

**CITY COUNCIL “HYBRID”**

**MEETING AGENDA**

**August 9, 2021**

**Regular Council Meeting 7:00 pm**

**Executive Session**

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

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

Zoom Details for Regular Session

Please click the link below to join the webinar:

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

Or One tap mobile :

US: +13017158592

Or Telephone:

US: +1 301 715

Webinar ID: 879 7793 4012

**1. CALL TO ORDER**

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

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**3. EXECUTIVE SESSION**

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

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

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

**5. LATE FILE**

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

**6. PUBLIC COMMENT**

**7. MAYOR'S COMMENT**

**CONSENT AGENDA**

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

**8. APPROVAL OF MINUTES**

- July 12, 2021 City Council Meeting (Approve)

**9. COMMUNICATIONS**

- APPL044\_08\_09\_2021 Block Party Atkinson b/w Strong & Boardman 9/25/2021 (PS)  
(raindate 9/26/2021)
- APPL045\_08\_09\_2021 Maritime Days 9/10/2021-9/12/2021 (PS)

- APPL046\_08\_09\_2021 9th Annual Coast to the Cure NF bike ride 9/11/2021 (PS)  
Chain Bridge to Ocean St
- APPL047\_08\_09\_2021 Block Party 9/18/21 Middle St b/w Center & Fair (PS)
- APPL048\_08\_09\_2021 A-Frame Variance- The Peg Center for Art & Activism, Inc. (LP)
- COMM338\_08\_09\_2021 Blight at State & High, Abandoned Global Oil Service Station (P&D)
- COMM339\_08\_09\_2021 High Street Pavement Marking & Striping Plan (NCS)

#### 10. TRANSFERS

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

#### 11. APPOINTMENTS

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

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

#### **Budget and Finance**

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

#### **Neighborhood & City Services**

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

#### **Planning & Development**

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

#### **Public Safety**

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

## END OF CONSENT AGENDA

### REGULAR AGENDA

#### 9. MAYOR'S UPDATE

#### 10. COMMUNICATIONS

- COMM340\_08\_09\_2021 Police Marshal Murray Contract

#### 11. TRANSFERS

#### 12. SECOND READING APPOINTMENTS

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

#### 13. ORDERS

- ORDR265\_08\_09\_2021 CPC-FY22 Recommendations
- ORDR266\_08\_09\_2021 Veteran's Parking Space Painting
- ORDR267\_08\_09\_2021EP Emergency Preamble Early Voting 2021
- ORDR267\_08\_09\_2021 Early Voting 2021
- ORDR268\_08\_09\_2021 Accepting Safe Boat Grant
- ORDR269\_08\_09\_2021 Friends of COA Gift Acceptance
- ORDR270\_08\_09\_2021 Indigenous Peoples Day
- ORDR271\_08\_09\_2021 Merrimac Street Striping Plan

#### 14. ORDINANCES

- ODNC080\_06\_07\_2021 Amended Union St Parking Restrictions 2<sup>nd</sup> Reading
- ODNC081\_06\_07\_2021 Amended Quorum Historic Comm (UPDATED 7/8/21) 2<sup>nd</sup> Reading
- ODNC085\_08\_09\_2021 AHT increasing membership-codify as Municipal Board
- ODNC086\_08\_09\_2021 Loading Zone - Liberty Street
- ODNC087\_08\_09\_2021 Municipal Facility Reports
- ODNC088\_08\_09\_2021 Municipal Building Procurement
- ODNC089\_08\_09\_2021 VII-A-Off-street parking regulations

#### 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
- ORDR252\_05\_24\_2021 Phillips Drive Loan Order (COTW)
- COMM332\_06\_28\_2021 Phillips Drive Neighborhood Committee Letter
- **TRAN108 07 12 2021 Multiple Accts \$99,921 to Multiple Accts \$99,921 (see attached)**

## 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**
- COMM337\_07\_12\_2021 Central Congregational Request crosswalk painting
- ODNC084\_07\_12\_2021 Streets, Sidewalks, and Other Public Places Alterations and Maintenance

## Planning & Development

### *In Committee:*

- ODNC046\_01\_27\_2020 Zoning Amendment - Short Term Rental Units Definition
- COMM231\_03\_09\_2020 Ltr re: Short-Term Rental Ordinance
- **ODNC076 05 10 2021 Proposed Zoning Amendment Mini-Reform (COTW)**
- COMM282\_01\_27\_2021 Ltr from Jim McCarthy re: Sign Proposal
- ODNC083\_06\_28\_2021 Zoning-Amendment-I-95-Wind-Corridor
- APPT260\_07\_12\_2021 Patricia Peknik 4 Dove St. Historical Comm. 7/31/2024

## Public Safety

### *In Committee:*

- COMM216\_01\_13\_2020 Ltr re: Ban the Use of Glyphosate
- APPT165\_04\_13\_2020 Dr. Robin Blair 18 Market St. Board of Health 4/30/2023
- COMM243\_05\_11\_2020 Ltr from Jane Rascal re: NMMCD
- ORDR200\_07\_30\_2020 List of Crosswalks Amended
- COMM283\_01\_27\_2021 Ltr from Jim McCarthy-speed limit

- COMM328\_05\_10\_2021 Petition 25 mph Ferry & Laurel Rds.
- COMM334\_06\_28\_2021 Crosswalk Rawson Ave/High St/Highland Ave
- COMM335\_06\_28\_2021 Safety Review Rawson Ave Ltr. Daniel Blest
- **APPT256 06 28 2021** **Mark Murray**

**Marshal**  
**Newburyport**  
**Police Dept.**

**6/30/2026**

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

**Public Utilities**

***In Committee:***

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

**Rules**

***In Committee:***

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

**16. GOOD OF THE ORDER**

**17. ADJOURNMENT**

**PRESENTATION  
FOR  
JOHN F. CUTTER, Jr.  
FIRE STATION PROJECT**



CITY OF NEWBURYPORT  
OFFICE OF PLANNING AND DEVELOPMENT

60 PLEASANT STREET • P.O. Box 550  
NEWBURYPORT, MA 01950  
(978) 465-4400 • (978) 465-4452 (FAX)

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 AUG -3 PM 3:45

DONNA D. HOLADAY  
MAYOR

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MEMORANDUM

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TO: NEWBURYPORT CITY COUNCIL  
FROM: GEORDIE VINING, SENIOR PROJECT MANAGER  
CC: CHRIS LECLAIRE, FIRE CHIEF  
SUBJECT: JOHN F. CUTTER, JR. FIRE STATION (WEST END) PROJECT  
DATE: 8/3/21

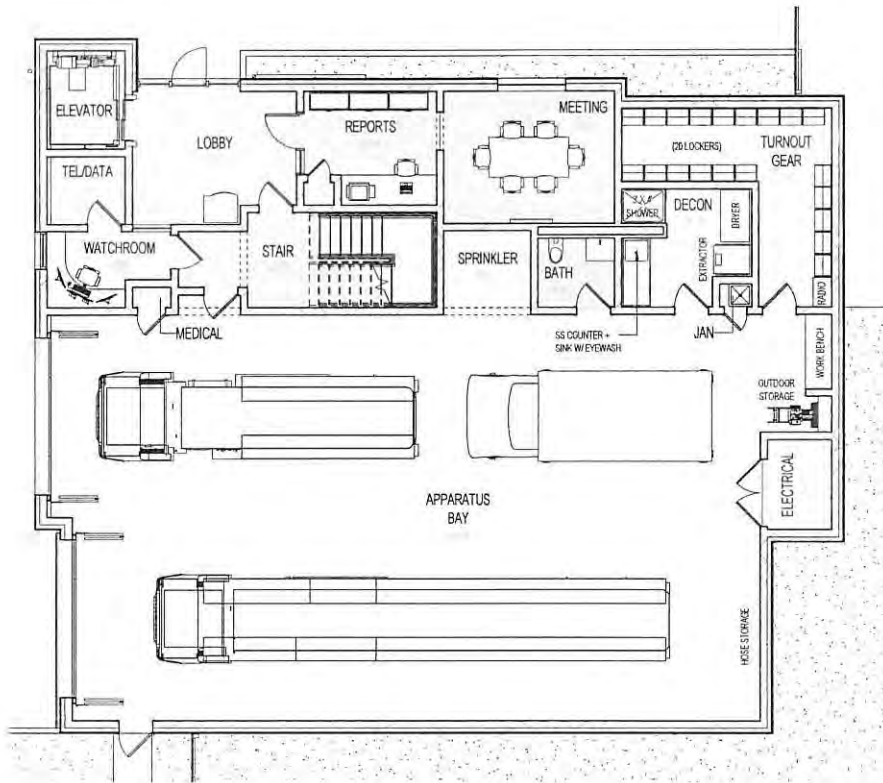
The City has worked with consultants on the fire station project feasibility study for approximately two years. We are asking for your general support of the project and the site so that we can move to the formal design phase.

This project was last before the full City Council in the spring of 2020 when the Council directed us to develop schematic plans for renovating the Headquarters fire station as well as some variations on constructing a new John F. Cutter, Jr. Fire Station in the west end. Work was delayed by the pandemic but restarted a few months ago. The architects have provided a range of options for a two-bay Station #2 at the existing site, with various pros and cons, along with cost estimates. As a member of the fire station working group, Councilor Zeid is providing an overview presentation to the full Council and the general public. The project is currently estimated at approximately \$6 million, separate from any potential land acquisition.

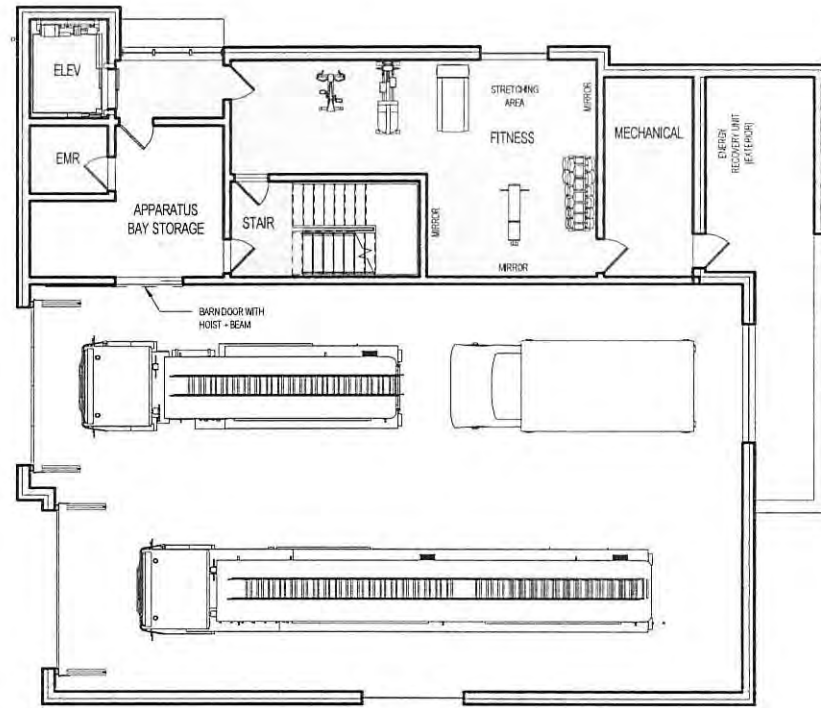
Safety is driving this project. As noted earlier, Winter Street Architects reviewed the existing John F. Cutter Fire Station facility in 2019 and concluded that it is inadequate in nearly every respect, cannot be responsibly renovated, and is not a healthy building for the firefighters stationed there. There is no separation between the living quarters and the carcinogens of the Apparatus Room and equipment area. The facility has no insulation, no cooling system, no fire protection sprinkler system, no handicapped accessibility, no accommodation for a multi-gendered fire service staff, and no storage space.

The final piece we need to clarify before we move forward with full design and associated public meetings is defining the footprint of the building and the site. We need to clarify the City's interest in pursuing the acquisition of a portion of the adjacent parcel for an "expanded site," which could provide additional space for parking, potential future expansion, etc., vs. using just the existing municipal parcel in order to proceed with the project. Once that is determined, we will return to the Council at a subsequent meeting with a request for design phase funding, as well as addressing renovations at the headquarters fire station.

Thank you for your consideration.



① LEVEL 1  
3/32" = 1'-0"



② STORAGE LEVEL  
3/32" = 1'-0"

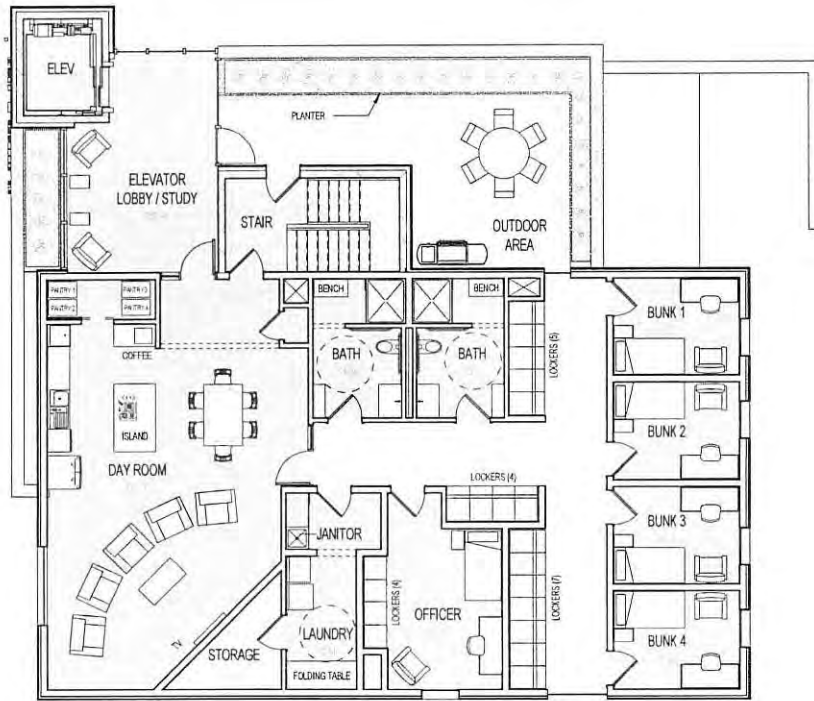
JOHN F CUTTER JR - NEWBURYPORT FIRE STATION 2

2.4.21

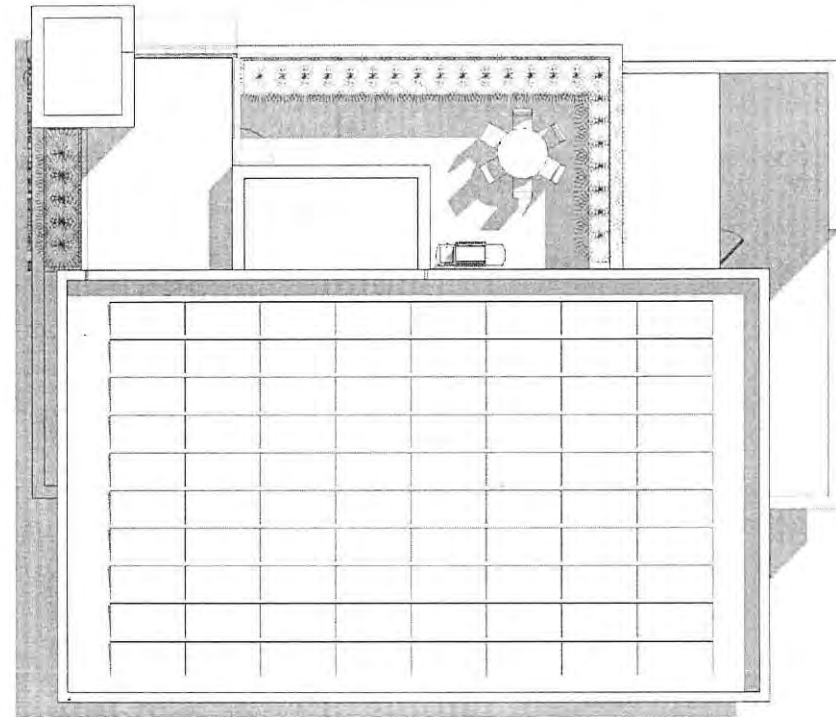
LEVEL 1 + 2

NEWBURYPORT, MA





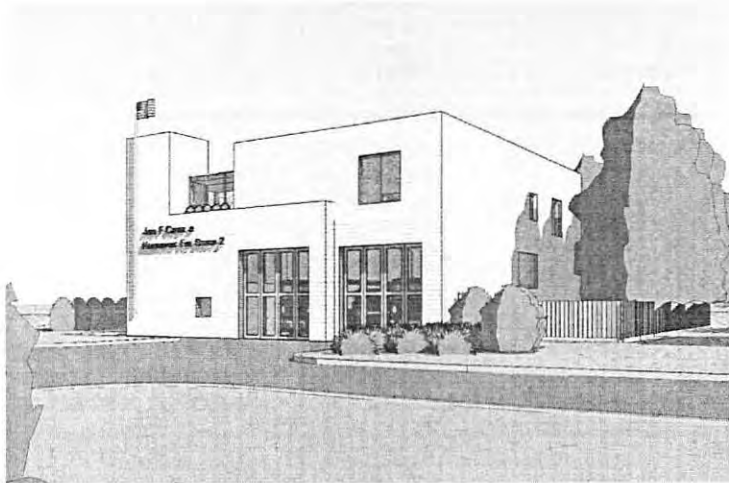
① LEVEL 3  
3/32" = 1'-0"



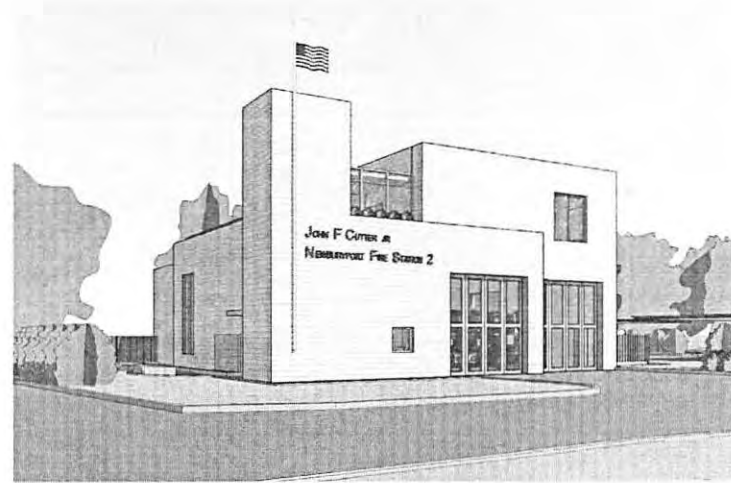
② ROOF  
3/32" = 1'-0"

JOHN F CUTTER JR - NEWBURYPORT FIRE STATION 2

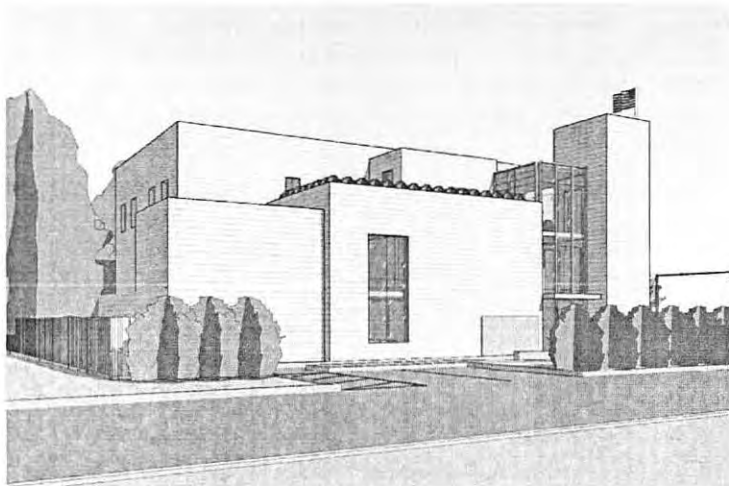
LEVEL 3 + ROOF



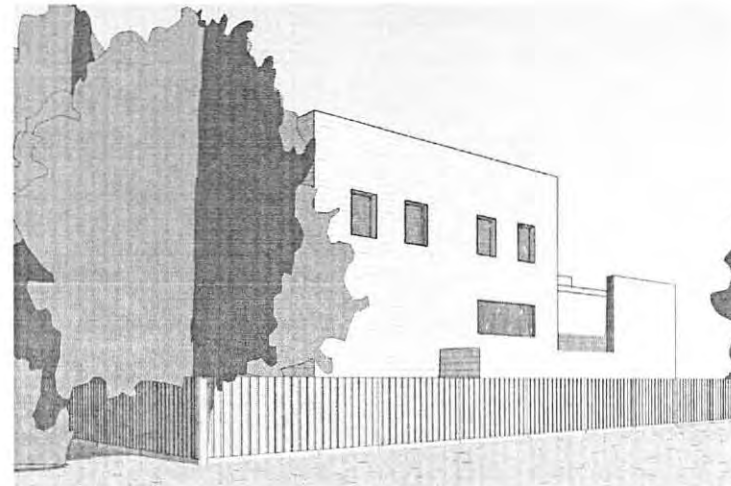
① View 1



② View 2



③ View 3

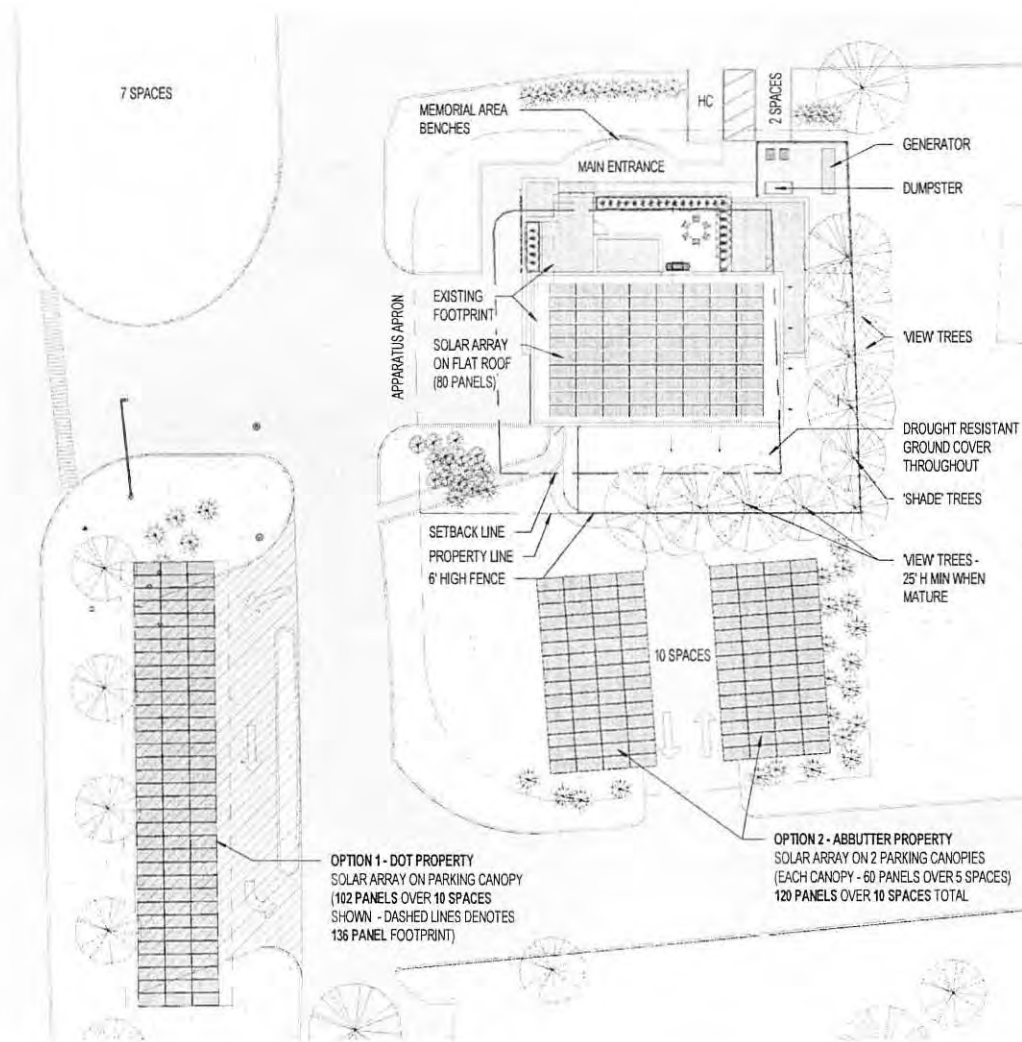


④ View 4

JOHN F CUTTER JR - NEWBURYPORT FIRE STATION 2

FLAT ROOF PERSPECTIVES

2



WINTER STREET ARCHITECTS, INC.

# JOHN F CUTTER JR - NEWBURYPORT FIRE STATION 2

2.4.21

## SITE PLAN

NEWBURYPORT, MA

One Story-One Building-One Site VERSION					3/15/2021
NEW STATION ( REV.) CONSTRUCTION COST ESTIMATE		CONST. COST	SIZE	COST/SF	Year
		\$5,072,551	6440 sf	\$788	2021
WOOD BASED CONSTRUCTION					
DIVISIONS/ELEMENT SUMMARY		Construction Change	Cost/SF	Cost	Total Cost
<b>03 Concrete</b>		6440 sf			
A1010	Standard Foundations		\$8.26	\$53,194	
A1020	Special Foundations		\$0.87	\$5,603	
A1030	Slab on Grade		\$6.01	\$38,704	
A2020	Foundation Walls		\$4.86	\$31,298	
B1010	Floor Construction		\$3.46	\$22,308	\$151,108
<b>04 Masonry</b>					
B2010	Exterior Walls		\$32.00	\$206,080	
C1010	Partitions		\$13.83	\$89,065	\$295,145
<b>05 Metals</b>					
B1010	Floor Construction	*Wood	\$25.60	\$164,864	
B1020	Roof Construction	*Wood	\$9.87	\$63,576	
B2010	Exterior Walls	*Wood from Metal Studs	\$3.72	\$23,957	
C1030	Fittings		\$2.89	\$18,612	
C2010	Stair Construction	*Single Wood Stair from R2	\$3.67	\$0	\$271,008
<b>06 Wood, Plastics, and Composites</b>					
B1020	Roof Construction		\$6.77	\$43,599	
B2010	Exterior Walls	*Wood from Metal Studs	\$4.26	\$27,460	
C1030	Fittings		\$4.98	\$32,071	\$103,130
<b>07 Thermal and Moisture Protection</b>					
A1030	Slab on Grade		\$1.79	\$11,528	
A2020	Basement Walls		\$0.39	\$2,512	
B2010	Exterior Walls	*Wood Framing	\$35.83	\$230,758	
B3010	Roof Coverings		\$18.78	\$120,943	
C1010	Partitions		\$1.50	\$9,660	\$375,400
<b>08 Openings</b>					
B2020	Exterior Windows		\$9.52	\$61,309	
B2030	Exterior Doors	*OH Doors instead Bifold	\$10.65	\$68,586	
C1010	Partitions		\$1.67	\$10,755	
C1020	Interior Doors		\$5.18	\$33,359	\$174,009
<b>09 Finishings</b>					
B2010	Exterior Walls	*Hardipanel	\$3.29	\$21,175	
C1010	Partitions		\$8.00	\$51,520	
C3010	Wall Finishes		\$7.34	\$47,270	
C3020	Floor Finishes		\$11.74	\$75,606	
C3030	Ceiling Finishes		\$4.18	\$26,919	\$222,489
<b>10 Specialties</b>					
C1030	Fittings	*Reduction in Ext. Signage	\$9.80	\$63,112	
D4030	Fire Protection Specialties		\$0.46	\$2,962	\$66,074
<b>11 Equipment</b>					
E1090	Other Equipment		\$4.10	\$26,404	\$26,404
<b>12 Furnishings</b>					
E2010	Fixed Furnishings		\$0.59	\$3,800	\$3,800
<b>14 Conveying Equipment</b>					
D1010	Elevators & Lifts		\$17.00	\$109,480	\$109,480
<b>21 Fire Suppression</b>					
D4010	Sprinklers		\$7.00	\$45,080	\$45,080
<b>22 Plumbing</b>					
D2010	Plumbing Fixtures		\$4.48	\$28,851	
D2020	Domestic Water Distribution		\$7.00	\$45,080	
D2030	Sanitary Waste		\$12.50	\$80,500	
D2040	Rain Water Drainage		\$0.57	\$3,671	
D2090	Other Plumbing Systems		\$1.79	\$11,528	\$169,630
<b>23 Heating, Ventilating, and Air Conditioning</b>					

D3020	GeoTherm Heating / Cooling Systems			GREEN BUILDING	\$31.00	\$199,640	
	GEOTHERMAL WELL FIELD	4000 lf		GREEN BUILDING	\$25.00	\$100,000	
D3040	Distribution Systems				\$15.00	\$96,600	
D3060	Controls & Instrumentations				\$8.00	\$51,520	
D3070	Systems Testing & Balancing				\$1.00	\$6,440	
D3090	Other HVAC Systems & Equipment				\$11.00	\$70,840	\$525,040
<b>26</b>	<b>Electrical</b>						
D5010	Electrical Service & Distribution				\$35.00	\$225,400	
	Photovoltaic Panels - 227	67.8 kW		GREEN BUILDING	\$4,000.00	\$271,200	
D5090	Other Electrical Systems				\$1.79	\$11,528	
G4010	Electrical Distribution				\$13.82	\$89,001	
G4020	Site Lighting				\$5.84	\$37,610	\$634,738
<b>27</b>	<b>Communications</b>						
D5030	Communications & Security				\$2.00	\$12,880	
G4030	Site Communications & Security				\$1.25	\$8,050	\$20,930
<b>28</b>	<b>Electronic Safety and Security</b>						
D5030	Communications & Security				\$9.50	\$61,180	\$61,180
<b>31</b>	<b>Earthwork</b>						
A1010	Standard Foundations				\$1.84	\$11,850	
A1030	Slab on Grade				\$4.31	\$27,756	
G1030	Site Earthwork				\$3.90	\$25,116	\$64,722
<b>32</b>	<b>Exterior Improvements</b>						
G1010	Site Clearing				\$1.54	\$9,918	
G2010	Roadways				\$1.02	\$6,569	
G2020	Parking Lots				\$10.97	\$70,647	
G2030	Pedestrian Paving				\$4.29	\$27,628	
G2040	Site Development				\$8.00	\$51,520	
G2050	Landscaping	Reduction			\$4.21	\$27,100	\$193,380
<b>33</b>	<b>Utilities</b>						
G3010	Water Supply				\$5.12	\$32,973	
G3020	Sanitary Water				\$5.12	\$32,973	
G3030	Storm Sewer				\$5.12	\$32,973	
G3050	Cooling Distribution				\$5.12	\$32,973	\$131,891

				<b>\$3,644,639</b>
<b>MARGINS &amp; ADJUSTMENTS</b>				
Clerk-of-the-Works				<b>\$150,000</b>
Owner's Contingency				\$255,125
General Conditions / General Requirements	Gen. Conditions / Gen. Requirements	9%		\$328,018
Bonds and Insurances	Bonds and Insurances	2.70%		\$107,262
Overhead and Profit	Overhead and Profit	4.00%		\$163,197
Design / Estimating Contingency	Design / Estimating Contingency	10%		\$424,312
<b>ESTIMATED TOTAL COST of CONSTRUCTION</b>				<b>\$5,072,551</b>
<b>OTHER EXPENSES</b>		<b>Approx. Budget</b>		
Land Acquisition		\$0 (Not needed this scheme)		
Const. Testing		\$7,500		
Geotech Testing		\$12,000		
Const. Cost Escalation	3%	- (after May 2022)		
Design Fees		\$525,000		
Furnishings		\$7,500		
Utility Fees		TBD		
Temp. Facilities		- At Central Sta.		<b>If Needed \$400,000</b>
HazMat Testing		\$5,500		
Fitness Equip		\$8,000		
Audio Visual (proj./screen/Monitor)		\$5,000		
<b>Total Other Expenses</b>		<b>\$570,500</b>	<b>EST. PROJECT COST</b>	<b>\$5,643,051</b>

# WINTER STREET

January 27, 2021

**Geordie Vining**  
Project Manager  
Office of Planning & Development  
City of Newburyport; 60 Pleasant Street; Newburyport, MA 01950

Via Email: [GVining@CityofNewburyport.com](mailto:GVining@CityofNewburyport.com)  
Copy Chief LeClaire: [CLeClaire@CityofNewburyport.com](mailto:CLeClaire@CityofNewburyport.com)

**RE: Fire Stations Study – Solar Energy Production / Seeking Net-Zero Energy Consumption**

Electrical Power Requirements

Three electric bills for the Fire Department were provided to WSA by the City. Two for the Central Fire Station denoting each as "Lighting" & "Heating" and another for Fire Station #2. We used the Central Station electrical consumption as a basis of design in this investigation and modifying it to suit the renovation and new construction profiles of the Central Fire Station and New Construction of Fire Station #2.

**Central Station Power Use - Existing**

	Lighting	Heating	Total	
	kWh	kWh	kWh	Month
	4200	1440	5640	Jan
	3920	1520	5440	Feb
	4200	1280	5480	Mar
	3800	1840	5640	Apr
	3480	1040	4520	May
	3400	1760	5160	Jun
	3120	3600	6720	Jul
	3840	3120	6960	Aug
	3440	4240	7680	Sep
	3240	2240	5480	Oct
	3520	800	4320	Nov
	4440	640	5080	Dec
<b>Total</b>	<b>44600</b>	<b>23520</b>	<b>68120</b>	<b>kWh/Yr.</b>
Monthly Average			5677	kWh/Mth
Daily Average			187	kWh/Day
Hourly Average			7.78	kW/Hr

The power consumption for the year 2020 is shown in the adjacent table. The total kilowatt hours for the 13,810sf building per year are **68,120 kiloWatt/hours (kWh)** or equivalent to **4.9327 kWh per square foot**. The construction and renovation projects will introduce modern higher energy efficient equipment and will include envelopes of a high insulative capacity. We feel using the existing consumption factored into the new construction will provide a basis to capture the requirements of the new and renovated spaces with a safe margin of error that is required for an early investigation of this kind.

The cost of power will be the average cost provided in the 2020 electric bill and is **\$0.1887/kWh**. Rates have been escalated in the ROI proforma at \$0.02 each 5-year period reflecting some historical data.

That includes the power cost and associated fees. Future fees may include a charge for the sale of power from overproduction of solar power and purchase of Green Power during times of under production. As these are not known at this time they have been excluded here as

this investigation is an "order of magnitude" viewpoint to determine the viability of investing in solar energy production to achieve Net Zero Energy Consumption.

It should be noted that a **Net Zero Energy Building** is not required to generate its own clean energy and that any additional power needed can be purchased from a Green Energy Supplier to supplement the on-site energy generation. This will be necessary during low energy production periods and likewise for sale during times of excess clean energy production.

**Anticipated Power Consumption**

The table below uses information from the 2020 electric bills for the Central Station and includes 2021 Average Cost Rate of power (\$0.2111), and derives a per square foot use of power (4.9327 kWh/sf) to assign to the new Central Station Addition and to the new 6,800sf Fire Station 2.

This information will be used in the calculations for Solar Power production.

	Area	Unit		
<b>CENTRAL STATION</b>	<b>13810</b>	<b>sf</b>		
<i>Existing Station</i>	<b>Cost</b>	<b>kWh</b>	<b>Cost per kWh</b>	<b>Cost/yr</b>
HQ ELEC BILL (Lighting)	\$799.14	4280	0.1867	
HQ ELEC BILL (Heat)	\$305.00	1600	0.1906	
Month TOTAL	\$1,104.14	5880	0.2111	Today's Rate
Existing Per Year		68120	0.2111	\$14,380
per SF		4.9327	kWh/sf	
<b>Central Station Addition</b>	<b>11,190</b>	<b>55196</b>		
<b>TOTAL Anticipated kWh</b>		<b>123316</b>	<b>0.2111</b>	<b>\$26,032</b>
<b>New Fire Station 2</b>	Area SF	Unit		kWh
	6,800	4.9327 kWh/sf		33,542
Cost			0.2111	\$7,081
<b>COMBINED BUILDING REQUIREMENTS</b>	Area SF	kWh	Rate	Cost
Central Station + Addition	25,000.00	123316	0.2111	\$26,032
New Fire Station #2	6,800.00	33542	0.2111	\$7,081
<b>Total</b>	<b>31,800.00</b>	<b>156859</b>	<b>0.2111</b>	<b>\$33,113</b>

**Solar Power Production**

According to MassSolar.gov a 300W solar panel will produce, on average, 1.1kWh of electricity over a day and 33.5kWh of electricity a month in Massachusetts. This considers cloudy days, night-time and the early and late portions of sunny days when energy production is not at its peak. The Central Station has been planned to receive 325-300W panels for energy generation and Fire Station 2 has 126 panels accommodated. Parking across the street from Fire Station 2 may have a covering canopy that can accommodate installation of 100 panels and these have been included in the calculations.

Solar Panel Energy Generation

Future	300W Panels	Capacity	factor	Generation
Central Station	325 ea	97,500 kW	1.1	88,636 kWh
Fire Station 2	80 ea	24,000 kW	1.1	21,818 kWh
Parking Structure Solar Option	136 ea	40,800 kW	1.1	37,091 kWh
<b>Combined</b>	<b>541 ea</b>	<b>121,500 kW</b>	<b>1.1</b>	<b>147,545 kWh</b>

Following is a table demonstrating the existing and anticipated energy requirements of the fire stations and exhibiting potential generation of Solar Power.



## Energy Usage

<b>Historical</b>	<i>Building Area</i>	<i>per SF Annual</i>	<i>Daily Average</i>	<i>Annual</i>
Central Station 2020	13,810 SF	4.9 kWh	187 kWh	68,120 kWh
Fire Station 2 - 2020	2,300 SF	8.9 kWh	56 kWh	20,364 kWh
<b>Combined</b>	<b>16,110 SF</b>	<b>5.5 kWh</b>	<b>242 kWh</b>	<b>88,484 kWh</b>

<b>Future</b>	<b>Building Area</b>	<b>per SF Annual</b>	<b>Daily Average</b>	<b>Annual</b>
Central Station 2020	25,000 SF	4.9 kWh	338 kWh	123,318 kWh
Fire Station 2 - 2020	6,800 SF	4.9 kWh	92 kWh	33,542 kWh
<b>Combined</b>	<b>31,800 SF</b>	<b>4.9 kWh</b>	<b>430 kWh</b>	<b>156,860 kWh</b>

## Solar Panel Energy Generation

<b>Future</b>	<b>300W Panels</b>	<b>Capacity</b>	<i>factor</i>	<b>Generation</b>
Central Station	325 ea	97,500 kW	1.1	88,636 kWh
Fire Station 2	80 ea	24,000 kW	1.1	21,818 kWh
Parking Structure Solar Option	136 ea	40,800 kW	1.1	37,091 kWh
<b>Combined</b>	<b>541 ea</b>	<b>121,500 kW</b>	<b>1.1</b>	<b>147,545 kWh</b>

## Net Energy

<b>Future</b>	<b>Generation</b>
Total Usage	-156,860 kWh
Total Generation	147,545 kWh
<b>Net</b>	<b>-9,314 kWh</b>

*As you can see there is a near balance of solar power generation and energy use. We believe with new equipment of higher efficiency and increasing the insulative value of the building's envelope would sway the used energy to be less than the generated energy. In any case the City of Newburyport will be selling Green Power back to the Utility during periods of high generation and low use and when power production is less than needed it will buy power from a Green Power vendor.*

**Cost of Clean Energy Production**

	Solar Panels	W/panel	KW	Cost/kW	Est. Cost
<b>Estimated On-Site Generation</b>					
Fire Station No. 2	126 panels	300 W	37.8	\$4,000 /kW	\$151,200
Fire Station No. 2 Parking Roof	100 panels	300 W	30	\$4,000 /kW	\$120,000
Central Station	325 panels	300 W	97.5	\$3,500 /kW	\$341,250
			<b>TOTAL</b>		<b>\$612,450</b>

**Return on Investment (ROI)**

*As the quick analysis has a deficit of 6587kWh at a value of under \$1,400 we believe that improved energy efficiency will be had in the renovation and new construction. We think the difference is negligible and could very likely go the other way to producing more power than is consumed. The rough ROI below considers producing all the power needed is being produced on-site and a balance between purchasing green power during period of low production and selling excess green power to the Utility.*

	Qty	Rate	Power Generation
Solar Panels	551		kWh
Cost Installed	\$612,450	<b>0.1877</b>	<b>150273</b>

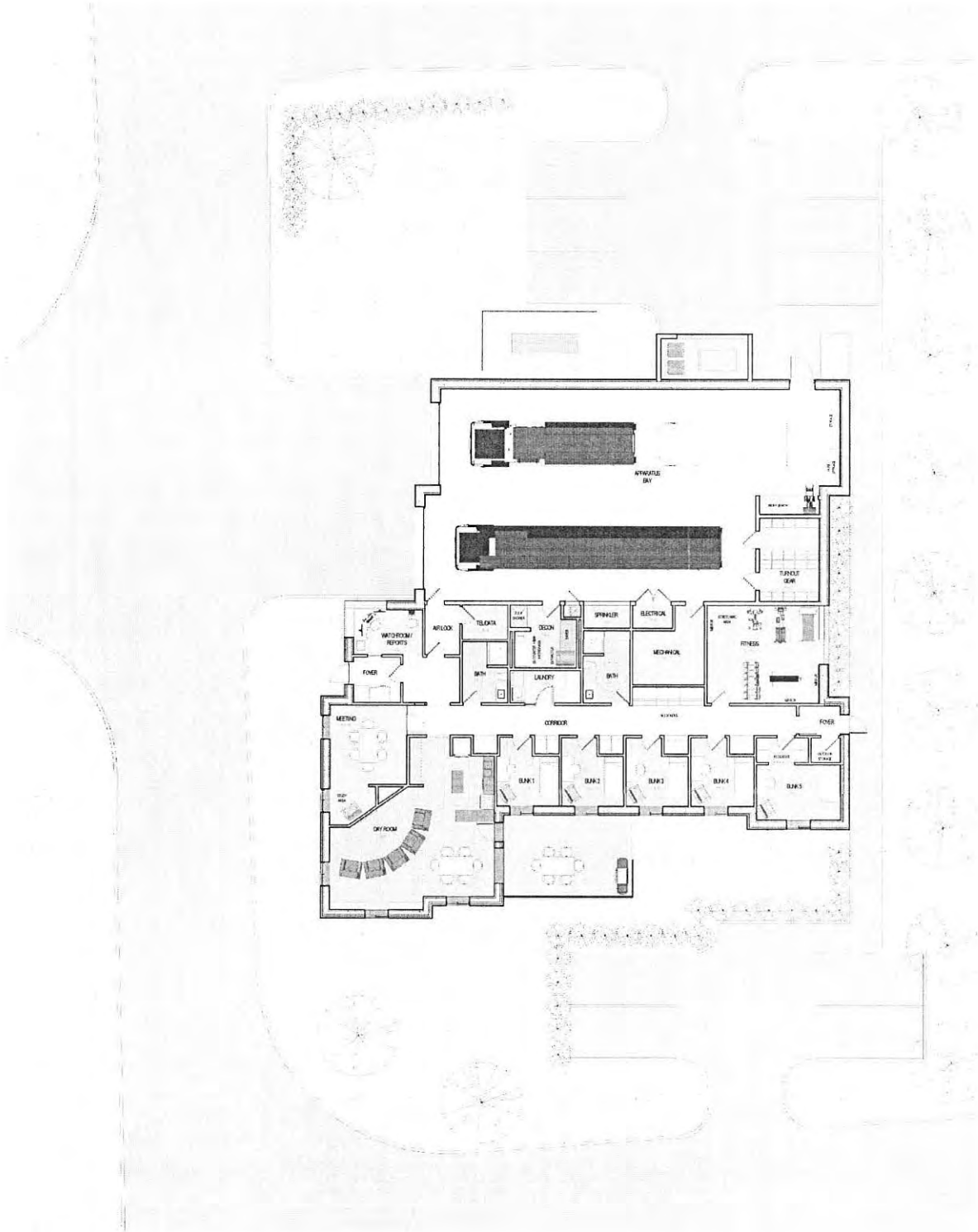
**Return on Investment [ROI]**

Cost / ROI	Period	kWh Produced	Value Generated	Rate Escalation
\$612,450.00	1 Year	150273	\$31,722.63	0.2111
\$438,809.55	5 Years	~	\$173,640.45	0.2311
\$235,114.50	10 Years	~	\$377,335.50	0.2511
\$1,364.85	15 Years	~	\$611,085.15	0.2711
(\$232,384.81)	20 Years	~	\$844,834.81	0.2811
(\$518,730.01)	25 Years	~	\$1,131,180.01	0.3011

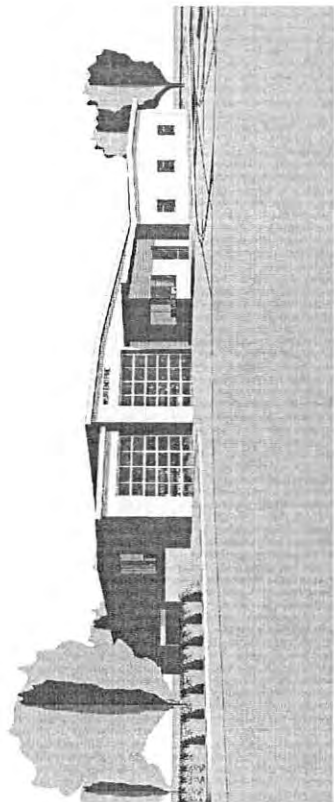
COST REDUCTION STRATEGY FOR JOHN F. CUTTER FIRE STATION						
NEW STATION ( REV.) CONSTRUCTION COST ESTIMATE	COST	SIZE		COST/SF	Year	
	\$5,353,424	6800	sf	\$787	2021	
WOOD BASED CONSTRUCTION						
DIVISIONS/ELEMENT SUMMARY	Construction Change			Cost/SF	Cost	Total Cost
03 Concrete	6800 sf					
A1010	Standard Foundations			\$8.26	\$56,168	
A1020	Special Foundations			\$0.87	\$5,916	
A1030	Slab on Grade			\$6.01	\$40,868	
A2020	Foundation Walls			\$4.86	\$33,048	
B1010	Floor Construction			\$3.46	\$23,555	\$159,555
04 Masonry						
B2010	Exterior Walls			\$32.00	\$217,600	
C1010	Partitions			\$13.83	\$94,044	\$311,644
05 Metals						
B1010	Floor Construction	*Wood		\$25.60	\$174,080	
B1020	Roof Construction	*Wood		\$9.87	\$67,130	
B2010	Exterior Walls	*Wood from Metal Studs		\$3.72	\$25,296	
C1030	Fittings			\$2.89	\$19,652	
C2010	Stair Construction	*Single Wood Stair from R2		\$3.67	\$24,970	\$311,127
06 Wood, Plastics, and Composites						
B1020	Roof Construction			\$6.77	\$46,036	
B2010	Exterior Walls	*Wood from Metal Studs		\$4.26	\$28,995	
C1030	Fittings			\$4.98	\$33,864	\$108,895
07 Thermal and Moisture Protection						
A1030	Slab on Grade			\$1.79	\$12,172	
A2020	Basement Walls			\$0.39	\$2,652	
B2010	Exterior Walls	*Wood Framing		\$35.83	\$243,658	
B3010	Roof Coverings			\$18.78	\$127,704	
C1010	Partitions			\$1.50	\$10,200	\$396,386
08 Openings						
B2020	Exterior Windows			\$9.52	\$64,736	
B2030	Exterior Doors	*OH Doors instead Bifold		\$10.65	\$72,420	
C1010	Partitions			\$1.67	\$11,356	
C1020	Interior Doors			\$5.18	\$35,224	\$183,736
09 Finishings						
B2010	Exterior Walls	*Hardipanel		\$3.29	\$22,358	
C1010	Partitions			\$8.00	\$54,400	
C3010	Wall Finishes			\$7.34	\$49,912	
C3020	Floor Finishes			\$11.74	\$79,832	
C3030	Ceiling Finishes			\$4.18	\$28,424	\$234,926
10 Specialties						
C1030	Fittings	*Reduction in Ext. Signage		\$9.80	\$66,640	
D4030	Fire Protection Specialties			\$0.46	\$3,128	\$69,768
11 Equipment						
E1090	Other Equipment			\$4.10	\$27,880	\$27,880
12 Furnishings						
E2010	Fixed Furnishings			\$0.59	\$4,012	\$4,012
14 Conveying Equipment						
D1010	Elevators & Lifts			\$17.00	\$115,600	\$115,600
21 Fire Suppression						
D4010	Sprinklers			\$7.00	\$47,600	\$47,600
22 Plumbing						
D2010	Plumbing Fixtures			\$4.48	\$30,464	
D2020	Domestic Water Distribution			\$7.00	\$47,600	
D2030	Sanitary Waste			\$12.50	\$85,000	
D2040	Rain Water Drainage			\$0.57	\$3,876	
D2090	Other Plumbing Systems			\$1.79	\$12,172	\$179,112

<b>23 Heating, Ventilating, and Air Conditioning</b>							
D3020	GeoTherm Heating / Cooling Systems			GREEN BUILDING	\$31.00	\$210,800	
	GEOTHERMAL WELL FIELD	4000 lf		GREEN BUILDING	\$25.00	\$100,000	
D3040	Distribution Systems				\$15.00	\$102,000	
D3060	Controls & Instrumentations				\$8.00	\$54,400	
D3070	Systems Testing & Balancing				\$1.00	\$6,800	
D3090	Other HVAC Systems & Equipment				\$11.00	\$74,800	\$548,800
<b>26 Electrical</b>							
D5010	Electrical Service & Distribution				\$35.00	\$238,000	
	Photovoltaic Panels - 226	67.8 kW		GREEN BUILDING	\$4,000.00	\$271,200	
D5090	Other Electrical Systems				\$1.79	\$12,172	
G4010	Electrical Distribution				\$13.82	\$93,976	
G4020	Site Lighting				\$5.84	\$39,712	\$655,060
<b>27 Communications</b>							
D5030	Communications & Security				\$2.00	\$13,600	
G4030	Site Communications & Security				\$1.25	\$8,500	\$22,100
<b>28 Electronic Safety and Security</b>							
D5030	Communications & Security				\$9.50	\$64,600	\$64,600
<b>31 Earthwork</b>							
A1010	Standard Foundations				\$1.84	\$12,512	
A1030	Slab on Grade				\$4.31	\$29,308	
G1030	Site Earthwork				\$3.90	\$26,520	\$68,340
<b>32 Exterior Improvements</b>							
G1010	Site Clearing				\$1.54	\$10,472	
G2010	Roadways				\$1.02	\$6,936	
G2020	Parking Lots				\$10.97	\$74,596	
G2030	Pedestrian Paving				\$4.29	\$29,172	
G2040	Site Development				\$8.00	\$54,400	
G2050	Landscaping	Reduction			\$4.21	\$28,614	\$204,190
<b>33 Utilities</b>							
G3010	Water Supply				\$5.12	\$34,816	
G3020	Sanitary Water				\$5.12	\$34,816	
G3030	Storm Sewer				\$5.12	\$34,816	
G3050	Cooling Distribution				\$5.12	\$34,816	\$139,264

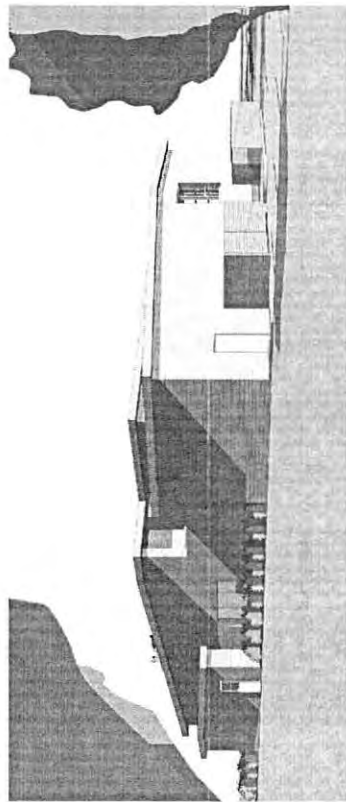
				<b>\$3,852,596</b>
<b>MARGINS &amp; ADJUSTMENTS</b>				
Clerk-of-the-Works				<b>\$150,000</b>
Owner's Contingency				\$269,682
General Conditions / General Requirements	Gen. Conditions / Gen. Requirements	9%		\$346,734
Bonds and Insurances	Bonds and Insurances	2.70%		\$113,382
Overhead and Profit	Overhead and Profit	4.00%		\$172,508
Design / Estimating Contingency	Design / Estimating Contingency	10%		\$448,522
<b>ESTIMATED TOTAL COST of CONSTRUCTION</b>				<b>\$5,353,424</b>
<b>OTHER EXPENSES</b>				
	<b>Approx. Budget</b>		<b>Potential Cost</b>	
Land Acquisition	TBD			\$175K - \$500K ????
Const. Testing	\$7,500			
Geotech Testing	\$12,000			
Const. Cost Escalation	3% -	(after May 2022)		
Design Fees	\$525,000			
Furnishings	\$7,500			
Utility Fees	TBD			<b>If Needed</b>
Temp. Facilities	-	At Renovated Central Station.		<b>\$400,000</b>
HazMat Testing	\$5,500			
Fitness Equip	\$8,000			
Audio Visual (proj./screen/Monitor)	\$5,000			
<b>Total Other Expenses</b>		<b>\$570,500</b>	<b>PROJECT COST</b>	<b>\$5,923,924</b>



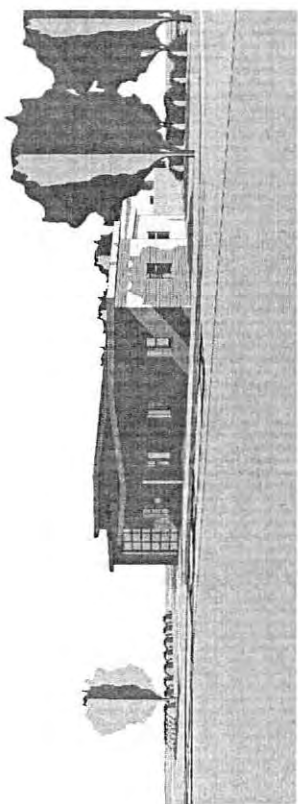
1 LEVEL 1 - ONE BUILDING  
 (PRI) 1/8" = 1'-0"



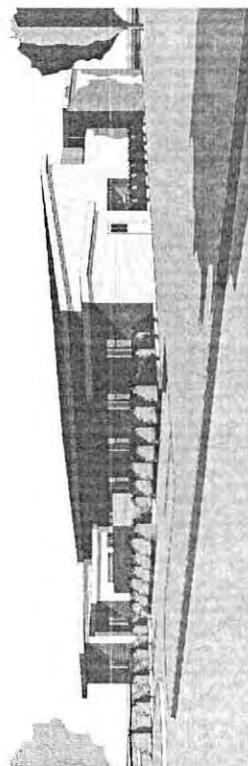
2 3D View 2 - ONE BUILDING



4 3D View 4 - ONE BUILDING



1 3D View 1 - ONE BUILDING



3 3D View 3 - ONE BUILDING

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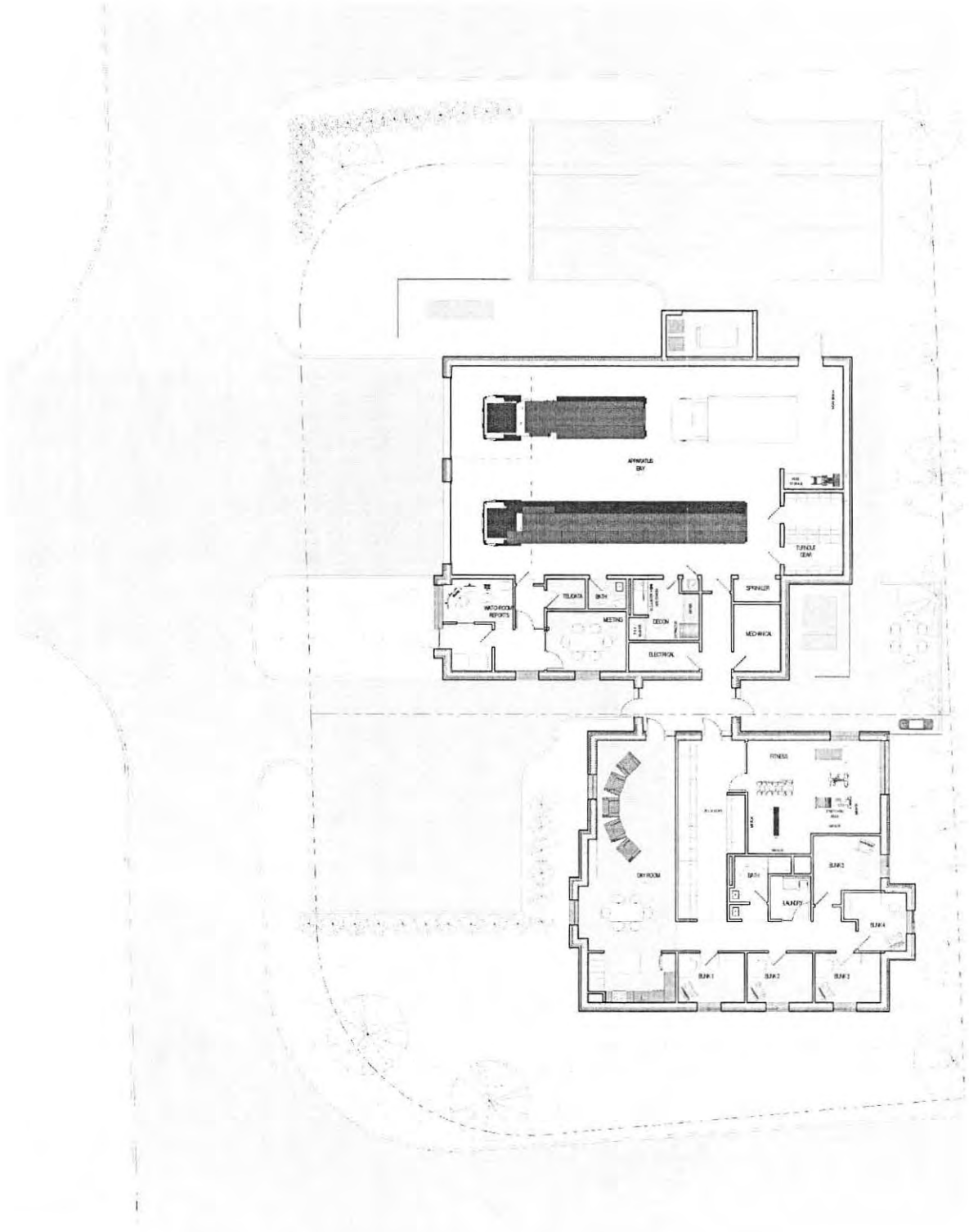
STUDY DESIGN

4 MARCH 2021

JOHN F. CUTTER STATION, JR. FIRE STATION 2

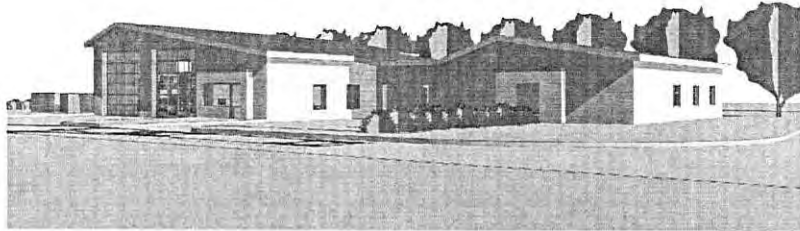
NEWBURYPORT, MA

WINTER STREET ARCHITECTS



1 LEVEL 1 - TWO BUILDINGS  
 1/8" = 1'-0"

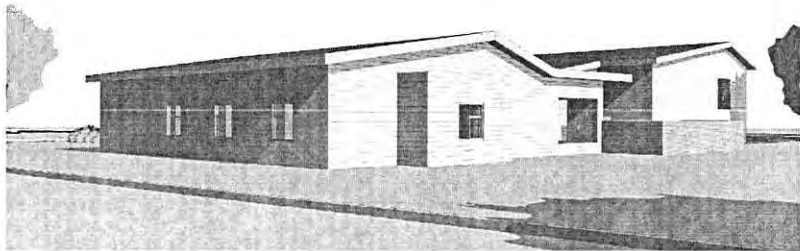




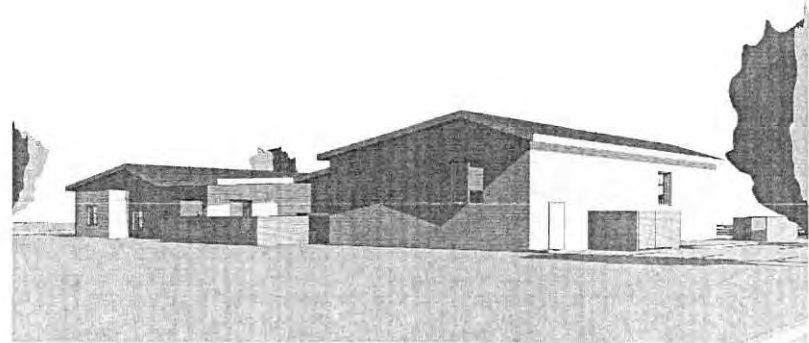
1 3D View 1 - TWO BUILDING  
PR4



2 3D View 2 - TWO BUILDING  
PR4



3 3D View 3 - TWO BUILDING  
PR4



4 3D View 4 - TWO BUILDING  
PR4

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STUDY DESIGN

4 MARCH 2021

JOHN F. CUTTER STATION, JR. FIRE STATION 2

NEWBURYPORT, MA

WINTER STREET ARCHITECTS

## **CONSENT AGENDA**

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

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.**

The City Council President Jared Eigerman called the City Council meeting to order at 7:00 pm and asked the City Clerk, Richard B. Jones, to call the roll. The following City Councillors answered present McCauley, Shand, Tontar, Vogel, Wallace, Zeid, Connell, Khan, Lane, and Eigerman. 10 present, 1 absent (JD).

2. Motion to take Late File COMM336\_07\_12\_2021 Purdue’s proposed plan of restructuring out of order by Councillor Zeid, seconded by Councillor Khan. So voted. Motion to go into Executive Session 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 Purdue Pharma by Councillor Vogel, seconded by Councillor Zeid. So voted.

**LATE FILE** COMM336\_07\_12\_2021 Purdue’s proposed plan of restructuring

Motion to go into Executive Session for the purpose of discussing litigation by and between the Planning Board and the Institution for Savings, and secondarily, the possible acceptance of a Reorganization Plan by the Bankruptcy Court for Pharma, by Councillor Vogel, , seconded by Councillor Zeid. Roll call vote. 11 yes. Motion passes

\*\*\*\*\*

**3. CALL TO ORDER FOR REGULAR COUNCIL MEETING AT 8:00 PM**

The City Council President Jared Eigerman called the City Council meeting to order at 8:00 pm and asked the City Clerk, Richard B. Jones, to call the roll. The following City Councillors answered present McCauley, Shand, Tontar, Vogel, Wallace, Zeid, Connell, Devlin, Khan, Lane, and Eigerman. 11 present.

4. **LATE FILE** 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

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

- 5. PUBLIC COMMENT
- 6. MAYOR'S COMMENT

**CONSENT AGENDA**

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

**7. APPROVAL OF MINUTES**

- June 17, 2021 City Council Meeting  
Minutes\_06\_17\_2022 removed from Consent Agenda at the request of Councillor Eigerman.
- June 22, 2021 City Council Meeting (Approve)
- June 28, 2021 City Council Meeting  
Minutes\_06\_28\_2021 removed from Consent Agenda at the request of Councillor Khan.

**8. COMMUNICATIONS**

- APPL042\_07\_12\_2021 IPA 5K 40 Parker St. 9/26/21 (PS)

**9. TRANSFERS**

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

**10. 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. Harbormmaster 8/1/2024  
Shellfish Const./Sp. Police Officer

APPT260\_07\_12\_2021 removed from the Consent Agenda at the request of Councillor Khan.

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 36 Lime St. Planning Board 1/31/2024

- APPT248 05 24 2021 Koup 20 Strong St. Historical Comm. 5/31/2024  
Christopher  
J. Fav
- APPT251 06 07 2021 Aileen Graf 2 Liberty St. Fruit St Hist 6/20/2024  
Comm.
- 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

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

#### REGULAR AGENDA

#### 9. MAYOR'S UPDATE

#### 10. COMMUNICATIONS

- APPL032\_06\_28\_2021 (Updated race date) NBPT Road Race 11/7/2021 Cashman Park  
Motion to receive and file by Councillor McCauley, seconded by Councillor Zeid. So voted.
- APPL043\_07\_12\_2021 Late File Block Party Barton St, 8/14/2021  
Motion to refer to Public Safety by Councillor McCauley, seconded by Councillor Tontar. So voted.
- COMM336\_07\_12\_2021 Purdue's proposed plan of restructuring  
Motion to receive and file by Councillor McCauley, seconded by Councillor Tontar. So voted.
- COMM337\_07\_12\_2021 Central Congregational Request crosswalk painting  
Motion to refer to Public Neighborhood & City Services by Councillor Zeid, seconded by Councillor Tontar. So voted.
- Minutes\_06\_17\_2021  
Motion to approve by Councillor Zeid, seconded by Councillor Devlin. 10 yes, 1 recused (JE). So voted.
- Minutes\_06\_28\_2021  
Motion to approve by Councillor Zeid, seconded by Councillor Devlin. 9 yes, 2 recused (AK, JE). So voted.

## 11. TRANSFERS

- TRAN107\_07\_12\_2021 EP Emergency Preamble with supporting Ltr from Mayor  
Motion to approve by Councillor Tontar, seconded by Councillor Vogel. Roll call vote. 11 yes. Motion passes.
- 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  
Motion to approve by Councillor Tontar, seconded by Councillor Connell. So voted.

## 12. FIRST READING APPOINTMENTS

- APPT260\_07\_12\_2021 Patricia Peknik 4 Dove St. Historical Comm. 7/31/2024  
Motion to refer to Planning & Development by Councillor Shand, seconded by Councillor Khan. So voted.

## 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  
Motion to approve on second reading by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 11yes.  
Motion passes.

## 14. ORDERS

- ORDR264\_06\_28\_2021 Amending Rule 20A  
(Continued from June 28, 2021)  
Motion to approve by Councillor Zeid, seconded by Councillor Lane. So voted.

## 15. ORDINANCES

- ODNC079\_05\_24\_2021 Plumbing and Gas Fees Sec 5-111 & 5-112 Second Reading  
Motion to approve on second reading by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 10 yes,  
1 no (JD). Motion passes.
- ODNC084\_07\_12\_2021 Streets, Sidewalks, and Other Public Places Alterations and Maintenance  
Motion to refer to Neighborhood & City Services by Councillor Tontar, seconded by Councillor McCauley.  
So voted.

## 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)

Motion to approve by Councillor Zeid, seconded by Councillor Tontar. So voted.

- ODNC082\_06\_28\_2021 ARPA Fund

- COMM333\_06\_28\_2021 American Rescue Plan Act of 2021 ARPA Funds

Motion to receive and file collectively ODNC082\_06\_28\_2021 and COMM333\_06\_28\_2021 by Councillor Zeid, seconded by Councillor Khan. So voted.

- TRAN106\_06\_28\_2021 LIB Sal Staff \$5,000 to LIB Maint-Equipment \$5,000

Motion to approve by Councillor Zeid, seconded by Councillor Connell. So voted.

- **ORDR258 06 28 2021 Ch 59 Sec 5N Vet Property Tax Exemption**

Motion to approve by Councillor Zeid, seconded by Councillor McCauley. Motion to amend to change the word exemption to abatement by Councillor Zeid, seconded by Councillor McCauley. So voted.

- **ORDR259 06 28 2021 Ch. 59 Sec. 5K to allow the adjustments to the exemptions**

Motion to approve by Councillor Zeid, seconded by Councillor Tontar. Motion to amend to strike to the exemption by Councillor Zeid, seconded by Councillor Tontar. So voted.

- **ORDR260 06 28 2021 Ch. 59 Sec. 5K, changing the income limits**

Motion to approve by Councillor Zeid, seconded by Councillor McCauley. So voted.

- **ORDR261 06 28 2021 Parks Gift Acceptance- Pioneer**

Motion to approve by Councillor Zeid, seconded by Councillor Connell. So voted.

- **ORDR263 06 28 2021 FY22 Rec Revolving Fund Order**

Motion to approve by Councillor Zeid, seconded by Councillor McCauley. So voted.

- COMM311\_03\_08\_2021 Cllr Tontar letter re: KP Law Legal Opinion on Council Salaries
- ORDR252\_05\_24\_2021 Phillips Drive Loan Order

Motion to waive the rules and remove from committee by Councillor Zeid, seconded by Councillor Tontar. So voted. Motion to remove and refer to Budget & Finance and COTW by Councillor Zeid, seconded by Councillor Tontar. So voted.

- 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** **36 Lime St.** **Planning Board** **1/31/2024**  
**Koup**

Motion to approve by Councillor Shand, seconded by Councillor Tontar. Roll call vote. 11 yes. Motion passes.

- **APPT248 05 24 2021** **Christopher J. Fav** **20 Strong St.** **Historical Comm.** **5/31/2024**

Motion to approve by Councillor Shand, seconded by Councillor Connell. Roll call vote. 11 yes. Motion passes.

- **APPT251 06 07 2021** **Aileen Graf** **2 Liberty St.** **Fruit St Hist Comm.** **6/20/2024**

Motion to approve by Councillor Shand, seconded by Councillor Tontar. Roll call vote. 11 yes. Motion passes.

- **ODNC081 06 07 2021** **Amended Quorum Historic Comm (UPDATED 7/8/21)**  
Motion to approve on 1<sup>st</sup> reading as updated by Councillor Shand, seconded by Councillor Tontar. Roll call vote. 11 yes. Motion passes.
- **ORDR196 07 13 2020** **Open Space and Recreation Plan 2020 (COTW)**  
Motion to receive and file by Councillor Shand, seconded by Councillor Zeid. Roll call vote. 11 yes. Motion passes.
- **COMM215 01 13 2020** **Ltr re: Colby Farm Open Space Beautification**  
Motion to receive and file by Councillor Shand, seconded by Councillor Tontar. Roll call vote. 11 yes. Motion passes.
- **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**  
Motion to approve on 1<sup>st</sup> reading by Councillor McCauley, seconded by Councillor Connell. Roll call vote. 11 yes. Motion passes.
- **APPL029 06 07 2021** **Nbpt Half Marathon** **10/24/2021**
- **APPL032 06 28 2021** **NBPT Road Race 10/17/2021 Cashman Park**  
Motion to approve APPL029\_06\_07\_2021 and APPL032\_06\_28\_2021 with date changed from 10/17/2021 to 11/7/2021 collectively by Councillor McCauley seconded by Councillor Zeid. So voted.
- **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**  
Motion to approve APPL033\_06\_28\_2021, APPL034\_06\_28\_2021, APPL035\_06\_28\_2021, APPL036\_06\_28\_2021, APPL037\_06\_28\_2021, APPL040\_06\_28\_2021 subject to the permit from the Commonwealth of Massachusetts being on file with the City Clerk's Office and the Massachusetts Certification having been issued, and APPL041\_06\_28\_2021 collectively by Councillor McCauley seconded by Councillor Connell. So voted.
- **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**

Councillor Khan – Wednesday, July 14<sup>th</sup> at 6:30 pm the City Council is invited to tour the YWCA at Hillside

**18. ADJOURNMENT**

Motion to adjourn by Councillor Tontar, seconded by Councillor Devlin at 8:57 pm. So voted.

## COMMUNICATIONS



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 JUL 15 PM 1:36



CITY OF NEWBURYPORT  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950

**BLOCK PARTY APPLICATION**

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

DATE OF REQUEST: 7-7-21

**CONTACT INFORMATION**

FIRST AND LAST NAME: Angela Ely

MAILING ADDRESS: 9 Strong Street

PHONE NUMBER: 513-377-1374

E-MAIL ADDRESS: Angelaely@gmail.com

**BLOCK PARTY INFORMATION**

BLOCK PARTY DATE: 9/25/21  
(rain date 9/26)

DESIRED STREET CLOSING LOCATION: Atkinson between Strong & Broad  
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: Atkinson St.

DESIRED STREET CLOSING TIME: 2:00 - 8:00  
Block Parties should run no later than 10:00 p.m.

**REGULATIONS**

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

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

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


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

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

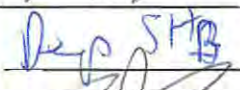
Applicant Signature  Date 7-7-21

**APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE**

CITY MARSHALL  
4 Green Street

 7/14/21

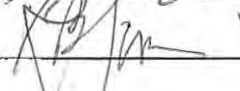
FIRE CHIEF  
Greenleaf Street

 7/12/21

DEPUTY DIRECTOR  
1 Perry Way

 7/15/21

CITY CLERK  
60 Pleasant St.

 7/15/21

City use only:

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

**NEWBURYPORT SPECIAL EVENT APPLICATION**

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

CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
Fax: \_\_\_\_\_

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

2021 JUL -5 AM 11:50

**NAME OF EVENT:** CHM Maritime Days

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

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

3. Description of Property: CHM Public  Private

4. Name of Organizer: Custom House Maritime Museum City Sponsored Event: Yes \_\_\_\_\_ No   
 Contact Person: Susan Bernhardt  
 Address: 25 Water St Telephone: 781 254 2925  
 E-Mail: sberhard@archimm.org Cell Phone: \_\_\_\_\_  
 Day of Event Contact & Phone: Susan Bernhardt / Joan Whitlow - 781 254 2925

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

6. MA Tax Number: 237013467

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

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

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

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

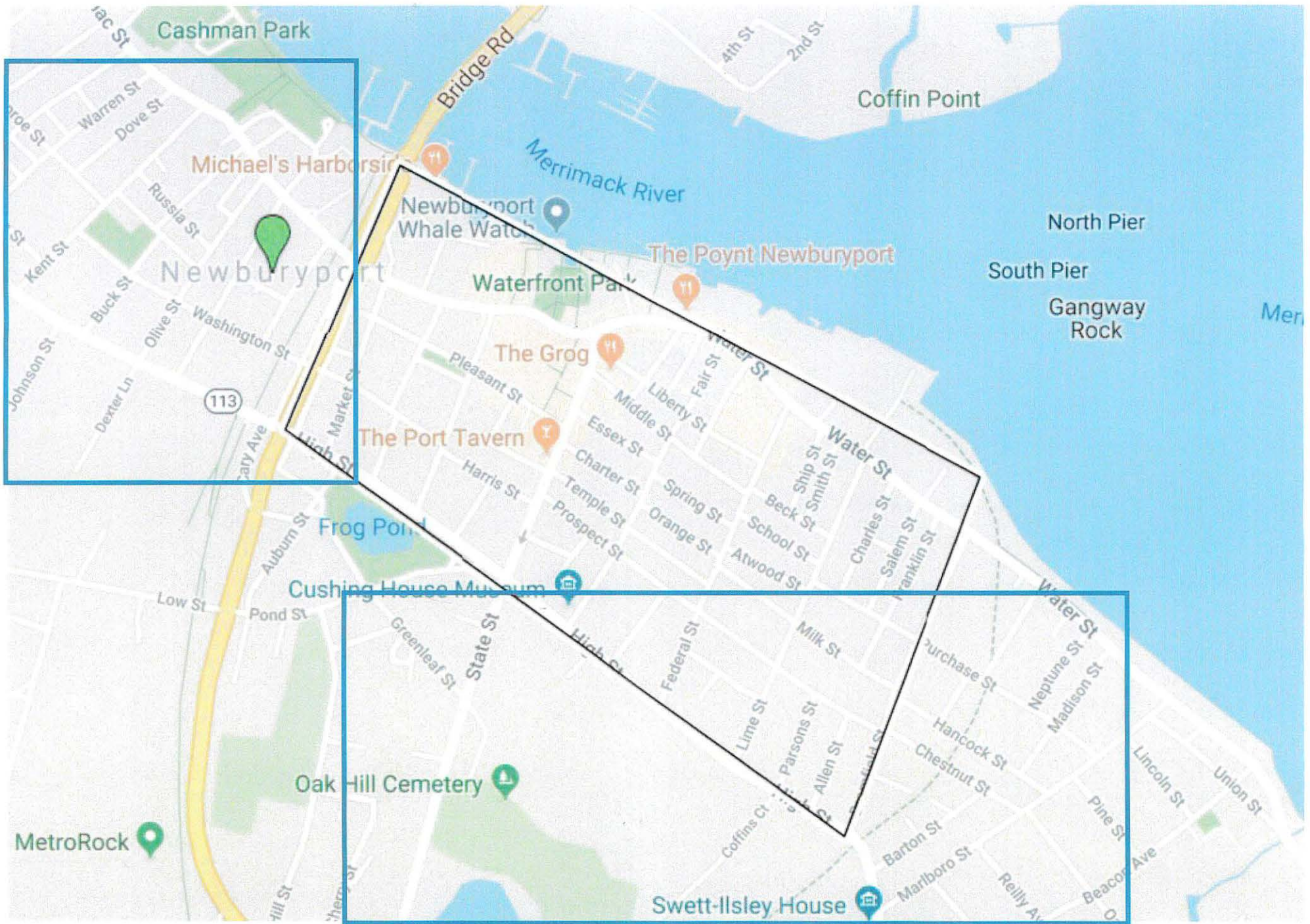
A. Vending: Food \_\_\_\_\_ Beverages \_\_\_\_\_ Alcohol \_\_\_\_\_ Goods \_\_\_\_\_ Total # of Vendors \_\_\_\_\_

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

C. Games /Rides: Adult Rides \_\_\_\_\_ Kiddie Rides \_\_\_\_\_ Games \_\_\_\_\_ Raffle \_\_\_\_\_  
 Other \_\_\_\_\_ Total # \_\_\_\_\_  
 Name of Carnival Operator: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

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

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



Map area of Treasure Hunt 9.11.21 9AM - 1 PM

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

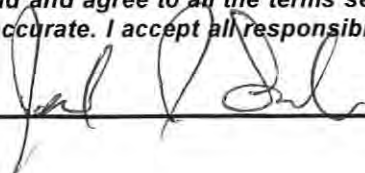
(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance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

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

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

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

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



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

7/9/2021



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

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

**Approval Required**      Date: \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_ 1. Special Events: \_\_\_\_\_

\_\_\_\_\_ 2. Police: [Signature]

                    Is Police Detail Required: PIRAT PARTY 6:30 - 10:00 # of Details Assigned: 1

\_\_\_\_\_ 3. Traffic, Parking & Transportation: \_\_\_\_\_

\_\_\_\_\_ 4. ISD/Health: \_\_\_\_\_

\_\_\_\_\_ 5. Recycling: \_\_\_\_\_

\_\_\_\_\_ 6. ISD/Building: \_\_\_\_\_

\_\_\_\_\_ 7. Electrical: \_\_\_\_\_

\_\_\_\_\_ 8. Fire: [Signature]

                    Is Fire Detail Required: \_\_\_\_\_ # of Details Assigned: \_\_\_\_\_

\_\_\_\_\_ 9. Public Works: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*

                    Yes: \$ \_\_\_\_\_ due on \_\_\_\_\_      No Fee for Special Events applies

                    Other requirements/instructions per DPS \_\_\_\_\_

\_\_\_\_\_ 10. Parks Department: \_\_\_\_\_

\_\_\_\_\_ 11. License Commission \_\_\_\_\_

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

Custom House Maritime Days Sept 10-12, 2021

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2021

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

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

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

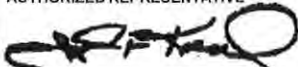
**COVERAGES**      **CERTIFICATE NUMBER:** 162274943      **REVISION NUMBER:**

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

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

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

**CERTIFICATE HOLDER**      **CANCELLATION**

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

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FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE \_\_\_\_\_

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

WALKATHON \_\_\_\_\_

Bike Ride ✓

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

New England Biokabs - main sponsor  
NF Northeast

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

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

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

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

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

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

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

across chain bridge, merrimack, kent, water,  
Oleander

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

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

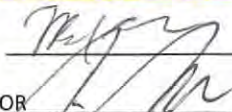
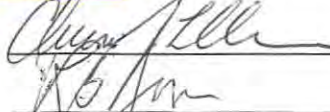
9. Formation Location & Time for Participants: Start/Finish Stage Fort Park

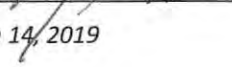

10. Dismissal Location & Time for Participants: Ride will be over @ 4PM

11. Additional Parade Information:

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

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

3 CITY MARSHAL  4 Green St. FIRE CHIEF  0 Greenleaf St. 2

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

Updated March 14, 2019

Newburyport

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

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

Approval Required \_\_\_\_\_ Date: 7/7/21 Signature: [Handwritten Signature]

\_\_\_\_\_ 1. Special Events: \_\_\_\_\_

\_\_\_\_\_ 2. Police: \_\_\_\_\_  
Is Police Detail Required: \_\_\_\_\_ # of Details Assigned: \_\_\_\_\_

\_\_\_\_\_ 3. Traffic, Parking & Transportation: \_\_\_\_\_

\_\_\_\_\_ 4. ISD/Health: \_\_\_\_\_

\_\_\_\_\_ 5. Recycling: \_\_\_\_\_

\_\_\_\_\_ 6. ISD/Building: \_\_\_\_\_

\_\_\_\_\_ 7. Electrical: \_\_\_\_\_

\_\_\_\_\_ 8. Fire: \_\_\_\_\_  
Is Fire Detail Required: \_\_\_\_\_ # of Details Assigned: \_\_\_\_\_

\_\_\_\_\_ 9. Public Works: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*  
Yes: \$ \_\_\_\_\_ due on \_\_\_\_\_ No Fee for Special Events applies  
Other requirements/instructions per DPS \_\_\_\_\_

\_\_\_\_\_ 10. Parks Department: \_\_\_\_\_

\_\_\_\_\_ 11. License Commission \_\_\_\_\_

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

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

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

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

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

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

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

1/22/21

## Coast to the Cure 2019 - 100M

100.6 miles

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

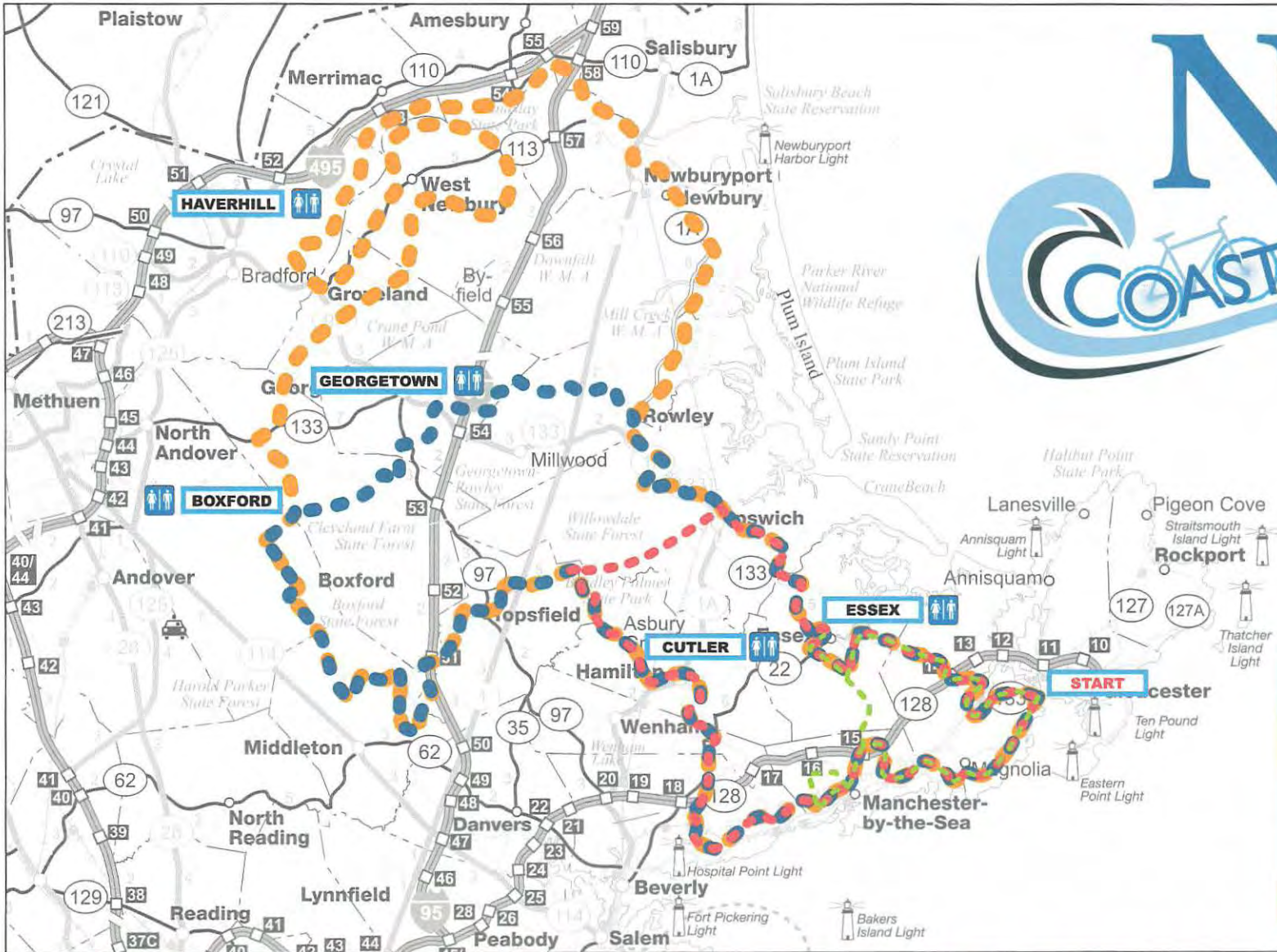


Leg	Dir	Type	Notes	Total
0.8	→	Right	Turn right onto Essex St	28.9
2.0	↑	Straight	Cross Sharpners Pond Rd - Continue on Salem St	30.9
1.2	→	Right	Turn right onto Ingalls St	32.1
0.5	←	Left	Turn left onto Forest St	32.6
1.3	←	Left	Turn left onto Boxford St	33.9
0.2	→	Right	Sharp right onto Foster St	34.2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

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

Leg	Dir	Type	Notes	Total
0.6	←	Left	Turn left onto Hough Ave	100.4

Ride With GPS · <https://ridewithgps.com>



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

- Cutler School**, 237 Asbury Street, Hamilton, 7AM - 11AM, accessible on the 40, 66 and 100 mile routes.
- West Boxford Fire Station**, 585 Main Street, Boxford, 9AM - 1PM, accessible on the 100 mile route.
- Memorial Park**, 24 Martin Street, Essex, 8:30AM - 3PM, accessible on all routes.
- Haverhill**, Merrimac and E. Broadway, Haverhill, 9AM - 1PM, accessible on the 100 mile route.
- Penn Brook School**, 68 Elm Street, Georgetown, 10AM - 2:30PM, accessible on the 66 mile route.

**ESSEX WATER STOP CLOSES AT 3 PM  
PLAN ACCORDINGLY**



## Neurofibromatosis Northeast

9 Bedford Street ~ Burlington, MA 01803

781-272-9936 ~ info@nfnortheast.org

www.nfnortheast.org

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 JUL 29 AM 11:57

Committee

Ben Buttrick &  
Kevin McKelvey  
Co-Chairpersons

Alex Cellucci  
Kate Duff  
Megan Duff  
Peter Gentile  
Chanda McKee

July 22, 2021

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

Dear Mr. Jones,

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

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

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

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

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

Thanks so much for your consideration.

Sincerely,

Diana Flahive  
Director of Operations and Events

Neurofibromatosis Northeast is a 501(c)(3) tax-exempt organization  
An advocate for NF patients and families since 1988



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> TF Ward Insurance LLC 403 Franklin St.  Melrose MA 02176		<b>CONTACT NAME:</b> Commercial Lines <b>PHONE (A/C, No, Ext):</b> (781) 665-2990 <b>FAX (A/C, No):</b> (781) 665-8703 <b>E-MAIL ADDRESS:</b>																						
<b>INSURED</b> Neurofibromatosis, Inc Northeast 9 Bedford St  Burlington MA 01803		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Twin City Fire Insurance</td> <td>29459</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Insurance Company</td> <td>39357</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Twin City Fire Insurance	29459	INSURER B:	Travelers Insurance Company	39357	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Twin City Fire Insurance	29459																						
INSURER B:	Travelers Insurance Company	39357																						
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**      **CERTIFICATE NUMBER:** CL216731212      **REVISION NUMBER:**

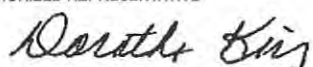
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

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

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

Cure NF Bike Ride on 9/11/21

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

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

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RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 JUL 30 AM 10:36

CITY OF NEWBURYPORT  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950

## BLOCK PARTY APPLICATION

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

DATE OF REQUEST:

July 30, 2021

### CONTACT INFORMATION

FIRST AND LAST NAMES:

Jeff + Danielle Nelson, 48 A Middle St. 978-430-6624

MAILING ADDRESS:

Maurice Murphy, 41 Middle St 978-873-3300  
Kathy Scanlon, 139 B Middle St. 617-548-8057

PHONE NUMBER:

thenelsons1030@gmail.com

E-MAIL ADDRESS:

mmurphy0128@gmail.com  
Kathleenmscanlan@gmail.com

### BLOCK PARTY INFORMATION

BLOCK PARTY DATE:

Saturday, Sept. 18, 2021

DESIRED STREET CLOSING LOCATION:

Middle Street between Center St. and Fair St.

Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED:

yes

DESIRED STREET CLOSING TIME:

2 PM - 10 PM

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

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

**REGULATIONS**

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

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

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

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

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

Applicant signature: *Marcus M...* Date: 7/29/01  
*Robert M. ...* 7/29/01

**APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE**

**CITY MARSHALL** *[Signature]*  
*4 Green Street*

**FIRE CHIEF** *[Signature]*  
*0 Greenleaf Street*

**DEPUTY DIRECTOR** *[Signature]* *Business Manager 7-30-21*  
*16A Perry Way*

**CITY CLERK** *[Signature]*  
*60 Pleasant Street*

City use only:  
 Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_



Permit issued: # \_\_\_\_\_

**APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY**

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2021 AUG -2

Application Fee \$100.00  
Date: 8/2/2021

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

To the City Council of the City of Newburyport:

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

Name of applicant PAULA ESTEY & MARK ROSEN

Home address of applicant 3 Pine St

City, State, Zip of applicant Newburyport, MA 01950

Telephone of applicant 978 764 4364 (MARK) 978 376 4746 (Paula)

Name of business The PEG Center for Art & Activism, INC

Address of business 3 Harris St PaulaEstey@Allergy

Telephone of business 978 376 4746

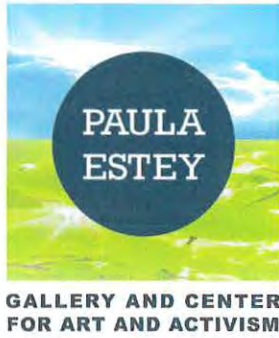
Description of the location and movable sign to placed on the Public Way.  
CORNER of HARRIS & STATE STS.

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

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

Signature of Applicant or Duly Authorized Agent  Date 8/2/21

978 764 4364



TO: Newburyport City Council

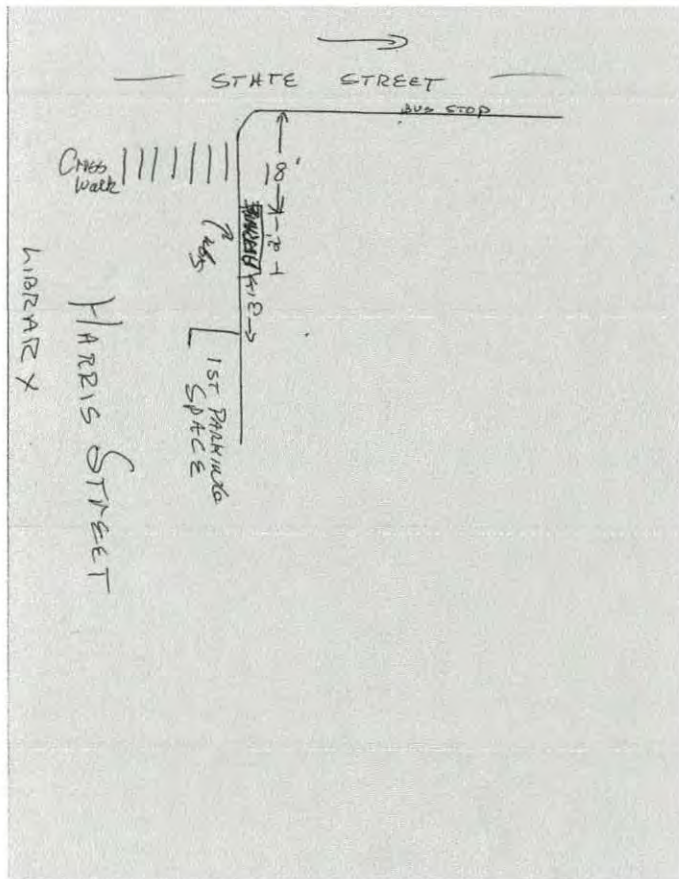
From: Paula Estey and Mark Rosen, The Peg Center for Art and Activism, Inc. A 501c3 Corp. And The WIA Huddle.

Subject: Request for Variance of location for Moveable A-Frame Sign

We are requesting a variance to place a moveable sign as per the attached photos and plan during regular business hours and occasional special events. The Peg Center has been granted Charity/Tax Exempt Status by the IRS and it relies on donations and Art Sales from the Paula Estey Gallery which continues to operate separately for tax purposes as a sole proprietorship and is owned by Paula Estey and Mark Rosen.

Foot traffic is vital to the gallery for exposure and sales and a moveable A Frame will make a huge difference. The sign is simple and tastefully executed. We endeavor to be good neighbors .

Regular business hours are Tuesday through Saturday 12 to 5PM. Every few weeks we schedule an art opening typically from 6 to 8PM.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2021

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

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

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-962-7132      FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Ohio Security Insurance Company      24082 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> Paula Estey DBA Paula Estey Gallery 3 Harris St Newburyport MA 01950		

**COVERAGES**

CERTIFICATE NUMBER: 63116142

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		BZS57447818	7/21/2021	7/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BZS57447818	7/21/2021	7/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City Of NewburyPort is Additional Insured if required by written contract or written agreement, subject to Businessowners' Liability Extension, Blanket Additional Insured Provision.

**CERTIFICATE HOLDER****CANCELLATION**

The City Of NewburyPort  
 PO Box 550  
 NewburyPort MA 01950

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

AUTHORIZED REPRESENTATIVE

Jeremy Cupp

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August 2, 2021

City of Newburyport, Massachusetts  
Via Email

Re: Blight at State and High, Abandoned Global Oil Service Station

To the Mayor and City Council of Newburyport:

The intersection of State Street and High Street, a residential neighborhood and gateway to Newburyport's historic downtown, is blighted and dangerous.

The gas station at the corner was permanently closed by the owner, Global Oil, on May 7, 2018. Global Oil's grandfathered gas station use under zoning was abandoned on May 7, 2020, more than one year ago.

Global Oil have not just abandoned their use, they have abandoned the property. Landscaping and grounds are not maintained. Sidewalks are not cleared of snow and ice in the winter. The site has become an illegal parking lot.


The abandoned gas station's curb cuts are regularly used by cars and trucks as an illegal cut-through, to bypass the traffic signal at State and High. Along with the long-outdated, non-ADA compliant traffic signal, this intersection is dangerous.


We are asking the City to:


- Compel Global Oil to secure its property, including removal of fuel tanks.
- Compel Global Oil, through enforcement, to comply with Zoning (uses, parking, and performance) and public way ordinances.
- Replace the traffic signal at State and High, and close Global Oil's abandoned curb cut on High St.

We have attached a brief of the situation, including ordinance violations.

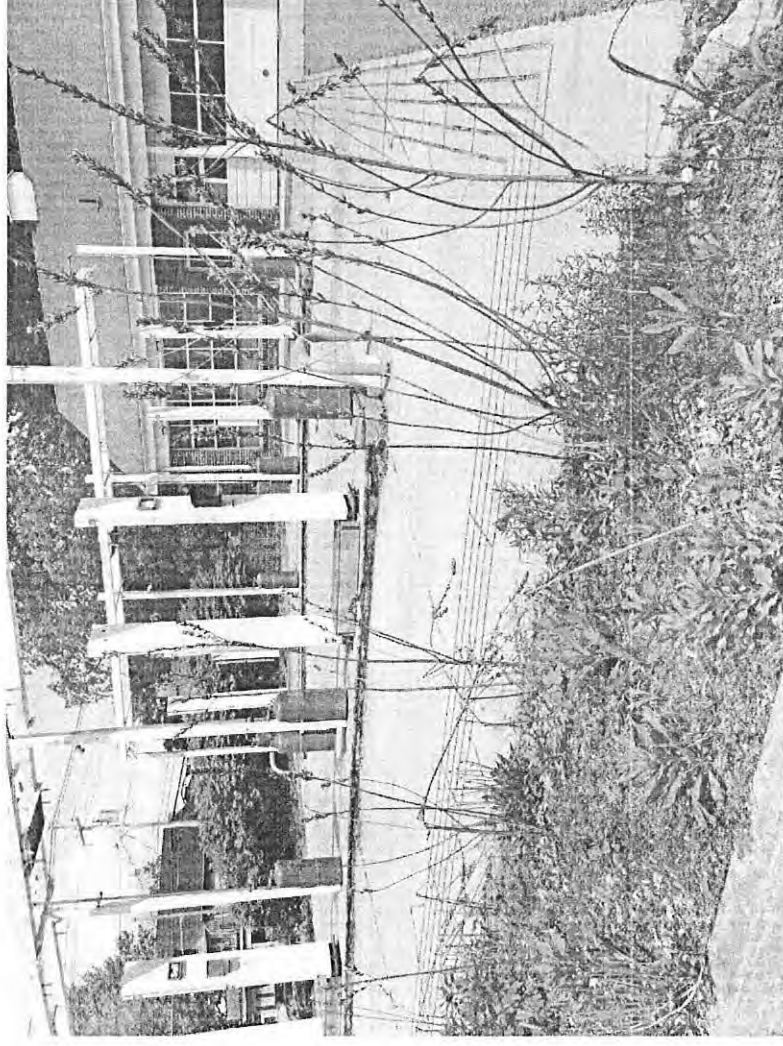
Thank you

  
Marc Cendron and Jennifer Day, 89-91 High Street

  
Novak and Stephanie Niketic, 93 High Street

  
Peter Caesar and Marge Kaczala, 109 State Street

# The Blight at State and High



## Summary

The intersection of State Street and High Street, a residential neighborhood and gateway to Newburyport's historic downtown, is blighted and dangerous.

The City needs to act to:

- Compel owner Global Oil to secure its property, including removal of fuel tanks.
- Compel Global Oil, through enforcement, to comply with Zoning (uses, parking, and performance) and public way ordinances.
- Replace the traffic signal at State and High, and close Global Oil's abandoned curb cut on High St.



Illegal Parking and Overgrown Weeds.

## Brief History

The gas station property, currently owned by Global Oil (Waltham, Mass.), had been a non-conforming use (“grandfathered”) in a residential neighborhood since before WWII.

- Built in 1928 at 107 State Street by then-Mayor Bossy Gillis. He served 2 months in jail for doing this without city permits.
- Expanded in 1968 to include 95 High Street (razing a Greek Revival house), over significant community opposition.
- Substantially rehabilitated in 1992, with significant opposition from the community but also the City itself, this time. Litigation resulted in strict conditions of approval, including grounds maintenance and prohibition of public parking.

## Zoning – Abandonment

- On May 7, 2018 -- more than 3 years ago -- the gas station closed permanently.
- Under our state and local zoning laws, the gas station's grandfathered use was **abandoned after two years (May 7, 2020)**.
- Newburyport Zoning Ordinance **Section IX-D – Abandonment:**  
“[A nonconforming structure or use] may be continued unless abandoned or not used for a period of two (2) or more years. **If abandoned or not used for the specified period, the structure or use must be changed to conform to the provisions of this ordinance.**”



## Zoning – Conforming Uses

- Current zoning along both sides of High Street for about a mile in either direction **forbid** “Service Station” and “Public Parking.”
- Permitted uses are shown at right.

High Street Residential-A (HSR-A) Uses  
 Allowed by Right (P) or by Special Permit (SP)

HSR-A Zoning	By Right (Permitted)	By Special Permit
One-family residential	Yes	
Church	Yes	
Schools (public)	Yes	
U.S. post office	Yes	
Private education	Yes	
Private education residence	Yes	
Agricultural	Yes	
Park/Playground	Yes	
Nursery school/day care	Yes	
Home occupation	Yes	Yes
Two-family residential		Yes
Congregate elderly housing		Yes
In-law apartment		Yes
Transformer/Pumping Station		Yes

*Any and all other uses are Not Permitted.*

## Common Nuisance

Global Oil have not just abandoned their use under Zoning, they have abandoned the property.

- Landscaping and grounds are not maintained. Sidewalks are not cleared of snow and ice in the winter.
- Unmaintained peripheral pine trees are a safety hazard. One fell on a direct abutter's garage last winter.
- Very infrequent and incomplete mowing is sometimes undertaken by the City, at taxpayers' expense and liability.



High Street Sidewalk



Diseased Pine Trees Abutting  
Neighboring Properties

## **Recap: City Ordinance Violations**

- Common Nuisance (MGL c. 139)
- Abandoned, unlawful use (Zoning Ordinance)
- Illegal public parking (Zoning Ordinance)
- Failure to remove snow and ice from sidewalks (Municipal Code)

## Traffic and Safety

- The abandoned gas station's curb cuts are regularly used by cars and trucks as an illegal cut-through, to bypass the traffic signal at State and High.
- The traffic signal at State and High is outdated and not ADA-compliant. It has required replacement for years.
- The City needs to update the traffic signal and close the former gas station's abandoned curb cut on High Street.

## Environmental

- The station's underground gas tanks were emptied sometime after the station's closure in May 2018.
- Since then, Global Oil have told the Massachusetts Department of Environmental Protection (MassDEP) and the Newburyport Fire Department that the tanks are only "**temporarily out of service.**" MassDEP believes this claim, giving Global Oil five years, until August 2023, to remove the tanks.
- In fact, the gas station **use has been abandoned** under our zoning, the tanks are **permanently** out of service and should be removed now.

## Tax Revenue

- Not only a common nuisance and expense to the City, the abandoned gas station devalues surrounding property.
- The property also does not pull its own weight in taxes. Per square foot of land, it is assessed much lower than surrounding properties, because its buildings are assessed at only \$257,000.

- For example:

	107 State/95 High (merged lots)	89 High	93 High <sup>1</sup>	91 High
Land Area (Acre)	0.52	0.42	0.30	0.23
Assessment	\$1,052,500	\$1,167,100	\$1,094,500	\$1,152,800
Improvements (Buildings)	\$257,600	\$858,500	\$792,600	\$854,900
Land	\$794,900	\$308,600	\$301,900	\$297,900

Note – 93 High Street’s assessed value includes a 2021 abatement granted in part due to the “external nuisance” of the abandoned gas station.

August 9, 2021

**High Street Pavement Markings and Striping Plan**

The TSAC subcommittee with City DPS staff met on the TEC project for High Street to review and finalize the plan. All pavement markings and a stamped concrete median plan for this section of High Street will cost approximately \$79K. Scope of work and pricing details is included in this communication.

The plan highlights:

- location of the work is High Street from Parsons Street to Marlboro Street;
- includes installation of two 2 Solar Powered Flashing Radar Speed Signs;
- pavement striping which will include bicycle lanes, center striping and crosswalks;
- includes location and dimensions of textured median islands (stamped concrete in a cobble pattern) and;
- location of an additional bike lane and “no parking” signage to be installed.

The plan has immediate impact on the safety of the neighborhood, adjoining park and nearby residences. The subcommittee will meet on site with neighborhood residents for final review prior to the next council meeting on August 30th. Implementation of the plan to follow.

---

Council President Jared J. Eigerman

---

Councillor James J. McCauley

---

Councillor Sharif L. Zeid



Felix A. Marino Co., Inc.  
32 Corwin Street  
Peabody, MA 01960  
Phone: (978) 532-3838  
Fax: (978) 532-3726

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*Comprehensive Pavement Contractors*

---

July 28, 2021

*via e-mail:* [dgagnon@cityofnewburyport.com](mailto:dgagnon@cityofnewburyport.com)

Ms. Diane Gagnon  
City of Newburyport  
Department of Public Services  
16A Perry Way  
Newburyport, MA 01950

**RE: HIGH STREET MEDIANS  
DECORATIVE PAVEMENT SURFACING  
NEWBURYPORT, MA**

Dear Diane:

Felix A. Marino Co., Inc. (FAMCO) is providing this proposal for Endurablend™ polymer modified cement decorative surfacing product for the above-reference project. The Endurablend system comes with a 3 year warranty vs. the 1 year warranty typically offered by other systems, it does not require milling or heating of the pavement surface thereby not voiding the paving warranty, is highly durable, is aesthetically more realistic, easier to maintain and repair, and is cost effective. The Endurablend system meets and exceeds most decorative surfacing systems for skid resistance and is impervious to salts and fuel oils. The following describes the scope of work and pricing should this option be chosen.

**SCOPE OF WORK:**

FAMCO will install approximately 3,380 SF of colored decorative surfaces on sound non-painted paved surface. The designated area to receive the decorative surface shall be clear of oil, fuel and/or emulsions, and no painted surfaces. The decorative surface should be installed on sound pavement with no cracks or apparent degradation, as this will only work its way through the surface application.

Endurablend™ will be installed in two layers with the base coat being gray and the topcoat light gray in a cobble running bond pattern in the medians as shown on the drawings. Mockup panels can be provided showing color and pattern, if necessary. The scope of work includes all mobilization, equipment, materials, and cleanup. Clear and complete access to the application area will be required to prepare the area and apply the coatings. No vehicular or pedestrian access will be allowed on the area until the application is completed and ready for traffic. Installation can not commence until 3-4 weeks following final pavement to allow the oils to release from the pavement if newly paved.

All applications are weather dependent and require adequate temperatures similar to paving applications (50°F and rising for install period, no rain within 24 hours). Work is to be performed during the daytime. Sufficient laydown and access to be provided to perform the work. The process requires approximately 2 hours to cure for each layer at 70°F, prior to accessing/traffic on the applied area. Work scheduled for later months into the fall may require additional time (eg. 4 hours to dry per coat at 50°F). No installation shall occur if temperatures are to be in frost conditions within 15 days of application to ensure proper final curing. The installed application will be sealed with a concrete sealer to protect the area for the first 24 hours, additional sealing is not necessary. The area is safe and drivable after the initial drying period but will continue curing for up to 28 days and should not be pressure washed or subjected to excessive cleaning during that time period.



Newburyport – High Street  
July 28, 2021  
Page 2


**PRICING:**

FAMCO will perform the above scope of work including all labor (prevailing wage), equipment, and materials for the price of \$18.00 per square foot (SF), for a total estimated price of \$60,840. FAMCO estimates a total of 1-2 days for installation. Pricing assumes access to all medians to be completed at same mobilization. This pricing assumes that the work will be completed in a single mobilization, any other mobilizations will incur a fee of \$2,100 for each additional mobilization. All police details and traffic control to be provided by the City. FAMCO will provide traffic cones and road signs to protect the work zone. Payments are due NET 30, no retainage to be withheld.

This proposal is based on current rates with installation before October 15, 2021. Please let us know if a later time is anticipated.

We currently have smock-up samples of varying colors and in a cobble pattern should you wish to review. Please let me know and would be happy to arrange a meeting or to drop off. Attached is some additional information on the product. Should you have any questions, please contact me at (401) 230-8717 (mobile), or by e-mail.

Thank you,  
*Felix A. Marino Co., Inc.*



Jim Henebury  
Vice President

Attachments

# Markings Inc.

30 Riverside Drive  
Pembroke, MA 02359

Complete Pavement Marking Services

TELEPHONE  
(781) 826-5171  
FAX (781) 826-1121

July 29, 2021

Town of Newburyport  
Attn: Jennifer Sullivan

RE: High Street, Concept Plan

Jennifer,

The following is our quotation for the installation of new pavement markings on High St, as requested.

A. Thermoplastic Markings						
6" Double Yellow Center Line	150	LF	@	\$1.90	=	\$285.00
6" Single Yellow Center Line	2400	LF	@	\$0.95	=	\$2280.00
6" White Bike Lane Line	5000	LF	@	\$0.95	=	\$4750.00
12" White Crosswalk Line	250	SF	@	\$4.75	=	\$1187.50
Preformed Thermo Bike Rider	7	EA	@	\$348.15	=	\$2437.05
Preformed Thermo Bike Lane Arrow	7	EA	@	\$156.96	=	\$1098.72
				TOTAL	=	\$12,038.27
B. Epoxy Markings						
6" Double Yellow Center Line	150	LF	@	\$0.90	=	\$135.00
6" Single Yellow Center Line	2400	LF	@	\$0.48	=	\$1152.00
6" White Bike Lane Line	5000	LF	@	\$0.48	=	\$2400.00
12" White Crosswalk Line	250	SF	@	\$3.65	=	\$912.50
Bike Rider Symbol	7	EA	@	\$75.00	=	\$525.00
Bike Lane Arrow	7	EA	@	\$70.00	=	\$490.00
				TOTAL	=	\$5614.50

If the prices are acceptable, please advise as soon as possible.

Yours Truly,



Stephen R. Stella

1. TRAFFIC CONTROL & SWEEPING ARE THE RESPONSIBILITY OF THE TOWN
2. MINIMUM MOBILIZATION CHARGE IS \$2850.00
3. THIS QUOTE IS VALID FOR 30 DAYS



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## CITY MARSHAL CONTRACT

### THE CITY OF NEWBURYPORT AND MARSHAL MARK MURRAY

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

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

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

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

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

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

#### A. Review of Performance

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

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

**2. COMPENSATION**

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

**3. ESSENTIAL FUNCTIONS:**

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

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

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

4. **BENEFITS**

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

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

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

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

**5. HOURS OF WORK**

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

**6. INDEMNIFICATION**

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

**7. INSURANCE**

- a. **Professional Liability Insurance**

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

**b. Miscellaneous Insurance**

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

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

**8. DEATH DURING TERM OF EMPLOYMENT**

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

**9. AUTOMOBILE/CELL PHONE**

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

**10. PROFESSIONAL DEVELOPMENT**

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

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

**11. RESIGNATION / TERMINATION**

**a. Voluntary Resignation**

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

**c. Disciplinary Action and Dismissal**

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

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

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

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



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

**12. AMENDMENTS / MODIFICATION**

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

**13. NO REDUCTION OF BENEFITS**

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

**14. LAW GOVERNING**

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

**15. SEVERABILITY OF PROVISIONS**

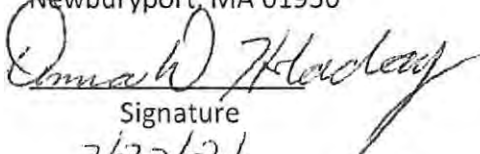
If any provision of this Contract is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

**16. ENTIRE AGREEMENT**

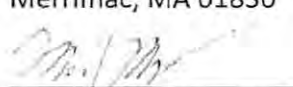
The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this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

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

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

  
Signature  
7/23/21

Marshal  
Mark Murray  
13 Middle Street  
Merrimac, MA 01830

  
Signature  
7/15/21

**TRANSFERS**



# CITY OF NEWBURYPORT FY 2022 TRANSFER/APPROPRIATION REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
AUG -3 PM 1:42

**Department:** Mayor's Office  
**Submitted by:** Donna D. Holaday, Mayor **Date Submitted:** 8/9/2021

**Transfer From:**

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

**Why Funds Are Available:**

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

**Transfer To:**

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

**Why Funds Are Needed:**

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

**Transfer To:**

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

**Why Funds Are Needed:**

See above.

**Transfer To:**

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

**Why Funds Are Needed:**

See above.

**Transfer To:**

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

**Why Funds Are Needed:**

See above.

**Transfer To:**

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

**Why Funds Are Needed:**

See above.

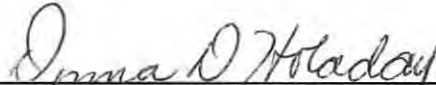
**Transfer To:**

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

**Why Funds Are Needed:**

See above.

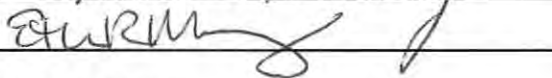
Donna D. Holaday, Mayor:



Date:

8/3/21

Ethan R. Manning, Auditor:



Date:

8/3/21

Sponsor: Charles F. Tontar, Councillor At-Large

City Council Approval:



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
DONNA D. HOLADAY

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

To: President and Members of the City Council

From: Donna D. Holaday, Mayor

Date: August 3, 2021

Subject: NEPBA Local 30 Tentative Agreement FY21 – FY23

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

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

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

Thank you for your consideration.

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

**Article IV: Stability of Agreement**

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

**Article V: Dues Deduction:**

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

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

**Article X: Vacations**

**Replace as follows:**

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

**Article XI: Holidays**

**Replace as follows:**

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

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

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

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

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

**Article XII: Miscellaneous Privileges**

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

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

**Article XIV: Wages**

**Replace as follows:**

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

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

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

**Article XV: Special Assignments and Outside Details**

***Replace as follows:***

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

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

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

**Article XVII: Clothing and Equipment Allowance**

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

**Article XV: Education Incentive Program**

***Replace Section as follows:***

**SECTION 1:**

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

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

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



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

**SECTION 2:**

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

**SECTION 3:**

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

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

**Article XXII: Bereavement Leave**

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

**Article XXV: Accreditation Stipend**

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

**Article XXVII: Exposure to Infectious/Communicable Disease**

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

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

**Article XXVIII: Duration of Agreement**

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

**APPOINTMENTS  
FIRST READING**

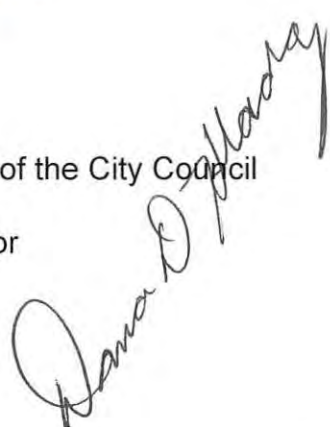


CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
DONNA D. HOLADAY, MAYOR

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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2021 JUL 28 AM 9:22

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: July 27, 2021  
Subject: Appointment



-----  
I hereby appoint, subject to your approval, the following named individual as a member of the Cultural Council. This term will expire on August 31, 2024.

Peter Kimmins  
50 Temple Street  
Newburyport, MA 01950

# PETER KIMMINS

508-353-0893 | peter.kimmins@me.com | Newburyport, MA 01950

## EXPERIENCE

- **Boston Medical Center HealthNet Plan—Manager of Creative Design** (7/2018 – present)  
Responsible for creating and maintaining consistent and compelling brand identities to support the member acquisition and growth goals for BMC HealthNet Plan and Well Sense Health Plan, in both existing and new program lines across screen and print. Directs and partners with internal and external writers and designers to develop creative solutions for all marketing programs.  
Senior Creative Designer (7/2014 – 7/2018)
- **Ropes & Gray—Creative Designer** 1/2011 – 7/2014 (via Aquent thru 1/2013)  
Designer responsible for all printed marketing communications (brochures, signage, etc.) and screen design (mini-sites, web graphics, email campaigns, email alerts and notifications, etc.), including branding event campaigns for external and internal clients. Developed vbrand design document presented to executive committee. Trained designers and staff (included webinars for Asia offices) on Adobe InDesign; best practices as well as firm's brand practices and use of existing branding assets (logos & templates, etc.).
- **CitiStreet/ING—Communications Designer** 5/2003 – 1/2009  
Created online Flash banners (and re-purposed and customized templated Flash presentations) and educational sites, custom web banners and developed 'skins' for video presentations. Designed print collateral, both template and custom, marketing as well as client-work; managing multiple clients and projects in an agency-like atmosphere across multiple offices. Produced hi-volume quarterly newsletters with deadlines and multiple custom versions. Developed a style guide for 'participant' brand and transitioned templates from CitiStreet to ING brand.
- **KimminsDesign—Art Director/Designer** 2/2001 – current  
Recent client engagements: PTC; designed section of identity guidelines and updating collateral templates, worked on interactive PDFs and web banners, **The Pillow Doc**; created illustrations for use of product, **Usability resources**; website, brochure, postcard production/prepress, **Kryptonite**; comps for POP merchandising options (Illustrator), **MetLife**; design and production of web style guide, **Fuel your Illustration**; wrote article on 'Five great draughtsmen', and **Cambridge Polymer Group**; development of initial branding collateral (presskit folder & exhibition poster, panels and table).
- **Sapient Corporation—Visual Designer** 12/1998 – 1/2001  
Worked on all phases of project engagements; from initial workshops and user research documents, through the development and execution of style guides for production teams (both internal and client). Project work included brainstorming and concepting, wireframes (information architecture), content strategy and vendor relations.  
**Project accomplishments:**  
\*Developed initial branding and subscriber template for businessconnect.net |  
\*Developed style-guide and PDF system for homebase.com (London office)  
Key responsibilities included: Creating and developing concepts for sites and presentation materials for project teams (for Fortune 500 clients), creating (and/or maintaining) 'brand integrity' of the visual language for the project/site, building and maintaining client extranets (Chase Manhattan Bank).
- **Pape Communications—Art Director/Designer** 4/1996 – 11/1998  
Created new brand identity and logomark for Pape. Created comprehensive ad campaigns (from concept through production; including press-checks) and ads in various media for diverse client base. Managed complex projects involving multiple designers. Created 'brand-centric' marketing collateral and corporate identity systems for client accounts (included both print and web work; company profiles on boston.com).
- **Sapient Corporation—Art Director/Designer** 1/1993 – 4/1996  
Created and maintained the visual identity for Sapient and established a creative department serving three offices.
- **Prior to 1993—Designer/Graphic Artist positions**  
Apex, Hasbro, Inc., Pomegranate, Perry Studio

## EDUCATION

Rhode Island School of Design—Bachelor of Fine Arts; Illustration,  
(CE) Flash II: AS3

School of the Museum of Fine Arts—Art Making and Design for the Internet

Massachusetts College of Art and Design—[Graphic Design Certificate program]  
Foundations of Drawing, Foundations of Graphic Design, Graphic Design I, Intermediate

# KIMMINS DESIGN

## CREATIVE DIRECTION

\*Portfolio & References:  
available upon request

### SKILLS:

software—Photoshop,

InDesign, Illustrator, Acrobat,

Animate CC, Audition CC,

Dreamweaver, Microsoft Office,

[other] Wireframes for site dev.,

Comfortable working on both Mac

and PC platforms

### ORGANIZATIONS:

Newburyport Art Association;

Figure Drawing moderator

NAA Board member

Type Director Club

Member of UPA (BOS)

LinkedIn

Behance (portfolio)



## Donna Musumeci

---

**From:** Peter Kimmins <peter.kimmins@icloud.com>  
**Sent:** Friday, May 7, 2021 7:38 AM  
**To:** Donna Musumeci  
**Subject:** [Ext]Newburyport Cultural Council membership  
**Attachments:** 21\_021\_resume\_UPDATE\_21.pdf

*external e-mail use caution opening*

Dear Mayor,

I would like to become a member of the Newburyport Cultural Council. I've attached a PDF of my resumé.

Since graduating from RISD in 1988 With a BFA an illustration, I have worked as a freelance And staff creative for over 30 years. I was fortunate to find a home in Newburyport about seven years ago (Temple Street!).

Since then I've always loved how the art scene has such an impact here in Newburyport. About three years ago I went to a couple of drawing classes at the NAA. Then, when a chance attendance was met with a locked door, I found out classes were canceled. After 30 years Gordon P had retired from hosting the class. After some conversations with the NAA and working with another artist we were able to get the drawing classes going again. As the pandemic hit causing a stoppage of the in-person classes. New leadership created the opportunity to start up again with zoom drawing classes in December 2020 on Wednesday nights!

Thank you for your time and consideration.

Best  
Peter Kimmins



CITY OF NEWBURYPORT RECEIVED  
OFFICE OF THE MAYOR CITY CLERK'S OFFICE  
DONNA D. HOLADAY, MAYOR NEWBURYPORT, MA  
2021 AUG -2 PM 3:13

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: August 2, 2021  
Subject: Appointment

-----  
I hereby appoint, subject to your approval, the following named individual as Human Resources Director. This term will expire on July 1, 2024.

Donna Drelick  
8 Chadwick Street  
Methuen, MA 01844

**Donna Drelick**

978-688-0124 | [kaddrelick@comcast.net](mailto:kaddrelick@comcast.net) | 8 Chadwick St. Methuen, MA 01844

July 20, 2021

Mayor Donna Holaday  
60 Pleasant Street  
Newburyport, MA 01950

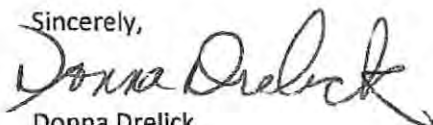
Dear Mayor Holaday,

I am writing to let you know that I am very interested in being the next Human Resource Director for the City of Newburyport. I am confident that my experience in a similar position makes me a perfect candidate.

I am a hard-working and conscientious employee. I learn and adapt quickly. My greatest strength is being able to work with others and in a busy environment. I believe that during my time here with the city I have been able to show my dedication to make our working environment a better one.

I am eager to speak with you further regarding such a welcome opportunity. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Donna Drelick". The signature is written in a cursive style with a large, looping initial "D".

Donna Drelick



## **Donna Drelick**

8 Chadwick Street  
Methuen, Ma 01844

(978)688-0124  
kaddrelick@comcast.net

**Objective:** *To obtain a challenging and fulfilling position in a busy, caring and team-oriented environment.*

### **City of Newburyport, Newburyport, Massachusetts, February 2018 – Present**

---

#### ***Human Resource Operations Specialist***

- Most recently managed the Human Resource department in the absence of the Director
- Recruitment
- Manage and process all new hires through Harpers Payroll
- Process all seasonal hires
- Manager all benefits (Open enrollment through retirement)
- Process all employee changes
- Communicate benefit information to all employees

### **Schleifring North America, LLC, Chelmsford, Massachusetts, March 2018 – November 2018**

---

#### ***Human Resource Consultant***

- Write and edit new company handbook.
- Implement new employee policies
- Write new accounting and foreign export policies
- Manage new hire and contractor hires
- Manage benefits and open enrollment
- Manage payroll
- Handle company travel arrangements
- Plan company events

### **Brooks School, North Andover, Massachusetts, 2000 – August 2017**

---

#### ***Human Resource Manager/Business Office Manager***

- Recruitment, administering, processing and evaluating employee benefits, customer support and hiring/termination processing.
- Negotiate Health Insurance Plans and Rates/Initiate open enrollment and Cobra
- Establish budget and salary increases.
- Supervise account receivable, payable, student services.
- Accounts receivable & payable processing.
- Campus wide purchase process management.
- Process and manage payroll.
- Policies and procedures

### **KGR, Inc., Lawrence, Massachusetts, 1989 – 2000 several positions held during this time.**

---

#### ***Human Resource Generalist***

- Handled health insurance negotiations

- Worked with Management on salary increases and budgets
- Policies and procedures
- Handbook updates according to Federal and State Employment Laws

**Education & Skills**

Castle Junior College, Windham, NH, Associates Degree, Business Administration

*Software Knowledge:* MS Word, MS Excel, Google Products, Senior Systems, ADP & Harpers Payroll, ConnectPay, SAP



**City of Newburyport**  
**Employment Contract**  
**Between the City of Newburyport**  
**And**  
**Donna Drelick, Human Resources Director**

This Agreement is made this 2nd day of August, 2021 by and between the Mayor (herein after Mayor) and Donna Drelick, Human Resources Director (herein after HR Director).

The Mayor and the HR Director hereby agree that the following terms and conditions shall govern, subject to annual appropriation, the salary and fringe benefits to which Donna Drelick shall be entitled as the HR Director for the City of Newburyport.

**1. Term of Contract and Termination**

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

This agreement is for a term of three years commencing on August 2nd, 2021 and ending on June 30, 2024. This contract can be extended and amended with terms that are agreeable to the Mayor and the HR Director. This contract is also subject to amendment in the event of any significant changes in job responsibilities or duties.

If the HR Director decides to resign from the position at any time during the (3) year contract, the HR Director *shall* provide the City at least thirty (30) calendar days written notice of said resignation.

**B. Disciplinary Action and Dismissal**

The Mayor reserves and retains the right to discharge, suspend, or otherwise discipline for just cause the employee covered by this agreement. The Mayor shall provide the HR Director with written notification of any contemplated discipline or dismissal for just cause. The HR Director will be given a hearing concerning said reason or reasons for just cause termination.

**C. Non-Reappointment**

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

#### **D. Death During Employment**

If the HR Director dies during the term of his employment, the City shall pay to the HR Director's estate all the compensation which would otherwise be payable to the HR Director up to the date of the HR Director's death, including, but not limited to unused vacation, payment for any eligible sick leave buy-back, personal days, and holidays.

#### **2. Hours of Work**

The HR Director is a salaried position requiring at least a 35-hour work week. The HR Director agrees to devote the amount of time and energy that is reasonably necessary to faithfully perform the duties of HR Director under this contract. To perform his/her duties and obligations effectively, the HR Director will be required to attend meetings, and participate in community activities. During such activities, he/she shall be considered working. In any event, it is expected that the HR Director will spend as much time as necessary or reasonable required to assure the efficient operation of this Department.

It is recognized that the HR Director must devote time outside the normal office hours to the business of the City, and, to that end, the HR Director shall be allowed to take compensatory time off subject to the approval of the Mayor during said office hours at such time which the HR Director determines will not adversely impact HR operations.

#### **3. Essential Functions**

The HR Director performs the duties of the position as specified in the City ordinances and as specified in Job Description.

#### **4. Indemnification**

To the extent allowed under M.G.L. c. 258, the City shall defend, save harmless and indemnify the HR Director against tort actions, professional liability claims or demands or other civil or non-criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the duties as a HR Director of the Human Resources Department.

#### **5. Life Insurance**

The HR Director shall be eligible for all life insurance benefits for which other employees are eligible. This represents a life and accidental death & dismemberment insurance policy of \$5,000.00. The City agrees to contribute towards the cost of such life insurance programs an amount or percentage not less than the highest applicable amount or percentage available to any employee.

## 6. Compensation

### A. Salary

The HR Director currently receives \$95,500 annually. Subject to annual appropriation, the HR Director will receive a 2.0% Cost of Living Adjustment for each subsequent year per the schedule below.

Fiscal Year	HR Director Salary
FY 2022	\$95,500
FY 2023	\$97,410
FY 2024	\$99,358

### Health and Dental Benefits

The HR Director is eligible for all health insurance benefits in accordance with the agreement negotiated the City and the Public Employee Committee (PEC agreement) pursuant to MGL Chapter 32B, Section 19.

### Professional Development

The Mayor and the HR Director will identify professional development trainings appropriate for skill development and enhancement.

Subject to an available appropriation and approval by the Mayor for travel and per diem expense, the City will reimburse the HR Director for the of short courses, institutes, and seminars that in the Mayor's or HR Director's reasonable judgment, are necessary for professional development.

## 7. Longevity

The HR Director hereby waives any claim to longevity payment.

## 8. Equipment

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

Equipment
Cell Phone
Lap top

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

### B. Vacation

The HR Director will be entitled to four (4) weeks' vacation, each Fiscal Year. Vacation for the fiscal year is accrued monthly beginning on July 1 of that Fiscal Year. With the Mayor permission, the HR Director may carry over ten (10) days of unused vacation from one fiscal year to the next. Upon termination of employment, the HR

Director shall be paid for any unused vacation previously accrued. If termination is caused by death, such payment shall be made to the HR Director's spouse or beneficiary.

**C. Personal**

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

**D. Bereavement Leave**

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

**E. Sick Leave**

The HR Director has accumulated sick leave and will continue to accumulate one (1) day of sick leave each month. Sick leave is cumulative and carried forward from one Fiscal Year to the next. Upon retirement, the HR Director will be paid 50% of the number of unused sick days with a maximum of days paid not to exceed ninety (90) days. There will be no buy-back of sick leave if the employee resigns or is terminated.

**F. Jury Duty**

If the HR Director is requested for Jury Duty, he/she shall be given the time off without the loss of pay.

**10. Holidays**

The HR Director shall be entitled to twelve (12) paid holidays. These are:

1. New Year's Day,	7. Labor Day
2. Martin Day King Day	8. Columbus Day
3. Washington's Birthday	9. Veteran's Day*
4. Patriot's Day	10. Thanksgiving Day
5. Memorial Day	11. Day after Thanksgiving
6. Independence Day	12. Christmas Day
13. Juneteenth	

\*Veteran's Day is only a Holiday if it falls on Monday, Tuesday, Wednesday, Thursday, or Friday.

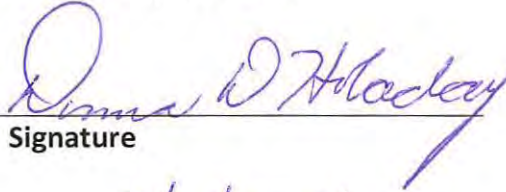
**11. Other**

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

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

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

HR Director  
Donna Drelick  
8 Chadwick St.  
Methuen, MA 01844

  
Signature

  
Signature

8/2/2021  
Date

8-2-21  
Date



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

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: August 9, 2021  
Re: Appointment

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

Greg Earls  
2 Sanborn Road  
Hampton Falls, NH 03844

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 AUG -9 11:12:30



**110.R7.1.7.4 Conditional Appointments.** Individuals who meet or exceed the experience requirements pursuant to M.G.L. c. 143, § 3 and 780 CMR, but who are not certified under the provisions of 780 CMR 110.R7 may be appointed on a conditional basis only. If so appointed these requirements shall be met:

1. Immediately upon appointment, the city or town clerk shall report the conditional appointment to the BBRS in accordance with 780 CMR 110.R7.1.7.2.
2. Within the first six months of employment the conditional appointee shall make application to take the examination(s) required for the appropriate category of certification.
3. Within one year following the first six months of employment a conditional appointee who is appointed as an inspector of buildings\building commissioner shall attain a passing score on all of the examinations required for that category of certification.
4. Within six months following the first six months of employment a conditional appointee who is appointed as a local inspector shall attain a passing score on all of the examinations required for that category of certification.
5. In accordance with 780 CMR 110.R7.1.7.4.1, a conditional appointee may petition the BOCC in writing for an extension of time to comply with the examination schedule of 780 CMR 110.R7. Upon establishment of cause, the BOCC may grant an extension as it may consider appropriate.
6. Conditional appointees shall notify the BBRS of any change in the status of their employment, within one month of such change.
7. Any individual conditionally appointed as an inspector of buildings/building commissioner shall first be certified as a local inspector.

January 20, 2021

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

Dear Ms Bunyan,

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

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

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

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

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

Sincerely,

*Greg Earls*

Greg Earls  
978 417-0063

# Greg Earls

978-417-0063

GEarls25@comcast.net

---

## PROFESSIONAL EXPERIENCE

### **beWell Organic Medicine; Lowell, MA**

Dispensary Manager

January 2019 – Present

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

### **YouthBuild; Lawrence Family Development; Lawrence, Massachusetts**

Construction Supervisor

January 2013 – January 2019

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

### **YouthBuild; Community Teamwork, Inc; Lowell, Massachusetts**

Director of Construction

November 2010 – Present

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

### **Milk Street Builders; Newburyport, Massachusetts**

Principal

August 2008 – Present

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

### **City of Newburyport; Newburyport, Massachusetts**

City Councilor

2002 - 2019

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

**Northern Log Homes; Bangor, Maine / Newburyport, MA**

Director of Construction and Design

2002 - 2008

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

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

Contractor Field Supervisor of Northeast Region

1999 - 2002

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

**Rose Displays; Marblehead, Massachusetts**

Manager of Retail Design

1997 - 1999

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

**CERTIFICATIONS**

MA Construction Supervisor License

MA Home Improvement Contractor License

OSHA 10 Certification

Green Advantage Certified

NABCEP Certified (North American Board of Certified Energy Practitioners)

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

**EDUCATION**

Master of Architecture

Southern California Institute of Architecture and Urban Studies

Santa Monica, California

Internship / Certificate Program

Institute for Architecture and Urban Studies

New York, New York

Bachelor of Science in Business Administration

University of Connecticut

Storrs, Connecticut



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

*Donna D. Holaday*

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: August 3, 2021  
Subject: Appointment

-----  
I hereby appoint, subject to your approval, the following named individual as a member of the Cultural Council. This term will expire on August 31, 2024.

Kathleen Brittan  
21 Phillips Drive  
Newburyport, MA 01950

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 AUG -3 PM 1:56

**KATHLEEN C. BRITTAN**

21 Phillips Drive . Newburyport, MA 01950 . 978/395-1145 . [KBrittan@gmail.com](mailto:KBrittan@gmail.com)

June 29, 2021

Mayor's Office, City Hall  
60 Pleasant St.  
Newburyport, MA 01950  
ATTN: Donna Musumeci

Re: Newburyport Cultural Council

Dear Mayor Holaday and Ms. Musumeci:

Please consider my interest in serving on the Board of the Newburyport Cultural Council. As a professional musician, successful fundraiser, and nonprofit strategist, combined with my passion for the vital role that the arts play in shaping vibrant, healthy communities, I would very much enjoy lending my passion and expertise to the Newburyport Cultural Council.

Enclosed is my resume, which I hope sufficiently evidence my service and commitment to the arts. A snapshot of relevant experience includes:

- Early in my career at the Massachusetts Institute of Technology, I was the Institute's first non-faculty invited to write for its faculty newsletter. My article explored the connections between the arts and science.
- After less than a year as a member of the New England Philharmonic's Board of Directors, I was elected President. During my four-year tenure, I restructured the Board to include members from the for-profit business community to raise the orchestra's profile, created avenues to secure new sources of revenue, and increased audience attendance and subscriptions.
- When I met Jennifer Montbach, founder of Radius Ensemble, I knew my involvement with the young, daring ensemble would be exciting, challenging, and always rewarding. During my tenure on its Board of Directors, we created eclectic programming, engaged an internationally-renown artistic advisory board, extended our outreach to a new generation of concert-goers, created exciting competitions for up-and-coming new composers, and increased our budget by 30%.

Locally, I have provided consulting services to Briggs Design, North of Boston Cancer Resource, and Paula Estey Center for Art and Activism.

Thank you for your consideration. I look forward to the next steps in this process.

Sincerely,



Kathleen C. Brittan  
Enclosure

## KATHLEEN C. BRITTAN

21 Phillips Drive . Newburyport, MA 01950 . 978/395-1145 . KBrittan@gmail.com

### PROFESSIONAL SUMMARY

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Active, dedicated nonprofit executive and fundraiser in the arts, higher education, special education, and scientific research. Trusted collaborator with philanthropists, Nobel laureates, artists, educators, scientists, entrepreneurs, and community activists.

### SKILLS

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- Philanthropy Management
- NonProfit Management
- Operational & Strategic Planning
- Board Relations
- Financial Management
- Marketing & Communications
- Volunteer Engagement

### EXPERIENCE – CONSULTING

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#### BRITTAN CONSULTING (1999 – present)

- Create operations, fiscal management, marketing/communications, major event, and/or capital campaign strategies for nonprofit organizations.
- Foundation start-up consultation: development of business plan collateral materials; advisement on domestic and international board of directors and advisory boards; best practices to secure crucial first funding.
- Philanthropic impact investment advising services to individuals, nonprofits, and foundations.

### EXPERIENCE – NONPROFIT

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#### EXECUTIVE DIRECTOR (2020 - Present)

##### Blue Heron Renaissance Choir

Direct all fiscal and administrative operations of this internationally acclaimed, award-winning Renaissance vocal ensemble. Successfully transitioned financial health from net-negative to over \$100K in assets during pandemic, as well as launched a \$400K campaign, raising over 90% toward goal in the quiet phase.

#### VICE PRESIDENT OF ADVANCEMENT (2014-2017)

##### Crotched Mountain Foundation

Managed all aspects of fundraising, volunteers, marketing/communications, and publications for this \$54 million organization. Managed Board Committees in support of fundraising. Oversaw a staff of six.

#### DIRECTOR OF DEVELOPMENT AND MARKETING

##### Emerson Umbrella Center for the Arts

(2010 – 2012)

Responsible for planning and execution of a \$10M Capital Campaign as well direct and manage organization's marketing strategy and overall fundraising capacity. Created, produced, and hosted community television interview show featuring Umbrella artists, guest artists, curators, community members, and staff.

**DEPUTY DIRECTOR OF DEVELOPMENT** (2004 – 2007)**Perkins School for the Blind**

Managed development operations for annual, major gifts, and planned giving programs with a staff of five. Redesigned brochures, direct mail program, online giving, and gift reports.

**EXECUTIVE DIRECTOR** (2000 – 2004)**Brandeis University National Women's Committee**

Directed all operations of this national, non-alumni member services and fundraising organization of over 44,000 members. Directed all programming, membership, marketing, and fundraising programs with a staff of 14. Managed an annual budget of \$4 million. Spearheaded full redesign of communications materials and website and launched a first-ever professionally driven marketing initiative.

**VICE PRESIDENT** (1996 – 1999)**New England Colleges Fund**

Cultivated and solicited new foundation and corporate prospects for this consortium of 29 independent liberal arts colleges and universities. Recruited volunteers to launch an aggressive marketing analysis program to assess market viability and redesign communications.

**MANAGER, ALUMNI/AE RECOGNITION SERVICES** (1990 – 1996)**Massachusetts Institute of Technology**

Developed and managed domestic and international alumni stewardship programs as well the activities of alumni/ae volunteers worldwide.

**EDITOR** (1993 – 1996)**Massachusetts Institute of Technology**

- Managed the editing, design, and production of a nationally recognized alumni/ae volunteer newsletter; increased circulation from 2500 nationally to a global circulation of 40,000.
- First non-staff contributing editor of MIT Faculty Newsletter.

**DEVELOPMENT ASSISTANT** (1988 - 1990)**Massachusetts Institute of Technology**

Supported individual major gift campaign solicitations.

**EDUCATION****American Institute of Holistic Theology**

Master of Science, Holistic Health

Bachelor of Science, Metaphysics (*Metaphysics is the non-secular study of psychology*)

**Additional Studies**

**Harvard University**

Humanities/Sociology

**New England Conservatory of Music**

Vocal Performance

**Simmons College**

Social Sciences

**Longy School of Music**

Vocal Performance

**TRUSTEE EXPERIENCE**

Radius Ensemble Board of Trustees, Secretary (2006 – 2017)

Beethoven Society Board of Directors, Member (1999 – 2009)

New England Philharmonic Board of Directors, President (1999 – 2003)





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

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: August 3, 2021  
Subject: Appointment

A handwritten signature in black ink, appearing to read "Donna D. Holaday", is written over the "From:" line and extends upwards and to the right.

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I hereby appoint, subject to your approval, the following named individual as a member of the Cultural Council. This term will expire on August 31, 2024.

Cynthia Schartman  
12 1/2 Market Street  
Newburyport, MA 01950

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 AUG --3 PM 3:32

12 1/2 Market Street  
Newburyport, MA 01950

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

July 14, 2021

2021 JUL 14 AM 10:13

Mayor Donna Holaday  
Mayor's Office  
City Hall  
60 Pleasant Street  
Newburyport, MA 01950

Mayor Holaday:

I would like to be considered for a volunteer position with the Newburyport Cultural Council. As you may note in my attached resume, while I have diverse and deep experiences within several overlaps of local and regional arts and heritage communities, I have never ventured into public service. However, I have watched Newburyport evolve, both as a member of the business community and a parent, and am convinced that our cultural landscape is as unique and valuable as our treasured geographic and built environment. As a Senior Designer in a local architectural firm, mentoring young designers and fostering creativity is a large part of what I love about my job. I'd like to contribute in this way on the city level.

Specific skills I've honed which the Council may find of benefit include: 1. Assessing proposals and submittals from trades, designers and other craftsmen. 2. Providing aesthetic and communication guidance to staff and collaborators 3. Building relationships among project collaborators 4. Distilling the message and finding the joy in any project.

Please let me know if you would like to talk. I can provide references from many different circles of my life in Newburyport.

Respectfully,



Cindy Schartman

## **Cynthia Schartman**

12 1/2 Market Street, Newburyport, MA 01950, 978.491.7867, cschartman@asidfordarchitects.com

### **PROFESSIONAL EXPERIENCE:**

**Andrew Sidford Architects**, Newburyport, MA (2004- present)

Project Manager for residential and commercial projects: Zoning, Historic and ADA research & submittals, design drawings, construction documents, finishes and interior design, landscape design, 3D models, and construction administration.

**Benjamin Nutter Associates, Architects**, Topsfield, MA (2000-2003)

**Stopfel, Inc. Architects**, Boston, MA (May 2000 - Oct. 2000)

**O'Neil & Manion Architects, P.C.**, Bethesda, MD (Jan. 2000 - May 2000)

**Exhibit Development and Design** (1991-1999): National Museum of American History, Howard-Revis Design, National Museum of Health and Medicine, AIA Headquarters Gallery, New England Folklife Center, Very Special Arts Gallery, Smithsonian Institution Office of Exhibits Central, Cremona Foundation Collection of Nonconformist Art

**Architectural Preservation** (1992-1993): Historic Port Tobacco, MD; L'Abbaye du Moncel, France

### **CULTURAL COMMUNITY INVOLVEMENT:**

Member, Curatorial Committee, **Museum of New Art**, Portsmouth, NH (Spring 2021 - present)

Board Member, **Tinkerhaus**, Newburyport, MA (Fall 2019 - present)

Participant and Volunteer, **Maudslay Sculpture**, Newburyport, MA (Summer 2018- present)

Participant and Volunteer, **Rubbish to Runway**, Georgetown, MA (Fall 2018 - Winter 2020)

### **EDUCATION:**

**Massachusetts Cultural Council Professional Development Grant**, Fall 1999  
New England Foundation for the Arts Conference

**The George Washington University**, M.A. Museum Studies, Spring 1997; Graduate Fellowship, 1997

**St. Mary's College of Maryland**, B.A. History, Studio Art Minor, 1991

**Center for Medieval and Renaissance Studies**, Oxford England, 1989

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