center for English and Orientation Programs, Special Programs, Senior Lecturer

Taught "Introduction to the American Legal System," in the L.L.M. program. Focus on the historical foundations of American jurisprudence and the cultural foundations of criminal law and civil procedure. (2001-2005)

PUBLICATIONS:

French Louisiana Music and Its Patrons: The Popularization and Transformation of a Regional Sound (Palgrave-Macmillan, 2019)

"*'City of the World!': A New Generation's American Exceptionalism,*" in The Impact of 9/11 on Psychology and Education, edited by Matthew Morgan, Palgrave-MacMillan, September 2009.

"*Historical Perspectives on Liberal Arts and Professional Education at American Colleges,*" in Shaping the Future of Business Education, edited by Dan Everett and Gordon Hardy, Palgrave-MacMillan, October 2012.

Referee for Tenure and Promotion candidate in the Speech, Communication, and Theatre Arts Department, Borough of Manhattan Community College, City University of New York (Spring 2021)

PROFESSIONAL DEVELOPMENT:

Attended 5-day virtual conference of the National Alliance of Preservation Commissions (August 2020), including the following workshops: “What Do the Secretary’s Standards Mean to You?”; “Best Practices in Conservation Districts”; “Do You Have a Permit for That? Enforcement and Violations”; “Planning for Climate Change and Cultural Heritage”; “Design Review for Preservation Commissions”; “The Search for Practical Solutions to Big Picture Issues”; “Public Outreach Strategies for Historic Preservation Commissions”

Attended conference of the Association for the Study of Law, Culture and the Humanities (Washington, D.C. April 2019)

Organizational Memberships: National Alliance of Preservation Commissions; National Trust for Historic Preservation; Melville Society

EDUCATION:

Bachelor of Science in Journalism, Ohio University
Certificat de Français Langue Étrangère, Université de la Sorbonne Nouvelle, Paris
Master’s in Creative Writing/Poetry, Boston University
Thesis advisor: Nobel Laureate Derek Walcott
Master’s in American History, Boston University
Ph.D. in American History, Boston University, 2015



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 2, 2021
Subject: Appointment

A handwritten signature in black ink, appearing to read "Donna D. Holaday".

I hereby appoint, subject to your approval, the following named individual as Acting Building Commissioner. This term will expire on September 1, 2024.

Greg Earls
2 Sanborn Road
Hampton Falls, NH 03844

RECEIVED
AUG 11 2021

January 20, 2021

Human Resources Department
City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

Dear Ms Bunyan,

I am submitting this cover letter and my resume to be considered for the position of Local Building Inspector. I am confident my extensive experience in construction, my formal education and my municipal experience make me an ideal candidate.

Until a year ago, I worked in the cities of Lowell and Lawrence designing and constructing housing for non-profit agencies. The work typically entailed coordinating with the Administrations, Planning Boards and Zoning Board of Appeals of each City to construct housing on blighted and "unbuildable" lots. Most recently, I was responsible for the design and build-out of a vacant mill building into an educational and vocational youth center.

I possess a Massachusetts Construction Supervisor License and Home Improvement Contractor License which allowed me to be self-employed as a design-build contractor in MA, NH and VT working on new construction, additions and historic preservation projects.

In addition, I have experience as a Newburyport City Councillor for over 16 years which gave me the opportunity to work successfully with many Department Heads and gain extensive knowledge of the City from a municipal viewpoint.

While I do not have the Certificate of Local Inspector, I have confirmed with the Commonwealth of Massachusetts that I currently meet all the experience and educational requirements to take the exam.

Sincerely,

Greg Earls

Greg Earls
978 417-0063

Greg Earls

978-417-0063

GEarls25@comcast.net

PROFESSIONAL EXPERIENCE

beWell Organic Medicine; Lowell, MA

Dispensary Manager

January 2019 – Present

- Responsible for day to day operations of start-up Dispensary
- Hire, supervise, schedule and mentor staff
- Responsible for cash handling and inventory control
- Confirm compliance with all Massachusetts Controls and Regulations for Dispensary Operations

YouthBuild; Lawrence Family Development; Lawrence, Massachusetts

Construction Supervisor

January 2013 – January 2019

- Supervise construction of affordable housing units
- Develop and draw building plans of custom single family housing
- Coordinate with Lowell Building Department and Planning Board
- Present plans to Zoning Board of Appeals for variances and findings
- Create and manage department and construction budgets
- Manage department staff and students
- Hire and manage sub-contractors

YouthBuild; Community Teamwork, Inc; Lowell, Massachusetts

Director of Construction

November 2010 – Present

- Supervise construction of single and two family housing units
- Develop and building plans of one and two family houses
- Work closely with Lawrence Building Department to develop vacant parcels
- Successfully present variance applications to Zoning Board of Appeals
- Create and manage department and construction budgets
- Workforce Development Division representative to CTI Safety Committee

Milk Street Builders; Newburyport, Massachusetts

Principal

August 2008 – Present

- Owner of contracting firm specializing in residential construction, design and maintenance
- Oversee multiple design/build projects including new construction, renovation and additions
- Manage and supervise historic preservation of homes in MA, NH, CT and VT
- Hire and manage independent sub-contractors and employees

City of Newburyport; Newburyport, Massachusetts

City Councilor

2002 - 2019

- Served multiple terms as City Councilor
- Served as Chair and member the Joint Education Committee
- Chair and member of the Licensing & Permits Committee
- Working relationship with various City Department Heads and Staff

Northern Log Homes; Bangor, Maine / Newburyport, MA

Director of Construction and Design

2002 - 2008

- Managed Design and Drafting Department including 6 staff members
- Ensured accuracy of drawings and building code compliance of log and post and beam buildings
- Developed and controlled building cost and material expense budgets
- Responsible for design of custom log homes in coordination with clients
- Maintain code compliance of all standard home model designs

Improvenet, Inc.; Camarillo, California / Newburyport, Massachusetts

Contractor Field Supervisor of Northeast Region

1999 - 2002

- Managed 65 contractor members in New England
- Responsible for the timely and cost effective completion of multiple residential and commercial construction jobs with a 96% success rate
- Prepared daily and weekly job progress reports
- Calculated job cost analysis for completed jobs
- Mediated Contractor / Client disputes in a timely and efficient manner
- Delegated and assigned Contractors and Subcontractors to ensure successful project completion

Rose Displays; Marblehead, Massachusetts

Manager of Retail Design

1997 - 1999

- Managed design and installation of product lines in retail and institutional settings
- Produced prototypes in conjunction with research department, bringing innovative new products to market
- Developed custom solutions for customer-specific needs

CERTIFICATIONS

MA Construction Supervisor License

MA Home Improvement Contractor License

OSHA 10 Certification

Green Advantage Certified

NABCEP Certified (North American Board of Certified Energy Practitioners)

NCCER Certified Construction Trainer (National Center for Construction Education and Research)

EDUCATION

Master of Architecture

Southern California Institute of Architecture and Urban Studies

Santa Monica, California

Internship / Certificate Program

Institute for Architecture and Urban Studies

New York, New York

Bachelor of Science in Business Administration

University of Connecticut

Storrs, Connecticut

pro

ORDR272_08_09_2021

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 9, 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, and The People's United Methodist Church, for the property located at 64 Purchase 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 Sharif I. Zeid



IN CITY COUNCIL

ORDERED:

August 9, 2021

AN ORDER TO INCREASE MEMBERSHIP ON THE NEWBURYPORT AFFORDABLE HOUSING TRUST AND PROPERLY CODIFY SAID TRUST AS A MUNICIPAL BOARD IN THE GENERAL ORDINANCES OF THE CITY OF NEWBURYPORT

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

WHEREAS, on May 26, 2009 the City Council voted to accept the provisions of M.G.L. Chapter 44 Section 55C and established the Newburyport Affordable Housing Trust (the "Housing Trust"); and

WHEREAS, the original May 26, 2009 Order amended the General Ordinances of the City to add an unnumbered section providing for such Housing Trust; and

WHEREAS, said new section was inadvertently inserted as Section 2-125 within Division 5 ("Community Preservation Committee") of Article III ("Boards, Commissions and Committees"); and

WHEREAS, the Housing Trust requests that the City Council delete Section 2-125 from Division 5 of Article III of the General Ordinances of the City and add Section 2-125 in a new Division of Article III, setting forth the provisions of the Housing Trust; and

WHEREAS, the Housing Trust has also requested an increase in its membership to allow for wider participation, engagement and leadership on the Housing Trust consistent with its mission; and

WHEREAS, the need for affordable housing in the City has never been greater.

NOW THEREFORE, LET IT BE ORDAINED THAT the City of Newburyport hereby reaffirms its acceptance of the provisions of M.G.L. Chapter 44 Section 55C pertaining to such Housing Trust;

AND FURTHER, THAT an amendment is hereby approved to the May 26, 2009 Council Order to increase the membership of the Housing Trust from five (5) trustees to seven (7) trustees, and, consistent therewith, to amend the General Ordinances of the City of Newburyport as follows:

- A. Delete Section 2-125 from Division 5 of Article III (“Boards, Commissions and Committees”) in its entirety.
- B. Insert a new Division 7 under Article III (“Boards, Commissions and Committees”) as follows:

Division 7. Newburyport Affordable Housing Trust

Sec. 2-125d. Membership of the Trust

There shall be a board of trustees of the Newburyport Affordable Housing Trust, which shall include seven (7) trustees, including the mayor, with the remaining members to be appointed by the mayor, subject to confirmation by the city council. Trustees shall include one member with expertise from each of the following fields: Affordable housing, real estate, planning and lending. Initially, three (3) members shall be appointed for a one-year term and three (3) members shall be appointed for two-year terms. As the term of each member expires, his successor shall be appointed for a term of two years. Members may be appointed for successive terms. Vacancies shall be filled by the mayor, subject to confirmation by the city council, for the remainder of the unexpired term. Any member of the board may be removed for cause by the mayor, with the approval of the city council, after the opportunity for a hearing. A quorum of the board of trustees shall be the majority of the trustees.

Sec. 2-125e. Powers of the Trust

The powers of the board, all of which shall be carried out in furtherance of the purposes set forth in M.G.L.A. c. 44, § 55C, shall include the following:

- (a) To accept and receive real property, personal property or money, by gift, grant, contribution, devise or transfer from any person, firm, corporation or other public or private entity, including but not limited to money, grants of funds or other property tendered to the trust in connection with any ordinance or any general or special law or any other source, including money from M.G.L.A. c. 44B;
- (b) To purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;
- (c) To sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to trust property as the board deems advisable notwithstanding the length of any such lease or contract;
- (d) To execute, acknowledge, and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the board engages for the accomplishment of the purposes of the trust;
- (e) To employ advisors and agents, such as accountants, appraisers and lawyers as the board deems necessary;

- (f) To pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the board deems advisable;
- (g) To apportion receipts and charges between incomes and principal as the board deems advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;
- (h) To participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;
- (i) To deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the board may deem proper and to pay, out of trust property, such portion of expenses and compensation of such committee as the board may deem necessary and appropriate;
- (j) To carry property for accounting purposes other than acquisition date values;
- (k) To borrow money on such terms and conditions and from such sources as the board deems advisable, to mortgage and pledge trust assets as collateral;
- (l) To make distributions or divisions of principal in kind;
- (m) To comprise, attribute, defend, enforce, release, settle, or otherwise adjust claims in favor or against the trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of this Act, to continue to hold the same for such period of time as the board may deem appropriate;
- (n) To manage or improve real property; and to abandon any property which the board determined not to be worth retaining;
- (o) To hold all or part of the trust property uninvested for such purposes and for such time as the board may deem appropriate; and
- (p) To extend the time for payment of any obligation to the trust.

Sec. 2-125f. Board of the City

The trust is a board of the city for purposes of chapter 30B and section 15A of chapter 40; but agreements and conveyances between the trust and agencies, boards, commissions, authorities, departments and public instrumentalities of the city shall be exempt from said chapter 30B. The board shall also be a "city agency," and "multiple member body" as defined under the city of Newburyport home rule charter.

Councillor Heather L. Shand

Committee Items-August 30 2021

Public Safety

In Committee:

APPL 44 8-9-21 Block Party: Atkinson b/w Strong & Boardman on 9/25

APPL 45 8-9-21 Maritime Days (TCHMM) 9/10-9/12

APPL46 8-9-21 9Th Annual Coast to Cure Bike Ride 9/11

APPL 47 8-9-21 Block arty Middle St b/w Center & Fair on 9/18

COMM340 8-9-21 Police Marshal Contract

ORDR271 8-9-21 Merrimac St Striping Plan (Ashland to Broad



CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2021 JUL 15 5:13:36



BLOCK PARTY APPLICATION

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

DATE OF REQUEST: 7-7-21

CONTACT INFORMATION

FIRST AND LAST NAME: Angela Ely

MAILING ADDRESS: 9 Strong Street

PHONE NUMBER: 513-377-1374

E-MAIL ADDRESS: Angelaely@gmail.com

BLOCK PARTY INFORMATION

BLOCK PARTY DATE: 9/25/21

(rain date 9/26)

DESIRED STREET CLOSING LOCATION: Atkinson between Strong

Please indicate cross streets when requesting the closing of street sections

3 Beach

STREET TO BE BARRICADED: Atkinson St.

DESIRED STREET CLOSING TIME: 2:00 - 8:00

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

REGULATIONS

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

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

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

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

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

Applicant Signature

[Handwritten Signature]

Date

7-7-21

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHALL

4 Green Street

FIRE CHIEF

Greenleaf Street

DEPUTY DIRECTOR

1 Perry Way

CITY CLERK

60 Pleasant St.

[Signature] 9/23/21

[Signature] 7/8/21

[Signature] 7/15/21

[Signature] 7/15/21

City use only:

Approved _____

-Denied _____

Date _____

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. _____

CITY CLERK'S OFFICE
NEWBURYPORT, MA

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

2021 JUL 9 AM 11:50

NAME OF EVENT: CHM Maritime Days

Date: Sept 10, 2021 - Sept 12, 2021 Time: from 7:00 pm to 10 pm
 Rain Date: _____ Time: from _____ to _____

2. Location*: Custom House Maritime Museum lawn + downtown
 *Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: CHM Public Private

4. Name of Organizer: Custom House Maritime Museum City Sponsored Event: Yes _____ No
 Contact Person: Susan Bernhardt

Address: 25 Water St Telephone: 981 254 2925

E-Mail: sberhard@thechmm.org Cell Phone: _____

Day of Event Contact & Phone: Susan Bernhardt / Joan Whitlow - 781 254 2925

5. Number of Attendees Expected: Fri - 120 Sat AM - 120 SAT PM - 120 Sun PM - 100

6. MA Tax Number: 237013467

7. Is the Event Being Advertised? yes Where? Newspaper, social media, banner

8. What Age Group is the Event Targeted to? 21 - 90

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

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

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

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

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

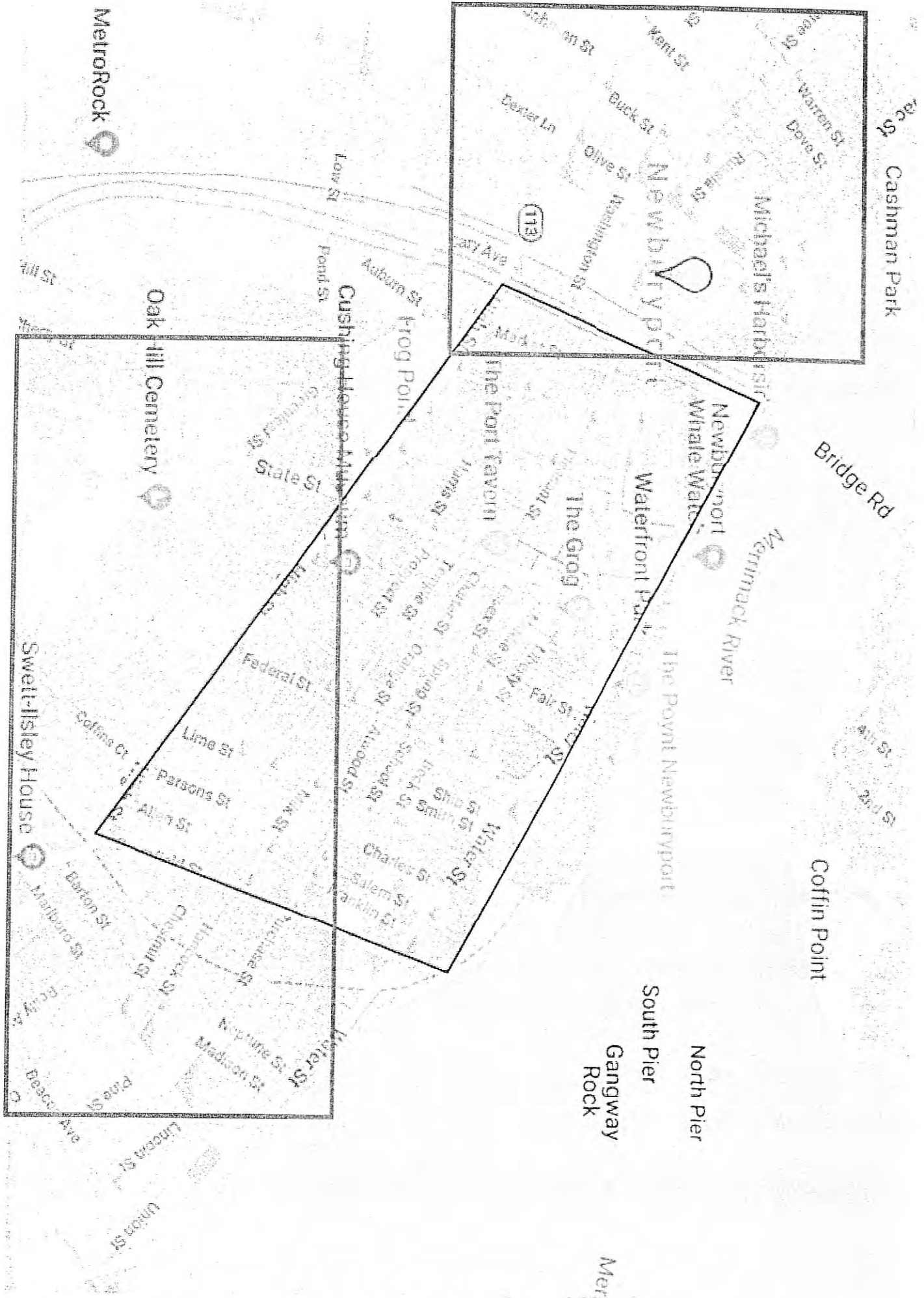
Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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



Map area of Treasure Hunt 9.11.21 9AM - 1PM

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

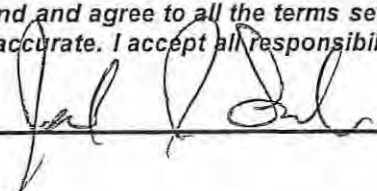
(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance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

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

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

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

Signed: _____



Date: _____

7/9/2021

DEPARTMENT APPROVAL (for Committee Member use only):

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

Approval Required	Date: _____ Signature _____
_____	1. Special Events: _____
_____	2. Police: <u>[Signature]</u>
	Is Police Detail Required: <u>P.R.A.K Party 6:30 - 10:00</u> # of Details Assigned: <u>1</u>
_____	3. Traffic, Parking & Transportation: _____
_____	4. ISD/Health: _____
_____	5. Recycling: _____
_____	6. ISD/Building: _____
_____	7. Electrical: _____
_____	8. Fire: <u>[Signature]</u>
	Is Fire Detail Required: <u>VG</u> # of Details Assigned: _____
<u>SI</u>	9. Public Works: Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply Yes: \$ _____ due on _____ No Fee for Special Events applies Other requirements/instructions per DPS _____
_____	10. Parks Department: _____
_____	11. License Commission _____

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

Custom House Maritime Days Sept 10-12, 2021

(Name is TBD)- Maritime Trivia, Music and Song -CHMM Lawn -Friday Night 6:30 PM -10:30 PM beer, wine

Treasure Hunt- Saturday – 9 AM – kick off at CHMM lawn- 1 PM Clues throughout downtown Newburyport no alcohol

Pirate Party- Saturday 6:30 PM – 10:30 PM Live band, dancing rum, beer, wine

Sea to Table - Sunday- 7 PM -10 PM wine



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2021

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 Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: PHONE (A/C, No, Ext): 800-333-7234 FAX (A/C, No): 781-586-8244 E-MAIL ADDRESS: CSR24CL@easterninsurance.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : West American Insurance Co INSURER B : Ohio Casualty Insurance Company INSURER C : Peerless Insurance Company INSURER D : INSURER E : INSURER F :	NAIC # 44393 24074 24198
INSURED Newburyport Maritime Society 25 Water Street Newburyport MA 01950	NEWBMAR-01	

COVERAGES

CERTIFICATE NUMBER: 1979641105

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BKW58010850	2/13/2021	2/13/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO58010850	2/13/2021	2/13/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWO58010850	9/4/2020	9/4/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			BMW58330543	2/13/2021	2/13/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Newburyport are included as Additional Insured with respect to the General Liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Newburyport
 60 Pleasant Street
 Newburyport MA 01950

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

AUTHORIZED REPRESENTATIVE

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FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE _____

WALKATHON _____

Bike Ride ✓

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

New England BioLabs - main sponsor
NE Northeast

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

Neurofibromatosis
Northeast, 9 Bedford Street, 781-272-9936
Burlington, MA 01803

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

Diana Flahive
9 Bedford Street, Burlington, MA 01803, 617-777-5397

4. Date of Event: 9/11/21 Expected Number of Participants: 15

5. Start Time: 8AM Expected End Time: 4PM

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

across chain bridge, Merrimack, Kent, water,
Ocean

7. Locations of Water Stops (if any): n/a

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

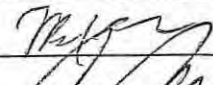
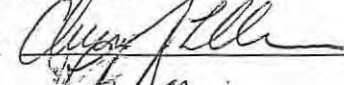
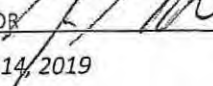
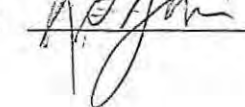
9. Formation Location & Time for Participants: Start/Finish Stage Fort Park

10. Dismissal Location & Time for Participants: Ride will be over @ 4PM

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.

3 CITY MARSHAL  4 Green St. FIRE CHIEF  0 Greenleaf St. 2
 DEPUTY DIRECTOR  16A Perry Way CITY CLERK  60 Pleasant St.
 Updated March 14, 2019

Newburyport

DEPARTMENT APPROVAL (for Committee Member use only):

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

Approval
Required

Date: 7/7/21 Signature: [Signature]

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

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

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

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

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

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

Signed: _____

Date: _____

7/22/21

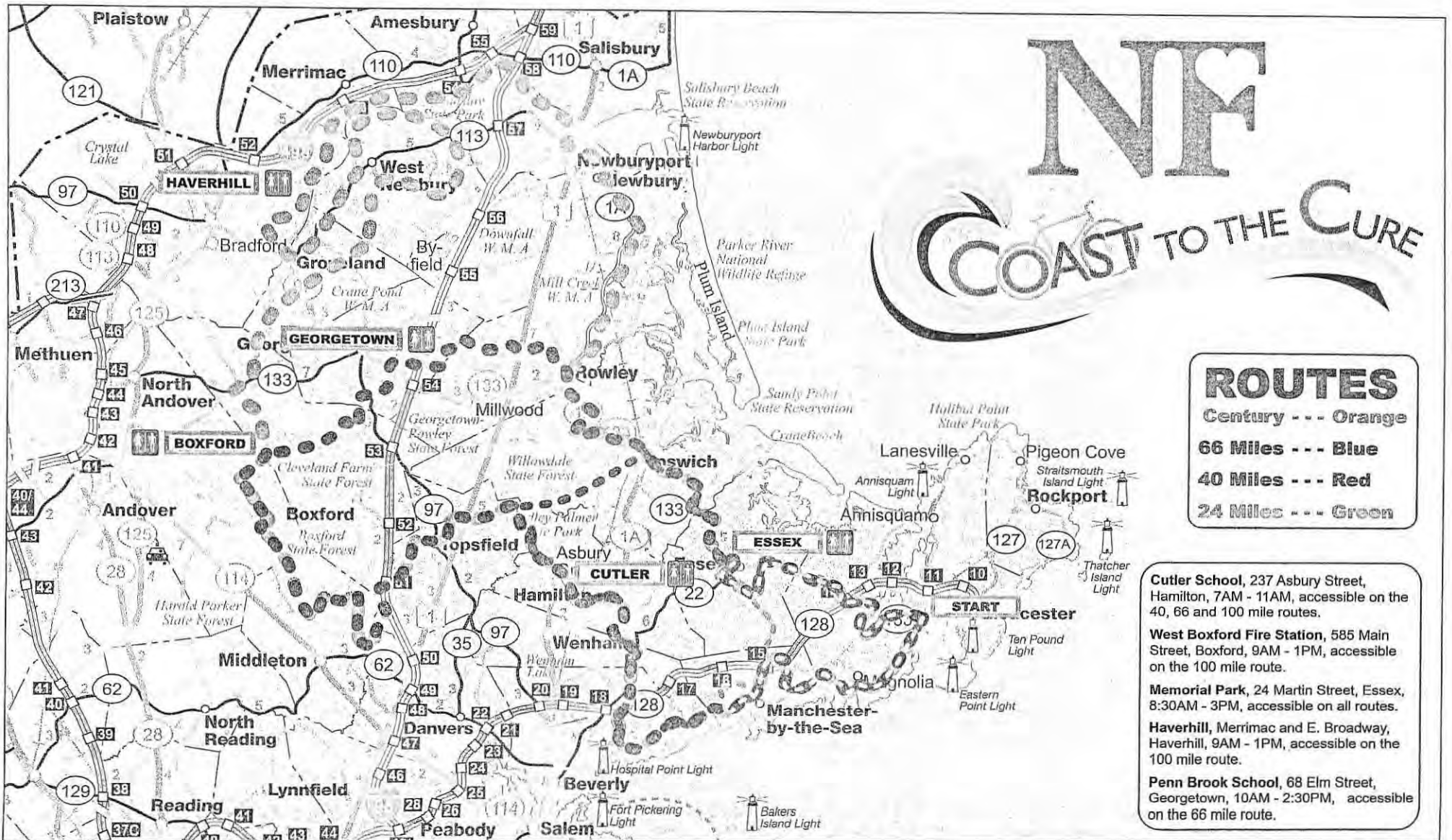
Coast to the Cure 2019 - 100M

100.6 miles

Leg	Dir	Type	Notes	Total
	←	Left	Turn left onto Western Ave	0.2
0.8	←	Left	Turn left onto Hesperus Ave	1.0
1.7	↑	Straight	Straight onto Norman Ave	2.7
0.4	↑	Straight	Continue onto Raymond St	3.0
0.5	←	Left	Turn left onto MA-127 S	3.5
2.0	→	Right	Turn right onto Forest St	5.5
0.7	←	Left	Turn left onto Mill St	6.2
0.7	←	Left	Turn left onto School St	6.9
1.0	→	Right	Turn right onto MA-127 S	7.9
2.0	↑	Straight	Continue onto West St	9.9
0.7	←	Left	Bear left onto Hale St	10.6
0.7	→	Right	Turn right onto Thissell St	11.3
0.2	↑	Straight	Bear right onto Common Ln	11.5
1.1	→	Right	Turn right onto Standley St	12.6
0.8	→	Right	Turn right onto Essex St/ Rt. 22	13.4
0.2	←	Left	Bear left to stay on Rt 22 N	13.6
1.2	←	Left	Turn left onto Grapevine Rd	14.8
0.7	←	Left	Slight left onto Larch Row	15.5
0.1	→	Right	Turn right onto Walnut Rd	15.6
1.2	→	Right	Turn right onto MA-1A N	16.8
0.2	←	Left	Turn left onto Asbury St	17.0
0.6	↑	Food	1st Rest Stop	17.6
0.4	→	Right	Turn right onto Highland St	18.0
0.1	←	Left	Quick left onto Asbury St	18.1
2.9	←	Left	Turn left onto Ipswich Rd	21.0
1.3	↑	Straight	Cross Rt 1 (Be Careful!)	22.2
0.8	←	Left	Turn left onto Main St	23.1
0.3	→	Right	Turn right onto Washington St	23.4
0.8	←	Left	Turn left to stay on Washington St/ Endicott/ East	24.2
2.2	→	Right	Turn right onto Peabody St	26.5
1.2	→	Right	Turn right onto Liberty St	27.6
0.5	←	Left	Turn left onto School St	28.1

Leg	Dir	Type	Notes	Total
0.8	→	Right	Turn right onto Essex St	28.9
2.0	↑	Straight	Cross Sharpners Pond Rd - Continue on Salem St	30.9
1.2	→	Right	Turn right onto Ingalls St	32.1
0.5	←	Left	Turn left onto Forest St	32.6
1.3	←	Left	Turn left onto Boxford St	33.9
0.2	→	Right	Sharp right onto Foster St	34.2
1.3	↑	Straight	Bear left onto Winter St	35.4
1.4	→	Right	Turn right onto Dale St	36.8
0.1	←	Left	Turn left onto Glendale Rd	36.9
0.7	←	Left	Slight left onto Main St	37.6
0.3	↑	Straight	Cross Washington St	37.9
0.2	↑	Water	2nd Rest Stop (Fire Station)	38.2
1.9	→	Right	Turn right onto Lily Pond Rd	40.1
0.8	↑	Straight	Continue onto Boxford Rd	40.9
0.4	→	Right	Slight right onto S Cross Rd	41.3
0.7	→	Right	Turn right onto Salem St	42.0
0.5	←	Left	Turn left onto Center St	42.6
4.0	↑	Straight	Continue onto Middle St	46.5
1.1	←	Left	Turn left onto Ash St	47.7
0.7	→	Right	Turn right onto Meeting House Hill Rd	48.3
0.5	←	Left	Turn left onto Bachelor St	48.9
0.6	→	Right	Turn right onto MA-113 E	49.4
1.0	←	Left	Turn left onto Coffin St	50.4
0.9	↑	Straight	Continue onto River Rd	51.3
2.2	←	Left	Turn left onto Church St	53.5
0.1	→	Right	Bear right to stay on Church St	53.6
1.0	→	Right	Turn right onto MA-113 W	54.6
3.4	→	Right	Turn right onto Orchard Ave	58.0
0.0	←	Left	Turn left onto Old Ferry Rd	58.0
0.5	→	Right	Turn right onto E Broadway	58.5
2.5	↑	Straight	3rd Rest Stop - Food & Toilets	61.0
1.3	↑	Straight	Continue onto E Main St	62.3
0.1	←	Left	Turn left onto River Rd	62.4

Leg	Dir	Type	Notes	Total
1.8	↑	Straight	Continue onto Middle Rd	64.3
0.4	→	Right	Turn right onto Skunk Rd	64.7
0.4	↑	Straight	Continue onto Pleasant Valley Rd	65.1
2.7	↑	Straight	Continue onto Merrimac St	67.7
0.4	→	Right	Turn right onto Main St	68.2
0.8	↑	Straight	Continue onto Evans Pl	68.9
0.2	↑	Straight	Continue straight onto Main St	69.2
0.4	↑	Straight	Continue onto Spofford St (X Chain Bridge)	69.5
0.2	↑	Straight	At the traffic circle, take the 3rd exit onto Merrimac St	69.7
1.8	→	Right	Turn right onto Kent St	71.5
0.3	←	Left	Turn left onto High St/ Rt 1A-S	71.9
10.2	→	Right	Turn right onto Mile Ln	82.0
0.8	←	Left	Turn left onto Linebrook Rd	82.8
1.8	→	Right	Bear right onto Lord Square/ Rt 1A-S	84.6
0.4	↑	Straight	Continue onto S Main St	85.0
0.3	→	Right	Bear right to stay on Rt 1A-S	85.3
0.1	←	Left	Turn left onto Argilla Rd	85.4
1.8	→	Right	Turn right onto Northgate Rd	87.2
0.7	←	Left	Turn left onto MA-133 E	87.9
0.7	→	Right	Turn right onto Choate St	88.6
0.3	←	Left	Turn left onto Belcher St	88.9
1.2	←	Left	Turn left onto Story St	90.1
0.3	↑	Straight	Continue onto Winthrop St	90.5
0.3	→	Right	Turn right onto Martin St	90.8
0.0	←	Left	Turn left onto Shepard Dr	90.8
0.0	↑	Water	4th Rest Stop	90.8
0.0	←	Left	Turn left onto Martin St	90.8
0.7	←	Left	Turn left onto Apple St	91.5
1.3	←	Left	Turn left onto Southern Ave	92.9
0.8	→	Right	Turn right onto School St	93.6
0.2	←	Left	Turn left onto Grove St	93.8
0.1	→	Right	Turn right onto Eastern Ave	93.9
5.8	→	Right	Turn right onto Western Ave	99.7



NF

COAST TO THE CURE

ROUTES

- Century --- Orange
- 66 Miles --- Blue
- 40 Miles --- Red
- 24 Miles --- Green

Cutler School, 237 Asbury Street, Hamilton, 7AM - 11AM, accessible on the 40, 66 and 100 mile routes.

West Boxford Fire Station, 585 Main Street, Boxford, 9AM - 1PM, accessible on the 100 mile route.

Memorial Park, 24 Martin Street, Essex, 8:30AM - 3PM, accessible on all routes.

Haverhill, Merrimac and E. Broadway, Haverhill, 9AM - 1PM, accessible on the 100 mile route.

Penn Brook School, 68 Elm Street, Georgetown, 10AM - 2:30PM, accessible on the 66 mile route.

ESSEX WATER STOP CLOSSES AT 3 PM

PLAN ACCORDINGLY



Neurofibromatosis Northeast

9 Bedford Street ~ Burlington, MA 01803

781-272-9936 ~ info@nfnortheast.org

www.nfnortheast.org

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

Committee

Ben Buttrick &
Kevin McKelvey
Co-Chairpersons

Alex Cellucci
Kate Duff
Megan Duff
Peter Gentile
Chanda McKee

2021 JUL 29 AM 11:57

July 22, 2021

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

Dear Mr. Jones,

On behalf of Neurofibromatosis Northeast, I am seeking permission once again to include your city in our route for the upcoming 9th Annual Coast to the Cure NF bike ride. Coast to the Cure takes place on Saturday, September 11, 2021. The ride starts and finishes from Stage Fort Park in Gloucester. The event consists of four prescribed routes (24, 40, 66 and 100 miles) encompassing 18 communities: Beverly, Ipswich, Wenham, Hamilton, Essex, Manchester, Georgetown, Groveland, North Andover, Boxford, Middleton, Topsfield, Rowley, Haverhill, Amesbury, Merrimac, Newbury and Newburyport.

I can assure you that all participants will wear helmets, travel in an organized fashion on public roads, never on private property, and will obey the rules of the road. We anticipate approximately 50 participants biking through the city over a four hour period.

The route through Newburyport involves the following roads: Cross Chain Bridge, left on Merrimack Street, right on Kent Street, stop at rest stop, turn around, right on Kent Street, right on Merrimack Street/Water Street, right on Ocean Street.

Attached please find a special events application in need of your final signature, certificate of insurance, route map and turn-by-turn course.

Proceeds from the event benefit Neurofibromatosis Northeast and support our mission of finding a cure and treatment for neurofibromatosis by promoting scientific research, creating awareness, and supporting those who are affected by NF.

Thanks so much for your consideration.

Sincerely,

Diana Flahive

Director of Operations and Events

Neurofibromatosis Northeast is a 501(c)(3) tax-exempt organization

An advocate for NF patients and families since 1988



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2021

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 TF Ward Insurance LLC 403 Franklin St. Melrose MA 02176		CONTACT NAME: Commercial Lines PHONE (A/C, No, Ext): (781) 665-2990 E-MAIL ADDRESS: FAX (A/C, No): (781) 665-8703	
INSURED Neurofibromatosis, Inc Northeast 9 Bedford St Burlington MA 01803		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance NAIC # 29459 INSURER B: Travelers Insurance Company 39357 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL216731212 REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08SBAAD2169	06/27/2021	06/27/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08SBAAD2169	06/27/2021	06/27/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	08WECKH3323	06/27/2021	06/27/2022	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Directors & Officers			106101201	05/13/2021	05/13/2022	D&O \$1,000,000

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

Cure NF Bike Ride on 9/11/21

Insurance verification - Please refer to actual policy for all other terms, conditions and exclusions.

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

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RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2021 JUL 30 AM 10:36

CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

BLOCK PARTY APPLICATION

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

DATE OF REQUEST: July 30, 2021

CONTACT INFORMATION

FIRST AND LAST NAMES: Jeff + Danielle Nelson, 48 A Middle St. 978-430-6624

MAILING ADDRESS: Maura Murphy, 41 Middle St 978-873-3300
Kathy Scanlan, 139 B Middle St. 978-548-8057

PHONE NUMBER: thenelsons1030@gmail.com

E-MAIL ADDRESS: mmurphy0128@gmail.com
KathleenmScanlan@gmail.com

BLOCK PARTY INFORMATION

BLOCK PARTY DATE: Saturday, Sept. 18, 2021

DESIRED STREET CLOSING LOCATION: Middle Street between Center St. and Fair St.
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: yes

DESIRED STREET CLOSING TIME: 2 PM - 10 PM

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

(2-4 set up / 4-8 event / 8-10 clean up)

REGULATIONS

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

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

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

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

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

Applicant signature: *Maureen Murphy* Date: 7/29/01
Robert M. Gardner 7/29/01

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHALL *[Signature]*
 4 Green Street
FIRE CHIEF *[Signature]*
 0 Greenleaf Street
DEPUTY DIRECTOR *[Signature]* Business Manager 7-30-01
 16A Perry Way
CITY CLERK *[Signature]*
 60 Pleasant Street

City use only:
 Approved _____ Denied _____ Date _____



CITY MARSHAL CONTRACT

THE CITY OF NEWBURYPORT AND MARSHAL MARK MURRAY

On this 30th day of June, 2021, the City of Newburyport, a municipal corporation with a business address of 60 Pleasant Street, Newburyport, Massachusetts, (hereinafter the "City") by the Mayor and Marshal Mark Murray (hereinafter the "Marshal") enter into the following contract pursuant to Massachusetts General Laws Chapter 41, Section 108O, as amended.

WHEREAS, the City is desirous of securing the services of the Marshal in the administration of the Newburyport Police Department (hereinafter the "Department"); and

WHEREAS, the City has or hereby does recognize voluntarily pursuant to M.G.L. c. 150E, § 4 and the applicable regulations of the Massachusetts Labor Relations Commission, the position of Marshal as a supervisory unit, separate and distinct from all other units in the Police Department; and

WHEREAS, the Marshal wishes to perform the duties of the position of the Marshal as provided herein and subject hereto;

NOW, THEREFORE, the City and the Marshal hereby and hereinafter agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this Contract.

1. **TERM**
 - a. The term of this Contract shall be for a 5 year term commencing on July 1, 2021 and ending on June 30, 2026. However, this Contract may be extended as provided by its terms.
 - b. Either party must provide written notice to the other of its intention to renegotiate and/or not to renew this contract no less than six (6) months prior to the end of its initial or any extended terms.

A. Review of Performance

The Mayor will provide a written review of the Marshal's performance annually and will meet with the Marshal to discuss this review by August 1 following each Fiscal Year of

service. This performance review will be provided in summary form to the City Council annually.

2. COMPENSATION

- a. The City shall pay the Marshal the sum of One Hundred Fifty Five Thousand Twenty Eight Dollars (\$155,624.00) as salary in the first year of this Contract
- b. After the initial year of this Contract, and on each succeeding year of this Contract, the Marshal shall receive a 3% raise in his salary. The Marshal shall receive such merit increases or salary adjustments as may be made at the discretion of the Mayor based on the Marshal's annual performance evaluation and subject to appropriation.

3. ESSENTIAL FUNCTIONS:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not excluded them from the position if the work is similar, related, or a logical assignment to the position.

1. Plans, coordinates and directs the provision of police law enforcement and emergency medical operations for the City in order to continuously improve the training, readiness and capabilities of the police department
2. Provides and oversees the performance of all department staff including professional development, training, discipline, maintenance of equipment, crime prevention, suppression of crime, community policing as well as maintaining the efficiency and effectiveness of all personnel.
3. Prepares and coordinates the presentation of annual budgets; directs the implementation of the departments' budget; plans for and reviews specifications for new or replaced equipment and controls the expenditures of the department.
4. Reviews, administers and develops the department's operating and capital budget plan to insure adequate and timely replacement and/or repairs of department capital equipment.
5. Responds to incidents and assumes command at the scene of emergencies in accordance with department policies; provides back-up to other police personnel in accordance with NIMS and the Incident Command System.
6. Oversees the maintenance of the police department building, grounds, equipment and fleet; maintains and controls access to police department records, statistical data, evidence and property control.
7. Represents the City at various ceremonial events and other City-sponsored events.
8. Communicates with and attends public events as requested by various local organizations, service clubs and civic groups.
9. Conducts investigations of subordinates as required.
10. Reviews search and arrest warrants; appears and testifies as a witness in an official proceeding to assist the department's role in the judicial and administrative process.
11. Oversees the design and implementation of the department's community relations programs; attends related meetings as required.
12. Provides information and reports regarding the police department's activities and operations as required.
13. Conducts independent research regarding department operations as necessary.

14. Serves as a member of the Mayor's Public Safety Team, participates in all emergency team meetings and coordinates community preparedness exercises with Emergency Management Director.
15. Ensures the Department maintains accreditation
16. Cooperate with federal and state law enforcement agencies, local police departments and others on a variety of police matters, including national security programs, maintaining membership in NEMLEC and mutual aid agreements

4. **BENEFITS**

In addition to the foregoing, the Marshal shall receive, and be entitled to, the following benefits:

- a. Thirty (30) vacation days. Upon termination of employment, the Marshal shall be paid for any unused vacation that he previously accrued. If termination is caused by death, such payment shall be made to the Marshal's spouse or beneficiary. A maximum of ten (10) days may be carried over from one fiscal year to the next with written approval by the Mayor and must be submitted by June 30th.
- b. The following days shall be considered to be paid holidays, and the Marshal shall receive a day's pay for each, in addition to his regular pay. Holidays will be paid twice yearly, on the first pay period in December and on the second pay period in June, with all payments to be made following the date of the holiday. The Thirteen (13) paid holidays are as follows:

New Year's Day	President's Day
Patriots Day	Memorial Day
Independence Day	Martin Luther King Day
Labor Day	Columbus Day
Thanksgiving Day	Christmas Day
Veterans Day	Police Memorial Day
	Juneteenth

- c. The Marshal having over twenty five years of service to the City of Newburyport shall receive 10% longevity incentive annually, payable on the 1st pay period in December.
- d. The Marshal shall receive \$1,600 for a clothing allowance annually.
- e. The Marshal shall be granted four (4) personal days annually, which shall be allotted on July 1st. In no event are unused personal days to be rolled over from one fiscal year to the next, nor shall they be paid out upon termination of employment.
- g. Bereavement leave shall be for a time not to exceed five (5) days, unless the Mayor feels that the circumstances surrounding said bereavement warrants more time. The above described bereavement leave will be granted upon the death of an immediate family member. Immediate family includes spouse, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, great grandparents, partner, foster child, aunt, uncle and any other relative domiciled in the employee's household.

- h. Should the death occur during the Marshal's scheduled vacation or days off, then the five (5) days of bereavement leave will be substituted for said vacation or days off, and vacation or days off will be rescheduled.
- i. The Marshal will receive up to \$200 per fiscal year beyond the amount he is eligible for under the City Health Insurance plan as a reimbursement for health club membership and participation in an approved wellness clinic or classes. Proof of payment and/or participation is required and reimbursement will be issued in July of each fiscal year.
- j. The Marshal shall be granted such time for sickness or injury off the job. The Marshal shall be granted 18 days per year (1 ½ days) per month and shall be allowed to accumulate an unlimited number of sick days. The Marshal shall be eligible for sick leave buy back of 110 days as long as he has accumulated 280 days. The Marshal shall be eligible to be paid out fifty percent (50%) of their sick leave accrual, up to a maximum of twenty-five (25) days per year, with each such day valued at ninety percent (90%) of their current daily rate, provided, however, that the Marshal retains at least fifty (50) sick leave days of his accrued credit. The maximum sick leave payout for the Marshal's career working is capped at fifty (50) days. This payout is voluntary. Any sick days paid out pursuant to this section shall be deducted from the sick leave balance available for payout upon retirement or death, and will be reduced from the maximum buy back amount.
- k. The Marshal shall receive an annual 5% accreditation incentive which will be based on salary, provided that accreditation is maintained.
- l. Retirement Benefits: As a sworn police officer, the Marshal shall be entitled to retirement benefits under Massachusetts General Laws, Chapter 32.

5. HOURS OF WORK

- a. The Marshal shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Marshal under this Contract.
- b. It is recognized that the Marshal must devote a great deal of time outside normal office hours to conduct the business of the City. The Marshal, therefore, shall be allowed to alter his schedule as he deems appropriate during said normal office hours, and at such times that will least adversely impact Department operations.
- c. For the purposes of the Fair Labor and Standards Act, the Marshal shall be an exempt employee.

6. INDEMNIFICATION

The City agrees to defend, save harmless and indemnify the Marshal against any complaint, claim, demand, suit or judgment, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Marshal's duties as Marshal of the City. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as the Marshal.

7. INSURANCE

- a. **Professional Liability Insurance**

The City agrees to furnish at its own expense, professional liability insurance for the Marshal with liability limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS.

b. Miscellaneous Insurance

The Marshal shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible. The City agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to officers of any rank of the Police Department.

- c. **Injured on Duty Benefits:** As a sworn police officer, the Marshal shall be eligible for injured on duty benefits as provided by Massachusetts General Laws, Chapter 41, Section 111F. At the City's request, the Marshal will attend and cooperate fully with an evaluation by a City physician to determine his eligibility for benefits under M.G.L. c. 41, § 111F or to otherwise determine his fitness for duty, and/or to determine the likelihood that any incapacity will be permanent; and agrees to release to the agents of the city any medical records which are pertinent to a determination of incapacity, causation, and the likelihood of permanence.

8. DEATH DURING TERM OF EMPLOYMENT

If the Marshal dies during the term of his employment, the City shall pay to the Marshal's estate all the compensation which would otherwise be payable to the Marshal up to the date of the Marshal's death.

9. AUTOMOBILE/CELL PHONE

The City shall provide a police vehicle for use by the Marshal and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Marshal in connection with the performance of his/her duties as Marshal, and for his/her professional growth and development. The vehicle may be used by the Marshal for personal reasons, since the Marshal is "on call" in the event of an emergency. The City shall also provide the Marshal with a cell phone.

10. PROFESSIONAL DEVELOPMENT

- a. The City agrees to budget for and pay, an appropriate amount for the professional dues and subscriptions of the Marshal for his continued and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement and for the good of the City, including but not limited to the International Association of Chiefs of Police, the Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Police Chiefs Association and the applicable regional Massachusetts Police Chiefs Association.

- b. The City also agrees to budget and pay for travel and per diem expense as indicated by the event of the Marshal for short courses, institutes, and seminars that, in the Marshal's reasonable judgement, are necessary for his/her professional development
- c. The Mayor shall determine whether the Marshal has completed training in three of these areas by June 30th of each year. Upon completion of these courses, and substantiation of course completion, the City shall pay the Marshal Three Thousand (\$3000) in the first pay period in July of each year as compensation for completion of these trainings.

11. RESIGNATION / TERMINATION

a. Voluntary Resignation

In the event the Marshal intends to resign voluntarily before the natural expiration of any term of employment, then the Marshal shall give the City a minimum of thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Marshal will be entitled to receive pay for any unused vacation time.

c. Disciplinary Action and Dismissal

It is agreed that the Marshal may be discipline, discharged or not reappointed only for just cause. In the event of any contemplated discipline or dismissal for just cause the Mayor shall provide the Marshal with written notification of the specific reasons (i.e. charges against the Marshal) for said action. The principles of progressive discipline will apply and the City recognizes its obligation to provide the Marshal with periodic performance evaluations.

Within forty-eight hours after receipt of said notice, the Marshal may submit in writing, to request a hearing with the Mayor regarding the contemplated discipline or dismissal. The Mayor will promptly schedule a hearing with the Marshal within 10 days. The Marshal may be placed on paid or unpaid status during this process at the discretion of the Mayor.

The Marshal shall have the right to be represented by counsel of his choosing at the hearing. The Marshal shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. Failure by the Marshal to file this request for a hearing within forty-eight hours shall be deemed an acceptance by the Marshal of the contemplated discipline or dismissal.

The Marshal may appeal any discipline or discharge to a committee of arbitrators consisting of three (3) persons. The three (3) persons shall be chosen as follows: one by the City, one by the Marshal, and one by the two so chosen. A majority of the three (3) member committee shall be sufficient to uphold or to reverse the decision.

Any decision by the committee of arbitrators may be appealed by the Marshal to the district court or superior court for the judicial district where the Marshal resides, both of which shall have jurisdiction over this matter.

12. AMENDMENTS / MODIFICATION

No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.

13. NO REDUCTION OF BENEFITS

The City agrees that the City shall not at any time during this Contract reduce the salary, compensation or other benefits of the Marshal, except to the extent that such reduction is evenly applied across-the-board for all non-union department heads in the City.

14. LAW GOVERNING

This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

15. SEVERABILITY OF PROVISIONS

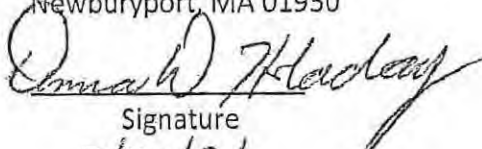
If any provision of this Contract is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

16. ENTIRE AGREEMENT


The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Contract, had, or has any authority to make any representation or promise not contained in this Contract, and each of the parties to this Contract acknowledges that such party has not executed this Contract in reliance upon any such representation or promise.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

Mayor
Donna D. Holaday
60 Pleasant Street
Newburyport, MA 01950


Signature
7/23/21

Marshal
Mark Murray
13 Middle Street
Merrimac, MA 01830


Signature
7/15/21

PS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 09, 2021

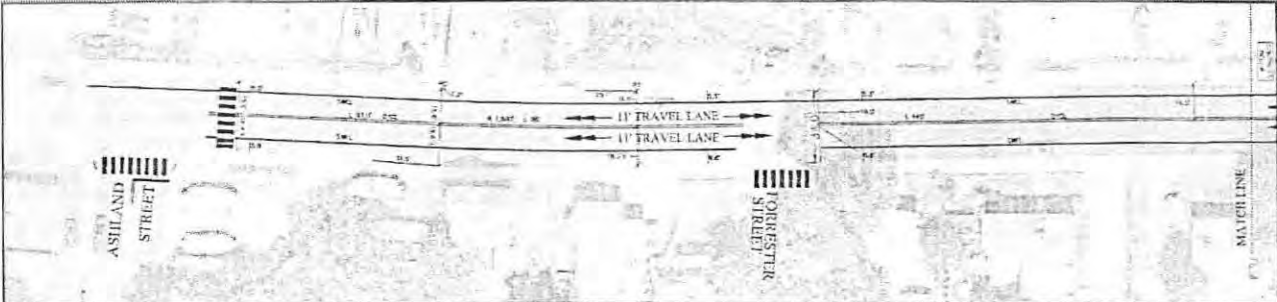
WHEREAS, the City of Newburyport Home Rule Charter provides at Section 2-5 that, except as otherwise provided by general law or by the charter, all powers of the City shall be vested in the City Council which shall provide for their exercise and for the performance of all duties and obligations imposed upon the City by law; and

WHEREAS, the Newburyport Code provides at Section 12-30 that the surveying and laying out, relocation or altering of a street, highway, or private way, or part thereof, shall be done under the supervision of the City Council; and

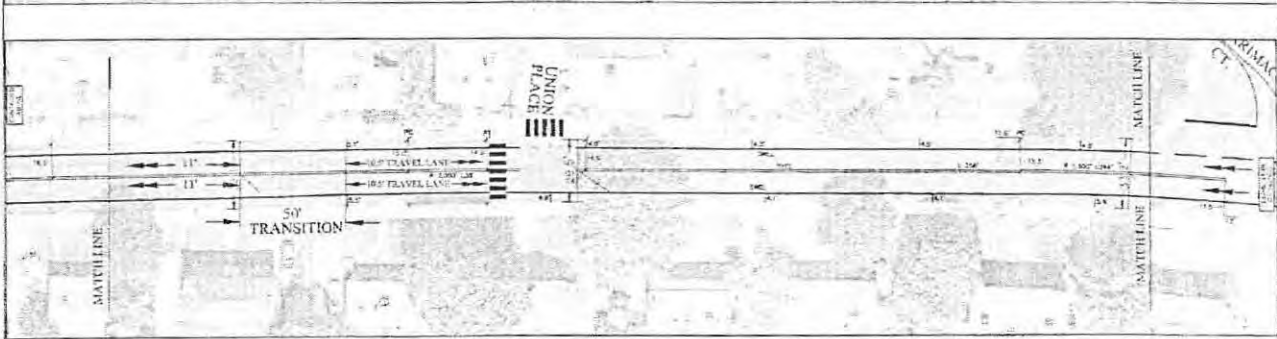
WHEREAS, the Newburyport Code provides at Section 13-46 that the City Council is authorized, and as to those signs and signals required under such code it shall be its duty, to place and maintain or cause to be placed and maintained all official traffic signs, signals, markings and safety zones;

NOW, THEREFORE, the City Council shall review and approve the Merrimac Street striping plan submitted herewith, and authorize the Department of Public Service and the City Engineer to use said plan and complete the same within 14 days from the date of approval of this order.

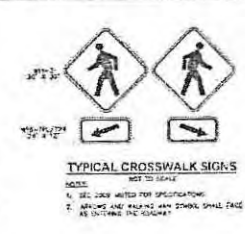
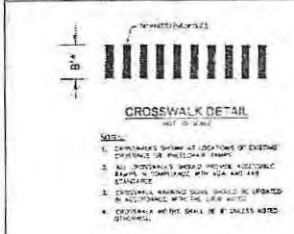
Councillor Christine Wallace



PREPARED BY
REGISTERED PROFESSIONAL ENGINEER
SUBCONSULTANT
PROJECT NO.
PROJECT NAME
DATE



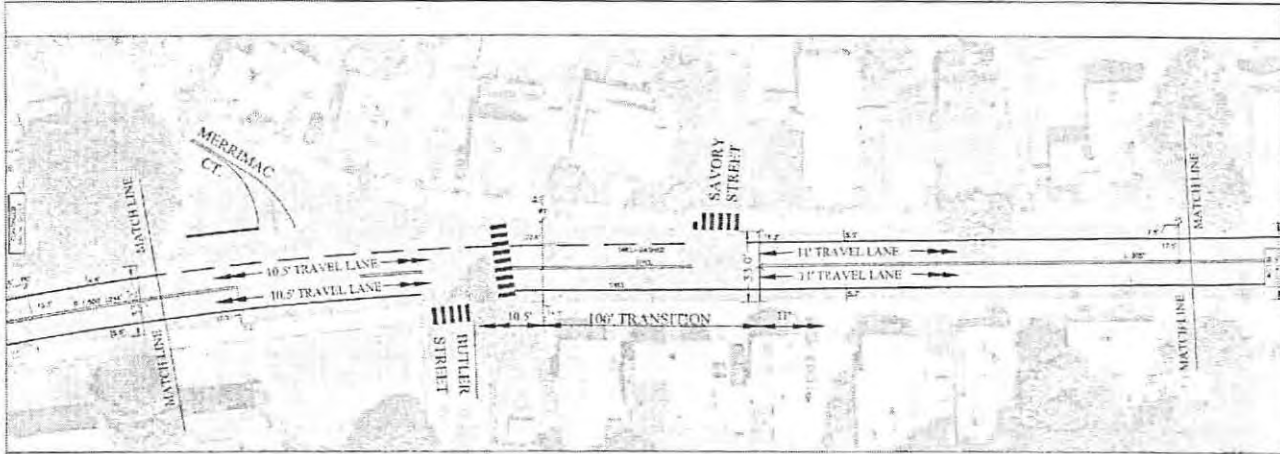
PROJECT NAME	Merrimac Street - Ashland to Broad
DATE	
PROJECT NO.	
PREPARED BY	
REGISTERED PROFESSIONAL ENGINEER	
SUBCONSULTANT	
PROJECT	
PROJECT NO.	
PROJECT NAME	
DATE	



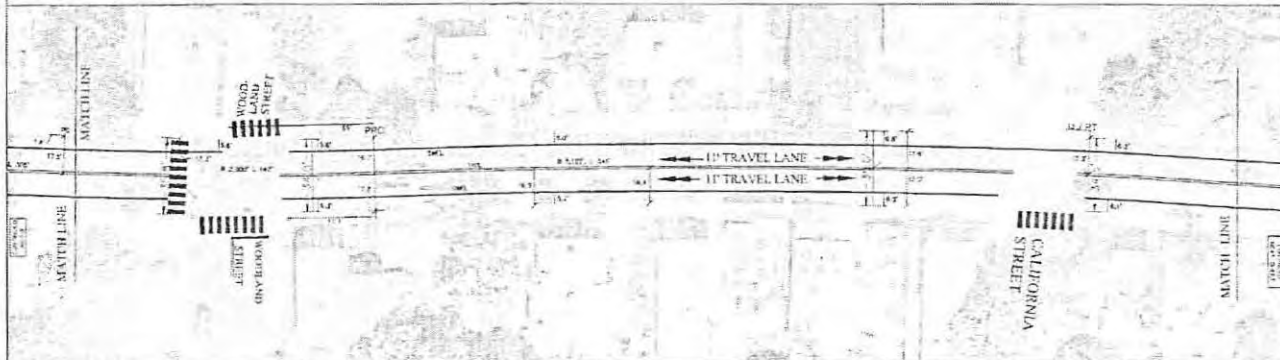
- PAVEMENT MARKING & SIGN NOTES**
1. ALL EXISTING SIGNS AND SIGN POSTS WITHIN THE PROJECT LIMITS SHALL BE RETAINED UNLESS OTHERWISE NOTED ON PLANS.
 2. ALL EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE PROPOSED PAVEMENT MARKINGS SHALL BE REMOVED BY AN APPROVED METHOD.
 3. ALL PROPOSED SIGN POSTS SHALL BE R/S TYPE TELESCOPIC POSTS.
 4. SIGNS OTHER THAN THOSE PROVIDED FOR IN THE MANUAL SHALL BE SET BACK 20' TO THE CURB AND FACING THE FRONT OF TRAFFIC.
 5. ALL SIGN SIGNS SHALL BE MOUNTED ON SIGN POSTS.
 6. SIGNS TO BE MOUNTED NEAR THE CURB LINE IN AREAS WITHOUT SIDEWALKS SHALL BE SET BACK 20' FROM THE EDGE OF THE SIGN PANEL TO THE CURB LINE. NO SIGN SHALL OVERLAP THE CURB LINE.
 7. ALL SIGNS SHALL BE MOUNTED TO PROVIDE A 7' MINIMUM CLEARANCE BETWEEN THE BOTTOM OF THE SIGN AND FINISHED GRADE.
 8. UNLESS NOTED OTHERWISE, PARKING SPACES FOR PERMITS SHALL BE 20' X 10' AT A 90° ANGLE. ADA SPACES SHALL BE 10' X 8' UNLESS OTHERWISE NOTED. PROVIDE 6" CURB RAMPING AT THE INTERSECTION BETWEEN THE TWO SPACES.
 9. VEHICLES INDICATED AS 'S' OR 'L' SHALL BE MOUNTED BETWEEN CURBS.

DATE	
PROJECT NAME	
PROJECT NO.	
PREPARED BY	
REGISTERED PROFESSIONAL ENGINEER	
SUBCONSULTANT	
PROJECT	
PROJECT NO.	
PROJECT NAME	
DATE	
SCALE	
DATE	
PROJECT NAME	
PROJECT NO.	
PREPARED BY	
REGISTERED PROFESSIONAL ENGINEER	
SUBCONSULTANT	
PROJECT	
PROJECT NO.	
PROJECT NAME	
DATE	

DESIGNED BY: CIVIL ENGINEERS & ARCHITECTS
1000 N. MAIN ST., SUITE 200
BOSTON, MA 02111
TEL: (617) 552-1234
FAX: (617) 552-1235
WWW.CIVIL-ENGINEERS-AND-ARCHITECTS.COM



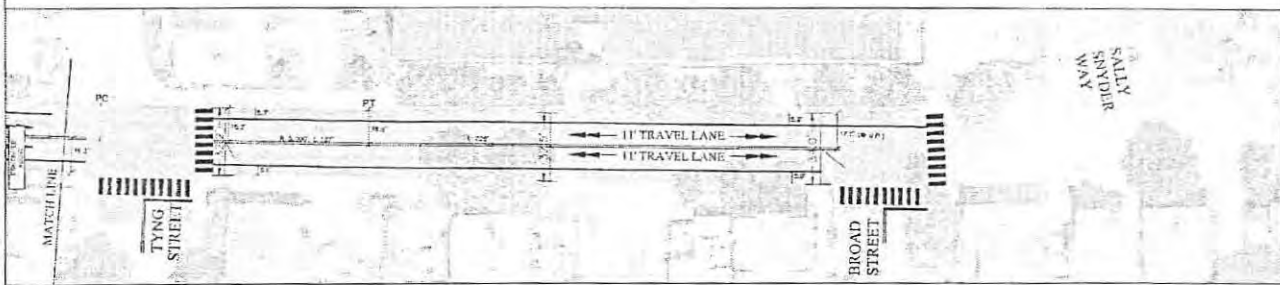
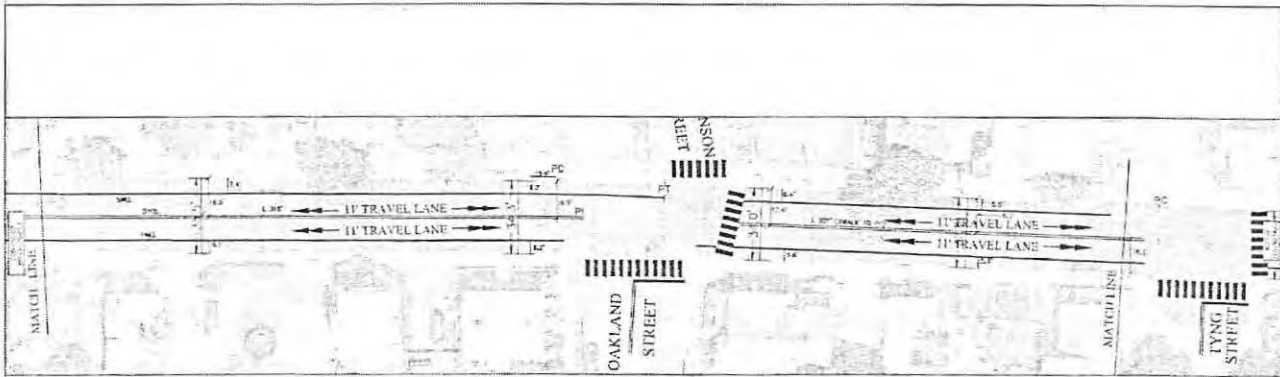
PREPARED BY
 REGISTERED PROFESSIONAL
 SUPERVISANT
 PROJECT
**Merrimac Street -
 Ashland to Broad**



TITLE
**Pavement Marking and
 Signing Plan II**

DATE	2/22/20
DESIGNED BY	SKC
CHECKED BY	SKC
DATE DATE	11/22/2019
SCALE	1" = 40'

WESTLEY CITY ENGINEERING DEPT.
 7-21-21



PREPARED BY	
REGISTERED PROFESSIONAL	
SUBCONSULTANT	
LOCAL AGENCY SOURCE NUMBER	
PROJECT	

Merrimac Street - Ashland to Broad

TITLE
 Pavement Marking and
 Signing Plans III

NO.	REVISION	DATE

DESIGNED BY	160
CHECKED BY	DJ
DATE	10/20/08
POSTED BY	DTB

SCALE	AS SHOWN (1" = 40')
VERTICAL ALIGNMENT	AS SHOWN (1" = 4')

DRAFTED BY: [NAME]
 2008