

COMMITTEE ITEMS

June 24, 2019

Committee Items Budget & Finance

Consent Agenda-Committee Items

- TRAN048_04_08_19 Mult Accts \$1,668,067.29 to Mult Accts \$1,668,067.29 (**excepting \$65,000**)
- ORDR106_05_13_19 Intermunicipal Agreement Animal Control Services (**Amended**)
- TRAN056_05_28_19 Free Cash \$143,094.37, Snow & Ice Labor \$11,318.05 to Snow & Ice Expenses \$154,412.42
- TRAN057_05_28_19 Health Ins. \$12,320 to Fire Misc Supplies \$5K, HR Payroll \$4,620, HR/FSA Admin \$2.7K
- TRAN058_05_28_19 BDR Elections & Reg. \$5K to CLK Lease Copier \$1.2K, CLK Admin \$1.3K, CCN ORD Recodification \$2.5K
- TRAN059_05_28_19 Solid Waste Revolving Fund \$40K to SUS Solid Waste \$40K(**Amended**)
- TRAN060_05_28_19 Free Cash \$3,250 to YTH Brown School Expenses \$3,250
- ORDR114_06_10_19 Parking Garage M-F Monthly Employee Pass (**Amended**)
- ORDR120_06_10_19 Mitigation Payment Appropriation
- ORDR121_06_10_19 Tucker Scholarship Gift Acceptance \$500
- ORDR122_06_10_19 FY20 Revolving Fund Order



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

CITY PLANNING OFFICE
NEWBURYPORT, MA
2019 APR 2 10 15

Department: Mayor's Office
 Submitted by: Donna D. Holaday, Mayor Date Submitted: 4/8/2019

Transfer From:

Account Name	<u>Multiple Accounts (see attached)</u>	YTD Bal:	<u>\$ -</u>
Account Number:	<u>See attached</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$1,668,067.29</u>	Trans Out:	<u>\$ -</u>
Why are Funds Available:	<u>See attached.</u>		

Transfer To:

Account Name	<u>Multiple Accounts (see attached)</u>	YTD Bal:	<u>\$ -</u>
Account Number:	<u>See attached</u>	Category:	<u>\$ -</u>
Amount:	<u>\$1,668,067.29</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Required:	<u>See attached.</u>		

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

Donna D. Holaday
Ethan R. Manning

Date: 4/2/19
 Date: 4/2/19

In City Council April 29, 2019:

Motion to approve \$65K for Newburyport Youth Services (PL007) by Councillor Tontar, seconded by Councillor Vogel. Roll call vote, 9 yes, 1 no (Zeid), 1 absent (Connell). Motion passed. Motion to refer remainder of TRAN048_04_08_19 back to Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted.

Department	Need	Amount	Rationale
Schools	NHS-Pettingell Park Infield Renovation (SC017)	\$15,000	This project would add infield mix materials to raise the infield level with the grass to improve safety, playability and drainage.
Schools	Nock Molin-Walkway/Sidewalk Repairs and Repaving (SC010)	\$15,000	The walkways, including the fire road around the back of the school are in poor condition in some areas. The next phase of this project would finish the final section of fire road in the area of the skate park. Following that on the list would be the sidewalk coming from Johnson Street onto the school property.
Schools	Nock Molin-Gym Floor Refinish (SC006)	\$16,880	The gym floor is worn and dull. Finish is peeling up in many areas and the floor is now beyond needing just an annual screening and recoat. This project would sand the floor back to bare wood, repaint all lines and refinish with a 4-coat system of an oil based urethane.
Schools	Tractor (SC004)	\$54,005	John Deere 4066R Compact Utility Tractor with cab, loader, and snow pushers for both asphalt and turf. this piece of equipment would have numerous applications for athletic field and general grounds maintenance including aerating, seeding and moving materials such as mulch, soil and other bulk materials. In the winter it would be used to assist in the snow removal efforts, further reducing our dependency on the DPS. It would also have the capability to clear snow off the turf field in the stadium to allow for earlier use of the field in the spring.
Youth Services	Newburyport Youth Services (PL007)	\$65,000	Funding for feasibility study, phase 1 site assessment, survey and ANR plan and wetlands delineation at 57 Low Street for new Youth Services location.
DPS - Sewer	One (1) Mack Dump Truck with Basic Body (SW005)	\$48,056	Purchase of one 2019 Mack Dump Truck. Equipment is used to haul sludge from the Wastewater Treatment Facility. This will replace an existing piece of equipment from 2004. The current vehicle has exceeded its normal life due to the environment and the material being transported. Second payment of three (lease to purchase).
DPS - Sewer	Bobcat Loader (SW004)	\$50,000	The New Bobcat would replace aging 1996 Bobcat.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

CITY OF NEWBURYPORT AND TOWN OF WEST NEWBURY

INTERMUNICIPAL AGREEMENT FOR THE ADMINISTRATION OF SHARED ANIMAL CONTROL SERVICES

Article 1. Purpose

This agreement is entered into, pursuant to Massachusetts General Laws Chapter 40, Section 4A, by and between the City of Newburyport, as authorized by its City Council and approved by its Mayor, and the Town of West Newbury, as authorized by its Board of Selectmen.

WHEREAS, the City of Newburyport and the Town of West Newbury are each obligated to provide animal control services to their residents; and

WHEREAS, the City of Newburyport and the Town of West Newbury have determined that their residents can more efficiently and effectively be served with such services through a joint undertaking between the communities; and,

WHEREAS, the City of Newburyport and the Town of West Newbury have determined to join together to establish and administer a program of shared Animal Control Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

Article 2. Definitions

Participating Governmental Units: the City of Newburyport and the Town of West Newbury. Animal Control Services: Any and all services as required of an Animal Control Officer under applicable Massachusetts Laws and regulations, including but not limited to MGL Chapter 140, Section 151 et seq. and MGL Chapter 129, Section 15 et seq.

Article 3. Term

This Agreement shall take effect on the 1st day of July 2019, for a one year term that may be extended by up to two additional one year terms commencing on July 1, 2020 and July 1, 2021. Any such extension term shall be subject to approval by the City of Newburyport, as authorized by its City Council and approved by its Mayor, and the Town of West Newbury, as authorized by its Board of Selectmen. The Participating Governmental Units shall give each other notice of whether or not they wish to extend this initial one year term at least ninety days prior to the annual Town Meeting of the Town of West Newbury but no later than ninety days prior to June 1st of the then-current term, unless another date is mutually agreed upon in writing. Should the parties fail to extend this Agreement by written addendum hereto, the agreement shall terminate upon the last day of the then-current term.

Article 4. Lead City

The City of Newburyport shall act as the "lead city" for the Participating Governmental Units, by employing the necessary officers and providing the necessary equipment, vehicles and kennel to perform said Animal Control Services. Said officers shall be considered employees of the City of Newburyport and be accorded all applicable benefits enjoyed by other Newburyport municipal employees as they are or shall be established. Each such officer must be a Massachusetts certified Animal Control Officer (excepting that new employees may acquire such certification within two years of the commencement of employment). Said certification must be maintained during the term of this Agreement. The office where such officers shall be primarily located will be in Newburyport.

Article 5. Funding Contribution

During the Fiscal Year 2020 (July 1, 2019- June 30, 2020), the Town of West Newbury shall pay the City of Newburyport for animal control services a total sum of \$24,050.00 to be paid in four equal quarterly payments of \$6,012.50 on or before August 1, November 1, February 1, and May 1 (provided that such sum will be prorated as of the date of approval of this Agreement by the Board of Selectmen of the Town of West Newbury and the Mayor of the City of Newburyport). This payment shall include all applicable expenses incurred by the City of Newburyport in providing Animal Control Services on behalf of the Participating Governmental Units, including, but not limited to, salaries, group health insurance, workers' compensation insurance, and all other applicable benefits. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution during the initial term or any extended term of this agreement, subject to available appropriation.

Article 6 Financial Safeguards

Under the provisions of M.G.L. Chapter 40, §4A, the City of Newburyport Director of Public Health shall provide to the Town of West Newbury periodic financial statements that shall include: accurate and comprehensive records of the services performed under this agreement; the costs incurred; and the reimbursements and contributions received. Such reports shall be compiled and distributed by the Health Director on a quarterly basis. In addition, all bills and payrolls submitted for work done under this regional agreement shall be plainly marked to indicate that the work was done under the authority of this agreement.

The accounting records of the Newburyport Animal Control Services, working under the direction of the Newburyport Director of Public Health, shall be subject to the City's annual audit process and shall be subject to periodic audit by the Newburyport City Auditor as is current practice.

Article 7 Hours of Services and Service Requirements

The City of Newburyport shall provide Animal Control Services under this Agreement on an as-needed basis, seven days a week, twenty four hours a day. Animal Control Services shall be provided on an equal basis between the communities.

Article 8 Vehicle Usage

The Town of West Newbury shall provide a 2015 Ford Explorer. This vehicle shall be made available for the use of the Animal Control Officers. Collision and liability insurance for the vehicle shall continue to be paid by the Town of West Newbury. The City of Newburyport shall be responsible for the maintenance and upkeep of West Newbury's vehicle.

Article 9 Fines

Any fines, exempting boarding fees, collected will be collected on behalf of and returned to the Participating Governmental Unit from within the municipal boundaries of which the animal was taken, or in the case of an animal not taken, returned to the Participating Governmental Unit in which the animal resides or is kept.

Article 10 Indemnification

In the event that any claims, demands, suits, causes of action, costs, and expenses arise with respect to the services provided pursuant to this agreement, and to the extent permitted by Massachusetts

General Laws chapter 258 and other applicable law, a Participating Governmental Unit shall indemnify, defend and hold harmless the other participating Government Unit from and against any such claims, demands, suits, causes of actions, costs and expends, including reasonable attorneys' fees and legal costs, but only to the extent that they arise from or relate to the negligent acts or omissions of the first Participating Governmental Unit, or its agents, servants, or employees, or from or in relation to actions taken by the Animal Control Officer on behalf of or at the direction of the first Participating Governmental Unit. By entering into this Agreement, neither of the parties has waived any governmental immunity or limitation of liability or damages which may be extended to them by operation of law. This Agreement is for the benefit of the parties hereto and is not intended to confer third party beneficiary status on any other person or entity.

Article 11 Operation of Animal Shelter Facilities

The City of Newburyport shall maintain and operate an Animal Shelter Facility under the following terms and conditions.

I. OPERATIONS:

- A. The Animal Shelter Facility shall be accessible to the citizens of each Participating Governmental Unit for the retrieval of impounded animals during normal business hours, Monday through Wednesday 8AM to 4PM, Thursday 8 AM to 8 AM, and Friday 8AM to 12PM by appointment. Weekend hours will be provided by appointment only. Notice shall be posted conspicuously and in a readily accessible format in the main municipal building of both Participating Governmental Units which states the hours of operation and an emergency telephone number for use by residents to retrieve their pets. Such information shall also be made available on each respective Participating Governmental Unit website. The animal shelter shall be able to accept impounded animals 24 hours a day, 365 days a year.
- B. Newburyport will provide daily supervision, food, water and humane care to animals boarded at the shelter.
- C. All Animal Control Officers will log in each time they enter the Animal Shelter Facility. The sign-in sheets will be submitted monthly to the Director of Public Health.
- D. The Animal Shelter Facility is to be solely used for the impounding of animals and to be used by Animal Control Officers only. There shall be no entry of other persons in the shelter without the consent of the City of Newburyport Director of Public Health.

- E. Newburyport will be responsible for the Animal Shelter Facility cleaning/sanitizing supplies, maintenance, heat, water, electric and other utility costs incurred in connection with the operation of the Facility.
 - F. Newburyport will be responsible to keep the Animal Shelter Facility and associated kennels maintained, clean, and sanitary on a daily basis. Excreta and food waste shall be removed from primary enclosures daily and from under enclosures as often as necessary to prevent an excessive accumulation of feces and food waste, to prevent soiling of the animals contained in the enclosures, and to reduce disease, hazards, insects, pests, and odors. The condition of the kennels and quality of care is to be of a high caliber and performed to the standards established by the City of Newburyport Director of Public Health.
 - G. Boarding facilities shall include a sheltered kennel unit with cages and/or runs that protect the animals from precipitation, and extreme hot (100°F or greater) and cold (45°F or less) conditions. Except in emergency situations, as determined by the Newburyport Animal Control Officer, no more than one adult animal shall be kept per cage.
 - H. Newburyport will be responsible for ensuring that an ill or injured animal is treated promptly by the respective Participating Governmental Unit's contracted licensed veterinarian, depending on the nature and/or seriousness of the illness or injury, and that any prescribed medication is promptly obtained and administered.
- II. FEES:
- A. Owners who reclaim animal(s) shall make payment to the City of Newburyport prior to reclaiming their animal(s) for all boarding fees (\$35.00 per day for each animal) and all other fees related to shelter services provided per day per animal.
 - B. Newburyport shall provide invoices, collect monies and keep records of all required fees received from owners. Invoices provided to owners who are retrieving their animal shall include the date that the animal was delivered to the shelter, the per day shelter rate, the number of days that the animal was sheltered, medical bills as applicable, and total fee due and collected.
 - C. Each Participating Governmental Unit shall be responsible for the direct costs to care for the animals which originate from said community, including but not limited to flea treatments and any veterinary costs. For the purposes of this agreement, "veterinary costs" shall include rabies vaccinations, health evaluation, treatment of minor curable diseases and euthanasia.
 - D. Each Participating Governmental Unit shall pay any additional costs associated with the transport and removal of animals from their community if an animal is not claimed or is injured.

- E. Newburyport may add a surcharge of up to ten (10) percent (not to exceed \$25.00) to medical bills to cover certain incidental costs relating to transportation of an animal to a veterinarian's office, telephone expenses incurred in connection with medical treatment, and any special care involved. Bills must support all medical charges and receipts bearing the name of the veterinarian or firm from whom they were obtained.
 - F. Fees for animals that are unclaimed by the owner at the end of the maximum seven (7) day holding period shall be paid by the Participating Governmental Unit where the animal originated.
 - G. All fees and receipts from boarding and all other services related to the shelter shall be submitted monthly to the City of Newburyport Health Department.
- III. RECORD KEEPING: Each Participating Governmental Unit's Animal Control Officers shall maintain an impound record on each animal delivered to the Animal Shelter Facility. The impound record will be prepared and filled out by the appropriate Animal Control Officer and delivered to the Facility with the animal.

Upon discharge, one (1) copy of the animal's completed record shall be provided to the person claiming the animal and one (1) copy of each discharged animal's record shall be provided to Newburyport. If the agreement is terminated, all impound records shall be transmitted to the appropriate town.

IV. DISCHARGE:

- A. Claimed animals: Each Participating Governmental Unit will require the person claiming the animal to show identification (preferably a driver's license). In the case of a dog, a certificate of license is required of all dogs six (6) months of age or older for release.

In the event of non-licensure of a dog, the owner or person claiming the dog will be required to show proof of licensure prior to release by the Animal Control Officer. The Animal Control Officer will not be responsible for ensuring licensure of the dog.

In addition, the Animal Control Officer will provide the person claiming the animal with a full disclosure of any medical treatment rendered by a veterinarian and/or the Animal Shelter Facility and by whom it was rendered and a complete identification of any prescription or non-prescription medicine(s) administered to the animal while in custody. Finally, the Animal Shelter Facility must obtain the signature and the driver's license number of the person to whom the animal is released on the Impound Record.

- B. Unclaimed animals: Unless requested by the Newburyport Director of Public Health or West Newbury Police Chief to retain the animal for a longer period (2 to 4 additional days), animals

will be picked up on or immediately following the seventh (7th) day of confinement by the Animal Control Officer. The written notice to extend shelter services from the Newburyport Director of Public Health or West Newbury Police Chief must accompany the reports to the city or town. The shelter may place such animals as are deemed suitable up for adoption in accordance with MGL Chapter 140, section 136A.

Article 12 Miscellaneous

- a. This agreement may be amended in writing by vote of both of the Participating Governmental Units. Should additional municipalities seek to join this program of shared Animal Control Services, the terms agreed to herein, including apportionment of expenses, for such additional municipalities shall be negotiated and approved by both of the Participating Governmental Units.
- b. This agreement represents the entire understanding of the parties with respect to its subject matter.
- c. This agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- d. If any of the provisions of this agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under such provision, provided, however, that the remainder of the Agreement shall be enforced.

TOWN OF WEST NEWBURY

By Board of Selectmen

Dated: _____

CITY OF NEWBURYPORT

By Mayor

Dated: _____



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2019 MAY 21 PM 3:25

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 5/28/2019

Transfer From:

Account Name	<u>General Fund - Free Cash</u>	YTD Bal:	<u>\$ 884,010.00</u>
Account Number:	<u>01-35910</u>	YTD Cat:	<u>\$ -</u>
Amount:	<u>\$143,094.37</u>	Trans I/O:	<u>\$ (1,261,704.00)</u>
Why are Funds Available:	<u>The Massachusetts Department of Revenue certified Free Cash for FY2019 at \$2,145,714. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council. YTD balance reflects all transfers submitted prior to May 28, 2019.</u>		

Transfer From:

Account Name	<u>Snow & Ice - Labor</u>	YTD Bal:	<u>\$ 11,318.05</u>
Account Number:	<u>01423001-51301</u>	YTD Cat:	<u>\$ 11,318.05</u>
Amount:	<u>\$11,318.05</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Available:	<u>At the end of the season, there was a surplus in the Snow & Ice - Labor line item, which is used to fund overtime costs for snow and ice removal.</u>		

Transfer To:

Account Name	<u>Snow & Ice - Expenses</u>	YTD Bal:	<u>\$ (154,412.42)</u>
Account Number:	<u>01423002-52901</u>	YTD Cat:	<u>\$ (154,412.42)</u>
Amount:	<u>\$154,412.42</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Required:	<u>Snow and ice expenses are variable depending on winter weather conditions. This account is used to pay the cost of contractors hired to clear snow, equipment maintenance, as well as, materials such as salt and sand. State law allows communities to deficit spend in this category, however the deficit must be removed by fiscal year-end with available funds, or raise in FY2020.</u>		

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

Date: 5/21/19
 Date: 5/21/19

**City of Newburyport
Department of Public Services
Snow & Ice Expense**

	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019
Budgeted Expense	\$ 90,000.00	\$ 90,000.00	\$ 95,000.00	\$ 100,000.00	\$ 100,000.00	\$ 105,000.00
Budgeted Labor	\$ 90,000.00	\$ 90,000.00	\$ 95,000.00	\$ 100,000.00	\$ 100,000.00	\$ 105,000.00
Parts	\$ 29,179.48	\$ 49,393.50	\$ 33,253.19	\$ 36,370.42	\$ 36,315.05	\$ 31,381.58
Salt	\$ 68,948.16	\$ 104,412.63	\$ 104,345.74	\$ 139,646.10	\$ 97,472.25	\$ 134,398.80
Calcuim	\$ 8,000.00	\$ 3,981.98	\$ 3,889.71	\$ 7,213.14	\$ 4,296.00	\$ 3,390.00
OT Labor	\$ 54,883.13	\$ 164,488.58	\$ 36,151.39	\$ 108,158.02	\$ 64,082.91	\$ 93,681.95
Contractors	\$ 43,238.50	\$ 443,894.25	\$ 24,530.00	\$ 30,492.50	\$ 58,687.80	\$ 55,395.00
Other Material	\$ 1,195.00	\$ 1,694.62	\$ 9,023.19	\$ 4,612.00	\$ 8,293.75	\$ 3,368.50
Pending	\$ -	\$ 69,000.00	\$ -	\$ -	\$ -	\$ -
Other Accessories	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,206.64
Rental Trucks	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,271.90
Remaining Total	\$ (25,444.27)	\$ (656,865.56)	\$ (21,193.22)	\$ (126,492.18)	\$ (69,147.76)	\$ (143,094.37)



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

MAY 21 PM 3:25

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 5/28/2019

Transfer From:

Account Name	<u>Health Insurance</u>	YTD Bal:	<u>\$ 1,659,797.82</u>
Account Number:	<u>01914001-51700</u>	Bud Cat:	<u>\$ 1,736,448.12</u>
Amount:	<u>\$12,320.00</u>	Trans I/O:	<u>\$ (61,160.00)</u>
Why are Funds Available:	<u>A surplus is anticipated in the health insurance line item at year-end.</u>		

Transfer To:

Account Name	<u>Fire Misc Supplies</u>	YTD Bal:	<u>\$ (7,176.18)</u>
Account Number:	<u>01220004-55800</u>	Bud Cat:	<u>\$ 8,650.89</u>
Amount:	<u>\$5,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>This line item is used to fund miscellaneous supplies for the department, such as equipment for its two dive team members, which was purchased during FY19 at a cost of \$4,578, fire prevention educational materials, printing, etc.</u>		

Transfer To:

Account Name	<u>HR Payroll</u>	YTD Bal:	<u>\$ (4,382.78)</u>
Account Number:	<u>01152002-53010</u>	Bud Cat:	<u>\$ 9,183.05</u>
Amount:	<u>\$4,620.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>This line item funds the payroll vendor (fees based on number of transactions, direct deposits, bank accounts, etc.) and was underfunded for FY19.</u>		

Transfer To:

Account Name	<u>HR FSA Administration</u>	YTD Bal:	<u>\$ (2,431.70)</u>
Account Number:	<u>01152002-53006</u>	Bud Cat:	<u>\$ 9,183.05</u>
Amount:	<u>\$2,700.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>Based on new employees and increased participation in the Flex Spending program.</u>		

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

Donna D. Holaday
Eth R. Manning

Date: 5/24/19
 Date: 5/28/19



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

CITY OF NEWBURYPORT, MA
MAY 21 PM 3:24

Department: City Clerk
Submitted by: Richard B. Jones, City Clerk **Date Submitted:** 5/28/2019

Transfer From:

Account Name	<u>BDR Elections & Registration</u>	YTD Bal:	<u>\$ 5,601.47</u>
Account Number:	<u>01163007-57808</u>	YTD Cat:	<u>\$ 5,601.47</u>
Amount:	<u>\$5,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Available:	<u>A surplus is anticipated at year-end.</u>		

Transfer To:

Account Name	<u>CLK Lease Copier</u>	YTD Bal:	<u>\$ (882.00)</u>
Account Number:	<u>01161002-52701</u>	YTD Cat:	<u>\$ -</u>
Amount:	<u>\$1,200.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>Additional funds are needed for the copier in the City Clerk's Office.</u>		

Transfer To:

Account Name	<u>CLK Administration</u>	YTD Bal:	<u>\$ 85.85</u>
Account Number:	<u>01161002-54200</u>	YTD Cat:	<u>\$ -</u>
Amount:	<u>\$1,300.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>This line item funds administrative costs related to the operations of the City Clerk and City Council (e.g. professional printing, training, City Council retreats, water, office supplies).</u>		

Transfer To:

Account Name	<u>CCN Ordinance Recodification</u>	YTD Bal:	<u>\$ (3,084.41)</u>
Account Number:	<u>01111002-53002</u>	YTD Cat:	<u>\$ 2,072.37</u>
Amount:	<u>\$2,500.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>This line item is variable based on City Council activity.</u>		

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

Donna D. Holaday
Ethan R. Manning

Date: 5/21/19
 Date: 5/21/19



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

Department: Sustainability
 Submitted by: Molly Ettenborough, Director Date Submitted: 5/28/2019

Transfer From:

Account Name	<u>Solid Waste Revolving Fund</u>	YTD Bal:	<u>\$ 292,851.01</u>
Account Number:	<u>2843-59600</u>	YTD Cat:	<u>\$ -</u>
Amount:	<u>\$40,000.00 or Actual</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Available:	<u>The Solid Waste Revolving Fund is used to operate the Yard Waste Facility and Recycling Center on Colby Farm Lane, chipper service, hazardous waste disposal, and disposal of bulk items/mattresses.</u>		

Transfer To:

Account Name	<u>SUS Solid Waste</u>	YTD Bal:	<u>\$ 294,117.73</u>
Account Number:	<u>01519002-52905</u>	YTD Cat:	<u>\$ 308,132.73</u>
Amount:	<u>\$40,000.00 or Actual</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>To fund solid waste disposal through June 30, 2019 due to a higher than anticipated spring volume.</u>		

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

Donna D. Holaday
Ethan R. Manning

Date: 5/20/19
 Date: 5/20/19

Amended in Budget & Finance Committee on June 13, 2019 (3-0)



City of Newburyport FY 2019 BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
MAY 21 PM 3:24

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor Date Submitted: 5/28/2019

Transfer From:

Account Name: General Fund - Free Cash YTD Bal: \$ 884,010.00
Account Number: 01-35910 YTD Cat: \$ -
Amount: \$3,250.00 Trans I/O: \$ (1,261,704.00)
Why are Funds Available: The Massachusetts Department of Revenue certified Free Cash for FY2019 at \$2,145,714. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council. YTD balance reflects all transfers submitted prior to May 28, 2019.

Transfer To:

Account Name: YTH Brown School Expenses YTD Bal: \$ 11,887.20
Account Number: 01542007-57843 YTD Cat: \$ 18,268.70
Amount: \$3,250.00 Trans I/O: \$ -
Why are Funds Needed: The fence adjacent to the playground was deteriorated and falling down; therefore it needed to be replaced at a cost of \$3,250 by a local vendor. The remaining fence that runs along the southeast perimeter of the lot also needs some repair, however we anticipate this work can be completed in-house by DPS.

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

Donna D. Holaday
Ethan R. Manning

Date: 5/21/19
Date: 5/21/19

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Date: June 10, 2019

Amended as follows, with deletions double-stricken and italicized, and additions double-underlined and italicized:

THAT pursuant to the CITY OF NEWBURYPORT Code of Ordinances Section 13-180.1.(t)(l) and Section 13-166 the CITY COUNCIL of the CITY OF NEWBURYPORT hereby amends and approves the following schedule of parking fees and fines in the paid parking lots subject to introductory and time-limited discount incentive rates for paid parking permits pursuant to regulations promulgated by the Parking Clerk as described in Section 13-180.1.(f)(Z):

<i>Employee Monthly Pass for the Garage</i>	<i>\$60.00</i>
<i>Inn Daily Pass for the Garage</i>	<i>\$16.00</i>
<u><i>Monday - Friday Employee Monthly Pass for the Garage</i></u>	<u><i>\$40.00</i></u>

Inn is defined as a hotel/inn including conference and meeting facilities and bed and breakfast. The Inn Daily Pass shall be valid until November 1, 2019.

Inn Guests may park overnight up to a maximum of seven (7) days.

Monday - Friday Employee Monthly Pass for the Garage shall be valid until November 1, 2019.

Councillor Heather L. Shand

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 10, 2019

WHEREAS, Walsh Construction Company and the City of Newburyport entered into a License Agreement for the purpose of allowing for a temporary construction access and staging area necessary to complete work on the Whittier Bridge/I-95 Improvement Project, and

WHEREAS, said License Agreement included specific mitigation, including financial compensation in the amount of \$681,181.00, for use of City-owned property; predominantly the surrounding roads and the area located off of Spring Lane along the banks of the Merrimac River.

NOW, THEREFORE, the CITY COUNCIL of the CITY OF NEWBURYPORT accepts said mitigation payment and appropriates these funds for the purpose of restoring property that was used during the Whittier Bridge/I-95 Improvement Project, including, but not limited to, restoration and final paving of Spofford Street.

Councillor Charles F. Tontar

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CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 10, 2019

THAT, The CITY COUNCIL of the City of Newburyport accepts with gratitude a gift from Mark K. Tucker in the amount of \$500.00 to be deposited into the City Scholarship Fund in accordance with M.G.L. Chapter 44, Section 53A.

Councillor Charles F. Tontar

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 10, 2019

THAT, the City of Newburyport fix the maximum amount that may be spent during fiscal year 2020 beginning on July 1, 2019 for the revolving funds established in city ordinances for certain departments, boards, committees, agencies or officers in accordance with Massachusetts General Laws Chapter 44, Section 53E½, as follows:

Revolving Fund	Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	FY20 Spending Limit
Council on Aging	Director of Council on Aging	\$40,000
Recreational Services	Director of Youth Services	\$495,000
Historical Commission	Director of Planning & Development	\$2,500
Electrical Inspector	Building Commissioner	\$90,000
Plumbing Inspector	Building Commissioner	\$65,000
Gas Inspector	Building Commissioner	\$55,000
Disabilities Commission	ADA Coordinator	\$3,000
Emma Andrews Library	Director of Public Services	\$30,000
Transient Vendors	Director of Public Health	\$20,000
Planning & Zoning	Director of Planning & Development	\$70,000
Animal Control	Director of Public Health	\$6,000
Tree Commission	Newburyport Tree Warden	\$10,000
Medicare/Medicaid	Director of Public Health	\$25,000
Veterans Benefits	Director of Veteran's Services	\$2,000
City Hall Maintenance	Director of Public Services	\$5,000
Senior Community Center Maintenance	Director of Public Services	\$15,000
Parks Maintenance	Parks Director	\$15,000
Solid Waste	Recycling/Energy Manager	\$100,000
Assessor's Office	Assessor	\$2,000

 Councillor Charles F. Tontar

City of Newburyport Departmental Revolving Funds

As of 5/23/2019

CITY CLERK'S OFFICE
NEWBURYPORT, MA

	FY2016	FY2017	FY2018	FY2019 YTD	FUND BALANCE
2802 - REV COUNCIL ON AGING					
REVENUE					
USER FEES	20,380	39,491	39,569	26,749	
REVENUE Total	20,380	39,491	39,569	26,749	
EXPENSE					
PROGRAMS	(23,577)	(35,000)	(37,487)	(31,540)	
TRANSFER OUT			(15,000)		
EXPENSE Total	(23,577)	(35,000)	(52,487)	(31,540)	
2802 - REV COUNCIL ON AGING Total	(3,197)	4,491	(12,918)	(4,790)	<u>25,828</u>
2804 - REV HISTORICAL COMMISSION FD					
REVENUE					
PERMIT FEES	725	400	1,200	1,250	
REVENUE Total	725	400	1,200	1,250	
EXPENSE					
PEER REVIEWS	0	(1,375)			
MINUTE TAKER	(75)	(1,125)	(900)	(1,200)	
EXPENSE Total	(75)	(2,500)	(900)	(1,200)	
2804 - REV HISTORICAL COMMISSION FD Total	650	(2,100)	300	50	<u>8,272</u>
2803/2811 - REV RECREATION SERVICES					
REVENUE					
USER FEES	445,699	397,774	385,421	431,795	
CONCESSIONS		2,707	5,185	4,896	
DONATIONS	10,497	1,545	4,760	12,635	
SENIOR CELEBRATION	19,315	20,312		1,105	
REVENUE Total	475,510	422,338	395,367	450,430	
EXPENSE					
PERSONNEL	(89,163)	(90,112)	(105,826)	(113,398)	
PROGRAMS	(228,759)	(247,829)	(244,158)	(270,456)	
BANK CHARGES	(9,455)	(5,523)	(6,505)	(5,539)	
EVENTS	(5,373)	(14,682)	(6,889)	(5,239)	
MAINT-BUILDING	(5,708)	(1,118)	(2,145)	(205)	
SENIOR CELEBRATION	(1,466)	(19,238)	(971)		
TRANSPORTATION	(10,718)	(6,957)	(33,489)	(20,089)	
MISC SUPPLIES	(12,174)	(15,939)	(40,104)	(43,336)	
TRANSFER OUT			(15,000)		
EXPENSE Total	(362,814)	(401,398)	(455,087)	(458,262)	

City of Newburyport Departmental Revolving Funds

As of 5/23/2019

	FY2016	FY2017	FY2018	FY2019 YTD	FUND BALANCE
2803/2811 - REV RECREATION SERVICES Total	112,696	20,941	(59,721)	(7,833)	<u>255,672</u>
2806 - REV WIRE INSPECTION FEES					
REVENUE					
PERMIT FEES	96,356	110,644	72,660	108,047	
REVENUE Total	96,356	110,644	72,660	108,047	
EXPENSE					
PERSONNEL	(61,709)	(212,430)	(104,503)	(60,406)	
VEHICLE/EQUIPMENT		(24,606)			
MISC SUPPLIES	(175)	(2,895)		(9,554)	
EXPENSE Total	(61,884)	(239,932)	(104,503)	(69,960)	
2806 - REV WIRE INSPECTION FEES Total	34,472	(129,288)	(31,843)	38,087	<u>57,539</u>
2807 - REV PLUMBING INSPECT FEES					
REVENUE					
PERMIT FEES	47,843	52,580	38,880	49,321	
REVENUE Total	47,843	52,580	38,880	49,321	
EXPENSE					
PERSONNEL	(43,584)	(49,560)	(52,492)	(44,581)	
DUES			(150)	(75)	
TRAVEL/TRAINING	(1,750)	(670)	(1,070)	(948)	
MISC SUPPLIES	(6,700)	(6,327)	(5,744)	(2,411)	
EXPENSE Total	(52,034)	(56,557)	(59,455)	(48,014)	
2807 - REV PLUMBING INSPECT FEES Total	(4,191)	(3,977)	(20,575)	1,307	<u>3,295</u>
2808 - REV GAS INSPECTION FEES					
REVENUE					
PERMIT FEES	29,008	29,385	28,408	34,610	
REVENUE Total	29,008	29,385	28,408	34,610	
EXPENSE					
PERSONNEL	(28,061)	(27,052)	(34,479)	(38,170)	
DUES		(150)		(75)	
TRAVEL/TRAINING		(85)	(564)		
MISC SUPPLIES		(1,595)	(1,290)	(118)	
EXPENSE Total	(28,061)	(28,882)	(36,332)	(38,363)	
2808 - REV GAS INSPECTION FEES Total	947	503	(7,924)	(3,753)	<u>5,584</u>
2809 - REV DISABILITIES COMMISSION					

City of Newburyport Departmental Revolving Funds

As of 5/23/2019

	FY2016	FY2017	FY2018	FY2019 YTD	FUND BALANCE
REVENUE					
PARKING FINES	3,780	4,890	7,110	4,920	
REVENUE Total	3,780	4,890	7,110	4,920	
EXPENSE					
PROGRAMS	(85)				
MISC SUPPLIES	(1,908)	(261)	(105)		
TRANSFER OUT				(3,300)	
EXPENSE Total	(1,993)	(261)	(105)	(3,300)	
2809 - REV DISABILITIES COMMISSION Total	1,787	4,629	7,005	1,620	<u>20,937</u>
2810 - EMMA ANDREWS LIBRARY					
REVENUE					
RENT PAYMENTS	19,500	16,500	18,000	4,500	
REVENUE Total	19,500	16,500	18,000	4,500	
EXPENSE					
PERSONNEL	(1,595)	(1,007)	(1,045)	(7,308)	
HEAT/ELECTRICITY	(850)	(1,186)	(1,319)	(2,244)	
MAINT-BUILDING	(8,997)	(2,756)	(5,487)	(4,111)	
TELEPHONE	(1,308)	(1,523)	(1,357)	(1,115)	
WATER/SEWER		(252)			
MISC SUPPLIES				(530)	
EXPENSE Total	(12,749)	(6,724)	(9,208)	(15,308)	
2810 - EMMA ANDREWS LIBRARY Total	6,751	9,776	8,792	(10,808)	<u>26,541</u>
2812 - REV TEMP VENDOR PERMITS					
REVENUE					
PERMIT FEES	15,140	15,840	16,265	10,375	
REVENUE Total	15,140	15,840	16,265	10,375	
EXPENSE					
PERSONNEL	(9,308)	(27,455)	(8,574)	(3,705)	
MISC SUPPLIES	(2,025)	(2,320)	(533)	(239)	
TRANSFER OUT			(25,000)		
EXPENSE Total	(11,333)	(29,775)	(34,107)	(3,944)	
2812 - REV TEMP VENDOR PERMITS Total	3,808	(13,935)	(17,842)	6,431	<u>18,472</u>
2813 - REV PLANNING & ZONING					
REVENUE					
APPLICATION FEES	57,421	72,930	64,584	50,600	

City of Newburyport Departmental Revolving Funds

As of 5/23/2019

	FY2016	FY2017	FY2018	FY2019 YTD	FUND BALANCE
REVENUE Total	57,421	72,930	64,584	50,600	
EXPENSE					
PERSONNEL	3,563	(5,142)	(4,886)	(3,000)	
CITY SOLICITOR	(13,299)	(8,347)	(1,039)	(1,405)	
LEGAL ADS	(30,557)	(30,873)	(30,765)	(26,646)	
CONSULTING	(50)	(9,450)	(313)	(2,852)	
DUES	(415)	(500)	(485)	(446)	
TRAVEL/TRAINING	(1,084)	(1,010)	(6,477)	(2,345)	
MISC SUPPLIES			(5,806)	(11,289)	
EXPENSE Total	(41,843)	(55,322)	(49,770)	(47,983)	
2813 - REV PLANNING & ZONING Total	15,578	17,608	14,814	2,617	55,152
2817 - ANIMAL CONTROL OFFICER					
REVENUE					
FEES/FINES	2,360	2,030	1,655	1,295	
REVENUE Total	2,360	2,030	1,655	1,295	
EXPENSE					
PERSONNEL	(200)	(1,000)			
MISC SUPPLIES	(1,611)	(997)		(1,275)	
EXPENSE Total	(1,811)	(1,997)		(1,275)	
2817 - ANIMAL CONTROL OFFICER Total	549	33	1,655	20	14,164
2818 - REV NBPT TREE COMMISSION					
REVENUE					
DONATIONS	480	7,330	4,709	3,985	
REVENUE Total	480	7,330	4,709	3,985	
EXPENSE					
PERSONNEL		(50)	(859)		
TREE MAINTENANCE	(1,189)	(5,486)	(48)		
TREE PURCHASE	(6,761)	(550)	(4,953)		
MISC SUPPLIES	2,219	(230)	(960)	(33)	
EXPENSE Total	(5,731)	(6,316)	(6,820)	(33)	
2818 - REV NBPT TREE COMMISSION Total	(5,251)	1,014	(2,111)	3,952	9,938
2835 - HLTH MEDICARE REIMB					
REVENUE					
MEDICARE REIMB	22,832	23,158	20,985	3,765	
REVENUE Total	22,832	23,158	20,985	3,765	

City of Newburyport Departmental Revolving Funds

As of 5/23/2019

	FY2016	FY2017	FY2018	FY2019 YTD	FUND BALANCE
EXPENSE					
PERSONNEL	(5,039)	(1,035)	(1,740)	(725)	
VACCINES	(4,108)	(13,470)	(9,808)	(13,483)	
MISC SUPPLIES	(2,637)	(1,625)	(2,657)	(220)	
TRANSFER OUT			(15,000)		
EXPENSE Total	(11,783)	(16,130)	(29,205)	(14,428)	
2835 - HLTH MEDICARE REIMB Total	11,048	7,028	(8,220)	(10,663)	<u>16,200</u>
2836 - REV VETERANS REVOLVING FUND					
REVENUE					
DONATIONS	60	90		60	
REVENUE Total	60	90		60	
EXPENSE					
PROGRAMS/SUPPLIES	(230)	(947)	(269)		
EXPENSE Total	(230)	(947)	(269)		
2836 - REV VETERANS REVOLVING FUND Total	(170)	(857)	(269)	60	<u>1,343</u>
2840 - CITY HALL REVOLVING FUND					
REVENUE					
ROOM RENTALS	2,538	3,485	1,340	2,390	
REVENUE Total	2,538	3,485	1,340	2,390	
EXPENSE					
PERSONNEL	(2,286)	(1,637)	(1,585)	(669)	
MAINT-BUILDING		(892)	(2,149)		
EXPENSE Total	(2,286)	(2,528)	(3,735)	(669)	
2840 - CITY HALL REVOLVING FUND Total	251	957	(2,395)	1,721	<u>3,724</u>
2841 - SR COMMUNITY CTR MAINTENANCE					
REVENUE					
RENT PAYMENTS		6,003	12,340	10,286	
ROOM RENTALS	6,225	13,238	17,990	16,313	
REVENUE Total	6,225	19,241	30,330	26,598	
EXPENSE					
PERSONNEL	(4,503)	(8,787)	(5,208)	(3,872)	
BUILDING MAINT		(1,705)	(5,833)	(2,823)	
MISC SUPPLIES			(1,131)	(564)	
EXPENSE Total	(4,503)	(10,492)	(12,173)	(7,260)	

City of Newburyport Departmental Revolving Funds

As of 5/23/2019

	FY2016	FY2017	FY2018	FY2019 YTD	FUND BALANCE
2841 - SR COMMUNITY CTR MAINTENANCE Total	1,722	8,749	18,157	19,338	<u>46,966</u>
2842 - PARKS MAINTENANCE					
REVENUE					
FEES		4,084	8,630	295	
REVENUE Total		4,084	8,630	295	
EXPENSE					
PERSONNEL		(315)	(5,798)		
ELECTRICITY		(75)			
LANDSCAPE MATERIALS		(2,783)	(2,617)		
MAINT-EQUIP		(154)	(295)		
MISC SUPPLIES		(756)			
EXPENSE Total		(4,082)	(8,710)		
2842 - PARKS MAINTENANCE Total		1	(80)	295	<u>217</u>
2843 - SOLID WASTE FEE					
REVENUE					
TRANSFER IN				362,312	
REVENUE Total				362,312	
EXPENSE					
CHIPPER SERVICE				(25,593)	
HH HAZ WASTE				(43,868)	

June 24, 2019
Committee Items-
Planning & Development

Regular Agenda-Committee Items

1. ODNC030_03_25_19 Zoning - Amend Article XXVII Downtown Overlay District
(Amended)
2. ORDR123_06_10_19 Safe Routes to School - High Street Layout Alteration
3. ORDR124_06_10_19 Safe Routes to School - Order to Acquire Temporary and Permanent Easements and Award Damages
4. ORDER125_06_10_19 Safe Routes to School - Order of Taking

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CITY OF NEWBURYPORT



IN CITY COUNCIL

Ordinance 30 (2018-19 session)
introduced March 25, 2019
as amended in committee June 6, June 19, and June 20, 2019

ORDERED:

AN ORDINANCE TO AMEND ARTICLE XXVII (DOWNTOWN OVERLAY DISTRICT) OF THE ZONING ORDINANCE OF THE CITY OF NEWBURYPORT

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

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

XXVII-C - Establishment.

The DOD is hereby established as an overlay zoning district consisting of all such parcels of land depicted on a map entitled "Downtown Overlay District (DOD)," prepared by the office of planning and development, and dated March 13, 2014.

...

3. *No demolition delay:* The provisions of article X of section 5 of the Newburyport Code (Building Demolition) shall not apply within the DOD except to that category of work excluded from review by the SPGA under this section, upon a written determination by the zoning administrator, under subsection XXVII-E.5, below.

...

XXVII-D - Definitions.

1. *Addition, to add:* An extension or increase in total floor area, footprint, building height, or lot coverage.
2. *Alteration, to alter:* (a) Any addition, change, enlargement, expansion, maintenance other than in-kind, rebuilding, reconstruction or replacement, repair other than in-kind, restoration, replication, or other similar work; or (b) the moving from one portion of a lot to another, or from one lot to another, regardless of where the receiving lot is located.

3. *Character-defining exterior architectural feature:* An exterior architectural feature, whether existing historically or currently, that was understood to contribute to the significance of the relevant historic building or structure at the time of its listing on the State or National Register. The SPGA or the office of planning and development, as the case may be, shall refer to any photographs, data sheets or survey forms for such historic building or structure that have been prepared in connection with the Newburyport Historic District, whether dated earlier, contemporaneously, or later than its original listing on August 2, 1984.
4. *Construction, to construct:* The act or the fact of building, erecting, installing, or other similar activities.
5. *Demolition, to demolish:* The act, whether partial or complete, of pulling or tearing down, razing, or otherwise destroying.
6. *Demolition of a building or structure:* Demolition of greater than twenty-five (25) percent of all external walls of a building or structure, measured based upon their total surface area, regardless of the visibility of such walls from a street, way, or public body of water. The mere replacement of siding, **such as clapboards or shingles**, shall not constitute demolition of an external wall. Nor shall demolition of a building or structure include the demolition of a single external wall in order to build an addition, which shall be regulated under this section as an alteration.

6A. Dormer: A rooftop appurtenance, as distinguished from a vertical addition, to a building or structure, built out from a sloping roof, and not extending above the ridge line of the roof from which it projects, set back from all walls of the building or structure below it, and containing one or more windows. A dormer may be either a shed dormer or a gabled (a.k.a. doghouse) dormer: a shed dormer has a roof with a single slope with its eave line parallel to the ridge line of the roof from which it projects; and a gabled dormer has a gabled, hipped, or arched roof with its ridge line perpendicular to the ridge line of the roof from which it projects.

7. *Exterior architectural feature:* Any feature of the exterior of a building or structure that is open to view from any street, **other way open to public travel**, or the Merrimack River. Exterior architectural features may include, but are not limited to, the architectural style and general arrangement and setting thereof, the kind and texture of exterior building materials, and the type and style of windows, doors, lights, chimneys, signs, dormers, and other appurtenant exterior fixtures.
8. *Historic building or structure:* A building or structure that: (a) is listed individually on the State and National Registers of Historic Places, as they may be amended from time to time; (b) was listed as "Contributory" to the Newburyport Historic District as of August 2, 1984; or (c) subsequent to the adoption of this section is added automatically to the list of historic buildings or structures subject to this section pursuant to subsection XXVII-F.7. In consultation with the historical commission, the office of planning and development shall compile and maintain a list of all historic buildings or structures subject to this section, [a] copy of which list shall be kept also by the city clerk, and posted on the city's website.

9. *Historic exterior architectural feature*: Any character-defining exterior architectural feature of an historic building or structure.
10. *Historic masonry*: An historic exterior architectural feature of brick or masonry material.
11. *Historical commission*: The Newburyport Historical Commission established pursuant to M.G.L. ~~A~~ c. 40, § 8D.
12. *Newburyport Historic District*: The historic district known as the "Newburyport Historic District," originally listed on the State and National Registers of Historic Places on August 2, 1984, as amended.
13. *Ordinary maintenance, repair, or replacement in kind*: Alteration that does not involve any material change in the design, construction materials, or outward appearance of the exterior architectural feature so altered, with the express exception of any maintenance and repair of historic masonry, which is regulated under subsection XXVII-H. For purposes of this definition, a change in the color of paint is expressly understood not to involve a material change in the design, construction materials, or outward appearance of the exterior architectural feature so painted.
14. *Substantial evidence*: Such evidence as a reasonable mind might accept as adequate to support a conclusion.
15. *Temporary building or structure*: (a) Any building or structure designed or intended to be, or actually, in existence for a period of no more than twelve (12) months; or (b) any temporary sign as that term is defined in subsection VIII-B.
16. *Zoning Ordinance*: The Zoning Ordinance of the City of Newburyport, Massachusetts.

XXVII-E Exclusions.

Consistent with the city's intent for the DOD under subsection XXVII-A, a DOD-SP shall not be required for any of the following categories of work, which are hereby excluded from review by the SPGA under this section, upon a written determination by the zoning administrator:

1. Any ordinary maintenance, repair, or replacement in kind;
2. Any alteration or demolition of a building, structure, or exterior architectural feature that is not also an historic building, structure, or exterior architectural feature;
3. Any alteration, demolition, or replacement of windows, doors, signs, and/or awnings that is reviewed and approved by the office of planning and development under subsection XXVII-F.5(d);

4. Any new construction, alteration, or demolition of a temporary building or structure;
5. Any alteration of a one-family (use 101) or two-family (use 202) building that is (a) located within an underlying residential one (R-1), residential two (R-2), or residential three (R-3) district, or (b) at assessors map-lot 1-9 (6 Prince Place) or map-lot 1-7-A/B (2-4 Prince Place);
6. Any landscaping with plants, trees or shrubs;
7. Any work undertaken to meet requirements certified by a duly authorized public officer to be necessary for public safety because of an unsafe or dangerous condition, **such as the demolition of an historic building damaged or destroyed by fire, storm or other disaster**; and
8. Any rebuilding, reconstruction, restoration, or replication of an historic exterior architectural feature that has been damaged or destroyed by fire, storm or other disaster, provided that both of the following conditions are satisfied: (a) the result of such work is **substantially** the same in design, material and outward appearance as the damaged or destroyed historic exterior architectural feature; and (b) such work commences within two (2) years after such catastrophe, or three (3) years if extended upon good cause shown in a written request granted by vote of the SPGA.

XXVII-F Procedure and criteria.

Application, review and required findings: Unless an exclusion applies pursuant to subsection XXVII-E, all new construction, alteration, or demolition within the DOD shall require the owner of the relevant property to submit an application for a DOD-SP for the SPGA to review and approve such new construction, alteration, or demolition. Said approval shall be granted by the SPGA prior to the issuance of a building or demolition permit for any such work within the DOD. The planning board shall act as the SPGA for purposes of this section, and it shall review and may approve, approve with conditions, or deny all applications hereunder in accordance with the procedures listed in subsection X-H.8. The SPGA shall approve a DOD-SP only if the SPGA first determines that the proposed new construction, alteration, or demolition as described in the application meets all the requirements of this section and, in addition, the special permit criteria of subsection X-H.7.

1. *Streamlining and harmonization:* For the purposes of streamlining and harmonizing regulatory review by the city of proposed work subject to this zoning ordinance, and notwithstanding anything in this zoning ordinance to the contrary, the planning board shall serve as the SPGA for any proposed work within the DOD that requires action by an SPGA. If proposed work is subject to

site plan review under section XV, then the SPGA shall conduct DOD-SP review in conjunction with site plan review whenever reasonably possible.

2. *Documentation required to support an application:*

- a. To support an application for a DOD-SP, the owner shall provide as part of the application to the SPGA documentation regarding:
 - i. the historic building, structure, or exterior architectural feature proposed to be demolished or altered, including, but not limited to, any data sheets or survey forms for such historic building or structure that have been prepared in connection with the Newburyport Historic District;
 - ii. historic, if any, and current photographs of the relevant elevations and exterior architectural features;
 - iii. architectural plans, elevations and/or renderings depicting the proposed new construction, demolition, or alteration; and
 - iv. photographs of the adjacent buildings or structures, or setting.
- b. The owner (applicant) shall also be responsible for submitting a copy of the above materials to the historical commission no less than ~~twenty-one~~ **(21)thirty (30)** calendar days prior to the submission of an application to the SPGA. Such submission shall be a prerequisite for the submission of an application to the SPGA under this section.
- c. The office of planning and development shall develop a standardized application form for use by the SPGA and applicants, and for the purposes of determining the completeness of all applications in accordance with this section.

3. *U.S. Secretary of the Interior's standards:*

- a. In reviewing any application under this section, and except as otherwise provided herein, the SPGA or the office of planning and development, as the case may be, shall ~~consider, but in its sole discretion need not~~ adhere to, any relevant provisions of the United States Secretary of the Interior's "Standards for the Treatment of Historic Properties With Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings," as they may be amended from time to time, including all related guidelines, bulletins and other official guidance promulgated by the National Park Service (Secretary's Standards).
- b. **The Secretary's Standards offer four (4) distinct approaches to the treatment of historic properties, in order of preference — (i) preservation, (ii) rehabilitation, (iii) restoration, and, last, (iv) reconstruction or replacement —with accompanying guidelines for each. One set of standards will apply to a property undergoing**

treatment, depending upon the property's significance, existing physical condition, the extent of documentation available and interpretive goals, when applicable.

- c. The Secretary's Standards are an industry-accepted series of concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations. The related guidelines offer general design and technical recommendations to assist in applying the Standards to a specific property. Together, they provide a framework and guidance for decision-making about work or changes to a historic property.
 - d. The Secretary's Standards and related guidelines shall be applied to all work involving historic properties of all types, materials, construction, sizes, and use located within the DOD, and extend to a property's landscape features, site, environment, as well as related new construction, unless an exclusion applies under Section XXVII-E.
4. *Procedure, requirements and criteria for review of proposed demolition:*

- a. *Demolition generally prohibited:* The intent of this ~~Section XXVII~~section is to prevent the demolition of historic buildings, structures, and exterior architectural features located within the DOD unless the SPGA determines that the application meets all the requirements of this subsection XXVII-F.4 and, in addition, the special permit criteria of subsection X-H.7. Accordingly, such historic buildings, structures, and exterior architectural features shall be preserved and repaired, rather than demolished, ~~whenever reasonably feasible~~, except as otherwise allowed under this subsection XXVII-F.4.
- b. *Demolition of historic buildings and structures:* The SPGA may approve demolition of an historic building or structure only if it makes written findings based upon substantial evidence in the record that such historic building or structure retains no substantial remaining market value or reasonable use, taking into account the cost of rehabilitation to meet the requirements of the State Building Code as it applies to historic buildings or structures, or of other applicable laws. Costs necessitated by any new construction, alteration, or demolition conducted in violation of this section shall not be included in the calculation of rehabilitation costs.

Advisory reports: Pursuant to M.G.L. c. 44, § 53G, and tTo aid the SPGA in its review, the owner shall pay all costs for the SPGA to engage an architect specializing in historic preservation, architectural historian, builder specializing in historic preservation, engineer specializing in historic preservation, or other similar consultant selected by the SPGA in its reasonable discretion~~either a properly licensed architect or engineer experienced in the restoration of historic structures, or a recognized building preservation specialist, in the discretion of the SPGA, deemed necessary in opinion of the SPGA~~ to investigate and prepare a written

report upon the existing condition and feasibility of preservation of the historic building or structure proposed for demolition (Conditions Report). The SPGA shall engage such architect, engineer, or specialist no later than ~~seven (7)~~**ten (10)** calendar days after its having opened the required public hearing on the matter. Said Conditions Report shall include an estimate of the reasonable cost to rehabilitate the relevant building or structure to meet the requirements of the State Building Code as it applies to historic buildings or structures. **The Conditions Report required in connection with the proposed demolition of an historic building or structure shall not be waived by any City board, commission, or officer, including, without limitation by variance.**

No later than ~~thirty (30)~~**twenty (20)** calendar days after the ~~historical commission~~**SPGA** has received a complete application, the historical commission ~~may~~**shall** submit to the SPGA its written report (Historical Report) regarding: (x) the significance of the historic building or structure proposed for demolition; and (y) the relative importance of such historic building or structure to its setting within the DOD.

Before acting on a DOD-SP application to demolish an historic building or structure, the SPGA shall consider both the Conditions Report and any Historical Report submitted by the historical commission.

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

Before acting on a DOD-SP application to demolish an historic building or structure, the SPGA shall consider both the Conditions Report and any Historical Report submitted by the historical commission, as well as the Appraisal Report.

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

Advisory reports: **Pursuant to M.G.L. c. 44, § 53G, and** ~~To aid the SPGA in its review, and provided the SPGA makes a written finding that the~~

~~proposed demolition is of sufficient scope to justify the time and expense,~~ the owner shall pay all costs for the SPGA to engage an architect specializing in historic preservation, architectural historian, builder specializing in historic preservation, engineer specializing in historic preservation, or other similar consultant selected by the SPGA in its reasonable discretion either a properly licensed architect or engineer experienced in the restoration of historic structures, or a recognized building preservation specialist, in the discretion of the SPGA, deemed necessary in opinion of the SPGA to investigate and prepare a written report upon the existing conditions and feasibility of preservation of the relevant historic exterior architectural features (Conditions Report). Said Conditions Report shall include an estimate of the reasonable cost of all work required to preserve, rehabilitate, or restore the relevant historic exterior architectural features. The SPGA shall engage such architect, engineer, or specialist no later than ten (10) calendar days after its having opened the required public hearing on the matter, unless the Conditions Report required in connection with the proposed demolition of historic exterior architectural features is waived by unanimous vote of the SPGA.

No later than ~~thirty (30)~~twenty (20) calendar days after the historical commission SPGA has received a complete application, the historical commission ~~may~~shall submit to the SPGA a written report regarding application of the relevant criteria of this section the proposed work (Historical Report).

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

- d. *Employment of outside consultants:* The portions of this subsection XXVII-F.4 (and its regulations, if any) requiring the payment of consultant fees by the owner are promulgated under the concurrent authority of M.G.L. ~~A.~~ c. 44, § 53G.
- e. *Replacement must be approved:* The SPGA shall not approve a DOD-SP application to demolish an historic building, structure, or exterior architectural feature without the SPGA's having earlier granted, or concurrently granting, all relief required under this zoning ordinance, if any, for the replacement building, structure, or exterior architectural features. In addition to the owner's submitting plans, specifications, and such other materials as are normally required by the SPGA to enable its review of new construction or alteration within the DOD, the owner shall also submit a timetable and such guarantees and assurances for the completion of the replacement building, structure, or exterior architectural feature as the SPGA may reasonably require.
- f. *Documentation before demolition:* When the SPGA approves or approves with conditions a DOD-SP to demolish an historic building, structure, or

exterior architectural feature, the SPGA may require documentation of the historic building, structure, or architectural feature to be demolished, including, but not limited to, photographs of elevations and details of specific exterior architectural features. If so required, such documentation shall be completed and submitted to the historical commission before demolition may commence.

- g. *Additional penalties for unauthorized demolition:* In addition to any other penalties under applicable law, without prior written approval by the SPGA, no building permit shall be issued for a period of three (3) years with respect to any premises at which an historic building, structure, or exterior architectural feature has been intentionally demolished without a DOD-SP having been first obtained in compliance with this section. Such three-year period shall commence after the date upon which such demolition has been completed or suspended, whether voluntarily or by legal compulsion. For purposes of this subsection, "premises" shall mean both (i) the lot upon which the demolished historic building, structure or architectural feature was located, and (ii) all abutting lots under common ownership or control of such lot at the time of demolition.
- 5. *Procedure, requirements and criteria for review of proposed new construction and alterations:*

 - a. *New construction and alterations must be compatible with existing historic buildings and structures within the DOD:* New construction and alteration within the DOD shall not disrupt the essential form and integrity of (i) the subject historic building, structure or exterior architectural features, (ii) the lot where it is located, or (iii) its setting within the DOD. Moreover, new construction and alteration within the DOD shall be compatible with the size, scale, height, color (excepting paint color), material, and character of the (x) subject historic building, structure or exterior architectural feature, (y) the lot where it is located, and (z) its setting within the DOD, as the case may be.

 - i. *Reversibility:* New additions and other alterations to an historic building, structure, or exterior architectural feature shall be designed so that if they were to be removed or reversed in the future, the essential form and integrity of the overall historic building or structure would be unimpaired.
 - ii. *Composite materials:* The SPGA or the office of planning and development, as the case may be, shall review and may approve on a case-by-case basis proposed composite materials when used in custom design for alterations to an historic building, structure, or exterior architectural feature that were unavailable when the subject historic building, structure, or exterior architectural feature was originally constructed.
 - iii. *Advisory reports:* **Pursuant to M.G.L. c. 44, § 53G, and to** To aid the SPGA in its review, ~~and provided the SPGA makes a written finding that the proposed alteration of an historic exterior architectural feature is of sufficient scope to justify the time and~~

~~expense~~, the owner shall pay all costs for the SPGA to engage an architect specializing in historic preservation, architectural historian, builder specializing in historic preservation, engineer specializing in historic preservation, or other similar consultant selected by the SPGA in its reasonable discretion~~either a properly licensed architect or engineer experienced in the restoration of historic structures, or a recognized building preservation specialist, in the discretion of the SPGA, deemed necessary in the opinion of the SPGA~~ to investigate and prepare a written report upon the existing conditions and feasibility of preservation of the relevant historic exterior architectural feature (Conditions Report). Said Conditions Report shall include an estimate of the reasonable cost to rehabilitate the relevant historic exterior architectural feature to meet the requirements of the State Building Code as it applies to historic buildings or structures. The SPGA shall engage such architect, engineer, or specialist no later than ten (10) calendar days after its having opened the required public hearing on the matter, unless the Conditions Report required in connection with the proposed demolition of historic exterior architectural features is waived by unanimous vote of the SPGA.

No later than ~~thirty (30)~~~~twenty (20)~~ calendar days after the ~~historical commission~~SPGA has received a complete application, the historical commission ~~shall~~may submit to the SPGA a written report regarding application of the relevant criteria of this section to the proposed new construction or alteration (Historical Report)

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

The portions of this subsection XXVII-F.5 (and its regulations, if any) requiring the payment of consultant fees are promulgated under the concurrent authority of M.G.L.A. c. 44, § 53G.

- b. *Missing historic exterior architectural features:* When replacing or restoring an historic exterior architectural feature that is missing or has been significantly altered, such as storefronts, porches, or outbuildings, the approved design shall be based upon accurate documentation of such historic exterior architectural feature. If no such documentation is available, then the design shall be compatible in scale, proportions, material, and detail with the historic character of the building, structure or lot.
- c. *Non-historic styles permitted for new construction and additions:* The design of new construction and additions (as distinct from other alterations) within the DOD may reflect non-historic styles so long as they remain compatible with the historic character and scale of the subject historic building, structure, or exterior architectural feature, its lot, and its setting within the DOD, as the case may be. So long as new construction and

additions are so compatible, the SPGA shall not require the reproduction of historic styles, and, on the contrary, shall encourage contemporary styles of architecture to aid differentiation of old from new.

- d. *Staff-level review:* The office of planning and development ~~may~~**shall** review and approve for consistency with this section the proposed alteration, demolition or replacement of windows, doors, signs, and/or awnings when such work is unaccompanied by any other work subject to this section over a period of three (3) consecutive years, in which case exclusion 3 shall apply under subsection XXVII-E and no DOD-SP shall be required. Notwithstanding the foregoing, aAny proposed new window or door opening in an external wall of an historic building or structure shall require a DOD-SP.
- e. *Windows:*

- i. No application for demolition, new construction, or alteration involving windows shall be complete without submission by the owner of an inventory of those windows to be affected (Window Inventory), which submission requirement shall not be waived by any City board, commission, or officer.

The Window Inventory shall indicate concisely by photographs, drawings, and/or text: (A) the locations of affected windows; (B) their exterior paint conditions; (C) their frame and sill conditions; (D) their sash conditions (rails, stiles and muntins); (E) their glazing conditions; and (F) their hardware conditions.

The SPGA or the office of planning and development, as the case may be, shall review and may approve on a case-by-case basis work involving windows by determining, first, whether some or all of such affected windows are historic exterior architectural features, as defined under this Section XXVII, and so subject to review, second, the overall condition of each affected window that is an historic exterior architectural feature as “good,” “fair”, and “poor.” and, third and finally, determining the appropriate treatment for such each affected window that is an historic architectural feature under the Secretary’s Standards, which are, in order of preference, preservation, rehabilitation, restoration, and, last, reconstruction or replacement.

A “good” window is one that is intact, structurally sound, and performing its intended purpose, such that it needs no repair and only minor or routine maintenance.

A “fair” window is one: (A) with early signs of wear, failure or deterioration, although the window is generally sound structurally, and is performing its intended purpose; (B) with

failure of at least one part; and/or (C) where replacement of up to 30% of the area of such window or replacement of a defective part is required.

A “poor” window is one: (A) that is no longer performing its intended purpose and cannot be made to do so; (B) that is missing; (C) deterioration and damage affects more than 30% of the area of such window and adjustment and repair is not possible; and (D) that shows signs of imminent failure.

A “good” window shall be preserved, “fair” windows shall be rehabilitated or restored, and “poor” windows shall be reconstructed or replaced.

In approving appropriate treatments, the SPGA or the office of planning and development, as the case may be, shall incorporate into its decision a schedule that lists all of the parts of each window unit and notes their existing conditions by reference to the Window Inventory, or otherwise, and the precise tasks to be performed regarding each window part (Window Schedule).

- ii. Mirrored, tinted or heat-reflective glass or coatings, as well as interior applied or removable muntin bars, shall be prohibited.
- ~~iii. — Otherwise, the SPGA or the office of planning and development, as the case may be, shall review and may approve on a case-by-case basis alternatives to historic window materials.~~
- iv. Parts of replacement windows, such as exterior sills, molding and/or casing, exterior frames, and exterior sash windows shall match exactly those of the historic windows ~~whenever reasonably feasible~~. Otherwise, replacement shall match the historic windows in dimensions, configuration, mode of operation, and other general characteristics, but materials need not be duplicated exactly.
- v. Muntins, whether structural or applied, shall have an exterior, three-dimensional profile, and a width appropriate to the architectural style of the historic building or structure.
- vi. The SPGA, rather than the office of planning and development, shall review and may approve on a case-by-case basis all proposed new window openings in the external walls of an historic building or structure to ensure that they are consistent with historically accurate window arrangements.
- vii. Otherwise, the SPGA or the office of planning and development, as the case may be, shall review and may approve on a case-by-case basis work involving windows, consistent with the *Guidelines*

for Preservation and Replacement of historic Wood Windows in Newburyport, dated June 24, 2019, a copy of which is on file with the office of planning and development.

f. *Doors:*

- i. Replacement doors shall not incorporate leaded or stained glass except when replicating the original appearance of the historic building or structure. If part of a replacement door is glazed or has a window insert, such glazing or inserts shall include true or simulated divided lights. Mirrored, tinted or heat-reflective glass or coatings, as well as interior applied or removable muntin bars, shall be prohibited.
- ii. Otherwise, the SPGA, rather than the office of planning and development, shall review and may approve on a case-by-case basis proposed new door openings in the external walls of an historic building or structure to ensure that they are consistent with historically accurate door arrangements.
- iii. For historic buildings and structures other than one-family and two-family buildings, when the historic entrance will no longer be used, such historic entrance shall be left in place and secured, such that the alteration is reversible and the doorway can be reopened in the future with minimal work.

g. *Roofs, dormers and other roof features:* Rooftop features, such as elevator or stair towers, decks or terraces, dormers, or skylights, shall not damage or obscure character-defining exterior historic features, and should be inconspicuous and minimally visible on the site and from public ways.

- i. Roofing materials shall be compatible with the character of the DOD, and the overall geometry and proportions of the historic roof shapes and planes of an historic building or structure should be preserved.
- ii. New skylights shall be constructed to minimize their visibility from any street, way, or public body of water, shall not be made of curved plastic or in bubble form, and ~~shall~~ follow the plane of the roofline.
- iii. Historic chimneys, including, but not limited to, their historic dimensions and decorative brickwork patterns, shall be retained and repaired, regardless of the existence or usability of interior fireplaces. ~~New or altered dormers shall be permitted if the SPGA finds that they will relate harmoniously to the historic form, proportions, and arrangement of windows and doors of the historic building or structure, and will be constructed in appropriately matching materials.~~

- iv. All dormers shall be set back at least 1 ft., 6 in. (1'-6") from the wall below of the building or structure that is parallel to the ridge of the roof from which the dormer projects, and at least 3 ft., 6 in. (3'-6") from a wall below of the building or structure that is perpendicular to the ridge of the roof from which the dormers project.
- v. No dormer shall extend above the ridge line of the roof from which it projects.
- vi. The roof of any dormer shall not lack slope or otherwise be constructed flat. The roof pitch of a shed dormer may vary according to the pitch of the roof from which it projects, but the roof pitch of a gabled dormer shall match the pitch of the roof from which it projects, except in the case of gambrel or mansard roof.



(Gabled dormers in the DOD that project from mansard and gambrel roofs.)



(Shed dormer with matching gabled dormers at either end)

- vii. In no case shall windows be allowed in the side walls of dormers.

- viii. **Inset roof decks, created by cutting into a section of roof and inserting a decked opening, shall follow the same setback standards stipulated for dormers.**
- ix. Otherwise, the SPGA shall review and may approve on a case-by-case basis the proposed new construction and alteration of roofs, dormers and other roof features, including, without being limited to, balconies, towers, widow walks, roof decks, and cupolas, **consistent with the Design Guidelines for Roof Dormers, prepared for the City of Cambridge, Massachusetts, Board of Zoning Appeal, and dated 1996, a copy of which is on file with the office of planning and development.**
- h. *Porches and entrance porticos:* The SPGA shall review and may approve on a case-by-case basis proposed new construction and alteration of porches and entrance porticos, including the proposed enclosure or glazing of historic porches and entrance porticos.
- i. *Fences and site walls:* New fences and site walls shall be appropriate in scale, materials and architectural style to the historic buildings and structures located on the same lot, to the lot itself, and to its setting. New fences and site walls shall not substantially block significant views from any street, way, or the Merrimack River, of the primary facades of historic buildings and structures located within the DOD.
- j. *Outbuildings:* When the SPGA approves the replacement of an historic barn or other outbuilding, or of its historic exterior architectural features, the replacement outbuilding or exterior architectural features should be compatible with the historic features in design, material, dimension, sash or panel configuration, detail, and texture.
- k. *Signs and awnings:* In addition to any other regulations of commercial signs under the Newburyport Code: (i) the maximum size for first-floor projected, hanging, window, and wall signs shall be twelve (12) square feet; (ii) projected, hanging, window, and wall signs shall be prohibited on upper floors; (iii) signs may be constructed of painted wood, metal, or stone; (iv) signs constructed of particle board, plastic, or highly reflective metal shall be prohibited (provided, however, that the SPGA or the office of planning and development, as the case may be, may approve the use of carved high-density sign foam or foam board when the finished surface will have a matte [non-glossy] finish); (v) downlit signs shall use shielded bulbs to prevent light scatter; internally-lit signs are not permitted; (vi) all signs and hardware thereto attached to historic masonry shall be attached through mortar; and (vii) any adhesive used for signs affixed to historic buildings or structures shall be preservation quality. The SPGA or the office of planning and development, as the case may be, shall review and may approve on a case-by-case basis the proposed installation of new awnings. Installation of signage that does not comply with this section shall be subject to a variance from the zoning board of appeals in accordance with section X-H.6.

- I. *Access for persons with disabilities* Alterations to an historic building or structure for the purposes of providing accessibility shall provide persons with disabilities the level of physical access to such building or structure that is required under applicable law, consistent with the preservation of historic exterior architectural features of such building or structure, and with the goal of providing the highest level of access with the lowest level of impact on historic integrity.

- m. *Solar energy systems*: Consistent with state laws encouraging the installation of solar energy systems, as defined in M.G.L. ~~A~~ c. 40A, § 1A, new construction or alteration of solar collectors shall not irreversibly change or alter any historic exterior architectural features, and collector panels and other elements of solar energy systems, such as framing, piping and insulation, shall be installed so as to minimize their visibility from any street, way, or public body of water. Otherwise, the SPGA shall review and may approve on a case-by-case basis the new construction or alteration of solar energy systems while considering the policy of the Commonwealth to encourage the use of solar energy systems and to protect solar access.

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Councillor Jared J. Eigerman

As amended in committee June 6, June 19, and June 20, 2019

Guidelines for Preservation and
Replacement of Historic Wood
Windows in Newburyport

June 24, 2019

Newburyport City Council
City Hall
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Adapted with permission
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Guidelines for Preservation and Replacement of Historic Wood Windows in Newburyport

Introduction

A primary objective of the Newburyport Zoning Ordinance is to ensure the preservation and protection of the distinct characteristics of historic buildings and places throughout the city. Historic wood windows are one of these distinct characteristics. The Newburyport City Council finds that the protection of historic wood windows not only preserves an irreplaceable resource, but is also cost-effective to the property owner and environmentally responsible. The following guidelines are intended to inform Newburyport property owners on the benefits of wood-window restoration, and to guide property owners, city staff, and members of city boards and commissions in evaluating the appropriateness of window replacement.

Why Preserve Historic Wood Windows?

Windows are an essential component of buildings, both as a means for light, ventilation, and visibility, and as an architectural feature. By providing scale, profile, and composition to a façade, windows are often one of the most important character-defining features of a structure. Federal preservation guidelines advise that “windows should be considered significant to a building if they: 1) are original, 2) reflect the original design intent for the building, 3) reflect period or regional styles or building practices, 4) reflect changes to the building resulting from major periods or events, or 5) are examples of exceptional craftsmanship or design.” (Myers, John. “Preservation Brief 9: The Repair of Historic Wooden Windows.” Technical Preservation Services, U.S. Department of the Interior (1981) [<http://www.nps.gov/history/hps/tps/briefs/brief09.html>].) Busy property owners are often led to believe that old windows cannot be repaired, and that they are inconvenient, high-maintenance, inefficient, and ultimately replaceable. Historic wood windows were built to last, however, and some are still in service after two centuries or more.

A Brief History

Moveable wood sash windows date back to the early eighteenth century. Early sash construction techniques evolved into an intricate combination of molded wooden members (“muntins”) to hold panes of glass. Early wood sash windows were marked by thick muntins and small panes, or lights, due to the high price of glass. As glass technology improved and prices decreased, lights became larger and muntins became thinner.

By the late eighteenth century, dimensions of windows were standardized according to the sizes of glass imported from Britain. The principal window type of this era was the double-hung sash, which is commonly found today in Newburyport’s older buildings. Sash construction remained a complex process, and windows were milled from old-growth lumber that is denser than the wood available today – one reason for the longevity of these windows.

Historically, the character and configuration of window sash have been essential to the style of a building. Nineteenth century muntin profiles and sash designs changed with evolving architectural styles, demonstrating deliberate design choices and skilled craftsmanship. Window glass manufactured before the mid-1920s exhibits wavy patterns and defects that are an important characteristic of older buildings. Historic windows are detailed differently than modern windows, and their old glass provides a markedly different pattern of reflection from modern glass. Preserving the sometimes subtle distinctions between modern and historic sash is critical to maintaining the historic character of a building.

Guidelines for Preservation and Replacement of Historic Wood Windows in Newburyport

Consider Restoration before Replacement

Property owners are sometimes reluctant to hear the case for restoring historic wood windows opposed to their replacement. The benefits of window restoration can be summed up under three categories: Sustainability; Energy-Efficiency; and Historic Character.

Sustainability

An important facet of preserving historic buildings is the retention of original components. Like most structural elements of older, wood-framed buildings, historic wood windows were milled from old-growth lumber that can last centuries, even when not properly maintained. Their sustainability is complemented by the fact they were carefully constructed with mortise and tenon joinery to fit tightly into the window openings of a house with extreme care and craftsmanship. Mass-produced wood replacement windows are typically constructed of new-growth lumber, often with glued-together finger joints, and are highly susceptible to rot. The preservation of an old window maintains an irreplaceable, sustainable resource.

In addition to craftsmanship and the durability of the wood, historic wood windows are also sustainable in that they are easily repairable. With the abundance of allegedly “maintenance-free” replacement window options on the market today, it is not surprising that property owners are often inclined to do away with old wood windows. “Maintenance-free,” however, is a misleading claim. Any product that is in constant operation and is susceptible to seasonal fluctuations and weathering will need maintenance. Replacement windows typically have plastic and metal parts that become outmoded over time, making them difficult (if not impossible) to repair. Vinyl windows are prone to denting, warping and fading in high temperatures. (Paul Fiset, “Understanding Energy-Efficient Windows,” *Fine Homebuilding* 114 (1998): 68-73.)

In most cases, wood replacement sashes have aluminum or vinyl exterior cladding meant to protect the wood as an alternative to storm windows. However, if moisture finds its way in, through weep holes or other infiltration sources, the new-growth lumber shielded beneath the cladding can quickly rot.

Another major claim of the window-replacement industry is insulating glass. Insulating glass involves two panes of glass with an inert gas sealed in the space between them; these windows are called “double-glazed.” Their design, however, does not lend to sustainability. Windows with insulating glass come with only a 15- to 20-year warranty; when the sealant fails, the window will lose its insulating quality, the glass will fog, and the entire window may have to be replaced. (Walter Sedovic and Jill H. Gotthelf, “What Replacement Windows Can’t Replace: The Real Cost of Removing Historic Windows,” *APT Bulletin: Journal of Preservation Technology* 36:4 (2005): 25-29.)

Historic wood windows with a single pane of glass can be repaired with tools found at a local hardware store and will last up to ten times longer than a replacement model. Homeowners should be aware that the payback period for restoring wood windows and installing quality storm windows is significantly less than installing replacement windows. In sum, the term “replacement window” means just what it says – it will have to be replaced again and again.

As climate change and related issues beset our city, recycling and sustainability are important terms. Window restoration incorporates both of these concepts. Restoration of existing wood windows reduces both landfill waste and the production of the energy-consuming, synthetic materials found

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in many replacement windows. Hiring a local window restoration specialist to work on your windows also helps sustain local economies as *labor* intensive, opposed to *materials* intensive, concept.

Energy-Efficiency

Much like sustainability, energy efficiency is an important factor in the “green” discussion, and is often the primary reason homeowners look to replace their windows. The generally erroneous notion is that older wood windows are not as energy efficient as today’s double-glazed replacement models.

However, window replacement companies will often compare their product to an unrestored wood window with little or no weatherstripping and a poor (or no) storm window. With proper repair and maintenance, coupled with weather stripping and a quality storm window, *a single-glazed historic wood window will have a comparable level of energy efficiency to that of a double-glazed replacement window.* Industry guidelines indicate that the addition of a storm window to an existing single-glazed window will reduce the energy loss through the window area by approximately 50%.

Several studies reveal comparable energy savings between a restored single-glazed wood window/storm combination and a double-glazed replacement window. (See, e.g., Bill Mattinson, et. al, “What Should I Do About My Windows?” *Home Energy* 19/4 (2002); Noelle Lord, “Embracing Energy Efficiency,” *Old House Journal* (September/October 2007); Andrew Shapiro and Brad James, “Creating Windows of Energy-Saving Opportunity,” *Home Energy Magazine Online* (September/October 1997), <http://homeenergy.org/archive/hem.dis.anl.gov/eehem/97/970908.html>.)

As replacement window manufacturers will attest, the best insulation on a small scale is dead air space. The extra dead air space created with a sealed storm window (typically 2”) means more insulation and increased energy efficiency. Replacement window dead air space between the double-glazing is only 1/16 to 1/32 of an inch.

It is important to note that infiltration of air, rather than heat loss through the glass, is the principal culprit affecting energy efficiency; it can account for as much as 50% of the total heat loss of a building. (Sedovic and Gotthelf, 27.) Moreover, most of the heat loss in an old house occurs in areas other than windows. Insulation in walls, attics, and between floors, and weather stripping around doors will help prevent loss of heat. (The U.S. Department of Energy has detailed information on air infiltration and other energy-loss related issues at http://www1.eere.energy.gov/consumer/tips/air_leaks.html.)

Replacement window manufacturers also often misquote U-values as the value through the center of the glass (the location of the best U-value) and not for the entire unit. (Sedovic and Gotthelf, 27.) A U-value is a rating of energy efficiency for all the *combined* components of a window or door – the lower the U-value, the greater the efficiency. An optional feature of replacement windows is “low-e” (low-emissivity) glass, a microscopically thin, virtually invisible, metal or metallic oxide layer deposited directly on the surface of one or more of the panes of glass. The low-e coating reduces the infrared radiation from a warm pane of glass to a cooler pane, thereby lowering the U-factor of the window. The same effect can be achieved with low-e storm windows and/or energy-saving window film that can be applied directly to single-glazed windows.

Guidelines for Preservation and Replacement of Historic Wood Windows in Newburyport

Historic Character

A third reason to restore existing wood windows is the retention of character-defining features of historic wood windows that are nearly impossible to duplicate with double-glazed replacement windows. As mentioned earlier, the muntin profiles and old glass in wood windows are distinct characteristics of a historic façade. Replacement windows or sash rarely have the same details. The traditional ½” or 5/8” exterior muntin with a putty bead is difficult to reproduce in an insulated glass, true divided light window, and is extremely costly. Many wood replacement windows have a muntin at least 7/8” wide with an inappropriate moulded profile affixed to the glass and not actually holding individual panes of glass (referred to as a “simulated divided light” to simulate a true divided light profile). Cheaper models, typically vinyl or aluminum windows, feature removable grilles or grilles between the glass, providing no profile, depth, or shadow lines. Some replacement windows will decrease the glazed opening by as much as 3” in width, with a significant loss of light and alteration of the appearance.

Replacement windows will also often require a change in a window’s rough opening because these products are based on national standards and do not match “Boston Pattern” dimensions –window sash sizes that have been standard in the Boston area since the 18th century. This will involve an increase in vinyl or aluminum framing members to hold the replacement window properly, detracting from the historic character of a building. Custom sizing will add to the expense of replacement windows.

It is often argued that storm windows have a negative impact on the historic character of wood windows. An important point to consider is that storm windows have been used for over 100 years. Although aluminum storm windows do not replicate the appearance of wood storms, they are allowed without review in historic districts and neighborhood conservation districts and are always preferred to window replacement unless the windows themselves are judged not significant. Storm windows are a fully-reversible alteration that protect the original fabric of the building and can make the window assembly as energy-efficient as replacement windows. For optimal results, the storm windows meeting rails should correspond to the position of the existing meeting rails of the sash and match in color.

Interior storm windows or energy panels are a secondary option, but can damage casings and sills and cause condensation on the interior face of the sash. Moreover, the exterior face of the sash is not protected from the elements, leaving gaps against both exterior and interior finishes. Unless specially ordered, modern windows will have a different configuration of casings, stops, and screens, dimensionally-thinner sills and casings, and will sometimes occupy a different plane in the wall.

When is Replacement Acceptable?

In some cases, an old wood sash may be beyond repair and need to be replaced. In such a situation, replacing the historic, single-glazed wood sash with a single-glazed reproduction wood sash is the preferred option. It is important that the new sash have the same number of lights (unless the existing sash are themselves inappropriate replacements).

Coupled with a quality storm window, this solution satisfies much of the rationale for restoration listed above. There are window manufacturers that produce single-glazed, true divided light windows. Local manufacturers such as Brosco and Boston Sash & Millwork feature a line of Boston

Guidelines for Preservation and Replacement of Historic Wood Windows in Newburyport

Pattern wood sash. Several other manufacturers produce custom wood sash that are authentic reproductions of historic sash.

If a double-glazed replacement window is the only option, City staff, commissions and boards will generally consider how the proposal will impact the historic character of a building; namely how closely the replacements match the originals in pattern, details, materials and finishes as closely as practicable. Dimensions and profiles of casings, sills, jambs, meeting rails and muntins are all subject to review.

Some manufacturers have been able to produce double-glazed wood windows with muntin profiles that are a closer match to those found on single-glazed sash. OPD staff can recommend models. Although there have been advances in recreating the details of historic windows, the sustainability and energy efficiency issues are still highly debatable. However, there are replacement models of higher quality than others.

It is essential to distinguish between “windows” and “sash,” especially when discussing their potential replacement. “Replacing a window” means removing the entire window, including the sash, the jambs, the interior and exterior casings, and the sill, and installing an entirely new unit. This is often problematical because the casings will almost inevitably have different dimensions from the original,

“Replacing a sash” means replacing the moveable parts of a window, leaving the casings, jambs and sill intact. There are two approaches to replacing sash:

- Replacing the sash and balances only. Locally-made Boston Pattern sash fit window openings from all periods. Sash can be replaced with new spring balances that eliminate sash weights and allow weight pockets to be filled with insulation. This operation may have little or no effect on the exterior architectural character of the house.
- Replacing the sash with a new window, within the existing jambs. Some manufacturers offer replacement windows containing both sash and jambs that are made to fit within the existing jambs. This may seem like an attractive alternative, but the additional width of the extra jambs and balances introduces new visual elements and can significantly reduce the size of the glazing.

What about Lead Paint?

Lead paint was banned by the federal government in 1978 to reduce the risk of lead poisoning in children. In older homes, windows, in particular, may contain lead paint. The repeated use and operation of the window sash may increase the likelihood of paint chipping and the creation of lead dust. Property owners are often concerned that the presence of lead paint on windows may require immediate replacement of the windows.

Although it is not uncommon to find lead paint on historic wood windows, lead abatement can be achieved without posing serious health hazards. A licensed risk assessor can confirm the presence and location of lead paint and a licensed lead abatement contractor should be able to stabilize and treat it appropriately. Property owners need to be aware that certain methods of lead paint removal, including electric sanding without proper filter vacuums and the use of heat guns, may be illegal. This is especially critical when hiring a paint contractor or window restoration specialist to work on site, as these methods can produce dust and are considered a potential health hazard for the

Guidelines for Preservation and Replacement of Historic Wood Windows in Newburyport

worker(s), but more importantly, for children under the age of six. With proper precautions and safety measures, however, historic wood windows with lead paint can be remedied.

In legal terms, the Code of Massachusetts Regulations directs a property owner to fully comply with State lead abatement procedures when a child under six years old resides in a house or building where lead paint is identified by a certified lead inspector. (See CMR 460.000, "Lead Poisoning Prevention and Control" from the Department of Public Health.) The regulations do not require the immediate removal of windows or window sash containing lead paint, but rather careful and thorough abatement. Special consideration is given to buildings on the State Register of Historic Places, recommending offsite stripping and reinstallation of any components containing lead paint and advising against permanent removal of "historic architectural features" such as wood sash. (*Id.*) The abatement method, either through stripping of the lead paint or replacing the sash, is ultimately at the discretion of the homeowner.

For more information on lead abatement in Newburyport, please contact the Building Department at (978) 465-4405.

Contact the Office of Planning & Development

If you are a Newburyport property owner and are thinking about replacing your windows, contact the staff of Office of Planning and Development at 978-465-4400. The staff can help you to identify a local window restoration contractor, as well as window companies that manufacture single-glazed replacement models.

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CITY OF NEWBURYPORT
OFFICE OF PLANNING AND DEVELOPMENT

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



DONNA D. HOLADAY
MAYOR

MEMORANDUM

TO: NEWBURYPORT CITY COUNCIL
FROM: GEORDIE VINING, SENIOR PROJECT MANAGER
SUBJECT: SAFE ROUTES TO SCHOOLS HIGH STREET PROJECT - RIGHT-OF-WAY
DATE: 6/5/19

We are writing to respectfully request that the City Council authorize securing the legal right-of-way for the Safe Routes to Schools (SRTS) project along a portion of High Street so that we can meet federal and state requirements for federal-aid projects. The SRTS project is intended to promote safety and mobility – particularly for school-age children – for pedestrians as well as bicyclists along and across a portion of the High Street transportation corridor. The City Council formally approved the SRTS project towards the end of 2018. Securing the right-of-way is the critical step to clinch the funding and advance the project towards advertisement for construction this summer.

We have been working directly with a large number of abutting landowners as well as other stakeholders for a number of months on the right-of-way as well as the design of the project. Federal-aid projects in Massachusetts require that we secure temporary construction easements along the strips of private property adjacent to the public sidewalk in order to facilitate the state contractor's reconstruction of the sidewalk and various driveway aprons. The easements will also allow the contractor to knit the private property owners' driveways and walkways together with the constructed sidewalk and street.

In addition, we are required to secure small permanent sidewalk easements at four street corners. While very small, these easements constitute an alteration to the layout of the High Street public corridor, and the City Council needs to refer the alteration to the Planning Board for input prior to the Council's vote and filing with the City Clerk.

Finally, we need to provide compensation to several private property owners with some of the funding previously authorized by the City Council for this project. Please note that 29 of the 35 private property owners abutting the project waived their rights to appraisal and compensation in order to facilitate the overall project and reduce the financial burden on their fellow Newburyport taxpayers. We greatly appreciate their support and generosity. There are six abutters who declined to donate easements, and the City needs to provide compensation (legally known as "damages") totaling \$14,400, as listed in the attached Schedule of Owners, based on the independent appraisals and view appraisals the City procured for these parcels.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Order to Refer High Street Layout Alteration to Planning Board
for the Safe Routes to Schools Project

June 10, 2019

THAT the City Council of the City of Newburyport, pursuant to G.L. c.41, s.81-I, and Section 12-30 and 12-31 of the City Ordinances, refers the proposed alteration of the layout of High Street as shown in the four permanent sidewalk easement locations depicted on a plan entitled "Plan of Land, High Street, Newburyport, Mass.," dated May 24, 2019, prepared by Feldman Land Surveyors (the "Plan"), to the Newburyport Planning Board for its review and report.

Councilor Charles F. Tontar

Councilor Heather L. Shand

In the City Council: _____, 2019

Passed: Yeas _____, Nays _____

Attest:

Approved: _____, 2019

City Clerk

Mayor

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Order to Acquire Temporary and Permanent Easements
and Award Damages for the Safe Routes to Schools Project

June 10, 2019

THAT the City Council of the City of Newburyport, by virtue of and in accordance with the authority of the provisions of Chapter 40, Section 14, and Chapter 79 of the Massachusetts General Laws, as amended and of any and every other power and authority which is hereunto in any way enabling, adopts an Order of Taking in the form submitted to acquire temporary and permanent easements for public way and related purposes in the locations depicted on a plan entitled: "Plan of Land, High Street, Newburyport, Mass.," dated May 24, 2019, prepared by Feldman Land Surveyors (the "Plan"), and to authorize the City Council President to execute the Order of Taking to effectuate the purposes of this vote.

The City Council further authorizes the temporary construction easements referred to as TE-4, TE-5, and TE-6 on Exhibit A on property the City acquired from Alice L. Atkinson by deed on March 26, 1935 and recorded with said Registry of Deeds in Book 3030, Page 279, and currently held for general municipal purposes.

The City Council further awards to those property owners who have not waived their respective rights to an appraisal and compensation, the damages suffered by said owners in their property as a result of such taking, in the amounts determined by independent appraisals, which amounts have been set forth on a Schedule of Owners presented to the Council for its review and approval.

Councilor Charles F. Tontar

Councilor Heather L. Shand

In the City Council: _____, 2019

Passed: Yeas _____, Nays _____

Attest:

Approved: _____, 2019

City Clerk

Mayor

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF NEWBURYPORT

ORDER OF TAKING

At a regularly convened meeting of the CITY COUNCIL of the CITY OF NEWBURYPORT held the ____ day of _____, 2019, it was voted and ordered as follows:

The City Council of the City of Newburyport, duly elected, qualified, and acting as such, on behalf of the City and by virtue of and in accordance with the authority of the provisions of Chapter 79 and Chapter 40, Section 14 of the General Laws, as amended, and of any and every other power and authority which is hereunto in any way enabling, does hereby take, on behalf of the City, the following interests over, in, through, under and upon certain lands lying within or abutting High Street in the City of Newburyport, Massachusetts, in the locations shown on a plan entitled: "Plan of Land, High Street, Newburyport, Mass.," dated May 24, 2019, prepared by Feldman Land Surveyors (the "Plan"), to be recorded herewith and a copy of which is attached hereto as Exhibit A, as set forth more particularly below:

- 1) **Permanent easements** for all purposes for which public ways are used in the City of Newburyport, which purposes shall include, without limitation, surveying, constructing, reconstructing, installing, supporting, inspecting, using (including public use), maintaining,

repairing, replacing, removing or abandoning in place a roadway, curbing, sidewalks, landscaping, utilities, drains, and related improvements, and the right to enter upon the easement premises, from time to time, by foot, vehicle, or heavy equipment, for all purposes stated herein and uses incidental thereto, over, in, through, under and upon the lands depicted on the Plan as "Parcel E-1"; "Parcel E-2"; "Parcel E-3"; "Parcel E-4", and "High Street".

2) **Temporary construction easements** for roadway, drainage and slope construction purposes, such purposes to include, without limitation, grading, slope shaping and restoration to include clearing and grubbing, loam and seeding, construction access, temporary erosion control measures, walkway and driveway reconstruction, landscaping, relocation of existing improvements, and such other work as is necessary to survey, construct, inspect, and complete roadway improvements upon and within the abutting public ways and permanent easement premises described herein, including entry by foot, vehicle, and heavy equipment for all purposes stated herein and uses incidental thereto, over, in, through, under and upon the lands depicted as "Parcel TE-1" through "Parcel TE-38", inclusive; and "Parcel TE-40" through "Parcel TE-45", inclusive.

The temporary easements shall expire **three (3) years** from the date this Order is recorded, provided that the completed grades and slopes in such easement premises shall be maintained in perpetuity.

This taking does not include any structures presently situated on the easement premises, but does include the right of the City to remove such structures whenever their removal shall be required for said easement purposes. This taking further includes such trees and shrubs within the easement premises whose removal is necessary to carry out the purposes of the easements taken herein. By this Order, the City takes no interest in any other existing easements, if any, affecting the easement premises.

The lands affected by the herein taking are owned or supposedly owned by the owners listed in Schedule A, attached hereto and incorporated within. If in any instance the name of any owner is not correctly stated in Schedule A, it is understood that in such instance the land referred to is owned by an owner or owners unknown to the City.

Certain of the owners listed in Schedule A have waived damages and a right of appraisal of said damages, and we therefore award no damages to those persons for the herein taking. In accordance with the provision of General Laws, Chapter 79, Section 6, we hereby award to the remaining owners listed in **Schedule A** those damages sustained by such owners in their property by reason of the aforesaid takings, the amount of such awards being set out in a separate schedule acted on this day which is incorporated herein by reference but will not be recorded.

No betterments are to be assessed under this taking.

IN WITNESS WHEREOF, I, the duly elected and qualified president of the City Council of the City of Newburyport, acting as the duly authorized representative of said Council, have hereunto set my hand and seal as of this _____ day of _____, 2019.

CITY OF NEWBURYPORT
By its City Council

, President

Approved:

Mayor Donna D. Holaday

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared _____, President of the City Council of the City of Newburyport, as aforesaid, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the City of Newburyport.

(Official Signature and Seal of Notary)

666664/NBPT:0001

Schedule A

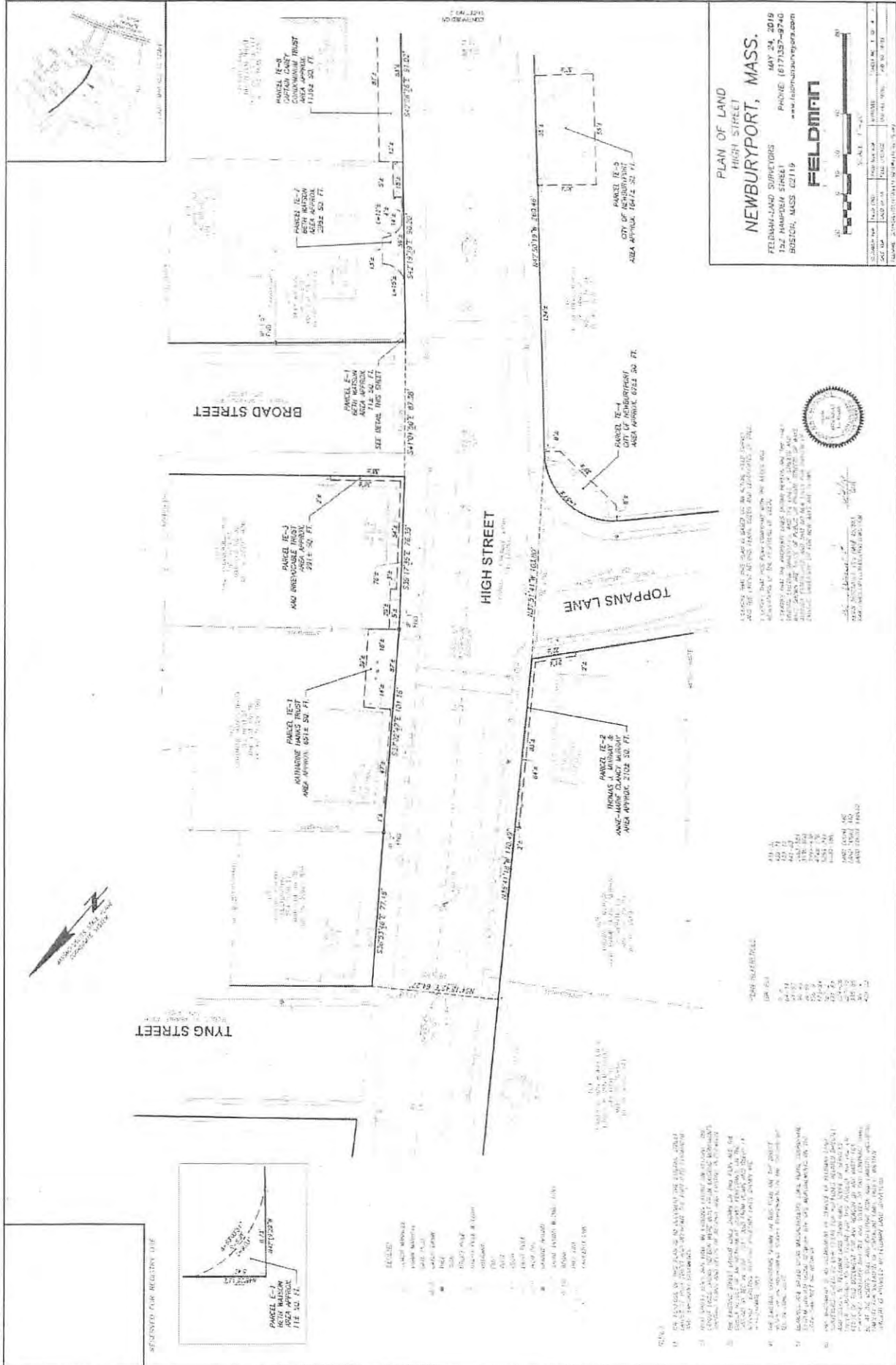
EASEMENT I.D.	AREA (SF)	EASEMENT TYPE	PROPERTY ADDRESS	TITLEHOLDER	LEGAL REFERENCE
TE-1	668	Temp	262 High Street, Newburyport, MA, 01950	Katharine Hanks Trust	36724/195
TE-2	210	Temp	2 Toppans Lane, Newburyport, MA, 01950	Thomas J. Murray & Anne-Marie Murray	36103/123
TE-3	291	Temp	260 High Street, Newburyport, MA, 01950	KAQ Irrevocable Trust	33097/478
TE-4	626	Temp	241 High Street, Newburyport, MA, 01950	City of Newburyport	3030/279
TE-5	1655	Temp	241 High Street, Newburyport, MA, 01950	City of Newburyport	3030/279
TE-6	836	Temp	241 High Street, Newburyport, MA, 01950	City of Newburyport	3030/279
TE-7	298	Temp	258 High Street, Newburyport, MA, 01950	Beth Watson	36016/311
E-1	11	Perm	258 High Street, Newburyport, MA, 01950	Beth Watson	36016/311
TE-8	1136	Temp	60-64 Carter Street, Newburyport, MA, 01950	Captain Carey Condominium Trust	7535/222
E-4	24	Perm	60-64 Carter Street, Newburyport, MA, 01950	Captain Carey Condominium Trust	7535/222
TE-9	363	Temp	254 High Street, Newburyport, MA, 01950	Carter Heights Condominium Trust	30455/457
TE-10	301	Temp	252 High Street, Newburyport, MA, 01950	Philip Hurzeler & Pat Hurzeler	14340/170
TE-40	209	Temp	252 High Street, Newburyport, MA, 01950	Philip Hurzeler & Pat Hurzeler	14340/170
TE-11	418	Temp	248 High Street, Newburyport, MA, 01950	David C. Smith & Priscilla N. Smith	7453/78
TE-12	381	Temp	233 High Street, Newburyport, MA, 01950	Downs Family Revocable Trust	34279/574
E-2	5	Perm	233 High Street, Newburyport, MA, 01950	Downs Family Revocable Trust	34279/574
TE-13	250	Temp	246 High Street, Newburyport, MA, 01950	Augustinian Realty Trust	32835/304
TE-14	956	Temp	231 High Street,	Zachary Lemnios &	Doc. 602000

			Newburyport, MA, 01950	Stephanie Lemnios	Certificate of Title 92516 Lot 1, Plan 34-C with Certificate of Title 28818
TE-15	540	Temp	244 High Street, Newburyport, MA, 01950	244 High Street Condominium Trust	31976/571
TE-16	616	Temp	240-242 High Street, Newburyport, MA, 01950	240-242 High Street Condominium Trust	14379/299
TE-17	958	Temp	225 High Street, Newburyport, MA, 01950	225 High Street Condominium	Doc. 468145 Certificate of Title C206-000 Lot 8, Plan 34-D with Certificate of Title 50816 Lot 5, Plan 34-C with Certificate of Title 28818
TE-18	452	Temp	221 High Street, Newburyport, MA, 01950	William J. Mercer & Jacqueline C. Mercer	10125/26
TE-19	270	Temp	238 High Street, Newburyport, MA, 01950	Mark S. Amorosino & Jessica S. Amorosino	32973/150
TE-20	242	Temp	223 High Street, Newburyport, MA, 01950	Florida Nut Research LLC	35822/194
TE-21	186	Temp	236 High Street, Newburyport, MA, 01950	Stephanie M. Glennon Revocable Trust of 2010 & James R. Glennon Revocable Trust of 2010	Doc 582502 Certificate of Title 90435 Lot 1, Land Court Plan 14865-D with Certificate of Title 21507
TE-22	490	Temp	219 High Street, Newburyport, MA, 01950	Jeffrey B. Janson & Karen M. Janson	13461/118
TE-23	204	Temp	62 Kent Street, Newburyport, MA, 01950	Matthew Nisbet	Doc. 584099 Certificate of Title 90612 Lot 2, Land Court Plan 14865-D with Certificate of Title 21507
TE-24	154	Temp	217 High Street,	Denise Minnard Campoli	24843/324

			Newburyport, MA, 01950	& Mark A. Campoli	
TE-25	90	Temp	234 High Street, Newburyport, MA, 01950	234 High Street Condominium Association	32744/288
TE-41	202	Temp	234 High Street, Newburyport, MA, 01950	234 High Street Condominium Association	32744/288
TE-26	249	Temp	215 High Street, Newburyport, MA, 01950	Mary J. Tracy & Timothy R. Tracy	14341/567
TE-27	81	Temp	232 High Street, Newburyport, MA, 01950	232 High Street Condominium Trust	22333/152
TE-42	48	Temp	232 High Street, Newburyport, MA, 01950	232 High Street Condominium Trust	22333/152
TE-28	380	Temp	230 High Street, Newburyport, MA, 01950	Jeffrey S. Gray & Kelly J. Gray	29821/2
TE-29	501	Temp	213 High Street, Newburyport, MA, 01950	Stopworth Estate Condominium Trust	8791/579
TE-30	78	Temp	211 High Street, Newburyport, MA, 01950	211 High Street Condominium Association	33088/301
TE-43	103	Temp	211 High Street, Newburyport, MA, 01950	211 High Street Condominium Association	33088/301
TE-31	71	Temp	226 High Street, Newburyport, MA, 01950	226 High Street Condominium Association	8900/496
TE-32	63	Temp	224 High Street, Newburyport, MA, 01950	Parry Family Irrevocable Trust	31738/587
TE-33	120	Temp	222 High Street, Newburyport, MA, 01950	Timothy P. Martino & Lisa D. Martino	34865/303
TE-34	938	Temp	220 High Street, Newburyport, MA, 01950	220 High Street Condominium Trust	9334/220
TE-35	558	Temp	209 High Street, Newburyport, MA, 01950	Rose Ann C. Hunter	6656/141
TE-36	124		207 High Street, Newburyport, MA, 01950	207 High Street Realty Trust	30449/247
TE-44	126		207 High Street, Newburyport, MA, 01950	207 High Street Realty Trust	30449/247
TE-37	128		218 High Street, Newburyport, MA, 01950	Bridget Jennings Seymour Trust	32168/493
TE-45	34		218 High Street, Newburyport, MA, 01950	Bridget Jennings Seymour Trust	32168/493
E-3	24		218 High Street,	Bridget Jennings Seymour	32168/493

			Newburyport, MA, 01950	Trust	
TE-38	125	Temp	205 High Street, Newburyport, MA, 01950	Gail Patricia Cray	18739/348

EXHIBIT A



PLAN OF LAND
 HIGH STREET
 NEWBURYPORT, MASS.
 FELDMAN-JARD SURVEYORS
 132 HAMPSHIRE STREET
 BOSTON, MASS 02119
 MAY 24, 2019
 PHONE (617) 537-8740
 www.feldmansurveyors.com

FELDMAN

SCALE: 1" = 40'

DATE: 5/24/19

PROJECT: HIGH STREET, NEWBURYPORT, MASS.

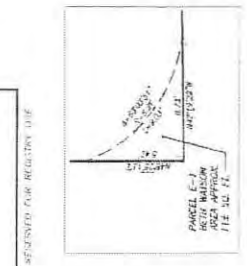
I, FELDMAN-JARD SURVEYORS, certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed Professional Surveyor in the State of Massachusetts. I am duly licensed in the State of Massachusetts under No. 12345. I am duly licensed in the State of Massachusetts under No. 12345. I am duly licensed in the State of Massachusetts under No. 12345.



AREA TABLE

PARCEL NO.	AREA (SQ. FT.)
TE-1	712
TE-2	6512
TE-3	2914
TE-4	6512
TE-5	2924
TE-6	11384
TE-7	6512
TE-8	6512
TE-9	6512
TOTAL	50000

1. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MASSACHUSETTS.
2. THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MASSACHUSETTS.
3. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MASSACHUSETTS.
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8. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MASSACHUSETTS.
9. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MASSACHUSETTS.
10. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MASSACHUSETTS.

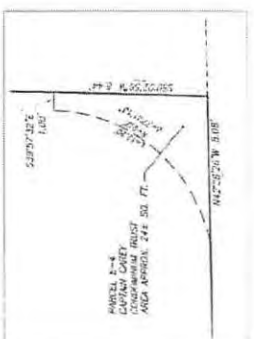
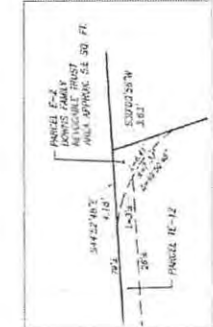




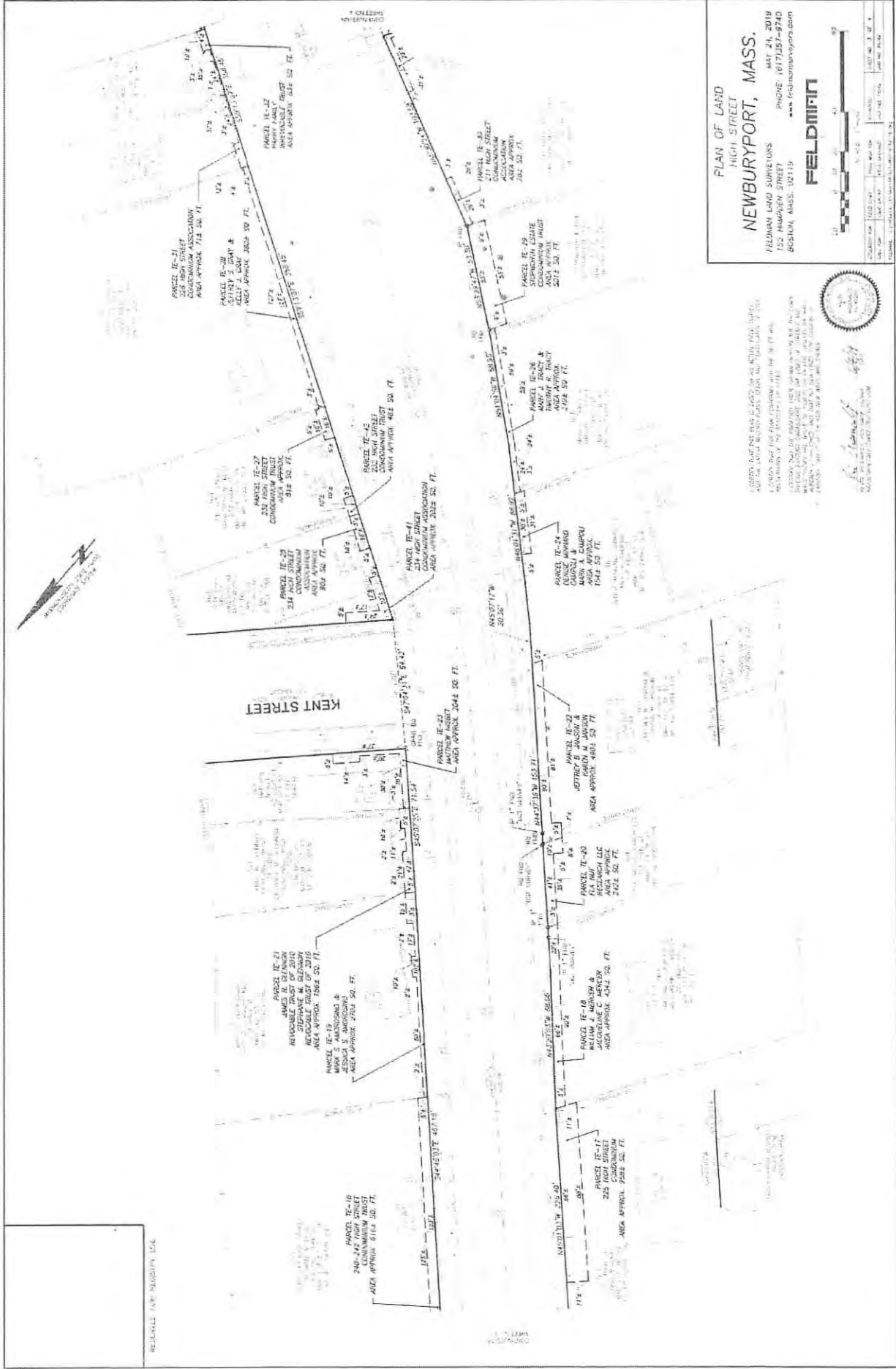
PLAN OF LAND
HIGH STREET
NEWBURYPORT, MASS.
 FELDMAN LAND SURVEYORS
 152 HAMPDEN STREET
 BOSTON, MASS. 02119
 PHONE: (617) 357-8740
 WWW.FELDMANLANDSURVEYORS.COM



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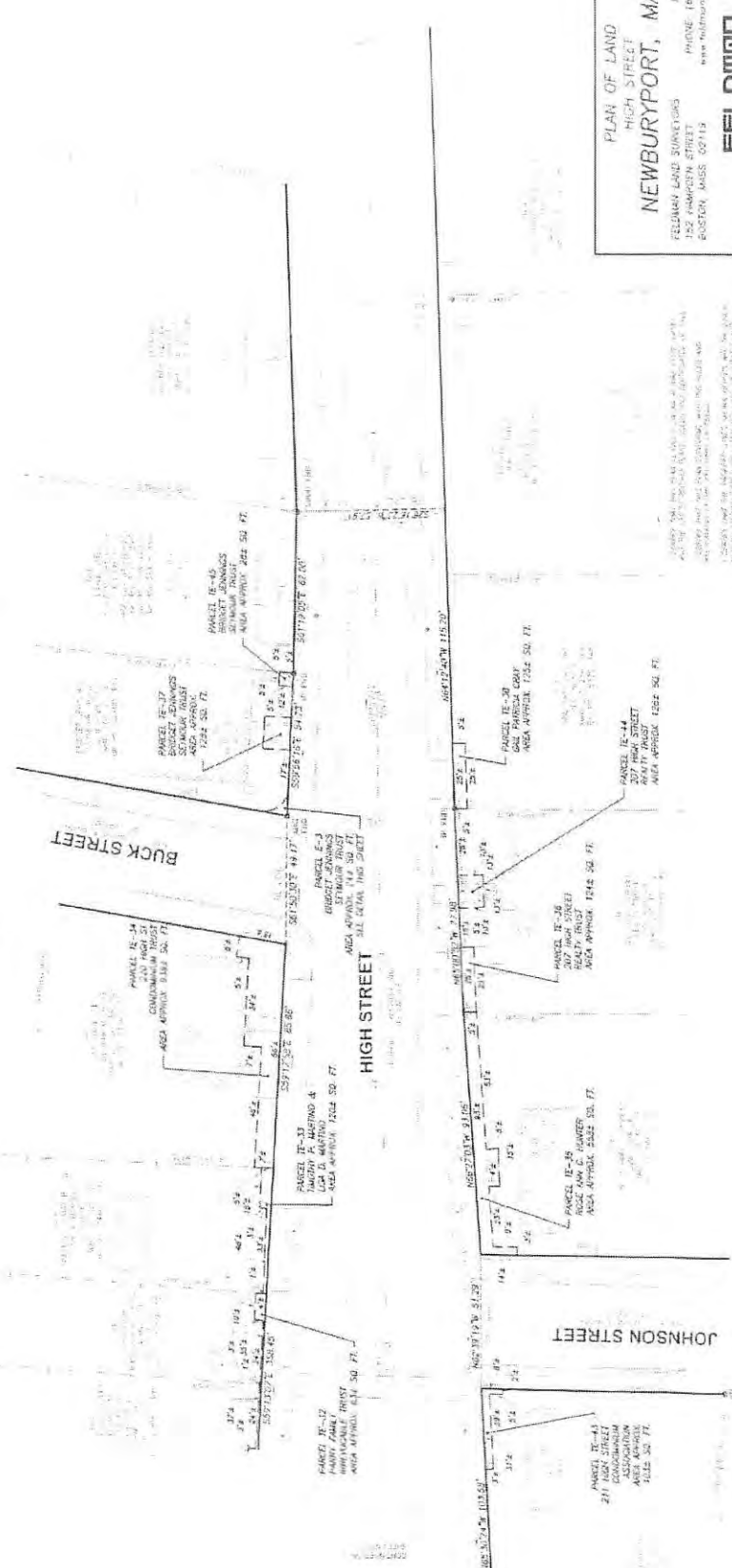
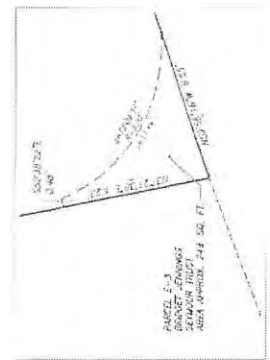
PLAN OF LAND
HIGH STREET
NEWBURYPORT, MASS.
 FELDMAN LAND SURVEYS
 152 HAMPSHIRE STREET
 BOSTON, MASS. 02119
 MAY 24, 2019
 PHONE (617) 557-8740
 WWW.FELDMANLANDSURVEYS.COM

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF MASSACHUSETTS. I AM NOT PROVIDING THIS PLAN AS A GUARANTEE OF ACCURACY. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS.



Matthew A. Feldman
 License No. 10000
 State of Massachusetts

REVIEWED AND APPROVED
 [Signature]



PLAN OF LAND
 HIGH STREET
 NEWBURYPORT, MASS.
 FELDMAN LAND SURVEYORS
 MAY 24, 2019
 132 HAMPSHIRE STREET
 BOSTON, MASS. 02119
 PHONE (617) 537-9740
 www.feldmansurveyors.com

FELDMAN

SCALE: 1" = 20'
 0 10 20 30 40 50

REVISION NO. DATE BY
 1 05/24/19 JLF
 2 05/24/19 JLF
 3 05/24/19 JLF
 4 05/24/19 JLF



I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional land surveyor in the State of Massachusetts. I am a member of the Massachusetts Society of Professional Land Surveyors.

DATE: 05/24/19
 SURVEYOR: J. L. FELDMAN
 LICENSE NO.: 10000

Schedule of Owners – SRTS Project

EASEMENT I.D.	AREA (SF)	EASEMENT TYPE	PROPERTY ADDRESS	TITLEHOLDER	LEGAL REFERENCE	DAMAGES
TE-1	668	Temp	262 High Street, Newburyport, MA, 01950	Katharine Hanks Trust	36724/195	\$1600
TE-2	210	Temp	2 Toppans Lane, Newburyport, MA, 01950	Thomas J. Murray & Anne-Marie Murray	36103/123	waived
TE-3	291	Temp	260 High Street, Newburyport, MA, 01950	KAQ Irrevocable Trust	33097/478	waived
TE-4	626	Temp	241 High Street, Newburyport, MA, 01950	City of Newburyport	3030/279	n/a
TE-5	1655	Temp	241 High Street, Newburyport, MA, 01950	City of Newburyport	3030/279	n/a
TE-6	836	Temp	241 High Street, Newburyport, MA, 01950	City of Newburyport	3030/279	n/a
TE-7	298	Temp	258 High Street, Newburyport, MA, 01950	Beth Watson	36016/311	waived
E-1	11	Perm	258 High Street, Newburyport, MA, 01950	Beth Watson	36016/311	waived
TE-8	1136	Temp	60-64 Carter Street, Newburyport, MA, 01950	Captain Carey Condominium Trust	7535/222	waived
E-4	24	Perm	60-64 Carter Street, Newburyport, MA, 01950	Captain Carey Condominium Trust	7535/222	waived
TE-9	363	Temp	254 High Street, Newburyport, MA, 01950	Carter Heights Condominium Trust	30455/457	waived
TE-10	301	Temp	252 High Street, Newburyport, MA, 01950	Philip Hurzeler & Pat Hurzeler	14340/170	waived
TE-40	209	Temp	252 High Street, Newburyport, MA, 01950	Philip Hurzeler & Pat Hurzeler	14340/170	waived
TE-11	418	Temp	248 High Street, Newburyport, MA, 01950	David C. Smith & Priscilla N. Smith	7453/78	waived
TE-12	381	Temp	233 High Street, Newburyport, MA, 01950	Downs Family Revocable Trust	34279/574	\$900
E-2	5	Perm	233 High Street, Newburyport, MA, 01950	Downs Family Revocable Trust	34279/574	\$500
TE-13	250	Temp	246 High Street, Newburyport, MA, 01950	Augustinian Realty Trust	32835/304	waived
TE-14	956	Temp	231 High Street,	Zachary Lemnios &	Doc. 602000	waived

			Newburyport, MA, 01950	Stephanie Lemnios	Certificate of Title 92516 Lot 1, Plan 34-C with Certificate of Title 28818	
TE-15	540	Temp	244 High Street, Newburyport, MA, 01950	244 High Street Condominium Trust	31976/571	waived
TE-16	616	Temp	240-242 High Street, Newburyport, MA, 01950	240-242 High Street Condominium Trust	14379/299	waived
TE-17	958	Temp	225 High Street, Newburyport, MA, 01950	225 High Street Condominium	Doc. 468145 Certificate of Title C206-000 Lot 8, Plan 34-D with Certificate of Title 50816 Lot 5, Plan 34-C with Certificate of Title 28818	waived
TE-18	452	Temp	221 High Street, Newburyport, MA, 01950	William J. Mercer & Jacqueline C. Mercer	10125/26	\$1,100
TE-19	270	Temp	238 High Street, Newburyport, MA, 01950	Mark S. Amorosino & Jessica S. Amorosino	32973/150	waived
TE-20	242	Temp	223 High Street, Newburyport, MA, 01950	Florida Nut Research LLC	35822/194	waived
TE-21	186	Temp	236 High Street, Newburyport, MA, 01950	Stephanie M. Glennon Revocable Trust of 2010 & James R. Glennon Revocable Trust of 2010	Doc 582502 Certificate of Title 90435 Lot 1, Land Court Plan 14865-D with Certificate of Title 21507	waived
TE-22	490	Temp	219 High Street, Newburyport, MA, 01950	Jeffrey B. Janson & Karen M. Janson	13461/118	waived
TE-23	204	Temp	62 Kent Street, Newburyport, MA, 01950	Matthew Nisbet	Doc. 584099 Certificate of Title 90612 Lot 2, Land Court Plan	waived

					14865-D with Certificate of Title 21507	
TE-24	154	Temp	217 High Street, Newburyport, MA, 01950	Denise Minnard Campoli & Mark A. Campoli	24843/324	waived
TE-25	90	Temp	234 High Street, Newburyport, MA, 01950	234 High Street Condominium Association	32744/288	waived
TE-41	202	Temp	234 High Street, Newburyport, MA, 01950	234 High Street Condominium Association	32744/288	waived
TE-26	249	Temp	215 High Street, Newburyport, MA, 01950	Mary J. Tracy & Timothy R. Tracy	14341/567	\$500
TE-27	81	Temp	232 High Street, Newburyport, MA, 01950	232 High Street Condominium Trust	22333/152	waived
TE-42	48	Temp	232 High Street, Newburyport, MA, 01950	232 High Street Condominium Trust	22333/152	waived
TE-28	380	Temp	230 High Street, Newburyport, MA, 01950	Jeffrey S. Gray & Kelly J. Gray	29821/2	waived
TE-29	501	Temp	213 High Street, Newburyport, MA, 01950	Stopworth Estate Condominium Trust	8791/579	waived
TE-30	78	Temp	211 High Street, Newburyport, MA, 01950	211 High Street Condominium Association	33088/301	waived
TE-43	103	Temp	211 High Street, Newburyport, MA, 01950	211 High Street Condominium Association	33088/301	waived
TE-31	71	Temp	226 High Street, Newburyport, MA, 01950	226 High Street Condominium Association	8900/496	waived
TE-32	63	Temp	224 High Street, Newburyport, MA, 01950	Parry Family Irrevocable Trust	31738/587	waived
TE-33	120	Temp	222 High Street, Newburyport, MA, 01950	Timothy P. Martino & Lisa D. Martino	34865/303	waived
TE-34	938	Temp	220 High Street, Newburyport, MA, 01950	220 High Street Condominium Trust	9334/220	waived
TE-35	558	Temp	209 High Street, Newburyport, MA, 01950	Rose Ann C. Hunter	6656/141	\$800

TE-36	124		207 High Street, Newburyport, MA, 01950	207 High Street Realty Trust	30449/247	waived
TE-44	126		207 High Street, Newburyport, MA, 01950	207 High Street Realty Trust	30449/247	waived
TE-37	128		218 High Street, Newburyport, MA, 01950	Bridget Jennings Seymour Trust	32168/493	\$400
TE-45	34		218 High Street, Newburyport, MA, 01950	Bridget Jennings Seymour Trust	32168/493	\$100
E-3	24		218 High Street, Newburyport, MA, 01950	Bridget Jennings Seymour Trust	32168/493	\$500
TE-38	125	Temp	205 High Street, Newburyport, MA, 01950	Gail Patricia Cray	18739/348	waived

Committee Items-Public Safety

June 24, 2019

In Committee:

APPT103_05_28_19 Paul Hogg-Harbormaster & Special Police Officer

COMM157_06_10_19 Block Party - Temple Street - 8/1/2019

COMM158_06_10_19 Fill-The-Boot Drive for MDA - 8/1-8/3 2019

COMM159_06_10_19 Greek Food Festival - July 26-28, 2019

ODNC031_03_25_19 Regulation of the Use of Pesticides

PS



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
NEWBURYPORT, MA

DONNA D. HOLADAY, MAYOR

2019 MAY 15 PM 12:39

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: May 15, 2019

Subject: Re-Appointment

I hereby re-appoint, subject to your approval, the following named individual as Harbormaster and Special Police Officer for the City of Newburyport. This term will expire on May 1, 2022.

Paul Hogg
4 Coltin Drive
Newburyport, MA 01950



CITY OF NEWBURYPORT
OFFICE OF THE HARBORMASTER

PAUL HOGG
HARBORMASTER

NEWBURYPORT CITY HALL
60 STATE STREET
NEWBURYPORT, MA 01950

TEL: 978-462-3746

Objective To protect the safety of all boaters and management of the Newburyport Waterways. The Harbormaster works to protect life, property and the Civil rights or individuals through enforcement of laws, ordinances and regulations

Experience Harbormaster City of Newburyport 04/01 2010 - Present

Responsible for 55 employees maintaining schedules, weekly meetings and monthly trainings. I am accountable for collections of water related City approved fees and fines and keep accurate, up to date reports for the Mayor and Harbor Commission. Responsible for management and personnel at Cashman Park, Plum Island parking lot, central waterfront docks, lifeguards and City owned vessels and property.

Assistant Harbormaster 11/01 2001- 4/2010

Enforce State, Federal and local Maritime Laws
Patrol the waterways of the Merrimack River
Assist Coast Guard, Police, Fire, Environmental
Maintain safety of all vessels
Assist in the maintenance and upkeep of docks and gangways

Shellfish Constable 4/01 2016- Present

Protection of the City's shellfish. I work through a variety of environmental, ecological and law enforcement duties.
Enforce all policies, statutes, ordinances and regulations relating to shellfish, marine fisheries, lobsters, wetlands, water quality and natural resources.
Protect the public health and assist with all aspects of environmental and ecological management including administration of the shellfish propagation program and research.

Police Officer 3/2002- 5/2017
Merrimac Police Department

Patrol the streets of Merrimac and community relations
Respond to all 911 and medical calls
Accurately prepare and complete reports, records and logs
Enforce all laws in accordance with Mass law and testify in court when required



CITY OF NEWBURYPORT
OFFICE OF THE HARBORMASTER

PAUL HOGG
HARBORMASTER

NEWBURYPORT CITY HALL
60 STATE STREET
NEWBURYPORT, MA 01950

TEL: 978-462-3746

Education

Newburyport High School
Northern Essex Community College
Harbormaster Training Program
Reading Police Academy
North Shore Harbormaster Training

Certifications, Trainings and Licenses

Certified Police Officer through the Criminal Justice Training Council

United States Coast Guard Master 100 Ton Captain

Certified through FEMA for Port and Vessel Security

Nationally Certified as a Boat Operator and Crewman

Attended Marine Firefighting and Marina Fire Training

Commercial Boat offshore safety training

United States Merchant Marine Officer

Certified Massachusetts Harbormaster

Search and Rescue Certified

CPR / First Aid and AED Certified

First Responder Certified

Taser Certified



2019 MAY 24 AM 8:45

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:

August 1, 2019 Bedrace Night

5/20/2019

CONTACT INFORMATION

FIRST AND LAST NAMES:

Ghlee Woodworth, Susan Crawford Marie Roy

MAILING ADDRESS:

52 Temple Street

PHONE NUMBER:

617 459 2594

E-MAIL ADDRESS:

pcbahati@yahoo.com

BLOCK PARTY INFORMATION

BLOCK PARTY DATE:

August 1, 2019

DESIRED STREET CLOSING LOCATION:

Temple St - Federal St entrance

Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED:

Temple / Federal Street entrance

DESIRED STREET CLOSING TIME:

6 pm

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

* Last year was a success - everyone had a wonderful time! the children were safe playing in the street.

REGULATIONS

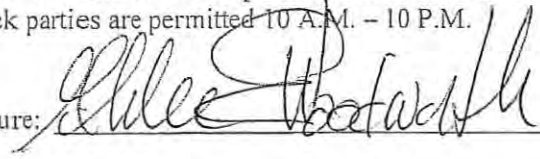
By signing, I agree that I am a legal adult 18 years of age or older and understand this permit does not release me of any liability for damages that may result from the conducting of this Block Party. Further, I agree to comply with all requirements listed below:

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:  Date: 5/24/2019

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY-MARSHALL 
 4 Green Street
 FIRE CHIEF 
 Greenleaf Street
 DEPUTY DIRECTOR 
 1 Perry Way
 CITY CLERK 
 60 Pleasant Street

City use only:

Approved _____ Denied _____ Date _____

CITY CLERK'S OFFICE
NEWBURYPORT, MA

MAY 29 AM 11:52

Newburyport Firefighters Local 827
International Association of Firefighters

0 Greenleaf Street
Newburyport, MA 01950

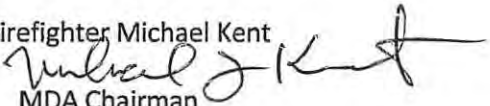
To: Newburyport City Council

May 26, 2019

The Newburyport firefighters would like to ask permission to hold it's annual

Fill-The-Boot Drive for the Muscular Dystrophy Association during the 2019 Yankee Homecoming Celebration. The location will be Market Square on Thu Aug 1, Fri Aug 2, and Sat Aug 3, 2019. All proceeds collected go directly to MDA. Thank you for your continued support.

Firefighter Michael Kent


MDA Chairman

Contact Info: Newburyport Fire Department : 978-465-4427

Michael Kent: 978-360-1361

NEWBURYPORT SPECIAL EVENT APPLICATION

NEWBURYPORT POLICE
NEWBURYPORT, MA

Tel.

Fax.

2019 MAY 29 AM 11:52

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

NAME OF EVENT: MDA - FILL THE BOOT

Date: 8/1 8/2 8/3 2019 Time: from 9 am to 4 pm

Rain Date: _____ Time: from _____ to _____

2. Location: MARKET SQUARE

3. Description of Property: _____ Public Private _____

4. Name of Organizer: NEWBURYPORT Firefighters City Sponsored Event: Yes _____ No

Contact Person

Address: MIKE KENT Telephone: 978-360-1361

E-Mail: _____ Cell Phone: _____

Day of Event Contact & Phone: M. KENT 978 360 1361

5. Number of Attendees Expected: N/A

6. MA Tax Number: N/A

7. Is the Event Being Advertised? yes Where? Paper, Social media

8. What Age Group is the Event Targeted to? N/A

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: N/A

Address: _____

Telephone: _____

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

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

If yes:

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

If no:

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

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

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

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

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

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

4. Date of Event: _____ Expected Number of Participants: _____

5. Start Time: _____ Expected End Time: _____

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

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

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



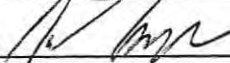

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:

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

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

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

DEPARTMENT APPROVAL (for Committee Member use only):

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

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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

Sperelakis, Jim

From: Sperelakis, Jim
Sent: Wednesday, May 22, 2019 11:54 AM 2019 JUN -3 PM 1:04
To: Sperelakis, Jim
Subject: Dear City Clerk Mr. xxxx, in celebration of our Par

Dear City Clerk Mr. xxxx, in celebration of our Parish's 100th anniversary this year, we would like to respectfully request that a portion of Harris Street which directly abuts our Church property (approx. 50 ft. east of Green to Park Streets), be closed for festivities on Saturday evening July 28 between the hours of 5 and 9 PM.

Our intention is to sponsor a live Greek band playing music, accompanied by dancers in traditional Greek costumes. This is a way of celebrating and sharing our culture with the local community.

As you know, we have proudly and successfully participated in the first weekend of Yankee Homecoming for over 30 years, with our annual Greek food festival. We respect our neighbors and those in the community and will obviously do our utmost to ensure the event is safe, fun and enjoyable for all.

Our intention is to continue to offer our outdoor carry-out menu, as we do every year. During the specific time the band is playing Sat. evening, we also hope to sell beer and wine outside, as long as that is agreeable with the City of Newburyport. We, of course, have an insurance waiver and will abide by all ordinances.

The rest of the weekend from Friday July 27 at 9 AM through Sunday afternoon July 29 at 3 PM we would also like to respectfully request that the entire (one car width) parking lane (approx. 10 spots) on the south lane of Harris Street, directly in front of our Church property be cordoned off (we will handle that), so that we can install vendors selling cultural products as well as Greek food in that space.

We are thrilled to have played a vibrant role in the wonderful City of Newburyport for 100 years. We thank you and the City administration for continuing to work collaboratively with us. Thank you for your kind consideration and we look forward to your feedback and guidance.

Respectfully submitted,



Maria Andriotakis-Connor & Jim Sperelakis

Parish Council members and Chair Greek Food Festival

Annunciation Greek Orthodox Church
 7 Harris St., Newburyport, MA

Sent from my iPhone

NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED
CITY OF NEWBURYPORT OFFICE
NEWBURYPORT, MA

Tel.

Fax.

2019 JUN -3 PM 1:04

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

NAME OF EVENT: GREEK FOOD FESTIVAL

Date: JULY 26-28, 2019 Time: from 11:00 AM to 9:00 PM (UNTIL 4pm)
Rain Date: N/A Time: from _____ to SUN. 7/28

2. Location: 7 HARRIS ST., NEWBURYPORT

3. Description of Property: BUILDINGS ON HARRIS ST., FRONTING ST. Public _____ Private X

4. Name of Organizer: ANNUNCIATION GREEK ORTHODOX CHURCH City Sponsored Event: Yes _____ No X

Contact Person JIM SPERELAKIS ALTHOUGH PART OF YANKEE HOMECOMING

Home → Address: 380 MIDDLE ST., WEST NEWBURYPORT, MA 01985 telephone: 978-479-6372

E-Mail: JIM.SPERELAKIS@DSM.COM Cell Phone: _____

Day of Event Contact & Phone: 978-479-6372

5. Number of Attendees Expected: SEVERAL THOUSAND OVER THE WEEKEND

6. MA Tax Number: HAVE ONE (NEED TO FIND)

7. Is the Event Being Advertised? YES Where? DAILY NEWS, BANNERS, YARD SIGNS, ETC + YANKEE HOMECOMING BOOKLET

8. What Age Group is the Event Targeted to? ALL AGES, BUT PRIMARILY AN ADULT CROWD.

9. Have You Notified Neighborhood Groups or Abutters? Yes X No _____, Who? ALL ABUTTERS ON HARRIS AND PARK STS., BOTH VERBALLY AND WITH FLIER. EXCELLENT COOPERATION FROM NEIG HB 0/24

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

A. Vending: Food X Beverages X Alcohol X Goods X LIMITED Total # of Vendors 4-5

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music X YES, FRI. 6PM-9PM + SAT. 6PM-9PM DJ _____ Radio/CD _____

Performers _____ Dancing X Amplified Sound LIMITED AMPLIFICATION (SMALL 2 PIECE GREEK MUSIC BAND) Stage NO

C. Games /Rides: Adult Rides N/A Kiddie Rides N/A Games N/A Raffle YES 50/50, WKND. OF EVENT.

Other _____ Total # _____

Name of Carnival Operator: N/A

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 X No _____

If yes:

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

If no:

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

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

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

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

ANNUNCIATION GREEK ORTHODOX CHURCH

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

JAMES P. SPERELAKIS - FESTIVAL CHAIR

7 HARRIS STREET, NEWBURYPORT, MA 01950

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

JAMES P. SPERELAKIS, SAME ADDRESS AS ABOVE

CELL PHONE: 978-479-6372

4. Date of Event: SAT JULY 28 Expected Number of Participants: 2,000+ (ENTIRE DAY)

5. Start Time: 11:00 AM (STREET CLOSURE AT 5:00 PM) Expected End Time: 9:00 PM

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route): NOT APPLICABLE

7. Locations of Water Stops (if any): N/A

8. Will Detours for Motor Vehicles Be Required? N/A If so, where? _____

9. Formation Location & Time for Participants: N/A

10. Dismissal Location & Time for Participants: N/A

11. Additional Parade Information:

- Number of Floats: N/A
- Locations of Viewing Stations: N/A
- Are Weapons Being Carried: N/A Yes _____ No _____
- Are Marshalls Being Assigned to Keep Parade Moving: Yes _____ No _____ N/A

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

CITY MARSHAL [Signature] 4 Green St.

FIRE CHIEF

[Signature] 6319 Greenleaf St.

DEPUTY DIRECTOR [Signature] 16A Perry Way

CITY CLERK

[Signature] 60 Pleasant St.

DEPARTMENT APPROVAL (for Committee Member use only):

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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


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

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

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

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

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

Signed: 

Date: 6/3/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2019

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 ITOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760		CONTACT NAME: Cliff Adams PHONE (A/C, No, Ext): (800) 333-7234 E-MAIL ADDRESS: cladams@easterninsurance.com	FAX (A/C, No):
INSURED GREEK ORTHODOX CHURCH OF THE ANNUCIATION 7 HARRIS ST NEWBURYPORT MA 01950		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Selective Ins Co of Southeast	39926
		INSURER B: Selective Insurance Co of SC	19259
		INSURER C: Hartford Insurance Co	
		INSURER D: Illinois Union Insurance Co	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18/19 REV Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD 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:		S 2069660	8/6/2018	8/6/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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	TOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		A 9099276	8/6/2018	8/6/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		S 2069660	8/6/2018	8/6/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	08WELG8895	8/31/2018	8/31/2019	<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
D	Liquor Liability		LQRMAG277770904004	8/15/2018	8/15/2019	Limit 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Newburyport is named as additional insured with respect to general liability if required by written contract for the Greek Festival held from 7/26/2019 through 7/28/2019

CITY OF NEWBURYPORT 60 Pleasant Street Newburyport, MA 01950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Koegel/JLEVES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 25, 2019

AN ORDINANCE TO ESTABLISH THE REGULATION OF THE USE OF GLYPHOSATE

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

Section 1: Introduction

There is widespread use of pesticides including herbicides for the control of weeds and other unwanted vegetation, insecticides for controlling a wide variety of insects, fungicides used to prevent mold and mildew and disinfectants for the prevention of bacteria and various compounds for the control of mice and rats. Any government, whether local, state or federal, has the inherent duty to protect the health and safety of its citizens and to regulate the use of its own property. As appropriate and based upon scientific data analysis, the City of Newburyport should respond to any credible harm to its citizens by taking necessary measures on the use of its own property.

Section 2: Health Concerns and Rationale

Certain herbicides, such as the brand names Roundup and Rodeo, contain glyphosate in an effort to control weeds and broadleaf plants. Although there has been some disagreement among the scientific community, the International Agency for Research on Cancer ('IARC') has classified glyphosate as 'probably carcinogenic'. RoundUp is used most heavily on corn, soy, and cotton crops that have been genetically modified to withstand glyphosate. Glyphosate binds tightly to the soil and persists for up to 6 months depending on the type of soil.

Section 3: Definition

Glyphosate: a synthetic compound which is a nonselective systemic herbicide, particularly effective against perennial weeds. Glyphosate will kill most plants by preventing the plants from making certain proteins that are needed for plant growth. Glyphosate stops a specific enzyme

pathway, the shikimic acid pathway. The shikimic acid pathway is necessary for plants and some microorganisms.

Section 4: Authority

The provisions of Massachusetts General Laws Chapter 132B, the Massachusetts Pesticide Control Act, provide a comprehensive scheme regarding the regulation of pesticides in the Commonwealth. The City has certain inherent authority to regulate the use of its own property. This ordinance shall act as a measure of the City to regulate City-owned property and therefore is within the purview of the City. It does not seek to regulate the overall use of pesticides.

Section 5: Regulation

For the aforementioned reasons the use and application of glyphosate, either by the City of Newburyport employees or by private contractors, is prohibited on all Parks Commission lands and City of Newburyport lands, including school fields which shall comply with the School Children and Families Protection Act; except for certain exemptions and emergency waivers. Said exemptions and emergency waivers and any necessary regulations thereunder shall be issued and authorized by the Newburyport Board of Health.

Section 6: Regulations and Enforcement

The Newburyport Board of Health, pursuant to Massachusetts General Laws Chapter 111, Section 31, may make reasonable health regulations and furthermore, pursuant to Massachusetts General Laws Chapter 111, Section 122, may make regulations for the public health and safety relative nuisances and causes of sickness.

The Board of Health by and through its Health Director is hereby designated as the enforcement agent for any violations hereunder.

Section 7: Penalties

The penalty for any violation of this ordinance shall be a fine in the amount of five hundred (\$500.00) dollars for a first offense and one thousand (\$1000.00) dollars for second and subsequent offenses. Each application of a prohibited product under this ordinance shall be deemed to be a separate offense. Citations for violations of a prohibited product may be in such form as the Board of Health may determine.

Councillor Gregory D. Earls

Councillor Barry N. Connell