

**CITY COUNCIL “HYBRID”**  
**(REMOTE & IN PERSON) MEETING Agenda**

**July 12, 2021**

**Executive Session 7:00 pm**

**Regular Council Meeting 8:00 pm**

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

Zoom Details for Regular Session

Please click the link below to join the webinar:

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

Or One tap mobile :

US: +13017158592

Or Telephone:

US: +1 301 715

Webinar ID: 879 7793 4012

- 1. CALL TO ORDER FOR EXECUTIVE SESSION COMMENCING AT 7:00 PM TO DISCUSS LITIGATION RELATING TO AN APPEAL TO LAND COURT OF A PLANNING BOARD DECISION BY THE INSTITUTION FOR SAVINGS AND THE APPROVAL OF REORGANIZATION PLAN OF PHARMA.**

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- 2. CALL TO ORDER FOR REGULAR COUNCIL MEETING AT 8:00 PM**
- 3. LATE FILE**      COMM336\_07\_12\_2021 Purdue’s proposed plan of restructuring  
                         APPL043\_07\_12\_2021 Block Party Barton St, 8/14/2021  
                         Amended Language ODNC081\_06\_07\_2021  
                         COMM337\_07\_12\_2021 Central Congregational Request crosswalk painting  
                         ODNC084\_07\_12\_2021 Streets, Sidewalks, and Other Public Places  
                         Alterations and Maintenance
- 4. PUBLIC COMMENT**
- 5. MAYOR'S COMMENT**

**CONSENT AGENDA**

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

- 6. APPROVAL OF MINUTES**
  - June 17, 2021 City Council Meeting (Approve)
  - June 22, 2021 City Council Meeting (Approve)
  - June 28, 2021 City Council Meeting (Approve)
- 7. COMMUNICATIONS**
  - APPL042\_07\_12\_2021 IPA 5K 40 Parker St. 9/26/21 (PS)

8. TRANSFERS

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

9. APPOINTMENTS

- APPT259\_07\_12\_2021 Susan Chase 44 Oak St. Emma Andrews Library 10/29/2022

Re-Appointments

- APPT260\_07\_12\_2021 Patricia Peknik 4 Dove St. Historical Comm. 7/31/2024
- APPT261\_07\_12\_2021 Willem E. Van de Stadt 55 Highland St. Asst. Harbormaster 8/1/2024  
Shellfish Const./Sp. Police Officer

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

**Budget and Finance**

- ORDR262 06 28 2021 Accepting ARPA Grant (Amended in Cmte)
- ODNC082 06 28 2021 ARPA Fund
- COMM333 06 28 2021 American Rescue Plan Act of 2021 ARPA Funds
- TRAN106 06 28 2021 LIB Sal Staff \$5,000 to LIB Maint-Equipment \$5,000
- ORDR258 06 28 2021 Ch 59 Sec 5N Vet Property Tax Exemption
- ORDR259 06 28 2021 Ch. 59 Sec. 5K to allow the adjustments to the exemptions
- ORDR260 06 28 2021 Ch. 59 Sec. 5K, changing the income limits
- ORDR261 06 28 2021 Parks Gift Acceptance- Pioneer
- ORDR263 06 28 2021 FY22 Rec Revolving Fund Order

**Planning & Development**

- APPT255 06 28 2021 Robert Koup 36 Lime St. Planning Board 1/31/2024
- APPT248 05 24 2021 Christopher J. Fay 20 Strong St. Historical Comm. 5/31/2024
- APPT251 06 07 2021 Aileen Graf 2 Liberty St. Fruit St Hist Comm. 6/20/2024
- ODNC081 06 07 2021 Amended Quorum Historic Comm
- ORDR196 07 13 2020 Open Space and Recreation Plan 2020 (COTW)
- COMM215 01 13 2020 Ltr re: Colby Farm Open Space Beautification

**Public Safety**

- ODNC080 06 07 2021 Amended Union St Parking Restrictions
- APPL029 06 07 2021 Nbpt Half Marathon 10/24/2021
- APPL032 06 28 2021 NBPT Road Race 10/17/2021 Cashman Park
- APPL033 06 28 2021 Movable Sign Grand Trunk Corner Center St. & Water St.
- APPL034 06 28 2021 Block Party Bricher St. & Hill St. 7/31/2021
- APPL035 06 28 2021 Block Party Temple St. b/w Federal & Fair 8/15/2021
- APPL036 06 28 2021 Block Party Dove St. b/w Monroe & Merrimac 8/7/2021
- APPL037 06 28 2021 Block Party Cutters Ct. to Griffin Ct. 8/20/2021
- APPL039 06 28 2021 YHC Lion's Club Bed Race 8/5/2021

- APPL040 06 28 2021 Plum Island Summer Fest 7/30/2021-8/1/2021
- APPL041 06 28 2021 30<sup>th</sup> Annual Walk Against Domestic Violence 10/3/2021

## END OF CONSENT AGENDA

## REGULAR AGENDA

### 9. MAYOR'S UPDATE

### 10. COMMUNICATIONS

- APPL032\_06\_28\_2021 (Updated race date) NBPT Road Race 11/7/2021 Cashman Park
- APPL043\_07\_12\_2021 Late File Block Party Barton St, 8/14/2021
- COMM336\_07\_12\_2021 Purdue's proposed plan of restructuring
- COMM337\_07\_12\_2021 Central Congregational Request crosswalk painting

### 11. TRANSFERS

- TRAN107\_07\_12\_2021 EP Emergency Preamble with supporting Ltr from Mayor
- TRAN107\_07\_12\_2021 Fire Dept Ins. Health Ins Prem \$55,000 to Fire OT \$31,500, Fire dispatch OT \$10,000, and Fire Paid Holidays \$13,500

### 12. FIRST READING APPOINTMENTS

### 13. SECOND READING APPOINTMENTS

- APPT257\_06\_28\_2021 Erin Sheehy 2 River St. Council on Aging 5/31/2026
- APPT258\_06\_28\_2021 Nancy K. Alcorn 58 Merrimac St. Board of Registrars 3/31/2024

### 14. ORDERS

- ORDR264\_06\_28\_2021 Amending Rule 20A  
(Continued from June 28, 2021)

### 15. ORDINANCES

- ODNC079\_05\_24\_2021 Plumbing and Gas Fees Sec 5-111 & 5-112 Second Reading
- ODNC084\_07\_12\_2021 Streets, Sidewalks, and Other Public Places Alterations and Maintenance

### 16. COMMITTEE ITEMS

#### Ad Hoc Committee on Economic Development

##### *In Committee:*

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

##### *In Committee:*

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

#### Budget & Finance

##### *In Committee:*

- ORDR262 06 28 2021 Accepting ARPA Grant (Amended in Cmte)
- ODNC082 06 28 2021 ARPA Fund
- COMM333 06 28 2021 American Rescue Plan Act of 2021 ARPA Funds
- TRAN106 06 28 2021 LIB Sal Staff \$5,000 to LIB Maint-Equipment \$5,000
- ORDR258 06 28 2021 Ch 59 Sec 5N Vet Property Tax Exemption

- **ORDR259 06 28 2021 Ch. 59 Sec. 5K to allow the adjustments to the exemptions**
- **ORDR260 06 28 2021 Ch. 59 Sec. 5K, changing the income limits**
- **ORDR261 06 28 2021 Parks Gift Acceptance- Pioneer**
- **ORDR263 06 28 2021 FY22 Rec Revolving Fund Order**
- COMM311\_03\_08\_2021 Cllr Tontar letter re: KP Law Legal Opinion on Council Salaries
- ORDR252\_05\_24\_2021 Phillips Drive Loan Order
- COMM332\_06\_28\_2021 Phillips Drive Neighborhood Committee Letter

### Education

#### *In Committee:*

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

### General Government

#### *In Committee:*

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

### License & Permits

#### *In Committee:*

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

### Neighborhoods & City Services

#### *In Committee:*

- COMM234\_03\_30\_2020 Ltr from Newburyport Livable Streets March 11, 2020
- COMM285\_01\_27\_2021 Memorandum from Councillor Christine Wallace
- COMM299\_02\_08\_2021 Late File Phillips Dr. Neighborhood Committee Ltr
- COMM326\_05\_10\_2021 Late File Hale Street bicycle/pedestrian improvements (CIP)
- ORDR256\_06\_07\_2021 Intent to Lease 50 Parker St

### Planning & Development

#### *In Committee:*

- **APPT255 06 28 2021** **Robert Koup** **36 Lime St.** **Planning Board** **1/31/2024**
- **APPT248 05 24 2021** **Christopher J. Fay** **20 Strong St.** **Historical Comm.** **5/31/2024**
- **APPT251 06 07 2021** **Aileen Graf** **2 Liberty St.** **Fruit St Hist Comm.** **6/20/2024**
- **ODNC081 06 07 2021 Amended Quorum Historic Comm (UPDATED 7/8/21)**
- **ORDR196 07 13 2020 Open Space and Recreation Plan 2020 (COTW)**
- **COMM215 01 13 2020 Ltr re: Colby Farm Open Space Beautification**
- ODNC046\_01\_27\_2020 Zoning Amendment - Short Term Rental Units Definition
- COMM231\_03\_09\_2020 Ltr re: Short-Term Rental Ordinance
- ODNC076\_05\_10\_2021 Proposed Zoning Amendment Mini-Reform (COTW)
- COMM282\_01\_27\_2021 Ltr from Jim McCarthy re: Sign Proposal

- ODNC083\_06\_28\_2021 Zoning-Amendment-I-95-Wind-Corridor

## Public Safety

### *In Committee:*

- ODNC080 06 07 2021 Amended Union St Parking Restrictions
- APPL029 06 07 2021 Nbpt Half Marathon 10/24/2021
- APPL032 06 28 2021 NBPT Road Race 10/17/2021 Cashman Park
- APPL033 06 28 2021 Movable Sign Grand Trunk Corner Center St. & Water St.
- APPL034 06 28 2021 Block Party Bricher St. & Hill St. 7/31/2021
- APPL035 06 28 2021 Block Party Temple St. b/w Federal & Fair 8/15/2021
- APPL036 06 28 2021 Block Party Dove St. b/w Monroe & Merrimac 8/7/2021
- APPL037 06 28 2021 Block Party Cutters Ct. to Griffin Ct. 8/20/2021
- APPL039 06 28 2021 YHC Lion's Club Bed Race 8/5/2021
- APPL040 06 28 2021 Plum Island Summer Fest 7/30/2021-8/1/2021
- APPL041 06 28 2021 30<sup>th</sup> Annual Walk Against Domestic Violence 10/3/2021
- COMM216\_01\_13\_2020 Ltr re: Ban the Use of Glyphosate
- APPT165\_04\_13\_2020 Dr. Robin Blair 18 Market St. Board of Health 4/30/2023
- COMM243\_05\_11\_2020 Ltr from Jane Rascal re: NMMCD
- ORDR200\_07\_30\_2020 List of Crosswalks Amended
- COMM283\_01\_27\_2021 Ltr from Jim McCarthy-speed limit
- COMM328\_05\_10\_2021 Petition 25 mph Ferry & Laurel Rds.
- COMM334\_06\_28\_2021 Crosswalk Rawson Ave/High St/Highland Ave
- COMM335\_06\_28\_2021 Safety Review Rawson Ave Ltr. Daniel Blest
- APPT256\_06\_28\_2021 Mark Murray Marshal 6/30/2026  
Newburyport  
Police Dept.

## Public Utilities

### *In Committee:*

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

## Rules

### *In Committee:*

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

## 17. GOOD OF THE ORDER

## 18. ADJOURNMENT

## CONSENT AGENDA

## SPECIAL CITY COUNCIL MEETING MINUTES

**Thursday, June 17, 2021**

**8:00 PM**

City Council in Council Chambers  
City Hall, 60 Pleasant St, Newburyport, MA

**Please click the link below to join the webinar:**

<https://us02web.zoom.us/j/87227733055>

Or One tap mobile :

US: +19292056099,

Or Telephone:

Dial:

US: +1 929 205 6099

Webinar ID: 872 2773 3055

- *\*Please note this is an in-person Council meeting and the acceptable reasons for participating remotely include one or more of the following: (a) personal illness, (b) personal disability, (c) emergency, (d) military service or (e) geographic distance.*

### **1. CALL TO ORDER**

The City Council President, Jared Eigerman, called the City Council meeting to order at 7:30 pm and asked the City Clerk, Richard B. Jones, to call the roll. The following City Councillors answered present Khan, Lane, McCauley, Connell, Shand, Tontar, Vogel, Wallace, Zeid, and Eigerman. 10 present, 1 absent (JD)  
Counillor Devlin present at 8:10 pm

### **2. PUBLIC COMMENT**

Robert Cronin 126 Merrimac St.  
Mary Anne Clancy 16 Neptune St.  
Lois Honegger 57 Cutter Ln.  
Carol Levasseur 5 R Water St.  
Jack Santos 10 Spring St.

## **AGENDA**

### **3. APPL038\_06\_17\_2021 Firehouse Event at City Waterfront Land, 6/18/2021**

Motion to amend the dates to end June 27, 2021, then continue the remaining dates to the Council meeting on June 28, 2021 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes. Motion to approve as amended by Councillor Khan, seconded by Councillor Shand. Roll call vote. 11 yes. Motion passes.

### **9. ADJOURNMENT**

Motion to adjourn at 9:05 pm by Councillor Vogel, seconded by Councillor Zeid. Roll call vote. Motion passes.

**CITY COUNCIL “HYBRID”**  
**(REMOTE & IN PERSON) MEETING MINUTES**

**June 22, 2021**

**7:30 pm**

**LOCATION: City Hall, 60 Pleasant St, Newburyport**

As legally noticed, this is a Charter required Budget Hearing  
and also a it is Council Meeting.

This is a Hybrid/Remote meeting and  
there is the option to come in person or connect  
through the Zoom Details below:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83725428959>

or By Phone: Dial 312-626-6799 Webinar ID: 837 2542 8959

**1. ELECTION**

Election for a Pro tempore City Council President held by the City Clerk on a roll call vote. 9 Councillor Vogel, 2 Councillor Tontar. Councillor Vogel is elected.

**2. CALL TO ORDER**

**3.** The City Council President Pro tempore Bruce Vogel called the City Council meeting  
**4.** to order at 7:30 pm and asked the City Clerk, Richard B. Jones, to call the roll. The following City Councillors answered present Khan, Lane, McCauley, Shand, Tontar, Vogel, Wallace, Zeid, Devlin, and Eigerman. 10 present, 2 using Zoom as a platform (AK, JE). 1 absent (BC).

Councillor Connell present at 7:33pm

The City Clerk read the meeting notice.

Motion to accept the changes collectively (see attached) to ORDR248\_05\_10\_2021 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.

**5. LATE FILE**

**6. PUBLIC COMMENT**

Bruce Menin 148 High St.

Jane Snow 9 Coffin St.

Brian Callahan 29 Warren St.

Keith Eddings 8 Spring St.

Sean Reardon 5 Lois St.

**7. MAYOR'S COMMENT**

Motion to close public hearing by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 11 yes. Motion passes.

**REGULAR AGENDA**

**9. MAYOR'S UPDATE**

**10. FIRST READING APPOINTMENTS**

- APPT254\_06\_22\_2021 EP           Emergency Preamble to Building Inspector appointment  
Motion to approve Emergency Preamble by Councillor Eigerman, seconded by Councillor Connell.  
Councillors Eigerman and Connell withdraw their motion. Motion to receive and file the EP by  
Councillor Zeid, seconded by Councillor Khan. Roll call vote. 10 yes, 1 no (BV). Motion passes.



- APPT254\_06\_22\_2021 Dennis Morel, Jr 83 Bow Ridge Building Inspector 12/31/2023  
Lynn, MA

Motion to refer to Planning and Development by Councillor Zeid, seconded by Councillor Shand. Roll call vote. 11 yes. Motion passes.

## 11. ORDERS

## 12. ORDINANCES

## 13. COMMITTEE ITEMS

### Ad Hoc Committee on Economic Development

#### *In Committee:*

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

#### *In Committee:*

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

### Budget & Finance

#### *In Committee:*

- COMM311\_03\_08\_2021 Cllr Tontar letter re: KP Law Legal Opinion on Council Salaries

- **ORDR248\_05\_10\_2021 Budget Order 2022 w/memo from the Mayor**

Motion to remove from committee by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 11 yes. Motion passes. Motion to approve as amended by Councillor Zeid, seconded by Councillor Tontar.

Motion to amend 53801 Parking signage to reduce from \$7500 to \$1000 by Councillor Eigerman, seconded by Councillor Devlin. Roll call vote. 10 yes, 1 no (BV)

Motion to amend 57801 Mayor misc expense reduce from \$10K to \$8K by Councillor Devlin, seconded by Councillor McCauley. Roll call vote. 6 yes, 5 no (AK, BC, HS, CT, BV). Motion passes.

Motion to amend 59100 Debit principal remove \$100K by Councillor Zeid, seconded by Councillor Devlin. Roll call vote. 9 no, 2 yes (SZ, JD). Motion fails.

Motion to amend 59663 Stabilization fund reducing to \$0 by Councillor Eigerman, seconded by Councillor Devlin. Roll call vote. 6 yes, 5 no (AK, BC, HS, CT, BV). Motion passes.

Motion to amend 53201 Education purchase of services to reduce by \$300K by Councillor McCauley, seconded by Councillor Devlin. Roll call vote. 10 no, 1 yes (JM). Motion fails.

Motion to amend 51404 Youth services travel allowance remove \$1200 increase by Councillor McCauley, seconded by Councillor Devlin. Roll call vote. 8 yes, 3 no (HS, CT, BV) Motion passes.

Motion to amend 52101 Highway heat reduce by \$2500 by Councillor Eigerman, seconded by Councillor Devlin. Roll call vote. 7 yes, 4 no (BC, HS, CT, BV). Motion passes.

Motion to amend 51901 Parks downtown improvement labor reduce from \$24K to \$12K by Councillor Zied, seconded by Councillor Lane. Roll call vote. 10 no, 1 yes (SZ). Motion fails.

Motion to amend 54200 Parks supplies deuce by \$1300 by Councillor adevlin, seconded by Councillor Lane. Roll call vote. 7 no, 4 yes (BL, CW, SZ,JD). Motion fails.

Motion to amend 58401 Parks reduce from \$24K back to \$12K by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 7 yes, 4 no (BV, HS, CT, BV). Motion passes.

Brief recess to compile changes made on the floor.

Roll call vote on motion on the floor to approve as amended by Councillor Zeid, seconded by Councillor Tontar. 11 Yes. Motion passes.

- TRAN097\_05\_24\_2021 Gen. Fund-Free Cash \$65,260.87 & HWY Streetlights \$50,000 to Snow & Ice Labor \$238.00 & Snow & Ice-Expenses \$115,498.87
- TRAN098\_05\_24\_2021 Multiple Accounts Transfer Appropriation Request \$3,071,492.00 to

- Multiple FY2022 Capital & Reserves \$3,071,492.00 (COTW)
- ORDR252\_05\_24\_2021 Phillips Drive Loan Order
- ODNC079\_05\_24\_2021 Plumbing and Gas Fees Sec 5-111 & 5-112
- TRAN099\_06\_07\_2021 Lib Staff 8,519.00 to GEN Heat/Elec 8,500.00, HR 19.00
- TRAN100\_06\_07\_2021 RRFA Wtrfrnt 16,580.22 to PKG Main 16,580.22
- TRAN101\_06\_07\_2021 Wtr Ret Earnings 194,000 to Fund Bal 100,000, CIP Lease 94,000
- TRAN102\_06\_07\_2021 Sew Ret Earnings 149,000 to Fund Bal 100,000, CIP Lease 49,000
- TRAN103\_06\_07\_2021 Free Cash 24,000 to CIP Lease 24,000
- TRAN104\_06\_07\_2021 Free Cash 110,000 to FF Sal 53K, FF OT 45K, Dispatch 12K
- TRAN105\_06\_07\_2021 Lib Staff 3,475.00 to Rental 525, Supplies 1,500, Fuel 1,450
- ORDR254\_06\_07\_2021 Increase to spending limit Electrical Insp.
- ORDR255\_06\_07\_2021 FY 2022 Revolving Funds

## Education

### *In Committee:*

- COMM273\_10\_13\_2020 Ltr of Non-Support from Mayor on Acts of 1987
- **COMM329\_05\_24\_2021 Statement of Interest, School Building Authority**  
Motion to remove from committee by Councillor Zeid, seconded by Councillor Connell. Roll call vote . 11 yes. Motion passes. Motion to approve by Councillor Khan, seconded by Councillor Connell . Roll call vote. 11 yes. Motion passes.

## General Government

### *In Committee:*

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

## License & Permits

### *In Committee:*

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

## Neighborhoods & City Services

### *In Committee:*

- COMM234\_03\_30\_2020 Ltr from Newburyport Livable Streets March 11, 2020
- COMM285\_01\_27\_2021 Memorandum from Councillor Christine Wallace
- COMM299\_02\_08\_2021 Late File Phillips Dr. Neighborhood Committee Ltr
- COMM326\_05\_10\_2021 Late File Hale Street bicycle/pedestrian improvements (CIP)
- ORDR256\_06\_07\_2021 Intent to Lease 50 Parker St
- 

## Planning & Development

### *In Committee:*

- COMM215\_01\_13\_2020 Ltr re: Colby Farm Open Space Beautification
- ODNC046\_01\_27\_2020 Zoning Amendment - Short Term Rental Units Definition
- COMM231\_03\_09\_2020 Ltr re: Short-Term Rental Ordinance
- ORDR196\_07\_13\_2020 Open Space and Recreation Plan 2020 (COTW)

- ODNC076\_05\_10\_2021 Proposed Zoning Amendment Mini-Reform (COTW)
- APPT248\_05\_24\_2021 Christopher J. Fay 20 Strong St. Historical Comm. 05/31/2024
- COMM282\_01\_27\_2021 Ltr from Jim McCarthy re: Sign Proposal
- APPT251\_06\_07\_2021 Aileen Graf 2 Liberty Street Fruit St. Historical Comm 06/20/2024
- ODNC081\_06\_07\_2021 Amended Quorum Historic Comm

**Public Safety**

*In Committee:*

- COMM216\_01\_13\_2020 Ltr re: Ban the Use of Glyphosate
- APPT165\_04\_13\_2020 Dr. Robin Blair,18 Market St. Board of Health 4/30/2023
- COMM243\_05\_11\_2020 Ltr from Jane Rascal re: NMMCD
- ORDR200\_07\_30\_2020 List of Crosswalks Amended
- COMM283\_01\_27\_2021 Ltr from Jim McCarthy-speed limit
- APPL023\_03\_08\_2021 Late File Event App The Moving Wall
- COMM328\_05\_10\_2021 Late File Petition 25 mph Ferry & Laurel Rds.
- APPL025\_06\_07\_2021 Block Party Lafayette St. 8/7/2021
- APPL026\_06\_07\_2021 Lyons Road Race 8/3/2021
- APPL027\_06\_07\_2021 Chocolate Tour 10/2/2021
- APPL028\_06\_07\_2021 GNOCA 5K Walk/Run 9/26/2021
- APPL029\_06\_07\_2021 Nbpt Half Marathon 10/24/2021
- APPL030\_06\_07\_2021 50's Car Show 8/12/2021
- APPL031\_06\_07\_2021 Late File Events Yankee Homecoming
- ODNC080\_06\_07\_2021 Amended Union St Parking Restrictions

**Public Utilities**

*In Committee:*

- COMM290\_02\_08\_2021 Falmouth Broadband Feasibility Study (full text in Clerk's office)
- COMM295\_02\_08\_2021 Best Best & Krieger Small Cells Order Annual Meeting
- COMM296\_02\_08\_2021 Natoa FCC Small Wireless Facilities Rules Compliance Guide
- ORDR257\_06\_07\_2021 Water & Sewer Rates

**Rules**

*In Committee:*

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

**14. GOOD OF THE ORDER**

**15. ADJOURNMENT**

Motion to adjourn at 10:41 pm by Councillor Tontar, seconded by Councillor Lane. Roll call vote. 11 yes. Motion passes.

**CITY COUNCIL “HYBRID”**  
**(REMOTE & IN PERSON) MEETING MINUTES**

**June 28, 2021**

**7:30 pm**

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

Zoom Details

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Or One tap mobile :

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Webinar ID: 879 7793 4012

**1. CALL TO ORDER**

The City Council President pro tempore, Barry Connell, called the City Council meeting to order at 7:30 pm and asked the City Clerk, Richard B. Jones, to call the roll. The following City Councillors answered present Lane, McCauley, Shand, Tontar, Vogel, Wallace, Zeid, Connell, and Devlin. 9 present, 2 using Zoom as a platform (BL, BV). 2 absent (AK, JE).

**2. LATE FILE**

- APPT256\_06\_28\_2021 Mark Murray Marshal Newburyport Police Dept. 6/30/2026
  - APPT257\_06\_28\_2021 Erin Sheehy 2 River St. Council on Aging 5/31/2026
  - APPT258\_06\_28\_2021 Nancy K. Alcorn 58 Merrimac St. Board of Registrars 3/31/2024
  - ORDR263\_06\_28\_2021 FY22 Rec Revolving Fund Order
  - ORDR264\_06\_28\_2021 Amending Rule 20A
  - APPL041\_06\_28\_2021 30<sup>th</sup> Annual Walk Against Domestic Violence 10/3/2021
- Motion to waive the rules and accept the late file items by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

**3. PUBLIC COMMENT**

Dennis Morel, Jr. 83 Bow Ridge, Lynn  
Robert Koup 36 Lime St.  
Kathleen O'Connor Ives 2 Prince Pl.  
MaryAnne Clancy 16 Neptune St.  
Jennie Donahue 18 Cherry St.

**4. MAYOR'S COMMENT**

**CONSENT AGENDA**

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

**5. APPROVAL OF MINUTES**

- June 7, 2021 City Council Meeting (Approve)

**6. COMMUNICATIONS**

- APPL032\_06\_28\_2021 NBPT Road Race 10/17/2021 Cashman Park (PS)
- APPL033\_06\_28\_2021 Movable Sign Grand Trunk Corner Center St. & Water St. (PS)
- APPL034\_06\_28\_2021 Block Party Bricher St. & Hill St. 7/31/2021 (PS)
- APPL035\_06\_28\_2021 Block Party Temple St. b/w Federal & Fair 8/15/2021 (PS)
- APPL036\_06\_28\_2021 Block Party Dove St. b/w Monroe & Merrimac 8/7/2021 (PS)
- APPL037\_06\_28\_2021 Block Party Cutters Ct. to Griffin Ct. 8/20/2021 (PS)
- APPL039\_06\_28\_2021 YHC Lion’s Club Bed Race 8/5/2021 (PS)
- APPL040\_06\_28\_2021 Plum Island Summer Fest 7/30/2021-8/1/2021 (PS)
- COMM332\_06\_28\_2021 Phillips Drive Neighborhood Committee Letter (B&F)
- COMM333\_06\_28\_2021 American Rescue Plan Act of 2021 ARPA Funds (B&F)
- COMM334\_06\_28\_2021 Crosswalk Rawson Ave/High St/Highland Ave (N&CS)
- COMM335\_06\_28\_2021 Safety Review Rawson Ave Ltr. Daniel Blest (N&CS)

COMM334\_06\_28\_2021 and COMM335\_06\_28\_2021 removed from Consent Agenda at request of Councillor Wallace.

**7. TRANSFERS**

- TRAN106\_06\_28\_2021 LIB Sal Staff \$5,000 to LIB Maint-Equipment \$5,000 (B&F)

**8. APPOINTMENTS**

- \*APPT255\_06\_28\_2021 Robert Koup 36 Lime St. Planning Board 1/31/2024  
\*Referred to Planning & Development

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

**Budget and Finance**

- TRAN097\_05\_24\_2021 Gen. Fund-Free Cash \$65,260.87 & HWY Streetlights \$50,000 to Snow & Ice Labor \$238.00 & Snow & Ice-Expenses \$115,498.87
- TRAN098\_05\_24\_2021 Multiple Accounts Transfer Appropriation Request \$3,071,492.00 to Multiple FY2022 Capital & Reserves \$3,071,492.00 (COTW)
- ODNC079\_05\_24\_2021 Plumbing and Gas Fees Sec 5-111 & 5-112
- TRAN099\_06\_07\_2021 Lib Staff 8,519.00 to GEN Heat/Elec 8,500.00, HR 19.00
- TRAN100\_06\_07\_2021 RRFA Wtrfrnt 16,580.22 to PKG Main 16,580.22
- TRAN101\_06\_07\_2021 Wtr Ret Earnings 194,000 to Fund Bal 100,000, CIP Lease 94,000
- TRAN102\_06\_07\_2021 Sew Ret Earnings 149,000 to Fund Bal 100,000, CIP Lease 49,000
- TRAN103\_06\_07\_2021 Free Cash 24,000 to CIP Lease 24,000
- TRAN104\_06\_07\_2021 Free Cash 110,000 to FF Sal 53K, FF OT 45K, Dispatch 12K
- TRAN105\_06\_07\_2021 Lib Staff 3,475.00 to Rental 525, Supplies 1,500, Fuel 1,450
- ORDR254\_06\_07\_2021 Increase to spending limit Electrical Insp.
- ORDR255\_06\_07\_2021 FY 2022 Revolving Funds

### Public Safety

- APPL025\_06\_07\_2021 Block Party Lafayette St. 8/7/2021
- APPL026\_06\_07\_2021 Lyons Road Race 8/3/2021
- APPL027\_06\_07\_2021 Chocolate Tour 10/2/2021
- APPL028\_06\_07\_2021 GNOCA 5K Walk/Run 9/26/2021
- APPL029\_06\_07\_2021 Nbpt Half Marathon 10/24/2021
- Removed from Consent Agenda at the request of Councillor McCauley
- APPL030\_06\_07\_2021 50's Car Show 8/12/2021
- APPL031\_06\_07\_2021 Yankee Homecoming 7/31/21-8/8/21
- APPL023\_03\_08\_2021 The Moving Wall 9/2021

### Public Utilities

- ORDR257\_06\_07\_2021 Water & Sewer Rates

Motion to approve the Consent Agenda as amended by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

## END OF CONSENT AGENDA

## REGULAR AGENDA

### 9. MAYOR'S UPDATE

Motion to receive and file by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

### 10. COMMUNICATIONS

- APPL041\_06\_28\_2021 Late File 30<sup>th</sup> Annual Walk Against Domestic Violence 10/3/2021  
Motion to refer to Public Safety by Councillor McCauley, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

- APPL038\_06\_17\_2021 Firehouse Event at City Waterfront Land on June 18, 2021  
(Continued from June 17, 2021)

Motion to approve dates until 7/25/2021 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

### 11. FIRST READING APPOINTMENTS

- APPT256\_06\_28\_2021 Late File Mark Murray Marshal Newburyport Police Dept. 6/30/2026
- APPT257\_06\_28\_2021 Late File Erin Sheehy 2 River St. Council on Aging 5/31/2026
- APPT258\_06\_28\_2021 Late File Nancy K. Alcorn 58 Merrimac St. Board of Registrars 3/31/2024

Motion to refer APPT256\_06\_28\_2021 to Public Safety by Councillor McCauley, seconded by Councillor Devlin. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to approve collectively on 1<sup>st</sup> Reading APPT257\_06\_28\_2021 and APPT258\_06\_28\_2021 by Councillor Zeid, seconded by Councillor Shand. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

### 12. SECOND READING APPOINTMENTS

- APPT250\_06\_07\_2021 Theresa Rooney 7R Beacon St. COA 5/31/2026

- APPT252\_06\_07\_2021 Adam Armstrong 5 Buck St Harbor Comm 4/01/2024
- APPT253\_06\_07\_2021 Ahmer Ibrahim 85 Prospect St HRC 6/30/2024  
Motion to approve collectively on 2nd Reading APPT250\_06\_07\_2021, APPT252\_06\_07\_2021, and APPT253\_06\_07\_2021 by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

### 13. ORDERS

- ORDR258\_06\_28\_2021 Ch 59 Sec 5N Vet Property Tax Exemption
- ORDR259\_06\_28\_2021 Ch. 59 Sec. 5K to allow the adjustments to the exemptions
- ORDR260\_06\_28\_2021 Ch. 59 Sec. 5K, changing the income limits  
Motion to refer collectively to Budget & Finance ORDR\_06\_28\_2021, ORDR259\_06\_28\_2021, and ORDR260\_06\_28\_2021 by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- ORDR261\_06\_28\_2021 Parks Gift Acceptance- Pioneer  
Motion to refer to Budget & Finance by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- ORDR262\_06\_28\_2021 Accepting ARPA Grant  
Motion to refer to Budget & Finance by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- ORDR263\_06\_28\_2021 Late File FY22 Rec Revolving Fund Order  
Motion to refer to Budget & Finance by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- ORDR264\_06\_28\_2021 Late File Amending Rule 20A  
Motion to continue to date certain, July 12, 2021 by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

### 14. ORDINANCES

- ODNC077\_05\_10\_2021 2<sup>nd</sup> Reading Merrimac St. Parking Restrictions  
Motion to approve on 2<sup>nd</sup> Reading by Councillor Wallace, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- ODNC082\_06\_28\_2021 ARPA Fund  
Motion to refer to Budget & Finance by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- ODNC083\_06\_28\_2021 Zoning-Amendment-I-95-Wind-Corridor  
Motion to refer to Planning & Development by Councillor Shand, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

### 15. COMMITTEE ITEMS

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

##### *In Committee:*

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

##### *In Committee:*

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

#### **Budget & Finance**

##### *In Committee:*

- COMM311\_03\_08\_2021 Cllr Tontar letter re: KP Law Legal Opinion on Council Salaries

- ORDR248\_05\_10\_2021 Budget Order 2022 w/memo from the Mayor
- **TRAN097 05 24 2021 Gen. Fund-Free Cash \$65,260.87 & HWY Streetlights \$50,000 to Snow & Ice Labor \$238.00 & Snow & Ice-Expenses \$115,498.87**

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

- **TRAN098 05 24 2021 Multiple Accounts Transfer Appropriation Request \$3,071,492.00 to Multiple FY2022 Capital & Reserves \$3,071,492.00 (COTW)**

Motion to amend HW002 and HW003 to include plans to be submitted to the City Council prior to the start of each project by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes. Motion to approve as amended HW002 and HW003 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to approve HW007 by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to approve HW001 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to approve HW009 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to approve HW012 by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to approve HW013 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to approve collectively DPS Sewer Water St. Lift Station \$134K and DPS Sewer Storey Ave. Pump Station Rehabilitation \$100K by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to approve DPS Water Watershed/Public Water Supply Protection \$200K by Councillor Zeid, seconded by Councillor Wallace. Roll call vote. 6 yes, 3 no (SZ, BC, JD) 2 absent (AK, JE). Motion passes.

Motion to approve DPS Water Lower Artichoke Reservoir Dam Improvement \$150K by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to approve Finance Stabilization Trust Fund \$200K by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 7 yes, 2 no (SZ, JM) 2 absent (AK, JE). Motion passes.

Motion to approve Finance Compensated Absences Fund \$175K by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 8 yes, 1 no (SZ), 2 absent (AK, JE). Motion passes.

Motion to approve Finance Other Post-Employment Benefits Trust Fund \$100K by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to approve Fire Hose Replacements FD006 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to approve IT Hardware IT001 \$245K by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to receive and file Parks Field Office PK016 \$65K by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to approve parks Pickup Truck with Plow \$43,800 by Councillor Zeid, seconded by Councillor Shand. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to approve Parks Infield Groomer \$15K by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 6 yes, 3 no (JM, SZ, JD) 2 absent (AK, JE). Motion passes.

Motion to approve Planning & Development Traffic/safety Improvement Projects \$100K 15K by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 8 yes, 1 no (SZ) 2 absent (AK, JE). Motion passes.

Motion to approve Police Surveillance Camera Integration PD001 \$185K by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 7 yes, 2 no (BC, JD) 2 absent (AK, JE). Motion passes.

Motion to approve Police Electric Cruiser Pilot Program PD010 \$60K by Councillor Zeid, seconded by



Councillor Tontar. Roll call vote. 7 yes, 2 no (BV, SZ) 2 absent (AK, JE). Motion passes.  
 Motion to approve Collectively Police Dive Team Equipment PD006 \$41,600, Police six Radar Units PD005 \$25K, and Police Records Room PD008 \$20K by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes 2 absent (AK, JE). Motion passes.  
 Motion to approve Police 25 Body Worn Cameras PD011 \$3,412 by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.  
 Motion to receive and file Schools Toro Groundskeeper 3500 \$35,720 and Schools Snow Thrower Attachment Plow \$17,500 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

- ORDR252\_05\_24\_2021 Phillips Drive Loan Order
- **ODNC079\_05\_24\_2021 Plumbing and Gas Fees Sec 5-111 & 5-112**  
 Motion to approve 1<sup>st</sup> Reading by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 8 yes, 1 no (JD) 2 absent (AK, JE). Motion passes.
- **TRAN099\_06\_07\_2021 Lib Staff 8,519.00 to GEN Heat/Elec 8,500.00, HR 19.00**  
 Motion to approve by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- **TRAN100\_06\_07\_2021 RRFA Wtrfrnt 16,580.22 to PKG Main 16,580.22**  
 Motion to approve by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- **TRAN101\_06\_07\_2021 Wtr Ret Earnings 194,000 to Fund Bal 100,000, CIP Lease 94,000**
- **TRAN102\_06\_07\_2021 Sew Ret Earnings 149,000 to Fund Bal 100,000, CIP Lease 49,000**
- **TRAN103\_06\_07\_2021 Free Cash 24,000 to CIP Lease 24,000**  
 Motion to approve collectively TRAN101\_06\_07\_2021, TRAN102\_06\_07\_2021, and TRAN103\_06\_07\_2021 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- **TRAN104\_06\_07\_2021 Free Cash 110,000 to FF Sal 53K, FF OT 45K, Dispatch 12K**  
 Motion to approve by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- **TRAN105\_06\_07\_2021 Lib Staff 3,475.00 to Rental 525, Supplies 1,500, Fuel 1,450**  
 Motion to approve by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- **ORDR254\_06\_07\_2021 Increase to spending limit Electrical Insp.**
- **ORDR255\_06\_07\_2021 FY 2022 Revolving Funds**  
 Motion to approve collectively ORDR256\_06\_07\_2021 and ORDR255\_06\_07\_2021 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

## Education

### *In Committee:*

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

## General Government

### *In Committee:*

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

## License & Permits

### *In Committee:*

- ODNC047\_01\_27\_2020 General Ordinance - Short Term Rental Units Rules

- COMM229\_02\_24\_2020 Ltr re: Implementation of Short-Term Rental Ordinance

## Neighborhoods & City Services

### *In Committee:*

- COMM234\_03\_30\_2020 Ltr from Newburyport Livable Streets March 11, 2020
- COMM285\_01\_27\_2021 Memorandum from Councillor Christine Wallace
- COMM299\_02\_08\_2021 Late File Phillips Dr. Neighborhood Committee Ltr
- COMM326\_05\_10\_2021 Late File Hale Street bicycle/pedestrian improvements (CIP)
- ORDR256\_06\_07\_2021 Intent to Lease 50 Parker St

## Planning & Development

### *In Committee:*

- COMM215\_01\_13\_2020 Ltr re: Colby Farm Open Space Beautification
- ODNC046\_01\_27\_2020 Zoning Amendment - Short Term Rental Units Definition
- COMM231\_03\_09\_2020 Ltr re: Short-Term Rental Ordinance
- ORDR196\_07\_13\_2020 Open Space and Recreation Plan 2020 (COTW)
- ODNC076\_05\_10\_2021 Proposed Zoning Amendment Mini-Reform (COTW)
- APPT248\_05\_24\_2021 Christopher J. Fay 20 Strong St. Historical Comm. 5/31/2024
- APPT251\_06\_07\_2021 Aileen Graf 2 Liberty St. Fruit St Hist Comm. 6/20/2024
- ODNC081\_06\_07\_2021 Amended Quorum Historic Comm
- COMM282\_01\_27\_2021 Ltr from Jim McCarthy re: Sign Proposal
- **APPT254\_06\_22\_2021** **Dennis Morel, Jr** **83 Bow Ridge** **Building Inspector** **12/31/2023**  
**Lynn, MA**

Motion to waive the rules and remove from committee by Councillor Shand, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes. Motion to approve by Councillor Shand, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

## Public Safety

### *In Committee:*

- COMM216\_01\_13\_2020 Ltr re: Ban the Use of Glyphosate
  - APPT165\_04\_13\_2020 Dr. Robin Blair 18 Market St. Board of Health 4/30/2023
  - COMM243\_05\_11\_2020 Ltr from Jane Rascal re: NMMCD
  - ORDR200\_07\_30\_2020 List of Crosswalks Amended
  - COMM283\_01\_27\_2021 Ltr from Jim McCarthy-speed limit
  - COMM328\_05\_10\_2021 Late File Petition 25 mph Ferry & Laurel Rds.
  - ODNC080\_06\_07\_2021 Amended Union St Parking Restrictions
  - **APPL025\_06\_07\_2021** **Block Party Lafayette St.** **8/7/2021**
  - **APPL026\_06\_07\_2021** **Lyons Road Race** **8/3/2021**
  - **APPL027\_06\_07\_2021** **Chocolate Tour** **10/2/2021**
- Motion to approve collectively APPL025\_06\_07\_2021, APPL026\_06\_07\_2021, and APPL027\_06\_07\_2021 by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- **APPL028\_06\_07\_2021** **GNOCA 5K Walk/Run** **9/26/2021**
- Motion to approve by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- APPL029\_06\_07\_2021 Nbpt Half Marathon 10/24/2021

- APPL030 06 07 2021 50's Car Show 8/12/2021  
Motion to approve by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- APPL031 06 07 2021 Yankee Homecoming 7/31/21-8/8/21  
Motion to approve by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.
- APPL023 03 08 2021 The Moving Wall 9/2021  
Motion to receive and file by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

## Public Utilities

### *In Committee:*

- COMM290\_02\_08\_2021 Falmouth Broadband Feasibility Study (full text in Clerk's office)
- COMM295\_02\_08\_2021 Best Best & Krieger Small Cells Order Annual Meeting
- COMM296\_02\_08\_2021 Natoa FCC Small Wireless Facilities Rules Compliance Guide
- ORDR257 06 07 2021 Water & Sewer Rates  
Motion to approve by Councillor Tontar, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

## Rules

### *In Committee:*

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

## 16. GOOD OF THE ORDER

## 17. ADJOURNMENT

Motion to adjourn at 10:29 pm by Councillor Tontar, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

# COMMUNICATIONS

## NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

Tel.

Fax.

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

NAME OF EVENT: IPA5K

Date: 9/26/21 Time: from 10 am to 11 am  
 Rain Date: \_\_\_\_\_ Time: from \_\_\_\_\_ to \_\_\_\_\_

2. Location: 40 Parker St. Newburyport, MA 01950

3. Description of Property: Riverwalk Brewing Co. Public \_\_\_\_\_ Private

4. Name of Organizer: Yukan Sports, LLC City Sponsored Event: Yes \_\_\_\_\_ No   
 Contact Person Rich Morrell  
 Address: PO Box 780 Rockport, MA 01966 Telephone: 978-879-9007  
 E-Mail: RMORRELL@YUKANSPORTS.COM Cell Phone: \_\_\_\_\_  
 Day of Event Contact & Phone: RICH MORRELL 978-879-9007

5. Number of Attendees Expected: @250

6. MA Tax Number: 27-3695540

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

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

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

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

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

**If yes:**

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

**If no:**

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

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

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

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

Name of company providing the portable toilets: United Site Services

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

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

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

2. Name, Address & Daytime Phone Number of Organizer: Rich Morrell  
PO Box 780  
Rockport, MA 01966  
978-879-9007

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

4. Date of Event: 9/26/21 Expected Number of Participants: @ 250

5. Start Time: 10 am Expected End Time: 11 am

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route):  
Start and Finish: 40 Parker St, Newburyport, MA 01950  
Parker St to Mulliken Way to Malcolm Hoyt Dr to Scotland Rd to  
Highfield Rd to Livingston Lane in Newbury.

7. Locations of Water Stops (if any): Newbury

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

9. Formation Location & Time for Participants: 40 Parker St 9 am

10. Dismissal Location & Time for Participants: 40 Parker St 11 am

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

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

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

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

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

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

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

### Limitations

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




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

**13-101 Enforcement**

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

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

**Signed:**  **Date:** 6/1/21

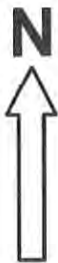
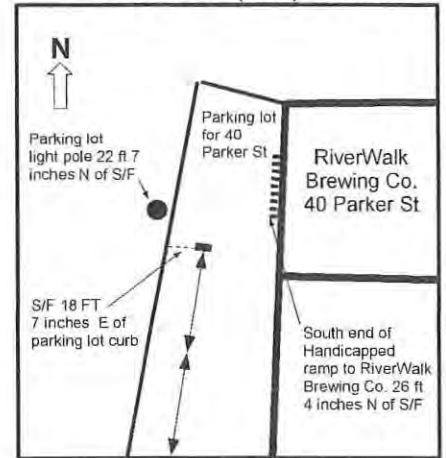
# RiverWalk IPA 5K

## Newburyport, Massachusetts

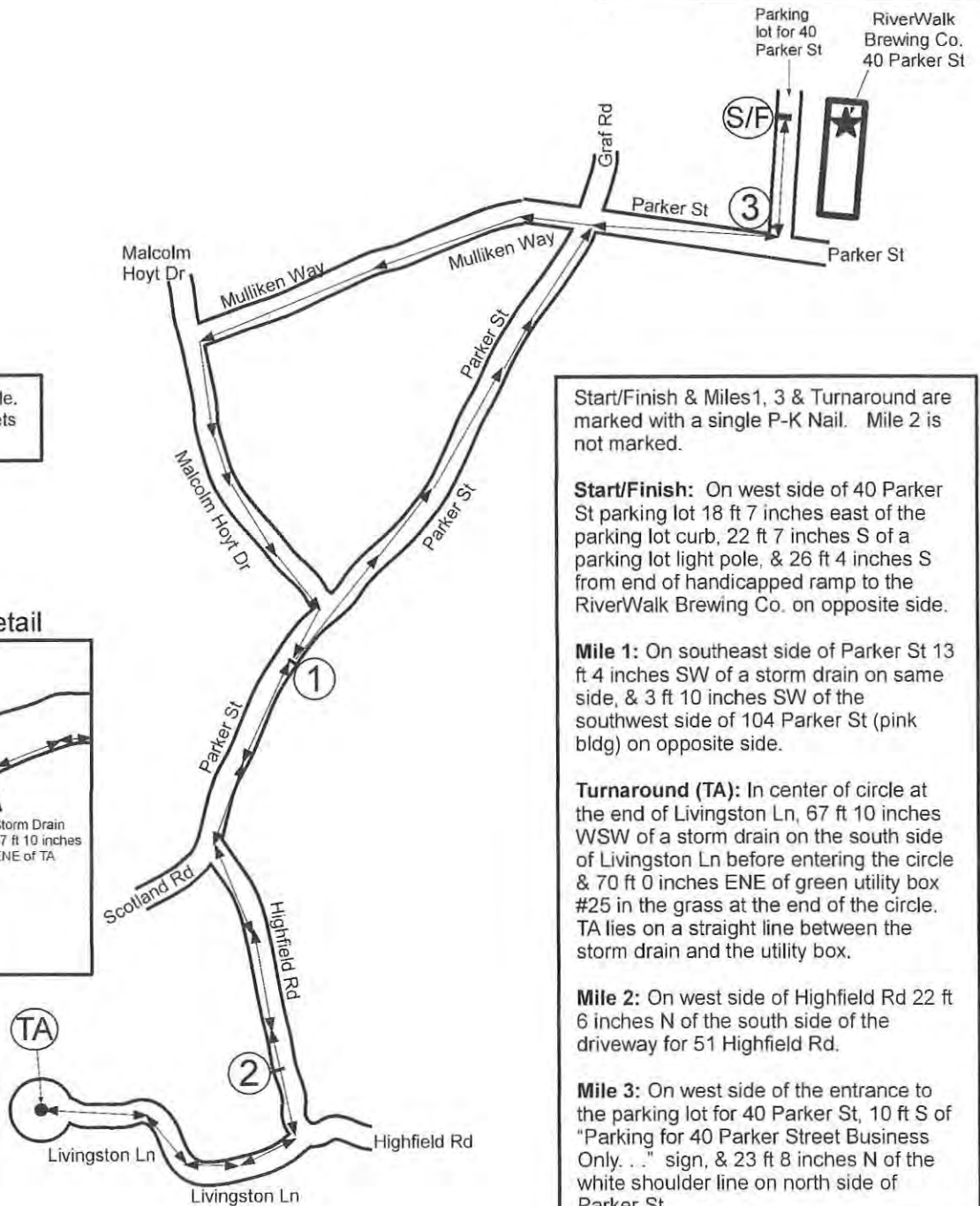


USATF Certificate MA18001BK  
Effective March 5, 2018 to December 31, 2028

### Start/Finish (S/F) Detail



**Note:** Map not drawn to scale.  
Many streets and cross streets  
not on map.



Start/Finish & Miles 1, 3 & Turnaround are marked with a single P-K Nail. Mile 2 is not marked.

**Start/Finish:** On west side of 40 Parker St parking lot 18 ft 7 inches east of the parking lot curb, 22 ft 7 inches S of a parking lot light pole, & 26 ft 4 inches S from end of handicapped ramp to the RiverWalk Brewing Co. on opposite side.

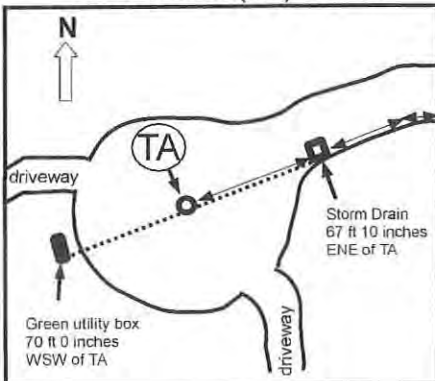
**Mile 1:** On southeast side of Parker St 13 ft 4 inches SW of a storm drain on same side, & 3 ft 10 inches SW of the southwest side of 104 Parker St (pink bldg) on opposite side.

**Turnaround (TA):** In center of circle at the end of Livingston Ln, 67 ft 10 inches WSW of a storm drain on the south side of Livingston Ln before entering the circle & 70 ft 0 inches ENE of green utility box #25 in the grass at the end of the circle. TA lies on a straight line between the storm drain and the utility box.

**Mile 2:** On west side of Highfield Rd 22 ft 6 inches N of the south side of the driveway for 51 Highfield Rd.

**Mile 3:** On west side of the entrance to the parking lot for 40 Parker St, 10 ft S of "Parking for 40 Parker Street Business Only. . ." sign, & 23 ft 8 inches N of the white shoulder line on north side of Parker St.

### Turnaround (TA) Detail



# CERTIFICATE OF INSURANCE

PRINT DATE: 6/29/2021

CERTIFICATE NUMBER: 20210520830685

## AGENCY:

Edgewood Partners Insurance Center  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## NAMED INSURED:

USA Track & Field, Inc. YuKan Sports LLC  
130 East Washington Street, Suite 800  
Indianapolis IN 46204

## INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058

## EVENT INFORMATION:

IPA5K - Fall (9/26/2021 - 9/27/2021)

## POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK2197728	11/1/2020 12:01 AM	11/1/2021 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB743472	11/1/2020 12:01 AM	11/1/2021 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE \$10,000,000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

## CERTIFICATE HOLDER:

City of Newburyport  
60 Pleasant Street  
60 Pleasant Street  
Newburyport MA 01950

## NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

## AUTHORIZED REPRESENTATIVE:



# TRANSFERS



# CITY OF NEWBURYPORT FY 2022

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

## TRANSFER/APPROPRIATION REQUEST

2021 JUL -6 PM 3:00

**Department:** Mayor's Office

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

**Date Submitted:** 7/12/2021

**Transfer From:**

Account Name:	<u>Multiple - See attached</u>	Balance:	<u>\$ -</u>
Account Number:	<u>Multiple - See attached</u>	Category:	<u>\$ -</u>
Amount:	<u>\$99,921.00</u>	Trans I/O:	<u>\$ -</u>

**Why Funds Are Available:**

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

**Transfer To:**

Account Name:	<u>Multiple - See attached</u>	Balance:	<u>\$ -</u>
Account Number:	<u>Multiple - See attached</u>	Category:	<u>\$ -</u>
Amount:	<u>\$99,921.00</u>	Trans I/O:	<u>\$ -</u>

**Why Funds Are Needed:**

To fund FY2022 cost items in the the newly settled collective bargaining agreement between the City of Newburyport and the AFSCME, Council 93, Local 939 effective July 1, 2021. See attached memo and tentative agreement.

Donna D. Holaday, Mayor:

*Donna D. Holaday*

Date:

7/7/21

Ethan R. Manning, Auditor:

*Ethan R. Manning*

Date:

7/12/21

Sponsor: Charles F. Tontar, Councillor At-Large

City Council Approval:

AFSCME, Council 93, Local 939 - FY2022 Funding  
Transfer Submitted July 12, 2021

Transfer From:

Transfer To:

<u>Account Name</u>	<u>Org</u>	<u>Object</u>	<u>Amount</u>	<u>Account Name</u>	<u>Org</u>	<u>Object</u>	<u>Amount</u>
BUC BUDGET CONTINGENCY	01132007	57805	\$59,818.38	TRS SAL STAFF	01145001	51103	\$2,341.85
				OPD SAL ADMIN ASSISTANT	01182001	51104	\$1,400.67
				POL SAL CLERICAL	01210001	51152	\$615.44
				POL SAL DISPATCH F/T	01210001	51156	\$4,236.97
				POL DIS OVERTIME	01210001	51302	\$350.00
				POL DIS PAID HOLIDAYS	01210001	51403	\$724.65
				POL DIS NIGHT DIFFERENTIAL	01210001	51411	\$598.00
				POL ACCREDITATION ALLOWANCE	01210001	51413	\$900.00
				FIR SAL DISPATCHERS	01220001	51156	\$4,294.10
				FIR DISP OVERTIME	01220001	51302	\$600.00
				FIR DISPATCH HOLIDAY	01220001	51403	\$1,260.00
				HWY SAL FACILITIES MAINT	01421001	51150	\$6,718.77
				HWY SAL LABOR	01421001	51158	\$25,399.87
				COA SAL VAN DRIVERS	01541001	51156	\$2,153.98
				LIB SAL STAFF	01610001	51156	\$6,400.00
				PRK SAL FT LABOR	01630001	51168	\$1,824.08
WAT BUDGET CONTINGENCY	60450007	57805	\$19,242.08	WAT SAL LABOR	60450001	51158	\$19,242.08
SEW BUDGET CONTINGENCY	61440007	57805	\$20,860.54	SEW SAL LABOR	61440001	51158	\$20,860.54
<b>Total</b>			<b><u>\$99,921.00</u></b>	<b>Total</b>			<b><u>\$99,921.00</u></b>



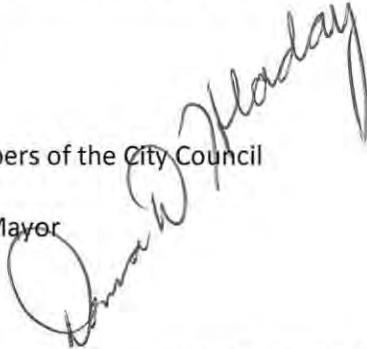
CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
DONNA D. HOLADAY

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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 JUL -6 PM 4:13

To: President and Members of the City Council

From: Donna D. Holaday, Mayor 

Date: July 6, 2021

Subject: AFSCME Local 939 Tentative Agreement FY22 – FY24

---

The Administration has agreed to terms for a new, three-year collective bargaining agreement with the AFSCME Local 939 Bargaining Unit. The contract would go into effect retroactively from July 1, 2021 through June 30, 2024, subject to appropriation of funding for the first year of the contract by the City Council. The Local 939 have voted to ratify the terms of this agreement. Included with this memo is a transfer request that appropriates funding for the first year of the contract by the City Council, as well as a summary of the agreed changes to the contract.

As a courtesy to the City Council to track the terms and changes to the new contract, I will make available a redlined version of the previously expired contract upon request.

The Administration worked diligently and collaboratively with the Local 939 to agree to terms for a new contract.

My staff, is available if you require any additional information regarding information on the appropriation request or terms of the new contract.

## Summary of Changes to New AFSCME Contract

July 6, 2021

### **Article III (p. 2) Union Dues & Agency Fee – Replace section:**

Upon receipt of signed authorization from employees who are subject to this agreement, the employer shall deduct from the employee's pay dues payable by such employees to the Union. Such authorization shall be for the life of the Contract and shall be continued thereafter if a contract exists between the City and the Union. The deductions shall be remitted to the Union no later than ten (10) days from the date on which the deduction was made. The City shall furnish the Union with a record of each deduction showing the amount and the employees from whom such deduction was made. (As authorized by MGL Chapter 180, Section 17A)

- B. The exclusive representative may require a non-member to pay for the reasonable costs and fees, including arbitrator fees and related attorney fees for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the nonmember's request. The exclusive representative may require non-members to pay any anticipated proportional costs and fees prior to a grievance or arbitration hearing. Failure to pay costs and fees shall relieve the exclusive representative of further responsibility to the non-member regarding the matter.

An exclusive representative's duty of fair representation to a public employee who is in the bargaining unit shall be limited to the negotiation and enforcement of the terms of agreements with the public employer. The laws of the commonwealth shall not be construed to prohibit an employee organization from providing only to its members legal, economic or job-related services or benefits outside of the collective bargaining agreement. [As authorized by MGL Chapter 150E, Section 5]

- C. The employer agrees to deduct from the wages of any employee who voluntarily becomes a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. [As authorized by MGL Chapter 180, Section 17J.]
- D. The employer shall provide the opportunity for Union officials to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, not later than 10 calendar days after the date of hire. [As authorized by MGL 150E, Section 5A (a) (iii)]
- E. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including, without limitation, attorney's fees, which



may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to the provisions of this Article.

#### **Article V Work Week (p.5)**

A – F: Reorganized, includes hours operations for all departments with bargaining members, no changes in hours

Miscellaneous 7 – new section laying out closing:

In the event of a decision by the City to delay the opening, early closing, or full closing due to severe weather, loss of power or heat, disaster, or other unforeseen emergency, employees on the schedule to work that day shall be paid. When possible, employees who have the ability to work remotely may be required to do so consistent with the City's Remote Operating Procedures, however if the employee is unable to work remotely due to the type of work assigned, or technology constraints they will still be paid for their scheduled time.

If an employee scheduled to work is not able to get to their primary workplace due to inclement weather on a day when the workplace is open, i.e. the City has not made the decision to alter the operating hours, the employee who cannot report to work shall use vacation, personal, or compensatory time to account for their absence.

#### **Article VI Job Posting & Bidding (p. 11)**

New Section 3:

Upon approval of the Union, the City shall have the option to negotiate with prospective replacements with relevant experience, a starting annual wage based on the hiring range not to exceed Step 4 of the pay grade. If the city chooses to exercise this option, it shall also review all employees hired within the same job title within the past three (3) years, evaluate their training and experience, and make pay scale adjustments where necessary upon approval of the Union. Upon approval of the Union, the newly hired replacement shall receive the same negotiated across the board increases as other unit employees.

**Article VII Seniority (p. 11):** Delete last paragraph

#### **Article VIII Overtime (p. 12)**

Paragraph 6 replace 3 with 4 in first sentence "Employees called in to work for an emergency call out on weekdays shall receive a minimum of four (4) hours pay at the premium rate of one and one half (1 ½) times their straight time.

**Article IX Vacations (p. 13):** Delete "note".

Section 2 Vacation Scheduling, B Reserve days (p.14): change March to May, April 1 to June 1,

**Article X Holidays (p. 16) – Add Juneteenth**

Paragraph 5 (p. 17) – Add sentence "Employees called in for non-scheduled work on a holiday shall be paid at two- time (2X) their regular rate for all hours worked."

New Paragraph 7 (p. 17): "If the Mayor releases employees early on Christmas Eve, affected employees shall be released without reduction to their pay, unless Christmas falls on a Sunday or a Monday. Employees who cannot be released early due to the nature of their work shall receive additional compensation equal to one-half (1/2) their regularly scheduled hours at straight time."

**Article XIV Miscellaneous**

New 6 (p. 20): "When the heat index exceeds one hundred (100) as calculated by the National Weather Service Chart in Appendix G, outdoor employees will be called to come indoors (preferable in air-conditioned space). Temperature and humidity, for the purpose of this section, shall be determined by the current conditions as reported by the National Weather Service of the National Oceanic and Atmospheric Administration, US Department of Commerce. (<https://www.weather.gov>)."

Misc. 8 (p. 21): Allow personal days to be taken in less than ½ day increments at the discretion of the department head.

Misc. 11 (p.21): Call in pay – Increase pay per call in day each year of contract FY22: 1 hour, in day, FY23: 1.5 hour, FY24: 2 hours

Misc. 22 New GPS Language: "All members of the Union who are authorized to operate City vehicles acknowledge that the vehicle they operate may be equipped with a GPS tracking device. The GPS tracking device will allow the City to monitor the vehicle for geographic location, speed, hours of operation, and other relevant information to the vehicle's utilization for the purpose of maintaining orderly and efficient operations of the City. This information shall not be used for disciplinary purposes against members of the Union, absent a violation of Federal, State or Local law, or any serious misconduct or serious violations of work rules or safety precautions."

New Misc 23: "An accreditation stipend will be paid to each member of the bargaining unit working in the Police Department upon re-accreditation annually in the first pay period in September. The Stipend will be \$250.00. The Union and city agree to continue to make a good faith effort to maintain accreditation."

**Article XVI Wage and Classification (p. 23):** Replace Section 2: "Any employee assigned to work in a higher rated classification, and who assumes the duties of that higher classification, shall be paid day for day at the higher rate of pay."

**Article XVII Night Differential (p.25)**

Replace Section 2 with: "Full-time police dispatching personnel who are regularly scheduled to work the second shift shall be eligible to receive a night differential of \$0.50 per hour and those who work third shift (overnight) shall be eligible to receive a night differential of \$1.00 per hour."

Delete Section 3

**Article XIX Clothing & Tool Allowance (p. 25)**

Add black, hi-visibility to DPS clothing chart

Add new section to shorts trial FY22 & FY23

New City Hall attire language

**Article XX Discipline and Discharge p. 28** Replace Section: All employees shall be given a six (6) month probationary period. The employee shall, upon the successful completion of the probationary period, become eligible for UNION membership and dues deduction but shall otherwise be eligible to receive other benefits provided in this agreement."

**Article XXI Schooling (p. 29)**

Add to Section 1: Effective July 1, 2021

A. The educational stipend shall be payable to employees of the library where the job description or job posting indicates that a Master's Degree is "required" or "preferred".

B. Other City employees receiving the education stipend pursuant to his paragraph prior to July 1, 2021 will continue to receive the stipend.

**Article XXIII Duration (p. 30):** July 1, 2021 to June 30, 2024

**Appendix A Wage & Classification**

- Eliminate grades 1 to 4
- FY22 Upgrades
  - Mechanic Foreman Fleet Highway (20 to 24)
  - New Position – Water Treatment Plant Foreman/ Operator
- FY23 Upgrades
  - PI Vacuum Sewer System Operator (14 to 16)
  - Waste Water Plan Operator Grade 4 (16 to 18)
  - Waste Water Plan Operator Grade 5 (18 to 20)
  - Waste Water Plan Operator Grade 6 (20 to 22)
- New wage chart reflecting 2% COLA
- Re-establish regular labor/ management meetings
- Commitment to wage and classification study:
  - In FY 2022 the parties shall meet to review and update all job descriptions for classifications under this agreement.
  - In FY 2023 the updated job descriptions will be submitted to a vendor for the purpose of a comprehensive wage and benefit study, along with recommendations.
  - Both parties will be provided the results of the Study.

**New Appendix G Heat Index Chart**

## Summary of Changes to New AFSCME Contract

July 6, 2021

### **Article III (p. 2) Union Dues & Agency Fee – Replace section:**

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- B. The exclusive representative may require a non-member to pay for the reasonable costs and fees, including arbitrator fees and related attorney fees for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the nonmember's request. The exclusive representative may require non-members to pay any anticipated proportional costs and fees prior to a grievance or arbitration hearing. Failure to pay costs and fees shall relieve the exclusive representative of further responsibility to the non-member regarding the matter.

An exclusive representative's duty of fair representation to a public employee who is in the bargaining unit shall be limited to the negotiation and enforcement of the terms of agreements with the public employer. The laws of the commonwealth shall not be construed to prohibit an employee organization from providing only to its members legal, economic or job-related services or benefits outside of the collective bargaining agreement. [As authorized by MGL Chapter 150E, Section 5]

- C. The employer agrees to deduct from the wages of any employee who voluntarily becomes a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. [As authorized by MGL Chapter 180, Section 17J.]
- D. The employer shall provide the opportunity for Union officials to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, not later than 10 calendar days after the date of hire. [As authorized by MGL 150E, Section 5A (a) (iii)]
- E. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including, without limitation, attorney's fees, which

may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to the provisions of this Article.

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A – F: Reorganized, includes hours operations for all departments with bargaining members, no changes in hours

Miscellaneous 7 – new section laying out closing:

In the event of a decision by the City to delay the opening, early closing, or full closing due to severe weather, loss of power or heat, disaster, or other unforeseen emergency, employees on the schedule to work that day shall be paid. When possible, employees who have the ability to work remotely may be required to do so consistent with the City's Remote Operating Procedures, however if the employee is unable to work remotely due to the type of work assigned, or technology constraints they will still be paid for their scheduled time.

If an employee scheduled to work is not able to get to their primary workplace due to inclement weather on a day when the workplace is open, i.e. the City has not made the decision to alter the operating hours, the employee who cannot report to work shall use vacation, personal, or compensatory time to account for their absence.

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New Paragraph 7 (p. 17): "If the Mayor releases employees early on Christmas Eve, affected employees shall be released without reduction to their pay, unless Christmas falls on a Sunday or a Monday. Employees who cannot be released early due to the nature of their work shall receive additional compensation equal to one-half (1/2) their regularly scheduled hours at straight time."

**Article XIV Miscellaneous**

New 6 (p. 20): "When the heat index exceeds one hundred (100) as calculated by the National Weather Service Chart in Appendix G, outdoor employees will be called to come indoors (preferable in air-conditioned space). Temperature and humidity, for the purpose of this section, shall be determined by the current conditions as reported by the National Weather Service of the National Oceanic and Atmospheric Administration, US Department of Commerce. (<https://www.weather.gov>)."

Misc. 8 (p. 21): Allow personal days to be taken in less than ½ day increments at the discretion of the department head.

Misc. 11 (p.21): Call in pay – Increase pay per call in day each year of contract FY22: 1 hour, in day, FY23: 1.5 hour, FY24: 2 hours

Misc. 22 New GPS Language: "All members of the Union who are authorized to operate City vehicles acknowledge that the vehicle they operate may be equipped with a GPS tracking device. The GPS tracking device will allow the City to monitor the vehicle for geographic location, speed, hours of operation, and other relevant information to the vehicle's utilization for the purpose of maintaining orderly and efficient operations of the City. This information shall not be used for disciplinary purposes against members of the Union, absent a violation of Federal, State or Local law, or any serious misconduct or serious violations of work rules or safety precautions."

New Misc 23: "An accreditation stipend will be paid to each member of the bargaining unit working in the Police Department upon re-accreditation annually in the first pay period in September. The Stipend will be \$250.00. The Union and city agree to continue to make a good faith effort to maintain accreditation."

**Article XVI Wage and Classification (p. 23):** Replace Section 2: "Any employee assigned to work in a higher rated classification, and who assumes the duties of that higher classification, shall be paid day for day at the higher rate of pay."

**Article XVII Night Differential (p.25)**

Replace Section 2 with: "Full-time police dispatching personnel who are regularly scheduled to work the second shift shall be eligible to receive a night differential of \$0.50 per hour and those who work third shift (overnight) shall be eligible to receive a night differential of \$1.00 per hour."

Delete Section 3

**Article XIX Clothing & Tool Allowance (p. 25)**

Add black, hi-visibility to DPS clothing chart

Add new section to shorts trial FY22 & FY23

New City Hall attire language

**Article XX Discipline and Discharge p. 28** Replace Section: All employees shall be given a six (6) month probationary period. The employee shall, upon the successful completion of the probationary period, become eligible for UNION membership and dues deduction but shall otherwise be eligible to receive other benefits provided in this agreement."

**Article XXI Schooling (p. 29)**

Add to Section 1: Effective July 1, 2021

A. The educational stipend shall be payable to employees of the library where the job description or job posting indicates that a Master's Degree is "required" or "preferred".

B. Other City employees receiving the education stipend pursuant to his paragraph prior to July 1, 2021 will continue to receive the stipend.



**Article XXIII Duration (p. 30): July 1, 2021 to June 30, 2024**

**Appendix A Wage & Classification**

- Eliminate grades 1 to 4
- FY22 Upgrades
  - Mechanic Foreman Fleet Highway (20 to 24)
  - New Position – Water Treatment Plant Foreman/ Operator
- FY23 Upgrades
  - PI Vacuum Sewer System Operator (14 to 16)
  - Waste Water Plan Operator Grade 4 (16 to 18)
  - Waste Water Plan Operator Grade 5 (18 to 20)
  - Waste Water Plan Operator Grade 6 (20 to 22)
- New wage chart reflecting 2% COLA
- Re-establish regular labor/ management meetings
- Commitment to wage and classification study:
  - In FY 2022 the parties shall meet to review and update all job descriptions for classifications under this agreement.
  - In FY 2023 the updated job descriptions will be submitted to a vendor for the purpose of a comprehensive wage and benefit study, along with recommendations.
  - Both parties will be provided the results of the Study.

**New Appendix G Heat Index Chart**

**APPOINTMENTS  
FIRST READING**



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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 JUL -6 PM 3:45

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: July 6, 2021  
Subject: Appointment

-----  
I hereby appoint, subject to your approval, the following named individual as a member of the Emma L. Andrews Library and Community Center Commission. This term will expire on October 29, 2022.

Susan Chase  
44 Oak Street  
Newburyport, MA 01950

44 Oak St.  
Newburyport  
MA 01950

June 19, 2021

Office of the Mayor  
Newburyport City Hall

Dear Mayor Holaday,

I am asking to be considered for the Emma Andrews Library and Community Center Commission. I had to leave the Commission when I was assigned additional duties at work. I am now retired and would like to once again bring my librarian strengths to the Commission.

Thank you,  
Susan Chase

Susan Chase  
44 Oak Street  
Newburyport, MA 01950

**Education:** Newburyport High School, Class of 1971  
Cornell College, BSS in English, History, Education 1975  
Salem State, M.Ed in school library Media, 1995

**Work:** Librarian at the Rupert Nock Middle School, 1988 - 1997  
Librarian at The Governor's Academy, 1997 – retiring June 4, 2021

**Volunteer:** Librarian at Emma Andrews Library and Community Center  
Former Chair of Emma Andrews Library and Community Center Commission

**Professional organizations:** Massachusetts Library Association  
Massachusetts School Library Association  
Cooperative Library Association of Greater Boston  
New England School Library Association

**Cultural organizations:** Museum of Old Newbury  
Maritime Society  
Sons and Daughters of First Settlers of Old Newbury  
Newburyport Garden Club  
Daughters of the American Revolution  
Jane Austen Society of North America



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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2021 JUN 29 AM 11:44

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: June 28, 2021  
Subject: Re-Appointment

-----  
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

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 20<sup>th</sup>-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, 4<sup>th</sup> edition, for Routledge, in preparation for 5<sup>th</sup> 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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 JUL -6 PM 2:36

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: July 6, 2021

Subject: Re-Appointment

---

I hereby re-appoint, subject to your approval, the following named individual as Assistant Harbormaster/Shellfish Constable and Special Police Officer for the purposes of local, State and Federal laws and regulations with respect to waterways, marine activities and boating. This term will expire on August 1, 2024.

Willem E. Van de Stadt  
55 Highland Street  
Newburyport, MA 01950

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

# COMMUNICATIONS



July 6, 2021

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

Re: APPL032 6-08-21 NBPT Road Race on 10/17/21 (Cashman Park)

Mr Clerk & City Council Members -

Based on the feedback we received during a recent Public Safety Committee hearing, **we would like to propose changing the date of our road race to Sunday, November 7th.**

Although we remain confident that our original date would have worked well and would not have impacted the success of other road races, we feel that this date change is best for all parties.

We are very excited about our proposed event. Our race will benefit the YWCA of Greater Newburyport and Newburyport Youth Soccer Association and will attract a large number of runners who will spend money at downtown businesses on race weekend.

We look forward to your support.

Thank you,

*Edward O'Connor*

=====  
Ed O'Connor  
C5K + Sub 5 Events  
177 Endicott St #5  
Boston, MA 02113  
(617) 398-0611



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 JUL -8 PM 1:34



CITY OF NEWBURYPORT  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950

**BLOCK PARTY APPLICATION**

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

DATE OF REQUEST: 7/8/21

**CONTACT INFORMATION**

FIRST AND LAST NAME: Elizabeth Marcus

MAILING ADDRESS: 10 Barton St, Newburyport, MA 01950

PHONE NUMBER: 978-462-1308

E-MAIL ADDRESS: sucrame2001@gmail.com

**BLOCK PARTY INFORMATION**

BLOCK PARTY DATE: Saturday, August 14, 2021

DESIRED STREET CLOSING LOCATION: 2PM - 7PM  
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: Barton Street

DESIRED STREET CLOSING TIME: 2PM - 8PM  
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 *Digital B. Mann*

Date 7/7/2021

**APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE**

CITY MARSHALL  
4 Green Street

FIRE CHIEF  
Greenleaf Street

DEPUTY DIRECTOR  
16 Perry Way

CITY CLERK  
60 Pleasant St.

*[Signature]*

*[Signature]*

*[Signature] for Juccola*

*[Signature]*

City use only:

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



Co-Lead Counsel and Plaintiffs' Executive Committee,  
*In re: National Prescription Opiate Litigation*, MDL 2804  
purdue@pecmdl2804.com

June 22, 2021

TO ALL COUNSEL FOR ANY  
GOVERNMENTAL ENTITY IN THE OPIOID  
MDL WHO FILED PROOFS OF CLAIM IN  
CONNECTION WITH *In Re Purdue Pharma,  
L.P., et al.*, Case No. 19-23649 (RDD) (Bankr.  
S.D.N.Y.)

**RE: PEC Support for Chapter 11 Plan of Reorganization In Connection With *In Re Purdue  
Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.)**

Dear Counsel:

Please review this letter if you or your client have litigation consolidated in MDL 2804 and filed a proof of claim in connection with the bankruptcy cases of Purdue Pharma and its affiliates (as captioned above) and are eligible to vote on approval of Purdue's proposed plan of restructuring (the "Plan").<sup>1</sup>

We are co-lead counsel and members of the Plaintiffs' Executive Committee (together, referred to as the "PEC") in *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804, multidistrict litigation (the "MDL") against opioid manufacturers, distributors, and retailers before Judge Dan A. Polster in the District Court for the Northern District of Ohio. The PEC is a member of the ad hoc committee of governmental and other contingent litigation claimants (collectively, the "Ad Hoc Committee"),<sup>2</sup> which played an instrumental role in Purdue's bankruptcy cases and negotiation of the Plan. As you may recall, we previously communicated with you concerning the ability to file a consolidated claim on behalf of non-federal local governments and provided guidance on the master-ballot voting procedures regarding the Plan.

The purpose of this letter is to explain the terms and structure of the Plan and the reasons the PEC supports the plan ahead of the voting deadline of: July 14, 2021 (the "Voting Deadline"). **We ask that you and your clients review the Disclosure Statement and Plan closely prior to voting on the Plan.**

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<sup>1</sup> The Plan [Docket No. 2982] and Disclosure Statement [Docket No. 2983] and all related filings are accessible on the noticing agent's website: <https://restructuring.primeclerk.com/purduepharma/Home-DocketInfo>.

<sup>2</sup> The Ad Hoc Committee is composed of: (1) Broward County, FL; (2) City of Chicago, Ill.; (3) Huntington/Cabell County; (4) King County, WA; (5) Muscogee (Creek) Nation; (6) the PEC; (7) the City of Philadelphia, Pa.; (8) Santa Clara County, Ca.; (9) State of Florida; (10) State of Georgia; (11) State of Louisiana; (12) State of Michigan; (13) State of Mississippi; (14) State of New Mexico; (15) State of Ohio; (16) State of Tennessee; (17) State of Texas; and (18) State of Utah.

## I. Executive Summary.

Purdue Pharma, the company which developed and aggressively marketed Oxycontin, a powerful and addictive opioid painkiller, filed for bankruptcy in September 2019 after being named as a defendant in thousands of civil lawsuits seeking damages for asserted opioid-related injuries to governments (state, local, and tribal), hospitals, individuals, insurers, and others. The Plan seeks to resolve the bankruptcy cases by settlement and is the culmination of over two years of negotiations and work among the PEC, certain of the States' Attorneys' Generals, the United States Government, the Debtors and their shareholders (the "Sackler Families"), and various other opioid creditor representatives, including, during the bankruptcy cases, the Official Committee of Opioid Creditors. Not to mention the tremendous cost of the bankruptcy which is now over \$200 million.

That settlement is now before the bankruptcy court for final confirmation. As part of the process, all creditors who filed a "proof of claim" against the bankruptcy estate are being asked to vote on the proposed restructuring plan that emerged from the settlement negotiations. In broad terms, the restructuring plan provides for the assets of the Purdue corporation to be transferred to a new "corporation" that will be indirectly owned by the "public creditors" of Purdue—all state, local and tribal governments. The continued operation of the company and then its ultimate sale may generate \$1-2 billion in assets. These operating and sales revenues, along with certain insurance proceeds and other assets, will be combined with a contribution of \$4.275 billion (over a series of years) to be made by members of the Sackler family, who are the shareholders of Purdue (and who will make this contribution in exchange for receiving releases from civil liability, thus shielding themselves from civil litigation).

The combined assets of the bankruptcy estate will be used to pay various groups of private creditors—insurers, hospitals, individual personal injury plaintiffs—and the residual amount, which may be approximately \$5 billion will be allocated among state, local and tribal governments. The Tribes in aggregate will receive approximately 3% of these public funds and the aggregate allocation of funds to Tribes will be distributed to individual Tribes based on an allocation matrix that takes into account the population of each Tribe along with certain metrics that go to the severity of the opioid problem in tribal areas. The funds received by all creditors (other than personal injury victims and children suffering from NAS) **will be restricted to be used for abatement of the opioid problem in their communities.**

## II. Background.

In the 1990's, Purdue Pharma—a Connecticut-based pharmaceutical manufacturer owned by members of the Sackler family—developed a powerful new opioid painkiller, Oxycontin. Purdue engaged in aggressive marketing of the drug, denying its highly addictive properties and promoting it not just for end-of-life palliative care (such as for cancer patients), but also to treat chronic pain of all varieties (such as back pain). The result of this effort was to greatly expand the market for opioid medications and greatly expand the number of people using opioids. Not surprisingly, there followed a dramatic increase in the number of people who became addicted to opioids, leading to death, incapacitation, family dysfunction, crime and social problems. These consequences were devastating not only to the individuals involved, but also to all levels of government, which had to bear increasing costs of health care and social services provided to their

citizens who became addicted to opioids and subsequently, in many cases, to heroin, fentanyl and other similar opiates.

In many ways, Purdue's development and marketing of Oxycontin was ground zero for the nationwide opioid epidemic that has been ravaging communities across the country for 20 years. Hundreds of thousands of people died from opioid-related overdoses and illness. As a consequence, more than 2,900 civil lawsuits have been filed against Purdue, primarily by state, local and tribal governments, seeking hundreds of billions of dollars in damages. Most of the cases were consolidated in the Opioid MDL before Judge Polster, although state governments brought suits in their state courts. In response to this tidal wave of litigation, Purdue and the Sackler Families pursued global settlement negotiations with the PEC and state governments. As discussed below, those negotiations bore fruit and in order to act on the settlement in principle, Purdue filed a petition for bankruptcy in September 2019 in the federal bankruptcy court in the Southern District of New York. The effect of the bankruptcy filing was to automatically stay all pending litigation against the company.

### **III. The Initial Settlement Framework (Pre-Bankruptcy).**

After years of litigation and the looming CT1 bellwether cases, in September 2019, (i) the PEC and 24 state attorneys general, and analogous officials from five U.S. territories; (ii) Purdue; and (iii) Purdue's ultimate owners (trusts for the benefit of members of the Sackler Families (the "Sackler Families" or the "Sacklers") announced an agreement in principal to resolve the opioid litigation against Purdue and the Sackler Families in a global fashion (the "Initial Settlement Framework").<sup>3</sup> The Initial Settlement Framework, to be implemented through a bankruptcy filing, had two primary components.

First, Purdue itself—the company in bankruptcy—would emerge from the bankruptcy as a "corporation" that would be indirectly owned by governments and be operated for some period of time under strict standards to serve public interest goals. These goals would be to (1) continue production of opioid medications as necessary to serve legitimate medical interests (i.e., for use in appropriate palliative care circumstances), (2) to produce medications (such as Naloxone) to reverse adverse reactions to opioids and to treat overdoses, and (3) to produce revenues that would be distributed to state, local and tribal governments to be used to abate the effects of the opioid crisis.

Second, members of the Sackler family would make a cash contribution of \$3 billion (which theoretically could be increased to approximately \$4.2 billion if the sales of the Sackler Families' ex-US pharmaceutical businesses were particularly successful) to a settlement fund that would be used to pay creditors of Purdue, including governmental creditors, who would use the money to abate the opioid epidemic. (The amount of this payment by the Sacklers was expected to be subject to renegotiation and, as discussed below, would subsequently be substantially increased).

While the Sacklers are the shareholder owners of Purdue, it is Purdue, the company, that is in bankruptcy, not the Sacklers themselves. Nonetheless, the Sacklers sought to take advantage of a rarely used power of bankruptcy courts to grant releases to "third parties," i.e., to release from

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<sup>3</sup> See, e.g., Complaint for Injunctive Relief [Docket No. 1], *Purdue Pharma L.P. v. Commonwealth of Mass. (In re Purdue Pharma L.P.)*, Adv. Pro. No. 19-08289 (describing the Initial Settlement Framework).

liability someone other than the person or company seeking bankruptcy protection, in exchange for value contributed by the third party. Here, the Sacklers themselves, as individuals, have been named as defendants, along with Purdue, in many opioid-related lawsuits which seek to recover damages to be paid by the Sacklers from their personal wealth. In the framework agreement, the Sacklers agreed to make a payment of up to \$4.2 billion, depending on the value of their non-US pharma business, to a settlement fund in the bankruptcy court in exchange for releases from civil liability to be granted by the bankruptcy court. The payment would be no less than \$3 billion.

#### **IV. The Bankruptcy Proceedings.**

When Purdue filed for bankruptcy in September 2019, it also submitted the Initial Settlement Framework to the bankruptcy court and said the framework would be the basis for conducting negotiations with creditor groups with a goal of forging broad agreement among all creditors on a restructuring plan. For nearly two years since that agreement in principle, the PEC (as part of the Ad Hoc Committee) worked with other stakeholders and the Debtors to form and finalize a plan of reorganization that would aim to improve and implement the Initial Settlement Framework. The Plan reflects major accomplishments by the Ad Hoc Committee and other key stakeholders during three phases of mediation.

##### **A. The Non-Consenting States.**

The Initial Settlement Framework was immediately controversial. About half of the states supported the framework agreement negotiated by the Ad Hoc Committee and the other half of the states strongly opposed the agreement and formed their own committee that was recognized by the bankruptcy court: the “Non-Consenting State Group” (the NCSG).

The NCSG expressed two objections to the framework agreement. First, the NCSG argued that a Sackler contribution of \$3 billion was far too little, given the wealth they amassed from selling opioids. Second, some (though not all) of the NCSG members thought it was inappropriate for governments, even indirectly, to own and profit from the continued operations of Purdue as it emerges from the bankruptcy. Instead, they favored selling Purdue to another company as part of the bankruptcy reorganization (or, if that could not be done, selling off piecemeal the various assets of Purdue, *i.e.*, its factories and intellectual property). There are risks to NCSG’s preferred approach, including that such piecemeal or immediate sales generate significantly less in distributable value to governments than the current Plan.

With regard to the first point, the amount of the Sackler payment was renegotiated over the course of the bankruptcy proceeding. Both the NCSG and the Ad Hoc Committee were involved in these negotiations, as well as the Justice Department. The Sacklers have now agreed to increase their contribution to the settlement fund from \$3 billion to \$4.275 billion. They are, in addition, paying a \$225 million civil penalty to the United States, making their overall payment a total of \$4.5 billion. These payments are to take place pursuant to a payment schedule that extends over a period of 8 to 9 years. (The payment schedule is tied to the sale of foreign pharmaceutical companies owned by the Sackler family; that is, the payments to the settlement fund could be accelerated depending on the pace of those foreign company sales.<sup>4</sup>)

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<sup>4</sup> If the sales of the foreign companies do not generate sufficient revenues, the Sacklers have guaranteed the payment of the full amount from other personal assets. Again, such guarantees are subject to risks themselves discussed further in the disclosure statement.

The increased Sackler contribution has still not satisfied all of the non-consenting states. Although that payment amount—\$4.275 billion—is contained in the proposed Plan, negotiations over the amount of the Sackler payment continue, and it may increase. The court has appointed a mediator to try to work out a deal between the Sacklers and all non-consenting states before the voting on the Plan concludes in mid-July.

As a concession to the views of the non-consenting states, the proposed restructuring Plan has a deadline that the new company will be sold by 2024. Thus, the period of time during which the governments will indirectly own and operate Purdue is limited.

At present, the NCSG continues to oppose the proposed restructuring Plan. It is not known whether the mediation process with the Sackler family will result in material improvements to the Plan. At the moment, however, it is expected that at least some states will vote against confirming the restructuring Plan.

## **B. Private Creditors.**

The Initial Settlement Framework contemplated that the “public creditors”—the states, local governments and tribes—would assume control over all of the assets of the bankruptcy proceeding (*i.e.*, that the corporate assets of Purdue Pharma would be turned over to the public creditors and that they would also control disposition of the Sackler contribution to the settlement fund), that the public creditors would negotiate amounts to be paid to “private creditors” from those assets, and they would then allocate the remaining amounts among the various governments to be used to pay for opioid addiction abatement services.

During the bankruptcy proceedings, the Ad Hoc Committee was the lead group negotiating with the private creditors. Negotiations, led by two mediators, were conducted during the latter half of 2020 and early part of 2021 with several major groups of private creditors consisting of: (i) personal injury claimants, including guardian claimants asserting claims on behalf of minors with NAS due to exposure to opioids in utero, (ii) claimants comprising a putative class of NAS children seeking medical monitoring funding, (iii) hospitals, (iv) private health insurance carrier plaintiffs and third-party payors and (v) purchasers of private health insurance. All private creditors (with the exception of PI claimants) agreed to accept distributions exclusively in the form of funding for programs designed to abate the opioid crisis (the “Private Creditor Trusts”). In each case, agreement was reached on a lump sum amount to be paid to the Private Creditor Trusts over a period of years, as follows:

Personal Injury Trust:	\$700 million to \$750 million <sup>5</sup>
Third Party Payors Trust:	\$365 million
Hospitals Trust:	\$250 million
NAS Monitoring Trust:	\$60 million

Each of the Private Creditor Trusts will assume all liability for and administer Claims in the applicable Class and make distributions or award grants for authorized abatement purposes pursuant to an agreed upon “Trust Distribution Procedure” for each creditor group.

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<sup>5</sup> The final amount will depend on the amount of recoveries received from insurance policies held by Purdue, against which claims will be made.

### C. Public Creditors.

As noted above, the “public creditors” are all state, local and tribal governments. After payments are made to the private creditors, the balance of the value of the bankruptcy estate, including the Sackler contribution, will be allocated among the public creditors. The ultimate value of the bankruptcy estate is unknown because it depends in part on the profitability of the corporation that emerges from the bankruptcy, and on the revenues that are ultimately realized from the sale of those corporate assets. In general, approximately \$5 billion will be provided to public and private trusts with a mission to fund abatement of the opioid crisis.

#### 1. The State and Local Government Deals.

The first stage of mediation<sup>6</sup> in the cases concluded in the first nationwide agreement between states, local governments and tribes on a default allocation of proceeds from opioid litigation. As part of the protracted negotiations, highlighted by many months long mediation, the PEC, along with the other six (6) cities and counties on the Ad Hoc Committee and a group representing nearly 1,300 cities and counties that filed actions in state court (the “MSGE”), negotiated with all fifty (50) U.S. states to reach a default sharing mechanism for allocation of abatement funds intra-state (as incorporated in the Plan, the “NOAT TDP”).<sup>7</sup> Subject to limited exceptions, including the establishment of an attorneys’ fees and costs funds that will be subject to court-approval (see §5.8 of the Plan, attached hereto as **Exhibit A**), all recoveries by non-federal governmental entities from the proceeds of the operation of the company post-emergence, as well as proceeds from the settlement with the shareholders, and other consideration provided in the Plan, will flow through the NOAT TDP and be used to fund approved abatement uses.

The NOAT TDP gives deference to a qualifying “Statewide Abatement Agreement” between a state and its local governments concerning allocation of abatement funds. In other words, if a state has agreed with its subdivisions on a process for sharing and allocating opioid recoveries within the State (and such agreement meets the endorsement criteria in the NOAT TDP), then that Statewide Abatement Agreement will control allocation of funds. In the event that a state does not have a Statewide Abatement Agreement with its local governments, the NOAT TDP provides the following default allocation method:

- Abatement funds will be distributed to local governments through *Regional Apportionment* or *Non-Regional Apportionment* (each as described below), subject to a sliding scale based on the amount of total available abatement funds to be dispersed under the Plan to non-federal governmental creditors:

	<b>Regional Apprt.</b>	<b>Non-Regional Apprt.</b>
<b>First \$1 billion</b>	70%	30%
<b>\$1-2.5 billion</b>	64%	36%
<b>\$2.5-\$3.5 billion</b>	60%	40%
<b>Above \$3.5 billion</b>	50%	50%

<sup>6</sup> This “mediation” between non-federal governmental entities took place and succeeded without the formal use of a mediator.

<sup>7</sup> The NOAT TDP was filed with the Debtors’ Sixth Plan Supplement [Docket No. 2977, Ex. G], available at: <https://restructuring.primeclerk.com/purduepharma/Home-DocketInfo>.

- Any county, parish, or city that has a population of 400,000 (750,000 for CA) or more shall receive its “Proportionate Share of Regional Apportionment” as a block grant, pursuant to an allocation model;
- *Regional Apportionment* funds not disbursed as block grants shall be expended on the local governments that did not meet the population threshold to qualify for a block grant, subject to a “Government Participation Mechanism” to be developed by each state and its local governments; and
- States will have discretion to expend their *Non-Regional Apportionment* funds only on Approved Uses, which encapsulates many facets of opioid abatement and ancillary treatment services.

Again, if a state and its subdivisions (by consent over a threshold described in the NOAT TDP) agree to an alternative Statewide Abatement Agreement, that agreement will be honored and utilized to allocate abatement funds received from these bankruptcy cases among the state and its local governments. Each state and its local governments will have fourteen (14) days after the Plan’s Effective Date to file such an agreement with the bankruptcy court. The trust agreements governing the flow of funds to states and communities include various reporting requirements that are designed to ensure compliance with the NOAT TDP and abatement-only distribution schemes. The amount that each state will receive from NOAT to distribute to local governments through Regional and Non-Regional Apportionment is based on a weighted formula, which yields the following percentage allocation:

State	Final Percentage Division of Funds
Alabama	1.6579015983%
Alaska	0.2681241169%
American Samoa*	0.0175102976%
Arizona	2.3755949882%
Arkansas	0.9779907816%
California	9.9213830698%
Colorado	1.6616291219%
Connecticut	1.3490069542%
Delaware	0.5061239962%
District of Columbia	0.2129072934%
Florida	7.0259134409%
Georgia	2.7882080114%
Guam*	0.0518835714%
Hawaii	0.3476670198%
Idaho	0.5364838684%
Illinois	3.3263363702%
Indiana	2.2168933059%
Iowa	0.7639415424%
Kansas	0.8114241462%
Kentucky	1.5963344879%
Louisiana	1.5326855153%
Maine	0.5725492304%

Maryland	2.1106090494%
Massachusetts	2.3035761083%
Michigan	3.4020234989%
Minnesota	1.2972597706%
Mississippi	0.8994318052%
Missouri	2.0056475170%
Montana	0.3517745904%
N. Mariana Islands*	0.0191942445%
Nebraska	0.4335719578%
Nevada	1.2651495115%
New Hampshire	0.6419355371%
New Jersey	2.7551354545%
New Mexico	0.8749406830%
New York	5.3903813405%
North Carolina	3.2502525994%
North Dakota	0.1910712849%
Ohio	4.3567051408%
Oklahoma	0.6073894708%
Oregon	1.4405383452%
Pennsylvania	4.5882419559%
Puerto Rico**	0.7324076274%
Rhode Island	0.5040770915%
South Carolina	1.5989037696%
South Dakota	0.2231552882%
Tennessee	2.6881474977%
Texas	6.2932157196%
Utah	1.2039654451%
Vermont	0.2945952769%
Virgin Islands*	0.0348486384%
Virginia	2.2801150757%
Washington	2.3189040182%
West Virginia	1.1614558107%
Wisconsin	1.7582560561%
Wyoming	0.2046300910%

\* Allocations for American Samoa, Guam, N. Mariana Islands, and Virgin Islands are 100% based on population because of lack of available information for the other metrics.

\*\* Allocations for Puerto Rico are 25% based on MMEs and 75% based on population because of lack of available information for the other metrics.

## 2. Allocation to the Tribes.

Of the amount available to all public creditors, approximately 3% will be allocated to Tribes. Thus, assuming the total amount for the public creditors will be \$5 billion, the Tribes collectively will receive approximately \$150 million.<sup>8</sup> This amount will be disbursed to the Tribes

<sup>8</sup> This amount will be reduced to contribute to an attorney fee fund that will pay fees and costs to counsel for public creditors. Additionally, the Tribe Trust will (i) collect an initial distribution of \$50 million from the company and further required payments pursuant to the Master Disbursement Trust and NewCo/TopCo;



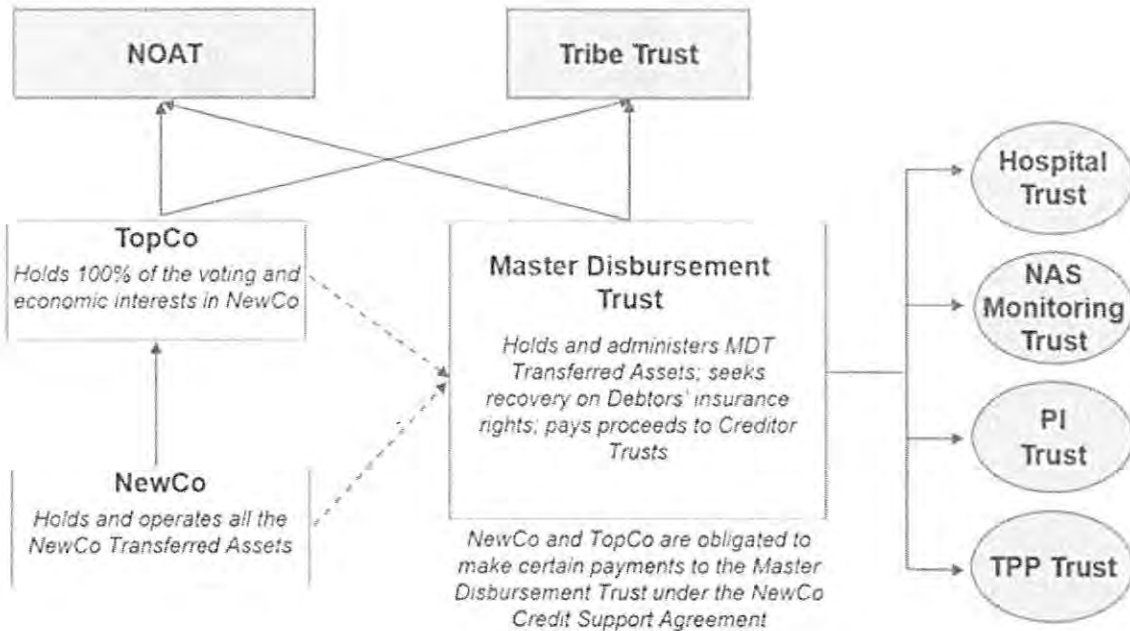
over a period of 8 to 9 years (*i.e.*, the same period over which the payments by the Sacklers will be made to the settlement fund).

The 3% amount allocated to Tribes from the pool of public funds was arrived at through a two-day mediation conducted by former Judge Layn Phillips and Kenneth Feinberg in the summer of 2020. The Tribes were represented in the mediation by the Tribal Leadership Committee (TLC), a group appointed by the MDL court to coordinate all Tribal opioid litigation. The state and local governments were the counter-parties. The amount paid to the Tribes in aggregate will be allocated among the Tribes pursuant to an allocation matrix that has been developed by the TLC.

**V. The Structure of the Plan.**

**A. Overall Structure.**

The Plan provides that the company’s businesses be transferred to a new entity for the benefit of claimants, subject to the control and indirect ownership of the NOAT (the National Opioid Abatement Trust, which is the Trust that oversees abatement distributions for States and Local Governments) and the Tribe Trust. The chart below shows the structure that will be established if the proposed Plan is approved by the bankruptcy court:



(ii) assume all liability and administration for the Tribe Claims; and (iii) will make distributions consistent the Approved Tribal Opioid Abatement Uses.

NewCo will be the operating entity of Purdue Pharma that emerges from the bankruptcy, which will hold and operate the company's transferred assets consisting of \$200 million in cash and non-cash assets (such as insurance proceeds and certain causes of action). "TopCo", will be established, and will hold 100% of the voting and economic interest of NewCo.<sup>9</sup> The management selection process for NewCo and TopCo embodies an equally collaborative process that must be reasonably acceptable to the Ad Hoc Committee. It will continue to produce pharmaceuticals, including both opioid and opioid rescue medications, and will operate under a strict injunction that will govern its sales and marketing practices.

The Master Disbursement Trust (MDT) will be a trust entity that will oversee distributions of payments to various creditor groups. The MDT will receive payments from members of the Sackler family, as well as proceeds from insurance claims, from other claims held by Purdue and from payments of operating profits from NewCo and TopCo. From these sources of funding, the MDT will disburse payments to the various Private Creditor Trusts—the Hospital Trust, the NAS Monitoring Trust, the PI Trust and the TPP Trust. As discussed above, each of those trusts will have its own TDP (trust distribution procedure) to govern who receives payments from the trust and in what amounts.

Excess cash from the MDT and from NewCo/TopCo will be paid to the two governmental trusts: the National Opioid Abatement Trust (NOAT) and the Tribal Abatement Fund Trust (TAFT or Tribe Trust). The payments as between the two trusts will be determined by the formula discussed above, with the NOAT receiving approximately 97% of the total and Tribe Trust receiving approximately 3% of the total. Attached hereto as **Exhibit B** is a graphic illustration of the anticipated distributable value (on annual basis) under the Plan's proposed structure post-emergence.

#### **B. The Enhanced Sackler Families Contribution.**

During mediation, the case parties successfully engaged the Sackler Families to resolve potential causes of action that resulted in material improvement to the Initial Settlement Framework. This improved settlement requires the Sackler Parties to pay \$4.275 billion over nine (9) years (or ten years if certain amounts are paid ahead of schedule in the first six years) (the "Sackler Settlement Payments") and bars certain of the Sackler Entities from ever engaging in the manufacturing or sale of opioids in the U.S., among other terms (as incorporated in the Plan, the "Shareholder Settlement Agreement"). The Sackler Settlement Payments are secured by all of the Sackler Parties' equity interests in certain foreign independent associated companies ("IACs"), which the Sackler Parties are further required to liquidate and must deposit the cash proceeds for the benefit of the Master Distribution Trust. The Sackler Settlement Payments are also collateralized by certain of the Sackler Parties' interest in cash deposit accounts and cash equivalents, equity interests in holding companies that directly or indirectly own investment and security assets, real estate and/or other assets. As consideration for such payments required under the Shareholder Settlement Agreement, the Sackler Parties and certain other persons and/or individuals to be agreed will receive the benefit of releases and injunctions provided under Article 1F of the Plan, which in effect conclusively and irrevocably release the Sackler Families of any

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<sup>9</sup> NewCo will be owned by TopCo, a holding company, whose board of directors will also be appointed by the governmental committees. TopCo will oversee the operations of NewCo.

actual or potential claims or causes of actions relating to Purdue and its opioid-related activities. Any Sackler Settlements Payments to be made on June 30, 2024 or later may be placed in escrow, paused, or terminated depending on whether the Plan Confirmation Order has been appealed and has not been finally dismissed by that date.

#### **VI. Plan Confirmation.**

Voting on the Plan by all creditors who filed a proof-of-claim will be open through July 14. Approximately 600,000 creditors filed claims, including about 6,000 local government claims. Claimants are divided into 18 different classes, in order to group similar claims together. Claimants vote by class. In order to accept the Plan, a majority in a class by number and two-thirds by dollar amount of claims in a class must vote to approve the Plan. For purposes of this proceeding, all governmental claims are each valued at \$1 for voting purposes, which may effectively establish a requirement that two-thirds of the members of each class must vote to approve the Plan in order for such class to be deemed an “accepting” class.

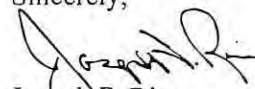
The court is scheduled to hold a hearing on confirmation of the Plan beginning August 9. The number of claimants who will object to the Plan, and the grounds for the objections, are not currently known. It is expected that the court will issue a decision on whether to confirm the Plan in September or early October. If the Plan is confirmed, there will be one to two months of work to set up the various trusts and other entities necessary to implement the Plan. If that schedule holds, the “effective date” of the Plan could be in November or December 2021.

#### **VII. PEC Supports The Plan.**

The PEC believes that the Plan represents a fair and equitable resolution of opioid-related claims against Purdue as the vast majority of creditor recoveries distributed under the Plan were negotiated in good faith and are exclusively dedicated to programs designed to abate the opioid crisis (other than to fund administration of the programs themselves and to pay fees and costs). The alternative is to engage in risky, expensive and value-destroying civil litigation that will take years to fully litigate and which will result in delayed and inequitable recoveries among potential claimants. And perhaps most importantly, even if judgments are obtained, it could take years of additional litigation to collect on those judgments because many of the assets of the Sackler Families are in various family trusts located in foreign countries. Meanwhile, local government and other public creditors, including Class 4 (Non-Federal Domestic Government Claims) and Class 5 (Tribes Claims) claimholders, will have received no resources that can be put to immediate use to abate the ongoing problems.

**THE FOREGOING IS NOT INTENDED AS A SUBSTITUTE FOR THE DISCLOSURE STATEMENT. THE PEC URGES YOU TO READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY.**

As we are,  
Sincerely,



Joseph F. Rice  
Paul Farrell  
Paul Hanley  
Co-Leads, MDL 2804

**EXHIBIT A**

Creditor Trust to the extent deemed necessary by such Creditor Trustee to satisfy and pay estimated future Creditor Trust Operating Expenses in accordance with the Creditor Trust Documents.

(l) **U.S. Federal Income Tax Matters Relating to the Creditor Trusts.**

Each Creditor Trust (other than any Tribe Trust entity that is formed as a legal entity other than a trust) is intended to be treated, and shall be reported, as a “qualified settlement fund” for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes to the extent applicable. All parties (including, without limitation, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trustees, TopCo and the Master Disbursement Trust) will be required to report consistently with the foregoing for all applicable tax reporting purposes. A Creditor Trustee from each relevant Creditor Trust shall be the “administrator” within the meaning of Treasury Regulations section 1.468B-2(k)(3) of the applicable Creditor Trust. The administrator of each such Creditor Trust shall be responsible for filing all tax returns of the applicable Creditor Trust and the payment, out of the assets of such Creditor Trust, of any taxes due by or imposed on such Creditor Trust. Each Creditor Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the applicable Creditor Trust for all taxable periods through the dissolution of such Creditor Trust. Nothing in this Section 5.7(l) shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code. Subject to guidance from the IRS, it is intended that NOAT’s income shall be treated as exempt from U.S. federal income tax pursuant to IRC section 115, and shall be treated consistently for state and local tax purposes to the extent applicable.

(m) **Exculpation and Indemnification of the Creditor Trustees.** To the maximum extent permitted by applicable law, each of the Creditor Trustees shall not have or incur any liability for actions taken or omitted in his or her capacity as a Creditor Trustee, or on behalf of the applicable Creditor Trust, except those acts found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of his or her actions or inactions in his or her capacity as a Creditor Trustee, or on behalf of the applicable Creditor Trusts, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Creditor Trustees shall be satisfied from the respective Creditor Trusts.

(n) **Dissolution of the Creditor Trusts.** Each Creditor Trust shall be dissolved and the applicable Creditor Trustee shall be discharged from its duties with respect to such Creditor Trust upon completion of its duties and the satisfaction of the purposes of the Creditor Trust as set forth in this Plan and the applicable Creditor Trust Documents; provided, however, that the PI Futures Trust shall be dissolved and the Creditor Trustee of the PI Futures Trust shall be discharged of his or her duties with respect to the PI Futures Trust reasonably promptly following the earlier of (i) the distribution of all monies from the PI Futures Trust and (ii) the resolution of all Future PI Channeled Claims asserted against the PI Futures Trust on or before the sixth (6th) anniversary of the Effective Date and the payment of all Creditor Trust Operating Expenses of the PI Futures Trust.

**5.8 Attorneys’ Fees and Costs.**

(a) **Local Government and Tribe Costs and Expenses.** On the Effective Date, the Local Government and Tribe Costs and Expenses Fund shall be established for the payment of costs and expenses (including attorneys’ fees) of Holders of Non-Federal Domestic Governmental Channeled Claims (other than States) and Holders of Tribe Channeled Claims (including any ad hoc group consisting of any of the foregoing), other than amounts paid pursuant to the AHC Reimbursement Agreement Assumption Order and MSGE Group Reimbursement Order. The Local Government and Tribe

Costs and Expenses Fund shall be funded in an aggregate amount not to exceed \$275 million from periodic distributions of 5.5% of each Public Creditor Trust Distribution. Payments from the Local Government and Tribe Costs and Expenses Fund shall be the exclusive means of payment from the Creditor Trusts for costs and expenses (including attorneys' fees) of any Holder of a Non-Federal Domestic Governmental Channeled Claim (other than a State) or a Holder of a Tribe Channeled Claim (or any ad hoc group consisting of any of the foregoing) or any attorney therefor, other than amounts paid in accordance with the order of the MDL Court establishing the Common Benefit Fund. Except as otherwise agreed in writing by the MSGE Group and the MDL Plaintiffs' Executive Committee the MSGE Fee Allocation Agreement shall be and remain fully enforceable and shall apply to the Local Government and Tribe Costs and Expenses Fund; *provided* that the costs associated with the arbitration process contemplated under the MSGE Fee Allocation Agreement shall not be paid by the Debtors, their Estates or any Creditor Trust. All modifications of the Local Government and Tribe Costs and Expenses Fund that directly impacts reimbursement of costs and expenses of Holders of Tribe Channeled Claims shall be reasonably acceptable to the Native American Tribe Group.

(b) **State Costs and Expenses.** On the Effective Date, the State Costs and Expenses Fund shall be established for the payment of costs and expenses (including attorneys' fees) of the States (including any ad hoc group thereof), other than amounts paid pursuant to the AHC Reimbursement Agreement Assumption Order. The State Costs and Expenses Fund shall be funded in an aggregate amount not to exceed \$225 million from periodic distributions of 4.5% of each Public Creditor Trust Distribution. Payments from the State Costs and Expenses Fund shall be the exclusive means of payment from the Creditor Trusts for costs and expenses (including attorneys' fees) of any State (or any ad hoc group thereof) or any attorney therefor, other than amounts paid in accordance with the order of the MDL Court establishing the Common Benefit Fund.

(c) **Common Benefit Fund Assessments.** On the Effective Date, a Common Benefit Escrow shall be established and funded by assessments of 5% of each Distribution made by the Private Creditor Trusts and 5% of the Truth Initiative Contribution. Such assessments will be paid by each Private Creditor Trust in respect of Distributions made by such Private Creditor Trust and by the Debtors in respect of the Truth Initiative Contribution, in each case, to the Common Benefit Escrow and then, upon its establishment, directly to the Common Benefit Fund established by the MDL Court, on periodic schedules for each Private Creditor Trust acceptable to the Governmental Consent Parties, the Ad Hoc Group of Hospitals, the Third-Party Payor Group, the NAS Committee and the Ad Hoc Group of Individual Victims, as applicable. The amounts in the Common Benefit Escrow shall be held in escrow until an order is entered by the MDL Court establishing a Common Benefit Fund, at which time the amounts held by the Common Benefit Escrow and all subsequent assessments of 5% of each Distribution made by the Private Creditor Trusts shall be transferred to and distributed in accordance with the order of the MDL Court establishing the Common Benefit Fund. To the extent a Holder of a Hospital Channeled Claim, a Third-Party Payor Channeled Claim, an NAS Monitoring Channeled Claim, an NAS PI Channeled Claim or a Non-NAS PI Channeled Claim (or any ad hoc group consisting of Holders of any of the foregoing) has retained counsel through a contingency fee arrangement, any contingency fees owed to such contingency counsel payable from Distributions under the Plan shall be reduced by the full amount payable under this Section 5.8(c).<sup>5</sup> However, the applicable Holder and its counsel, in their sole discretion, may agree that an amount up to but not exceeding 40% of the amount payable under this Section 5.8(c) may be applied to the reimbursement of actual costs and expenses incurred by such Holder's counsel, in which case such agreed

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<sup>5</sup> For the avoidance of doubt, any amount payable to counsel to the Ad Hoc Group of Individual Victims on an hourly basis (including incremental amounts in consideration of deferring payment of hourly fees) shall not constitute a "contingency fee," and the agreement in respect thereof shall not constitute a "contingency fee arrangement." in each case for purposes of Section 5.8 of the Plan.

cost-reimbursement amount shall not reduce the contingency fee amounts payable to such counsel. For the avoidance of doubt, if the Debtors, the Ad Hoc Committee or the MSGE Group agrees to any reduced or less restrictive terms concerning the 5% Common Benefit Fund assessment (or its implementation) provided under any portion of this Section 5.8(c) (or any portion of Section 5.8) for any of the Ad Hoc Group of Hospitals, the Third-Party Payor Group, the NAS Committee or the Ad Hoc Group of Individual Victims, then such modification shall apply to each of such groups, *mutatis mutandis*.

(d) **Hospital Costs and Expenses.** On the Effective Date, the Hospital Attorney Fee Fund shall be established for the payment of attorneys' fees and costs of the Ad Hoc Group of Hospitals with respect to Hospital Channeled Claims. The Hospital Attorney Fee Fund shall be funded with (i) 20% of each Abatement Distribution made by the Hospital Trust to Holders of Hospital Channeled Claims that have not retained (or are not part of an ad hoc group that has retained), on or before the General Bar Date as reflected in a timely filed Proof of Claim or representation to the Hospital Trust in accordance with the Hospital TDP, separate counsel through an individual contingency fee arrangement *less* (ii) the amount of such Distributions payable to the Common Benefit Escrow and the Common Benefit Fund under Section 5.8(c). The Hospital Attorney Fee Fund shall be administered by the Hospital Trust on terms acceptable to the Ad Hoc Group of Hospitals.

(e) **NAS Monitoring Claimant Costs and Expenses.** On the Effective Date, the NAS Monitoring Attorney Fee Fund shall be established for the payment of attorneys' fees and costs of the NAS Committee with respect to NAS Monitoring Channeled Claims. The NAS Monitoring Attorney Fee Fund shall be funded with (i) 20% of each Abatement Distribution made by the NAS Monitoring Trust *less* (ii) the amount of such Distributions payable to the Common Benefit Escrow and the Common Benefit Fund under Section 5.8(c). Reasonable expert costs incurred by the NAS Committee in the formation of the abatement plan for the NAS Monitoring Trust shall also be paid by the NAS Monitoring Trust, and, for the avoidance of doubt, (x) there shall be no amounts payable to the Common Benefit Escrow or the Common Benefit Fund on account of such cost reimbursements and (y) the 20% limitation on attorneys' fees shall not apply to the foregoing reasonable expert costs. The NAS Monitoring Attorney Fee Fund shall be administered by the NAS Monitoring Trust on terms acceptable to the NAS Committee.

(f) **Ratepayer Costs and Expenses.** On the Effective Date, the attorneys' fees of the Ratepayer Mediation Participants shall be paid from (i) 20% of the Truth Initiative Contribution *less* (ii) the amount of the Truth Initiative Contribution payable to the Common Benefit Escrow under Section 5.8(c).

(g) **PI Claimant Costs and Expenses.** The Creditor Trustee of the PI Trust shall pay or reimburse, as applicable, the compensation, costs and fees of professionals that represented or advised the Ad Hoc Group of Individual Victims and the NAS Committee in connection with the Chapter 11 Cases, as and to the extent provided in the PI Trust Agreement. Such compensation, costs and fees paid or reimbursed, as applicable, by the PI Trust shall be deducted from Distributions from (i) the PI Trust NAS Fund to Holders of Allowed NAS PI Channeled Claims and (ii) the PI Trust Non-NAS Fund to Holders of Allowed Non-NAS PI Channeled Claims, in each case pursuant to the PI Trust Documents. Nothing in this Section 5.8 shall impair or otherwise affect any fee contract that is not a contingency fee contract between the Ad Hoc Group of Individual Victims and its professionals, or between the NAS Committee and its professionals.

(h) **No Impairment of Contingency Fee Contracts; No Further Assessment.** Except as expressly set forth in this Section 5.8, nothing in the Plan shall impair or otherwise affect any contingency fee contract between any Holder of a Claim (or any ad hoc group of Holders of Claims) and such Holder's (or ad hoc group's) counsel. In this regard, the payment of the assessments described in this Section 5.8 shall be the only payment that such Holders (or their counsel) shall ever have

to make to the Common Benefit Fund with respect to amounts distributed under this Plan, and shall not be subject to any further or other common benefit or similar assessments with respect to amounts distributed pursuant to the Plan or payments to attorneys in respect thereof.

**5.9 Transferability of Distribution Rights.**

Any right to receive a Distribution or other payment from the Plan Administration Trust (including any PAT Distribution Account or PAT Reserve), a Creditor Trust or the Master Disbursement Trust (including the MDT Claims Reserve) shall not be evidenced by any certificate, security, receipt or in any other form or manner whatsoever, except on the books and records of the Plan Administration Trust (as maintained by the Plan Administration Trustee), the applicable Creditor Trust (as maintained by the applicable Creditor Trustees) or the Master Disbursement Trust (as maintained by the MDT Trustees), as applicable. Further, any right to receive a Distribution or other payment from the Plan Administration Trust (including any PAT Distribution Account or PAT Reserve), a Creditor Trust or the Master Disbursement Trust (including the MDT Claims Reserve) shall be nontransferable and nonassignable except by will, intestate, succession or operation of law. Any rights to receive a Distribution or other payment from the Plan Administration Trust (including any PAT Distribution Account or PAT Reserve), a Creditor Trust or the Master Disbursement Trust (including the MDT Claims Reserve) shall not constitute "securities" and shall not be registered pursuant to the Securities Act. If it is determined that such rights constitute "securities," the exemption provisions of section 1145(a)(1) of the Bankruptcy Code would be satisfied and such securities would be exempt from registration.

**5.10 Insurance Neutrality.**

Nothing in the Plan, the Plan Documents or the Confirmation Order, including any provision that purports to be preemptory or supervening, shall in any way relate to, or have the effect of, impairing, altering, supplementing, changing, expanding, decreasing or modifying (a) the rights or obligations of any of the Insurance Companies or (b) any rights or obligations of the Debtors arising out of or under any Purdue Insurance Policy.

**5.11 Transfer of Books and Records; Cooperation; Privilege.**

(a) **Transfer of Books and Records to NewCo and the Plan Administration Trust.** Except with respect to Excluded Assets, all documents, books and records of the Debtors shall be transferred and assigned to NewCo on or prior to the Effective Date pursuant to the NewCo Transfer Agreement; *provided* that, from and after the date of such transfer, the Plan Administration Trustee shall have the right to retain copies of all transferred documents, books and records and NewCo shall permit the Plan Administration Trustee and its counsel and representatives to have full access to such transferred documents, books and records. All documents, books and records of the Debtors that are Excluded Assets shall be transferred and assigned to the Plan Administration Trust; *provided* that, except for the Excluded Privileged Materials, NewCo shall receive copies of all documents, books and records of the Debtors that are Excluded Assets. Any documents transferred under this Section 5.11(a) that are documents that were produced to the Debtors by Shareholder Released Parties in connection with Purdue Legal Matters shall continue to remain subject to the terms of the Protective Order and any order of the Bankruptcy Court or provision of this Plan affording confidentiality protections to such documents, unless such documents are included in the Public Document Repository in accordance with the Plan and the Shareholder Settlement Agreement.

(b) **Cooperation with the Master Disbursement Trust and the Creditor Trusts.** On the Effective Date or as soon as reasonably practicable thereafter, the Debtors shall transfer and assign, or cause to be transferred and assigned, (i) to the MDT Trustees, (A) copies of all MDT Insurance Policies, (B) information and copies of documents, including books and records of the Debtors that



**EXHIBIT B**

# Sackler Contribution vs. Privates and DOJ Settlements

The following schedule compares the minimum negotiated Sackler Contribution payment schedule to the private settlements and the DOJ settlement.

## Net Distributable Value to MDT

(\$ in millions)	Emerg.	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
Sackler Contribution	300	350	350	350	350	300	1,000	475	425	375	-	4,275
MDT Distributable Value	\$ 300	\$ 350	\$ 350	\$ 350	\$ 350	\$ 300	\$ 1,000	\$ 475	\$ 425	\$ 375	\$ -	\$ 4,275
<u>Private Settlements</u>												
Hospitals	(25)	(35)	(45)	(45)	(50)	(50)	-	-	-	-	-	(250)
Third Party Payors	(1)	(121)	(121)	(122)	-	-	-	-	-	-	-	(365)
Ratepayers	(7)	-	-	-	-	-	-	-	-	-	-	(7)
NAS	(1)	(24)	(35)	-	-	-	-	-	-	-	-	(60)
Personal Injury Claimants (Minimum Payments) <sup>1</sup>	(300)	-	-	(200)	(100)	(100)	-	-	-	-	-	(700)
Total Private Settlements	\$ (334)	\$ (180)	\$ (201)	\$ (367)	\$ (150)	\$ (150)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,382)
DOJ Unsecured Claim	(25)	(10)	(10)	(5)	-	-	-	-	-	-	-	(50)
Total Private Settlements & DOJ Settlement	\$ (359)	\$ (190)	\$ (211)	\$ (372)	\$ (150)	\$ (150)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,432)
Remaining MDT Distributable Value, net Settlements	\$ (59)	\$ 160	\$ 139	\$ (22)	\$ 200	\$ 150	\$ 1,000	\$ 475	\$ 425	\$ 375	\$ -	\$ 2,843
NewCo MDT Shortfall Funding	59	-	-	-	-	-	-	-	-	-	-	59
Remaining MDT Distributable Value for the Publics	\$ -	\$ 160	\$ 139	\$ (22)	\$ 200	\$ 150	\$ 1,000	\$ 475	\$ 425	\$ 375	\$ -	\$ 2,902

1. Reflects the minimum amount due to the PIs excluding insurance proceeds.

Notwithstanding that funds from insurance proceeds and/or NewCo operations are projected to be available to fund the potential \$22 million shortfall in 2024, to address potential Plan feasibility issues, the Plan provides that the MDT Trustees will have the discretion to hold back and reserve MDT Distributable Value (up to no more than \$25 million, and only to the extent of their determined need) if they determine they may need it in 2024.

— The above chart excludes estimated MDT operating costs, which may increase the projected shortfall in 2024.

July 10, 2021

Council President Jared Eigerman  
Newburyport City Council  
Mayor Donna Holaday  
60 Pleasant Street  
Newburyport, MA 01950

Council President Eigerman, Members of the Newburyport City Council and Mayor Holaday,

The Central Congregational Church requests permission to paint the crosswalk at the corner of Pleasant Street and Titcomb Street in rainbow colors, similar to the crosswalk nearest to Newburyport City Hall.

We request permission to paint the sidewalk ourselves with paint provided by the city or that we purchase with guidance from the city. Street closings will be necessary to perform the painting. We plan to utilize a template similar to the crosswalk in front of City Hall, remaining compliant with visibility requirements while also demonstrating the feeling of inclusion we strive to communicate to the community. We have contacted the owners of Changing Tides Cafe (across Pleasant Street from the Church) and they are in full support of our proposal.

In recent years, municipalities around the world and the U.S. have installed rainbow crosswalks. Examples include Taipei, Tel Aviv, Toronto, Seattle, Philadelphia.

Locally, communities including Arlington, Brookline, Cambridge, Great Barrington, Northampton, Provincetown and Salem have them. In fact, Newburyport's 1<sup>st</sup> Rainbow Crosswalk is just down the street in front of City Hall. We believe this additional rainbow crosswalk will complement the others, adding to the feeling of inclusion in our city.

The Human Rights Commission supports this crosswalk proposal, if it meets with your approval. We were delighted to hear from the HRC that so many in our community support of rainbow crosswalks including the Newburyport Clergy Association, the Newburyport Human Rights Commission, DEI Alliance, Anti-Racism Affinity Group, Women's Huddle, Indivisible-RISE, the Governors Academy Family DEI Committee, Congregation Ahavas Achim, Old South Presbyterian Church, First Congregational Church of Rowley, Peoples UMC, Newburyport/Merrimacport UMC, First Congregational Church of Georgetown, First Religious Society UU Church, East Parish UMC, Main Street Congregational Church Amesbury, Belleville Congregational Church, and Central Congregational Church. Additionally, 27 local businesses and 378 people have registered support for this initiative (233 Newburyport adults, 65 students and 80 adults from neighboring communities).

Thank you for your consideration. We look forward to hearing your response. Thank you for all of your efforts in helping make Newburyport a more welcoming and inclusive community for all its residents and visitors.

Sincerely Yours,

Jean Copelin and Sarah Seamans  
Co- Chairs of the Central Congregational Church Board of Deacons  
14 Titcomb Street, Newburyport, MA

**TRANSFERS**

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

CITY OF NEWBURYPORT

2021 JUL -6 PM 3: 52



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IN CITY COUNCIL

**ORDERED:**

**EMERGENCY PREAMBLE**

Pursuant to Charter Section 2-9 (b) and as further defined in Section 1-7(7) an emergency exists due to the fact that the matter referenced in TRAN0107\_07\_12\_2021, a fiscal year 2021 transfer from Health Insurance Premiums to Fire Personnel Services, is time sensitive as MGL Ch. 44, Sec. 33B requires action on prior-year interdepartmental transfers within 15 days of the new fiscal year.

Therefore, the City Council hereby affirmatively declares that an emergency exists such that TRAN0107\_07\_12\_2021 may be voted upon at its first introduction to this Council.

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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  
Christopher J. LeClaire, Fire Chief 

Date: July 6, 2021

Subject: Fire Personnel Transfer

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We kindly request your approval of the emergency preamble and the associated transfer in the amount of \$55,000 to fund higher than anticipated Fire Department personnel expenses at the end of fiscal year 2021.

A recent request for \$110,000 was approved by the City Council based on previous projections. That amount, however, will fall short of what is needed due to absences caused by illness, injury and vacation time taken. At the beginning of FY2021, personnel were allowed to carry over an additional week of vacation due to COVID-19 restrictions. Normal policy allows for the carry-over of two weeks' vacation, which was restored for FY2022; this resulted in a greater number of personnel utilizing their remaining vacation time at the end of the fiscal year so they would not lose it. This overage is also due, in part, to the additional holiday that took place in June. Juneteenth, as a recognized state holiday, will now be included in operating budgets moving forward for those personnel who are eligible to receive holiday pay.

It is important to note that it would be impossible to budget for every day of leave or every scenario that we may face in a fiscal year. The budget amounts are based on projections and past usage history. This has been an especially brutal year with illness and injuries, complicated by COVID-19 where no one was able to take vacation due to workload and vacation spots being closed.

M.G.L. Ch. 44, Sec. 33B allows for year-end transfers to take place during the first 15 days of the new fiscal year. Therefore, we kindly request your approval of the emergency preamble so that this transfer may be approved in one reading.

Thank you for your support and consideration.



# CITY OF NEWBURYPORT FY 2021

TRAN107\_07\_12\_2021

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

## TRANSFER/APPROPRIATION REQUEST

JUL -6 PM 3:00

**Department:** Fire Department  
**Submitted by:** Christopher LeClaire, Fire Chief      **Date Submitted:** 7/12/2021

**Transfer From:**

Account Name:	<u>INS Health Insurance Premiums</u>	Balance:	<u>\$ 244,355.09</u>
Account Number:	<u>01914001-51700</u>	Category:	<u>\$ 234,181.84</u>
Amount:	<u>\$55,000.00</u>	Trans I/O:	<u>\$ -</u>

**Why Funds Are Available:**

A surplus is anticipated at year-end based on FY21 plan activity.

**Transfer To:**

Account Name:	<u>Fire Overtime</u>	Balance:	<u>\$ 51,423.36</u>
Account Number:	<u>01220001-51301</u>	Category:	<u>\$ 58,668.60</u>
Amount:	<u>\$31,500.00</u>	Trans I/O:	<u>\$ -</u>

**Why Funds Are Needed:**

Fire overtime was higher than anticipated for FY2021 due to long-term illnesses and other circumstances, which required coverage to meet minimum staffing requirements. For FY21, an additional week of vacation carry over was allowed due to the pandemic, increasing utilization towards the end of the fiscal year.

**Transfer To:**

Account Name:	<u>Fire Dispatch Overtime</u>	Balance:	<u>\$ (3,851.32)</u>
Account Number:	<u>01220001-51302</u>	Category:	<u>\$ 58,668.60</u>
Amount:	<u>\$10,000.00</u>	Trans I/O:	<u>\$ -</u>

**Why Funds Are Needed:**

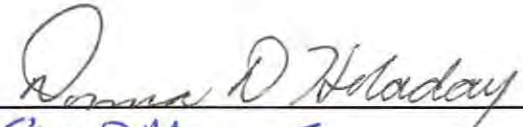
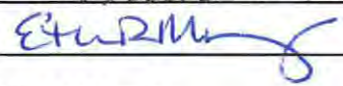
Dispatch overtime was higher than anticipated for FY2021. Overtime is incurred to ensure 24/7 coverage of the dispatch office. For FY21, an additional week of vacation carry over was allowed due to the pandemic, increasing utilization towards the end of the fiscal year.

**Transfer To:**

Account Name:	<u>Fire Paid Holidays</u>	Balance:	<u>\$ (13,313.98)</u>
Account Number:	<u>01220001-51402</u>	Category:	<u>\$ 58,668.60</u>
Amount:	<u>\$13,500.00</u>	Trans I/O:	<u>\$ -</u>

**Why Funds Are Needed:**

Due to the additional state holiday in June (Juneteenth).

Donna D. Holaday, Mayor:       Date: 7/7/21  
 Ethan R. Manning, Auditor:       Date: 7/6/21

Sponsor: Charles F. Tontar, Councillor At-Large

City Council Approval:

**APPOINTMENTS  
SECOND READING**



## SECOND READING APPOINTMENTS

- APPT257\_06\_28\_2021 Late File Erin Sheehy 2 River St. Council on Aging 5/31/2026
- APPT258\_06\_28\_2021 Late File Nancy K. Alcorn 58 Merrimac St. Board of Registrars 3/31/2024

### **In City Council June 28, 2021:**

Motion to approve collectively on 1<sup>st</sup> Reading APPT257\_06\_28\_2021 and APPT258\_06\_28\_2021 by Councillor Zeid, seconded by Councillor Shand. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

# ORDERS

## CITY OF NEWBURYPORT




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 IN CITY COUNCIL

ORDERED:

June 28, 2021

**THAT The CITY COUNCIL of the City of Newburyport** hereby amends the Rule 20A of the City Council of the City of Newburyport 2021 to read as follows, with ~~deletions double-stricken and in *italized*~~, and additions double-underlined and italicized:

**Rule 20A.** As with any Consent Agenda item, a single member of the Council may move such item to the regular Agenda. As provided in the Charter, the Council may elect to refer any proposed Mayoral Appointment to a standing or ad hoc Committee, which shall review such appointment and may make a recommendation to the Full Council not fewer than seven (7) nor more than 45 days after such referral. Such Committee may require any person whose name has been referred to it to appear before such Committee, or before the Full Council, to give any information relevant to the appointment that the Committee of the Full Council may require. Notwithstanding the optional referral of proposed appointments provided for in this Rule 20A, appointments and reappointments of the following officers shall always be referred through the Consent Agenda to the standing committee with oversight over such board or commission:

- Members of the Board of Health and Health Director;
- **Building Commissioner;**
- Building Inspector;
- City Auditor/Director of Finance;
- City Librarian;
- City Treasurer;
- Director of the Department of Public Services;
- Members of the Conservation Commission and Conservation Agent;
- Harbormaster;
- Members of the License Commission;
- Members of the Newburyport Redevelopment Authority board;
- Members of the Newburyport Waterfront Trust board;
- Members of the Planning Board, Planning Director, and Zoning Administrator;
- Members of the Water and Sewer Commission; and
- Members of the Zoning Board of Appeal.

---

Councillor Sharif I. Zeid

**In City Council June 28, 2021:**

Motion to waive the rules and accept the late file items by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

Motion to continue to date certain, July 12, 2021 by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 9 yes, 2 absent (AK, JE). Motion passes.

# ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 24, 2021

**AN ORDINANCE TO AMEND CHAPTER 5 OF THE MUNICIPAL CODE RELATING TO PLUMBING AND GAS FEES**

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

THAT Chapter 5 Article IV of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended to read as follows, with ~~deletions double-stricken and in italicized~~, and additions double-underlined and italicized:

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

<b>Residential</b>	<b>Fee</b>
Permit fee:	<del>\$20.00</del> <u><i>\$40.00</i></u>
Inspection fee:	<del>\$30.00</del> <u><i>\$45.00</i></u>
Charge for each fixture:	<del>\$5.00</del> <u><i>\$10.00</i></u>
Replacement hot water heater:	<del>\$30.00</del> <u><i>\$60.00</i></u>
Re-Inspection fee	<u><i>\$45.00</i></u>
<b>Commercial</b>	<b>Fee</b>
Permit fee:	<del>\$30.00</del> <u><i>\$40.00</i></u>
Inspection fee:	<del>\$30.00</del> <u><i>\$45.00</i></u>

Charge for each fixture:	\$10.00
Replacement hot water heater:	<del>\$40.00</del> <u>\$75.00</u>
Re-Inspection fee	<u>\$45.00</u>

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

<b>Residential</b>	<b>Fee</b>
Permit fee:	<del>\$20.00</del> <u>\$40.00</u>
Inspection fee:	<del>\$30.00</del> <u>\$45.00</u>
Appliance fee:	\$5.00
Replacement hot water heater:	<del>\$30.00</del> <u>\$60.00</u>
Re-Inspection fee	<u>\$45.00</u>
<b>Commercial</b>	<b>Fee</b>
Permit fee:	<del>\$30.00</del> <u>\$40.00</u>
Inspection fee:	<del>\$30.00</del> <u>\$45.00</u>
Appliance fee:	\$10.00
Replacement hot water heater:	<del>\$40.00</del> <u>\$50.00</u>
Re-Inspection fee	<u>\$45.00</u>

---

Councillor Tontar

**In City Council May 24, 2021:**

Motion to refer to Budget & Finance by Councillor Tontar, seconded by Councillor Vogel. Roll call vote. 11 yes. Motion passes.

**In City Council June 28, 2021:**

Motion to approve 1<sup>st</sup> Reading by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 8 yes, 1 no (JD) 2 absent (AK, JE). Motion passes.



CITY OF NEWBURYPORT



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

ORDERED:

**AN ORDINANCE REGARDING ALTERATION AND MAINTENANCE OF THE PUBLIC RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO STREETS AND SIDEWALKS**

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 add the following:

**Chapter 12 – Streets, Sidewalks, and Other Public Places**

**Article VII – Alterations and Maintenance**

**Section 12-200 – Definitions**

“**Alteration**” shall be defined as a change that affects or could affect the usability of all or part of a public street, sidewalk, or within the right-of-way. Alterations include activities such as construction, reconstruction, rehabilitation, resurfacing, widening, grade changes, and projects of similar scale and effect. Replacement or relocation of drainage and underground utilities shall also be considered alterations.

“**Maintenance**” shall be defined as activities on public streets, sidewalks, or within the right-of-way that do not significantly affect the public's access to or usability of the road. Maintenance includes smaller scale repairs such as pavement patching, crack filling and sealing, sidewalk or curb repairs, minor drainage and utility repairs, re-painting of existing markings, and projects of similar scale and effect.

**Section 12-201 – Approval Required**

- 1) Alteration of a public street, sidewalk, or right-of-way must receive approval by the City Council via Order. Types of projects that require approval include but are not limited to:
  - a) Street resurfacing or reconstruction, curb and sidewalk replacement or reconstruction, drainage and utility relocation or replacement
  - b) Crosswalk changes, intersection improvements, complete streets projects or traffic calming retrofits

- c) Changes in signage, signals, pavement markings, or anything that changes traffic or on-street parking patterns
- 2) Maintenance of a public street, sidewalk or within the right-of-way does not require City Council approval. The following types of projects also do not need approval under this section:
- a) Sidewalk or curb reconstruction as part of the residential sidewalk partnership program
  - b) Street excavation and driveway opening permits approved separately by the Department of Public Services

### **Section 12-202 – Project Reporting and Planning**

By November 1 of each year, the Department of Public Services, the Planning Department, and any other applicable city department shall submit in writing to the City Clerk the following:

- 1) A list of street and sidewalk projects completed in the preceding fiscal year describing location and scope of work including linear feet, total expended broken down by funding source, and breakdown of resources used (engineering services (internal or external), contractor services, in-house resources, etc.) and any other relevant details
- 2) Any request-for-proposals and bid documents generated during the preceding fiscal year
- 3) Any grant documents (submissions, awards, etc.) generated or received during the preceding fiscal year
- 4) An up-to-date 5-year street and sidewalk project plan for the subsequent five calendar years that includes scopes of work, schedules, costs, and source of funds

### **Section 12-203 – Project Design and Review**

Prior to any alteration of a public street, sidewalk or within the right-of-way, the applicant shall submit in writing to the City Clerk the following:

- 1) Project Plan that shows at a minimum:
  - a) To-scale existing conditions base plan (recent aerial or surveyed) with property lines (GIS or surveyed)
  - b) Locations of proposed curb, sidewalk, limits of paving, materials, pavement markings, crosswalks, ADA ramps, signage, traffic controls, utilities (if being relocated or replaced), trees and vegetated areas
- 2) Project Summary that describes at a minimum:
  - a) Scope of work, project schedule, and project manager
  - b) Compliance with MassDOT standards and City of Newburyport "Construction and Traffic Standard Details"
  - c) Compliance with Complete Streets Policy (as adopted by Council on 1/29/2018)
  - d) Traffic calming elements
  - e) Resident notification and public communication methods
  - f) Construction staging areas, pedestrian safety near work zones, detour routes and signage, and police details
  - g) Project cost estimate and funding source
  - h) City Engineer approval (whether designed in-house or outsourced)

**Section 12-204 – Transparency Requirement**

The City Clerk shall submit the information reference in Section 12-202 and 12-203 to the City Council in the form of a communication and to post the same to the City's Website.

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Councillor Christine Wallace, Ward 4

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Councillor James McCauley, Ward 5