

CITY COUNCIL MEETING AGENDA - VERSION 2
REMOTE

July 13, 2020

Link to join Webinar

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248 7799

Webinar ID: 838 9349 6383

7:30 PM

Council Meeting

- 1. MOMENT OF SILENCE**
- 2. CALL TO ORDER**
- 3. LATE FILE ITEMS**
- 4. PUBLIC COMMENT**
- 5. MAYOR'S COMMENT**

CONSENT AGENDA

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

6. APPROVAL OF MINUTES

- June 29, 2020

(Approve)

7. COMMUNICATIONS

- COMM251_07_13_2020 Whittier Voc Tech Lrr RE: Nbpt Assessment

(R&F)

8. TRANSFERS - None

9. FIRST READING APPOINTMENTS - None

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

Budget & Finance

- TRAN083_06_29_2020 Solid Waste Revolving Fund \$20,000 to SUS Solid Waste \$20,000
- ORDR191_06_29_2020 Waterfront Parking Fund

Neighborhood and City Services

- ORDR195_06_29_2020 Plummer Spring Road Agreement City & West Newbury

Planning & Development

- ORDR193_06_29_2020 Institution for Savings Fence Panel Gift
- ORDR194_06_20_2020 Mary Alice Arakelian Foundation Fence Panel Gift

Public Safety

- ORDR190_06_29_2020 Resolution Racial Justice

END OF CONSENT AGENDA REGULAR AGENDA

10. MAYOR'S UPDATE

11. SECOND READING APPOINTMENTS

- APPT180_06_29_2020 Paula Estey 3 Pine Street Cultural Commission 06/30/2023
- APPT181_06_29_2020 Diana Kerry 33 Temple St Cultural Commission 07/15/2023
- APPT182_06_29_2020 Richard A. Eaton 4 Horton St. NBPT Trust Fund Comm. 07/15/2023
- APPT183_06_29_2020 Ryan Kelley 24 School St. , Byfield Cultural Commission 07/15/2023

12. COMMUNICATIONS

13. ORDERS

- ORDR 196_07_13_2020 Open Space and Recreation Plan 2020
- ORDR197_07_13_2020 Implementing Ch. 96 of the Acts of 2020 re: NRA
- ORDR198_07_13_2020 Intermunicipal K w/ West Newbury for Shared ACO

14. ORDINANCES

- ODNC051_02_24_2020 Fences in Downtown Overlay District (**2nd Reading**)

15. COMMITTEE ITEMS

NOTE: UNDERLINED COMMITTEE ITEMS WILL BE CONSIDERED AT THIS MEETING

Ad Hoc Committee on Economic Development

In Committee:

Budget & Finance

In Committee:

- ORDR132_07_15_19 CPC FY2020 Recommended Appropriations (COTW)
Project No. 9 held in committee.
- ORDR136_08_19_19 Fuller Track Phase II Loan Order
- COMM189_09_09_19 CPC Revised Recommendation for FY2020 Appropriations
- COMM236_03_30_2020 DLS Bulletin 2020-01 Emergency Expenditures and Borrowing
- ORDR178_04_27_2020 Acts of 1987 (**w/ Education**)
- TRAN083_06_29_2020 Solid Waste Revolving Fund \$20,000 to SUS Solid Waste \$20,000
- ORDR191_06_29_2020 Waterfront Parking Fund

- ORDR192_06_29_2020 Newburyport PTO Gift

Education

In Committee:

- COMM235_03_30_2020 Ltr re: SC Appt. of Brett Murphy to Whittier Vo-Tech Cmte
- COMM240_04_27_2020 Memo re: SOI Submission Info
- ORDR178_04_27_2020 Acts of 1987 (w/ **B&F**)

General Government

In Committee:

- COMM241_05_11_2020 Charter Review Final Report
- COMM242_05_11_2020 Confirmatory Legal Opinion from KP Law re: Charter Changes

License & Permits

In Committee:

- ODNC047_1_27_20 General Ordinance - Short Term Rental Units Rules
- COMM229_02_24_2020 Ltr re: Implementation of Short-Term Rental Ordinance
- COMM230_03_09_2020 Yearly Report, Section 16A of the Liquor Control Act
- APPL014_06_08_2020 Outdoor Seating application from Vera Ristorante LLC
- APPL015_06_08_2020 Ltr with Layout from Ted Epstein re: Outdoor Seating

Neighborhoods & City Services

In Committee:

- COMM197_10_28_19 Ltr re: Phillips Drive Neighborhood Drainage (COTW)
- ODNC050_02_24_2020 Curb Cuts and Notice of Work Involving Sidewalks
- COMM233_03_09_2020 Ltr re: MVRTA State Street Bus Stop Shelter
- COMM234_03_30_2020 Ltr from Newburyport Livable Streets March 11, 2020
- **ORDR195_06_29_2020 Plummer Spring Road Agreement City & West Newbury**

Planning & Development

In Committee:

- COMM214_01_13_2020 Ltr from Central Cong Church re: CPA Funding, Historic Pres
- COMM215_01_13_2020 Ltr re: Colby Farm Open Space Beautification
- ODNC046_1_27_20 Zoning Amendment - Short Term Rental Units Definition
- ODNC051_02_24_2020 Fences in Downtown Overlay District
- COMM231_03_09_2020 Ltr re: Short-Term Rental Ordinance
- ODNC054_03_09_2020 Enforcement of the State Building Code
- **ORDR193_06_29_2020 Institution for Savings Fence Panel Gift**
- **ORDR194_06_20_2020 Mary Alice Arakelian Foundation Fence Panel Gift**

Public Safety

In Committee:

- COMM216_01_13_2020 Ltr re: Ban the Use of Glyphosate
- COMM221_01_27_2020 Letter re: Sign at 43 Pine Hill Road
- COMM227_02_10_2020 Update and Request from Waste Stream Task Force
- APPL004_03_09_2020 Footsteps for Food - 4/14/2020
- APPL005_03_09_2020 Cultural Survival Bazaar - 7/18-19 2020
- APPL006_03_09_2020 Spring Invitation Night - 5/1/2020

- APPL007_03_09_2020 Newburyport Spring Festival - 5/24-25 2020
- APPL008_03_09_2020 Newburyport Car Show - 8/20/2020
- APPL009_03_09_2020 Newburyport Fall Harvest Festival - 10/11-12 2020
- APPL010_03_09_2020 Witches' Night Out - 10/23/2020
- APPL011_03_09_2020 Downtown Trick or Treat - 10/30/2020
- APPL012_03_09_2020 Invitation Nights - 12/4, 12/11, 12/18 2020
- COMM237_03_30_2020 21-23 Walnut St Public Safety Concern
- COMM246_05_26_2020 Ltr To City Council from A Calcagni re: ORDR180
- COMM243_05_11_2020 Ltr from Jane Rascal re: NMMCD
- COMM250_06_29-2020 Letter Elizabeth Goullaud
- ORDR190EP_06_29_2020 Emergency Preamble for Resolution Racial Justice COTW
- **ORDR190_06_29_2020 Resolution Racial Justice COTW**
- ODNC059_06_29_2020 Truck Routes
- APPT165_04_13_2020 Dr. Robin Blair 18 Market St Board of Health 4/30/2023

Public Utilities

In Committee:

- APPT156_03_09_2020 John Tomasz 38 Storeybrooke Dr Water/Sewer Comm 3/31/2023
- APPT166_04_13_2020 Robert A. Cook 19 Everette Dr Water/Sewer Comm 3/1/2023
- APPT166_04_13_2020 Resume of Robert Cook, Water/Sewer Commission

Rules

In Committee:

- COMM220_01_27_2020 Proposed City Council Rule 9F
- ORDR170_02_24_2020 Amendment Council Rules 2020 (COTW)
- ORDR171_02_24_2020 Amendment to Rule 17B (COTW)

16. GOOD OF THE ORDER

17. ADJOURNMENT

CONSENT AGENDA

CITY COUNCIL MEETING AGENDA - VERSION 2

REMOTE
MINUTES
June 29, 2020

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7:30 PM

Council Meeting

The City Council President, Jared Eigerman, called the meeting to order at 7:30pm. The City Council President then instructed the City Clerk to call the roll. The following Councillors answered present: Tontar, Vogel, Wallace, Zeid, Devlin, Khan, Lane, McCauley, Connell, Shand, Eigerman. 11 present using Zoom as a platform.

(Sound Check)

1. **MOMENT OF SILENCE** Pat Connelly, former City Councillor and 1st woman City Councillor for the City of Newburyport, former employee of the Redevelopment Authority and the City Clerk's Office, was remembered.

2. **CALL TO ORDER**

3. **LATE FILE ITEMS**

COMM250_06_29_2020 Letter from Elizabeth Goullaud

ODNC051_02_24_2020 Fences in Downtown Overlay District

COMM249_06_29_2020 Artichoke River Woods Conservation Project

Motion to waive the rules and allow late files by Councillor Zeid, seconded by Councillor Tontar. So voted.

4. **PUBLIC COMMENT**

1. Jane Rascal, EcoHealth Advocates, 51 Woodland Street
2. Thomas Getz, Newburyport Human Rights Commission, 36 Broad Street
3. Jim Marks, Teamster, 8 Wild Rose Drive, Worcester, MA
4. Trish Boateng, 18 Merrill Street

CONSENT AGENDA

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5. **APPROVAL OF MINUTES**

- May 26, 2020
- June 8, 2020

(Approve)

(Approve)

6. COMMUNICATIONS

- COMM248_06_29_2020 Letter from Jim Marks, Teamsters re: TRAN081 (R&F)
- COMM249_06_29_2020 Greenbelt-Artichoke River Woods Conservation Project (R&F)

On recommendation of the Council President COMM248_06_29_2020 and COMM249_06_29_2020 were received and filed.

7. TRANSFERS

- TRAN083_06_29_2020 Solid Waste Revolving Fund \$20,000 to SUS Solid Waste \$20,000 (B&F)

8. FIRST READING APPOINTMENTS

- APPT180_06_29_2020 Paula Estey 3 Pine Street Cultural Commission 06/30/2023
- APPT181_06_29_2020 Diana Kerry 33 Temple St Cultural Commission 07/15/2023
- APPT182_06_29_2020 Richard A. Eaton 4 Horton St. NBPT Trust Fund Comm. 07/15/2023
- APPT183_06_29_2020 Ryan Kelley 24 School St. , Byfield Cultural Commission 07/15/2023

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

Budget & Finance

- TRAN070_03_09_2020 Free Cash (Lib Sal rev. 5/18/20) \$25K to LIB Maint-Equipment \$25K
- TRAN081_06_08_2020 Teamster Local 170 Multiple 46,189.46 to Multiple 46,189.46
- TRAN082_06_08_2020 Free Cash 12,800 to Fire Hose & Fittings 12,800
- ORDR182_06_08_2020 Revolving Fund Spending Limit Increase
- ORDR183_06_08_2020 Revolving Fund Order
- ORDR187_06_08_2020 LATE FILE CPC Report & Order

Planning & Development

- ORDR188_06_08_2020 LATE FILE Preservation Restriction Cushing House

Public Utilities

- ORDR184_06_08_2020 Michael Mazzotta - licensed contractor
- ORDR185_06_08_2020 WCJ Services - licensed contractor
- ORDR186_06_08_2020 EKB Equipment, LLC - licensed contractor

END OF CONSENT AGENDA

Motion to amend Consent Agenda to receive and file COMM248_06_29_2020 and COMM249_06_29_2020 by Councillor Zeid, seconded by Councillor Tontar. So voted.

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

REGULAR AGENDA

9. MAYOR'S UPDATE

The Mayor stated she would email written update.

Motion to receive & file by Councillor Zeid, seconded by Councillor Khan. So voted.

10. SECOND READING APPOINTMENTS

- APPT179_06_08_2020 Mia Yim 6 Woodman Way, Unit 202 Cultural Commission 6/30/2023
Motion to approve Second Reading of appointments by Councillor Zeid seconded by Councillor Tontar. Roll call. 11 yes. So voted.

11. COMMUNICATIONS

- COMM250_06_29_2020 Letter Elizabeth Goullaud
Motion to refer to Public Safety by Councillor Khan, seconded by Councillor Tontar. So voted.

12. ORDERS

- ORDR189_06_29_2020 Resolution NBPT Public Schools
Motion to establish an Emergency Preamble due to the exigency of the school calendar by Councillor Zeid, seconded by Councillor Khan. Roll Call. 11 yes. So voted.
Motion to approve by by Councillor Zeid, seconded by Councillor Khan. So voted.
 - ORDR190EP_06_29_2020 Emergency Preamble for Resolution Racial Justice
 - ORDR190_06_29_2020 Resolution Racial JusticeMotion to refer together to Public Safety and COTW by Councillor Khan, seconded by Councillor Lane. So voted.
 - ORDR191_06_29_2020 Waterfront Paid Parking Fund
Motion to refer to Budget & Finance by Councillor Zeid, seconded by Councillor Vogel. So voted.
 - ORDR192_06_29_2020 Newburyport PTO Gift
Motion to establish an Emergency Preamble due to necessity for supporting Newburyport families by Councillor Zeid, seconded by Councillor Tontar. So voted.
 - ORDR193_06_29_2020 Institution for Savings Fence Panel Gift
 - ORDR194_06_20_2020 Mary Alice Arakelian Foundation Fence Panel GiftMotion to refer collectively to Planning & Development by Councillor Zeid, seconded by Councillor Tontar. So voted.
 - ORDR195_06_29_2020 Plummer Spring Road Agreement City & West Newbury
Motion to refer to Neighborhood & City Services with the condition that the Clerk receives Appendix A from the Administration by Councillor Zeid, seconded by Councillor Khan. So voted.

13. ORDINANCES

- ODNC048_02_10_2020 Newburyport Historical Commission (**2nd Reading**)
Motion to approve by Councillor Zeid, seconded by Councillor Tontar. Roll call. 11 yes. So voted
- ODNC059_06_29_2020 Truck Routes
Motion to refer to Public Safety by Councillor Zeid, seconded by Councillor Tontar. So voted.

14. COMMITTEE ITEMS

NOTE: UNDERLINED COMMITTEE ITEMS WILL BE CONSIDERED AT THIS MEETING

Ad Hoc Committee on Economic Development

In Committee:

Budget & Finance

In Committee:

- ORDR132_07_15_19 CPC FY2020 Recommended Appropriations (COTW) Project No. 9 held in committee.
- ORDR136_08_19_19 Fuller Track Phase II Loan Order
- COMM189_09_09_19 CPC Revised Recommendation for FY2020 Appropriations
- **TRAN070_03_09_2020 Free Cash (Lib Sal rev. 5/18/20) \$25K to LIB Maint-Equipment \$25K**

Motion to approve amended by Councillor Tontar, seconded by Councillor Khan. So voted.

- COMM236_03_30_2020 DLS Bulletin 2020-01 Emergency Expenditures and Borrowing
- ORDR178_04_27_2020 Acts of 1987 (w/ Education)
- **ORDR182_06_08_2020 Revolving Fund Spending Limit Increase**

Came out of committee 2-1 (Zeid). Motion to approve by Councillor Tontar, seconded by Councillor Khan 10 yes, 1 no (Zeid). Motion passed.

- **ORDR183_06_08_2020 Revolving Fund Order**

Came out of committee 2-1 (Zeid). Motion to approve by Councillor Tontar, seconded by Councillor Khan 10 yes, 1 no (Zeid). Motion passed.

- **TRAN081_06_08_2020 Teamster Local 170 Multiple 46,189.46 to Multiple 46,189.46**

Motion to approve by Councillor Tontar, seconded by Councillor Khan. Roll call. 8 yes, 3 no (Zeid, Devlin, McCauley). Motion passed.

- **TRAN082_06_08_2020 Free Cash 12,800 to Fire Hose & Fittings 12,800**

Motion to approve by Councillor Tontar, seconded by Councillor Zeid 11 yes. Motion passed.

- **ORDR187_06_08_2020 LATE FILE CPC Report & Order**

Motion to approve Project No. 1 as amended by Councillor Tontar, seconded by Councillor Connell. 11 yes. Motion passed as amended.

Motion to approve Project No.2 by Councillor Tontar, seconded by Councillor Khan. 11 yes. Motion passed.

Motion to amend Project No. 3 by Councillor Tontar, seconded by Councillor Khan. 10 yes, 1 no (Devlin). Motion passed as amended.

Motion to approve Project No. 3 amended by Councillor Tontar, seconded by Councillor Khan, to add the language **and;**

Further, that CPA funds identified in FY'21 Project 4 above (Cushing House Cobble Courtyard Phase II), and for FY'20 Project 4 (Cushing House Electrical System), previously approved by the Council in 2019 for preservation of the subject property, may be released to the applicant prior to recording of the perpetual Preservation Restriction (PR) due to the extant 10-year PR that will remain in place until final Massachusetts Historical Commission (MHC) approval of the perpetual PR; and

Further, that CPA funds identified in FY'21 Project 3 above (Newburyport Public Library Archival Center HVAC) may be released to the applicant prior to recording of the perpetual Preservation Restriction (PR) due to the City's direct ownership and control of the subject property and on the condition that all construction work associated with this project be reviewed and approved by the Newburyport Historical Commission (NHC) prior to the start of work in order to ensure consistency with the terms of the pending PR.

11 yes. Motion passed.

Motion to amend Project No. 4 by Councillor Tontar, seconded by Councillor Shand, to add the language **and;**

Further, that CPA funds identified in FY'21 Project 4 above (Cushing House Cobble Courtyard Phase II), and for FY'20 Project 4 (Cushing House Electrical System), previously approved by the Council in 2019 for preservation of the subject property, may be released to the applicant prior to recording of the perpetual Preservation Restriction (PR) due to the extant 10-year PR that will remain in place until final Massachusetts Historical Commission (MHC) approval of the perpetual PR; and

Further, that CPA funds identified in FY'21 Project 3 above (Newburyport Public Library Archival Center HVAC) may be released to the applicant prior to recording of the perpetual Preservation Restriction (PR) due to the City's direct ownership and control of the subject property and on the condition that all construction work associated with this project be reviewed and approved by the Newburyport Historical Commission (NHC) prior to the start of work in order to ensure consistency with the terms of the pending PR.

- COMM233_03_09_2020 Ltr re: MVRTA State Street Bus Stop Shelter
- COMM234_03_30_2020 Ltr from Newburyport Livable Streets March 11, 2020

Planning & Development

In Committee:

- COMM214_01_13_2020 Ltr from Central Cong Church re: CPA Funding, Historic Pres
- COMM215_01_13_2020 Ltr re: Colby Farm Open Space Beautification
- ODNC046_1_27_20 Zoning Amendment - Short Term Rental Units Definition
- ODNC051_02_24_2020 Fences in Downtown Overlay District

Motion to remove Councillor Shand, seconded by Councillor McCauley, so voted.

Motion to approve 1st reading by Councillor Shand, seconded by Councillor Wallace. 11 yes. Roll Call. Motion passed.

- COMM231_03_09_2020 Ltr re: Short-Term Rental Ordinance
 - ODNC054_03_09_2020 Enforcement of the State Building Code
 - **ORDR188 06 08 2020 LATE FILE Preservation Restriction Cushing House**
- Motion to approve with amendments as included in the version entitled "ORDR188 je suggestions for approval -- Caleb Cushing House PR. DRAFT " by Councillor Shand, seconded by Councillor Khan. 11 yes. Motion passed.

Public Safety

In Committee:

- COMM216_01_13_2020 Ltr re: Ban the Use of Glyphosate
- COMM221_01_27_2020 Letter re: Sign at 43 Pine Hill Road
- COMM227_02_10_2020 Update and Request from Waste Stream Task Force
- APPL004_03_09_2020 Footsteps for Food - 4/14/2020
- APPL005_03_09_2020 Cultural Survival Bazaar - 7/18-19 2020
- APPL006_03_09_2020 Spring Invitation Night - 5/1/2020
- APPL007_03_09_2020 Newburyport Spring Festival - 5/24-25 2020
- APPL008_03_09_2020 Newburyport Car Show - 8/20/2020
- APPL009_03_09_2020 Newburyport Fall Harvest Festival - 10/11-12 2020
- APPL010_03_09_2020 Witches' Night Out - 10/23/2020
- APPL011_03_09_2020 Downtown Trick or Treat - 10/30/2020
- APPL012_03_09_2020 Invitation Nights - 12/4, 12/11, 12/18 2020
- COMM237_03_30_2020 21-23 Walnut St Public Safety Concern
- COMM246_05_26_2020 Ltr To City Council from A Calcagni re: ORDR180
- APPT165_04_13_2020 Dr. Robin Blair 18 Market St Board of Health 4/30/2023
- COMM243_05_11_2020 Ltr from Jane Rascal re: NMMCD

Public Utilities

In Committee:

- APPT156_03_09_2020 John Tomasz 38 Storeybrooke Dr Water/Sewer Comm 3/31/2023
- APPT166_04_13_2020 Robert A. Cook 19 Everette Dr Water/Sewer Comm 3/1/2023
- APPT166_04_13_2020 Resume of Robert Cook, Water/Sewer Commission
- **ORDR184 06 08 2020 Michael Mazzotta - licensed contractor**
- **ORDR185 06 08 2020 WCJ Services - licensed contractor**
- **ORDR186 06 08 2020 EKB Equipment, LLC - licensed contractor**

Motion to approve collectively ORDR184_06_08_2020, ORDR185_06_08_2020 & ORDR186_06_08_2020 by Councillor Zeid, seconded by Councillor Tontar subject to

ORDR184_06_08_2020 Contractor supplying Haverhill, Merrimac and Groveland signed approvals and ORDR185_06_08_2020 supplying the third reference. So voted.

Rules

In Committee:

- COMM220_01_27_2020 Proposed City Council Rule 9F
- ORDR170_02_24_2020 Amendment Council Rules 2020 (COTW)
- ORDR171_02_24_2020 Amendment to Rule 17B (COTW)

15. GOOD OF THE ORDER

Councillor Zeid suggested cancelling the July meeting.

Councillor Eigerman suggested keeping the scheduled meeting.

Councillor Shand mentioned she would be working on the Open Space Plan.

16. ADJOURNMENT

Motion to adjourn by Councillor Tontar, seconded by Councillor Khan. So voted. 9:56pm.

COMMUNICATIONS



Whittier Regional Vocational Technical High School

CITY CLERK'S OFFICE
NEWBURYPORT, MA

2020 JUL -6 PM 12:48

115 Amesbury Line Road
Haverhill, MA 01830-1898
978-373-4101
Fax: 978-372-5331
kkosmes@whittier.tec.ma.us

Maureen Lynch
Superintendent

Kara M. Kosmes
Business Manager

Kevin F. Mahoney
Treasurer

6/28/2020

Ms. Julie Languirand, Treasurer
City of Newburyport, City Hall
60 Pleasant Street
Newburyport, MA 01950

Dear Ms. Languirand,

On 4/8/2020 the Whittier Regional Vocational Technical High School Committee voted to adopt a final **2020-2021 Gross Budget** in the amount of \$27,559,456.00, which consists of \$23,040,951.00 for the Required Net School Spending as defined under the Ed Reform formula; \$1,375,236.00 for Other Assessments, Assessment Transportation & Community Education; \$695,000.00 for Capital Assessments; \$2,448,269.00 for Other Educational Assessment. The estimated receipts for the school year are \$12,139,879.00, resulting in a **Total Approved Assessment for 2020-2021 at \$15,419,577.00.**

This is to certify that the **2020-2021** net assessment for the **City of Newburyport** is **\$661,018.00.**


NEWBURYPORT		TOTAL DUE
25%	Due August 15, 2020	\$165,255.00
25%	Due November 1, 2020	\$165,255.00
35%	Due February 1, 2021	\$231,356.00
15%	Due April 1, 2021	<u>\$99,152.00</u>
TOTAL:		\$661,018

Several of our communities are transmitting assessment payments electronically. If your community would like to do so as well, please contact me at 978-373-4101 x293 to set up this process. If you have any questions, please do not hesitate to call our Business Manager, Ms. Kosmes at 978-373-4101 x269.

Sincerely,
Kevin F. Mahoney, Treasurer

Cc: Mayor, President City Council, City Clerk, Chmn. Board of Assessors, Chmn. Finance Committee, Chief Financial Officer, Superintendent of Schools, Whittier Representatives

Certification: I hereby certify that the information contained above is true to the best of my knowledge and belief.



Kevin F. Mahoney, Treasurer

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

**APPOINTMENTS
SECOND READING**

SECOND READING APPOINTMENTS

- APPT180_06_29_2020 Paula Estey 3 Pine Street Cultural Commission 06/30/2023
- APPT181_06_29_2020 Diana Kerry 33 Temple St Cultural Commission 07/15/2023
- APPT182_06_29_2020 Richard A. Eaton 4 Horton St. NBPT Trust Fund Comm. 07/15/2023
- APPT183_06_29_2020 Ryan Kelley 24 School St. , Byfield Cultural Commission 07/15/2023

In City Council June 29, 2020:

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

ORDERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

July 13, 2020

ORDERED:

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

THAT the City Council of the City of Newburyport hereby adopts the final 2020 Open Space and Recreation Plan, now posted to the City website, as prepared by the Office of Planning & Development and BETA Group, Inc., a copy of which shall remain on file with the City Clerk and Office of Planning & Development.

AND FURTHER, THAT said 2020 Open Space and Recreation Plan shall replace and supersede the prior 2012 Open Space and Recreation Plan as a guidance document for City officials during at least the next five (5) years and until such time as the City drafts a new comprehensive Open Space and Recreation Plan. Said plan may be updated and amended from time to time, as the needs of the City evolve, through approval by the Council. It is the intention of this Council that all City boards, departments and agencies work cooperatively to implement the recommendations of this plan in order to achieve the vision, goals, objectives and actions contained therein.

Heather Shand, Chair
Planning & Development Committee

Barry Connell, Chair
Neighborhoods & City Services Committee



CITY OF NEWBURYPORT
OFFICE OF PLANNING AND DEVELOPMENT

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

DONNA D. HOLADAY
MAYOR

MEMORANDUM

TO: CITY COUNCIL
FROM: GEORDIE VINING, SENIOR PROJECT MANAGER
CC: MAYOR DONNA HOLADAY, PLANNING DIRECTOR ANDREW PORT, PARKS DIRECTOR LISE REID
SUBJECT: OPEN SPACE AND RECREATION PLAN 2020
DATE: 7/6/20

We respectfully request that the City Council review and adopt the City's updated Open Space and Recreation Plan (OSRP) 2020. The City and its consultant the BETA Group, supported by a CPA grant from the Community Preservation Committee and the City Council, have worked with the community during recent months to develop the plan.

A comprehensive Open Space and Recreation Plan (OSRP) is required by the Commonwealth for the City to be eligible for a number of grant funding opportunities for park improvements and open space preservation. The structure and content of an OSRP is highly regulated by the state. Eligibility for grant programs include the Parkland Acquisitions and Renovations for Communities (PARC) program, Local Acquisitions for Natural Diversity (LAND) program, and the federal Land and Water Conservation Fund, which are administered by the Massachusetts Executive Office of Energy and Environmental Affairs Division of Conservation Services. The OSRP also serves as a guidance document for the City's Parks Commission, Open Space Committee, Community Preservation Committee, and other City Boards and Departments. Approved OSRPs are valid and eligible for DCS grant programs for up to seven years, and Newburyport's 2012 OSRP has expired.

Based on outreach through the newspaper, the City's website, emails, and postings on social media, we received input from over 450 citizens on an online survey in April and May regarding existing conditions and priorities for open space and recreation in Newburyport. The planning process also included multiple discussions with a variety of stakeholders. In general, the 2020 OSRP demonstrates the continuity of the community's previously stated interests, concerns, goals, and objectives for parks and open space and related initiatives to enhance the community's quality of life. The 2020 OSRP updates current conditions and accomplishments, and focuses on the protection and enhancement of our heritage landscapes, wildlife habitat, recreational opportunities, public drinking water supplies, and overall sustainability and climate change resilience.

The OSRP 2020 is available for your review on the City's website here:

<https://www.cityofnewburyport.com/planning-development/open-space-and-recreation-plan-2020/files/final-draft-of-newburyports-updated>

The prior/current 2012 OSRP is also posted on the City's website for your reference here:

<https://www.cityofnewburyport.com/planning-development/open-space-and-recreation-plan-2020/links/2012-open-space-and-recreation-plan>

The state's Division of Conservation Services (DCS) is reviewing the draft final OSRP 2020 plan this summer for approval based on completeness and conformity with state requirements. It is our intention to incorporate changes requested by DCS and/or the Council into a final plan suitable for adoption by the Council, posting to the City website and implementation during the next seven (7) years - a term established by DCS requirements. We anticipate that the final draft plan will be forwarded to the Planning and Development (P&D) Committee for review and recommendation to the Council in the coming weeks, similar to the Master Plan and other long-range plans. We will attend any relevant Council meetings along with our consultant. In its review the Council may wish to focus on two (2) key chapters which speak to the City's policies and priorities moving forward:

- Section 8: Goals and Objectives
- Section 9: Seven-Year Action Plan

While much of this new plan is consistent with the prior 2012 plan, these two chapters outline the key plan recommendations and strategies for implementation by various city officials during the next seven (7) years.

Please see the attached draft Order for plan adoption, and thank you for your consideration.

CITY OF NEWBURYPORT



IN CITY COUNCIL

~~AN ORDER~~ **IMPLEMENTING CHAPTER 96 OF THE ACTS OF 2020 WHICH DISSOLVED THE NEWBURYPORT REDEVELOPMENT AUTHORITY**

WHEREAS, Chapter 96 of the Acts of 2020 (hereinafter referred to as "Chapter 96") effected the dissolution of the Newburyport Redevelopment Authority (hereinafter referred to as the "NRA"), and

WHEREAS, Chapter 96 provides that the transfer of the NRA lands, and all other property and funds shall be to the City of Newburyport (hereinafter referred to as "City"), and

WHEREAS, the City now shall, for all purposes, be the successor of interest to the NRA under the stipulation filed in Land Court on or about March 31, 1980, and

WHEREAS, notwithstanding any laws to the contrary, the entirety, without exception, of all monies, and personal and real property are hereby transferred and conveyed to the City with all lands whatsoever, including, without limitation, tidelands, whether flowed or filled, to be held permanently for the purposes of park and conservation uses; and provided, however, that public parking shall not be an excluded use and all existing public rights for fishing, fowling and navigation within said tidelands shall be preserved in their entirety, and

WHEREAS, Chapter 96 provides that the City of Newburyport shall design, fund and construct an extended waterfront park and on a best-efforts basis, said design shall be consistent with the principles and references documented in the Order 067, adopted by the City Council on May 30, 2017, a copy of which is attached hereto (hereinafter referred to as the "May 2017 Resolution"), and

WHEREAS, the City may execute and deliver a certificate in a form suitable for recording of real property heretofore owned by the NRA, and

WHEREAS, the City shall, for all purposes, be the successor of interest to the NRA including, without limitation, as to all outstanding obligations thereunder, and

WHEREAS, The City shall all reserve any monies transferred to the City pursuant to Chapter 96 in addition to no less than one-hundred percent (100%) of any ongoing meter revenues generated from parking on the land solely for the purposes of design, construction, maintenance or operation of an extended waterfront park and related infrastructure, and

WHEREAS, the City shall place said monies into a separate, designated receipts reserved for appropriation fund for these purposes as improvements to the public realm, and

WHEREAS, it is the desire and intent of the City to implement the obligations and responsibilities placed upon it pursuant to Chapter 96,

NOW, THEREFORE, the City Council hereby orders the following:

1. Any and all valid contractual obligations of the NRA shall be assumed by the City through the appropriate and necessary contractual amendments, updates, and other documentation, forthwith, and
2. To effectuate design and construction of the expanded park consistent with the May 2017 Resolution, including, without limitation, the final disposition of all public ways to the river, there shall be established by the City Council President an *ad hoc* committee of the City Council whose stated purpose is to oversee a request for proposals (hereinafter referred to as the "RFP") to be issued by the Office of Planning and Development, to review responses to the RFP, and to recommend a preferred bidder to the City Council and the Mayor for their approval no later than December 31, 2020, which *ad hoc* committee may include City officials other than members of the City Council, serving as *ex officio*, non-voting members, and
3. No later than August 31, 2020, said *ad hoc* committee shall, in consultation with the Mayor and the Director of Planning, develop and present to the City Council a proposed, tentative schedule for the design, construction, and transfer of the completed park to the Waterfront Trust contingent upon its reorganization, consistent with the terms of the May 2017 Resolution.

Councillor Jared J. Eigerman

AD HOC CENTRAL WATERFRONT COMM. – PROPOSED AMENDMENT, MAY 30, 2017

The *Ad Hoc* Central Waterfront Committee was charged to develop policies and objectives regarding a long-term vision for the Central Waterfront, including number of parking spaces, land ownership, and operational and maintenance responsibilities, subject to full Council approval. The Committee recommends that the City Council endorse the following terms of a final settlement.

Executive Summary of Proposed Settlement:

- **NRA grants all parcels to Waterfront Trust for public park and waterside uses, *except* Firehouse Patio (City leases to Firehouse Ctr.) and Custom Hse. land (City leases to Custom Hse.)**
- **City takes exclusive easement to operate public parking at West & East Parking Lots**
- **Submerged lands equitably split between City and Waterfront Trust**
- **Construction of expanded park contingent upon raising capital funds**

1. Master Plan reconciling Sidford-Uhlig Plan + COW Plan + Andy Port Plan

- a. **Expanded Market Landing Park**, including widened shoreline berm
- b. Reconfigured and smaller **West Parking Lot** and **East Parking Lot**
- c. Dimensions and locations of “**Ways**” settled for all time, with all ways **perpendicular to shore**, and **non-vehicular Central Wharf Way** aligned with Unicorn Street
- d. **Clipper City Rail Trail** passes through as a “loop”
- e. **Firehouse Center** lease with City adds patio as facility of public accommodation
- f. **Custom House** lease with (now) City adds land back to bulkhead, subject to current public uses
- g. **Harbor Master** operates all water-dependent uses (docks), as today

2. Waterfront Trust reorganizes, such that:

- a. Board of Trustees increases to seven (7). **Mayor appoints four (4) and City Council appoints three (3).** First two appointed by Council = 1 NRA member + 1 Settlor.
- b. **One trustee serves ex-officio on Harbor Commission, and one Harbor Commissioner (or Harbor Master) serves as ex-officio on Waterfront Trust.**
- c. No further role for 1980 litigants (Settlers) or the NRA
- d. Primary mission = **stewardship of “public park and waterside uses”**
- e. **Acts as City commission:** open meeting, conflicts of interest, & public records laws
- f. Can grant easements solely to **government agencies for public purposes**, at below market
- g. Duty to **charge reasonable usage fees** for public park and waterside uses
- h. **Audit and enforcement rights** by City Council and citizens
- i. Amendments require **2/3 Trustees + 2/3 City Council + Attorney General**

3. Diverse, direct revenue streams to an autonomous Waterfront Trust

a. **Existing Income to continue:**

Riverside Park parking revenues
Embayment + Upriver ≈250 linear ft. dockage fees
Park usage fees, etc
Donations, etc

AD HOC CENTRAL WATERFRONT COMM. – PROPOSED AMENDMENT, MAY 30, 2017

b. New income from West & East Park Lots that increase with Park size/costs:

Park Size	West & East Pkg. Lot Revenues		City Cash Payment
4 acres (current)	10% Trust / 90% City	+	\$0
4.5 acres	30% Trust / 70% City		\$12,500
5 acres	50% Trust / 50% City		\$25,000
5.5 acres	70% Trust / 30% City		\$37,500
6+ acres (built out)	90% Trust / 10% City		\$50,000

Parking Revenue shares are fixed; require mutual City/Trust agreement to change

- c. **New income from any docks extended outward from Embayment/Upriver ≈250 linear feet, shared with City in equal proportion to City’s share of capital/grant investment.**
- d. **New income from ≈\$350,000 endowment fund created from WT and NRA reserves (Principal cannot be spent)**
- e. **City not obliged to help fund construction, maintenance, or replacement of any WT property excepting the Bulkhead**

4. NRA grants 100% of its land, with no “deadline” for agency dissolution

- a. **WT accepts NRA land, and confirmation of the following rights:**
 - i. **Bulkhead**, but City gets right to access for public waterside uses
 - ii. **Riverside Pk./Somery Way**, including all rights to public parking use
 - iii. **West Parking Lot**, but City gets exclusive easement for public parking use
 - iv. **East Parking Lot**, but City gets exclusive easement for public parking use
 - v. **Scrap of land east of Railroad Avenue**
 - vi. **Non-exclusive easement for telecommunications at Firehouse Center**
 - vii. **Embayment**, including all rights to use and revenue (no change)
 - viii. **Submerged lands upriver of Embayment (≈250 linear ft.), including use and revenue**
- b. **City accepts two parcels for non-profit tenants, and confirmation of the following rights:**
 - i. **Firehouse Center patio**, but restricted to use by City’s non-profit Firehouse tenant
 - ii. **Submerged lands downriver of Embayment**, including use and revenues
 - iii. **Land behind Custom House to Bulkhead**, but restricted to use by City’s non-profit Custom House tenant, subject to existing public uses, under a new 99-year lease
 - iv. **Non-exclusive easement for Clipper City Rail Trail** (Mass. rights, too)
 - v. **Non-exclusive easement for underground utilities**
 - vi. **Non-exclusive easement for operations and maintenance**
 - vii. **Vehicular public way through Riverside Park** (Mass. rights, too.)
 - viii. **Exclusive easement for public parking use at West & East Pkg. Lots** (resident privs.)
 - ix. **Non-exclusive easement to provide public safety services**
- c. **Accurate surveys and subdivision maps to be recorded**

5. Parties agree to cooperate reasonably regarding planned public park expansion

- a. **NRA to resolve Activities Use Limitation (AUL) with US EPA**
- b. **City to assist in identifying grants to fund construction of capital improvements**
- c. **Waterfront Trust obliged to build capital improvements only once funding in place**

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

July 9, 2020

THAT the City Council of the City of Newburyport approve the attached Intermunicipal Agreement between the Town of West Newbury and the City of Newburyport for Shared Animal Control Services.

Councillor Charles F. Tontar

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 2020, for a three year term that may be extended by up to two additional one year terms commencing on July 1, 2023 and July 1, 2024. 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 2021 (July 1, 2020- June 30, 2021), the Town of West Newbury shall pay the City of Newburyport for animal control services a total sum of \$25,073 to be paid in four equal quarterly payments of \$6,268.25 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).

During the Fiscal Year 2022 (July 1, 2021- June 30, 2022), the Town of West Newbury shall pay the City of Newburyport for animal control services a total sum of \$25,898 to be paid in four equal quarterly payments of \$6,474.50 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).

During the Fiscal Year 2023 (July 1, 2022- June 30, 2023), the Town of West Newbury shall pay the City of Newburyport for animal control services a total sum of \$26,858 to be paid in four equal quarterly payments of \$6,714.50 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).

These payments 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

CITY OF NEWBURYPORT

By Board of Selectmen

By Mayor

Dated: _____

Dated: _____

ORDINANCES

CITY OF NEWBURYPORT



ODNC 051 02-24-2020 2nd Reading
As amended at Joint Hearing 06-17-2020

IN CITY COUNCIL

ORDERED:

AN ORDINANCE TO AMEND ARTICLE XXVII (DOWNTOWN OVERLAY DISTRICT) OF THE NEWBURYPORT ZONING ORDINANCE AS TO FENCES AND SITE WALLS

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

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

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:

...

3. Any (i) alteration, demolition, or replacement of windows, doors, signs, and/or awnings, or (ii) construction, alteration, demolition, or replacement of fences or site walls, that is reviewed and approved by the office of planning and development under subsection XXVII-F.5(d);

...

XXVII-F Procedure and criteria.

...

5. Procedure, requirements, and criteria for review of proposed new construction and alterations:

...

- d. *Staff-level review:* The office of planning and development may review and approve for consistency with this section (i) the proposed alteration, demolition, or replacement of windows, doors, signs, and/or awnings, or (ii) the proposed construction, alteration, demolition or replacement of fences or site walls, 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, any proposed new ~~window or door~~ opening in an external wall of an historic building or structure for a window or door, and any proposed new, altered, or replaced fence or site wall higher than five feet (5'-0") shall require a DOD-SP.

...

- i. *Fences and site walls:* ~~New~~ Fences and site walls anywhere within the DOD, whether newly constructed, altered, or replaced, require either staff-level review and approval by the office of planning and development or a DOD-SP. All such 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.

Fences or site walls that will be visible from a public way, public park or playground, or the Merrimack River warrant additional scrutiny for appropriateness, as provided herein. New fences and site walls shall not substantially block significant views from any street, way, public park or playground, or the Merrimack River, of the primary facades of historic buildings and structures located within the DOD. Placement of fences and site walls along lot lines confirms historic lot patterns of neighborhoods, as opposed to placement along arbitrary lines, and is favored.

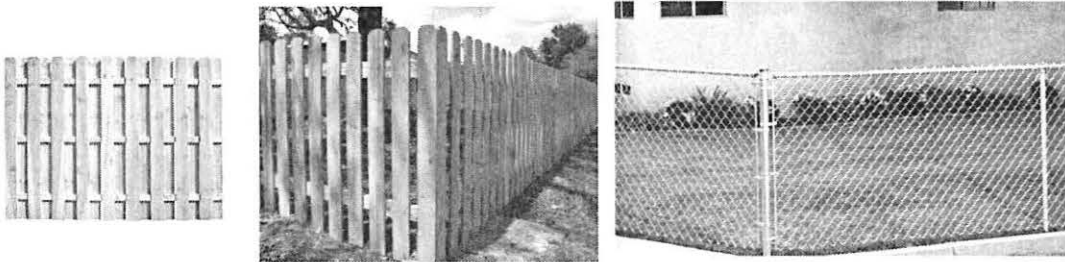
Historic materials such as wood, wrought-iron, and masonry shall be used, but not contemporary materials such as plastic, vinyl, and aluminum. Where a more ornate style of fencing or site walls can be documented as having been present at the subject property, then such historic style may be replicated. In other cases, simpler historic designs, such as wood-picket, wrought-iron, or masonry shall be used instead of contemporary styles, such as unfinished, pressure-treated lumber, dog-eared, or chain-linked fencing.

Fences and site walls shall be at a height from grade that is proportional to the structure(s) they accompany and the area they enclose, and, if within the required front yard setback, shall not be taller than three feet (3'-0") unless the visible surface area of such fence or site wall has a visual porosity of at least fifty percent (50%).

In all cases, solely the SPGA may approve heights in excess of five feet (5'-0") for those fences or site walls visible from a public way, public park or playground, or the Merrimack River.



(Simpler historic fence and site wall designs.)



(Unacceptable contemporary fence and site wall styles.)

Councillor Jared J. Eigerman

Committee Items-July 13, 2020

Budget & Finance

Budget & Finance

In Committee:

TRAN083_06_29_2020

ORDR191_06_29_2020

Solid Waste Revolving Fund \$20,000 to SUS Solid Waste \$20,000

Waterfront Parking Fund

Removal from Committee Form

Instructions: Remit to rjones@cityofnewburyport.com; pbarker@cityofnewburyport.com; cgreen@cityofnewburyport.com by Wednesday, 5 PM preceding Council meeting

Committee Name: Budget and Finance

Committee Chair: Tontar

	Measure Identifier	Measure Title	Amended in Committee? (if yes, attach final version)	Consent Agenda or Regular Agenda?
1.	TRAN083_06_29_2020	Solid Waste Revolving Fund \$20,000 to SUS Solid Waste \$20,000.	YES	Consent
2.	ORDR191_06_29_2020	Waterfront Paid Parking Fund	NO	Consent
3.				
4.				
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CITY OF NEWBURYPORT FY 2020 TRANSFER/APPROPRIATION REQUEST

But

Department: Sustainability

Submitted by: Molly Ettenborough, Director

Date Submitted: 6/29/2020

Transfer From:

Account Name:	<u>Solid Waste Revolving Fund</u>	Balance:	<u>\$ 106,288.85</u>
Account Number:	<u>2843-59600</u>	Category:	<u>\$ 105,811.69</u>
Amount:	<u>\$20,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Available:

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.

Transfer To:

Account Name:	<u>SUS Solid Waste</u>	Balance:	<u>\$ 258,419.26</u>
Account Number:	<u>01519002-52905</u>	Category:	<u>\$ 1,513.58</u>
Amount:	<u>\$20,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Needed:

To fund solid waste disposal through June 30, 2020 due to a higher volume and disposal costs. The anticipated shortfall is approximately \$20,000, however actual costs will not be known until the end of the period.

Donna D. Holaday, Mayor:

Donna D. Holaday

Date:

6/23/20

Ethan R. Manning, Auditor:

Ethan R. Manning

Date:

6/23/2020

Sponsor: Charles F. Tontar, Councillor At-Large

City Council Approval:

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2020 JUN 23 PM 1:52

TRAN083_06_29_2020 - Solid Waste Revolving Fund \$20,000 to SUS Solid Waste \$20,000.

As amended in committee:

Add "or actual" after \$20,000 in both "Transfer From" and "Transfer To" Amount lines.

67

CITY OF NEWBURYPORT

ORDR191_06_29_2020



IN CITY COUNCIL

ORDERED:

June 29, 2020

THAT, the City of Newburyport having already accepted the relevant portions of Chapter 96 of the Acts of 2020, for the purpose of establishing a parking receipts reserved for appropriation funds, and consistent with Newburyport's Home Rule H.4545 - *"An Act to dissolve the Newburyport Redevelopment Authority and transfer its lands to the city of Newburyport"* signed into State Law on June 19th, 2020 hereby establishes the *Waterfront Park Paid Parking Fund*.

All revenue from meters collected from the former Newburyport Redevelopment Authority Lots (so-called "East and West Lots") shall be deposited into this fund. For the purposes of these receipts only, this Order shall supersede any prior Order of the City Council.

This fund, upon recommendation of the Mayor and approval of the City Council, shall be used solely for the purposes of design, construction, maintenance, or operation of an extended waterfront park and related infrastructure on: (1) the lands described in Home Rule/State Law referenced above (H.4545); provided, that the lands shall be protected under article 97 of the Constitution, and (2) adjacent property as deemed necessary by the city of Newburyport for the purposes of integrating the waterfront park expansion with adjacent public parks, ways and infrastructure.

FURTHER ORDERED THAT, all proceeds from the dissolution of the Newburyport Redevelopment Authority be transferred into the *Waterfront Park Paid Parking Fund* forthwith.

Councillor Sharif I. Zeid

NEIGHBORHOOD & CITY SEVICES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

THAT the City Council of the City of Newburyport approve the attached Agreement between the Town of West Newbury and the City of Newburyport for Allocation of Costs for Evaluation, Design and Repair of The Plummer Spring Road/Middle Street Bridge.

Councillor Byron J. Lane

Councillor Barry N. Connell

In City Council June 29, 2020:

Motion to refer to P&D and N&CS. By Councillor Zeid seconded by Councillor Khan, so voted

Approve: _____

Donna D. Holaday, Mayor

Attest: _____

Richard B. Jones, City Clerk

Date: _____

**Agreement By and Between
The City of Newburyport and the Town of West Newbury
Regarding Allocation of Costs for Evaluation, Design and Repair of
The Plummer Spring Road/Middle Street Bridge**

This Agreement is made as of this ____ day of _____, 2020, by and between the City of Newburyport, a Massachusetts municipal corporation with its main office at City Hall, 60 Pleasant Street, Newburyport, MA 01950 (hereinafter referred to as “Newburyport”) and the Town of West Newbury, a Massachusetts municipal corporation with its main office at the 1910 Office Building, 381 Main Street, West Newbury, MA 01985 (hereinafter referred to as “West Newbury”).

RECITALS

Whereas, Newburyport and West Newbury in accordance with M.G.L. c. 40 §4A are authorized to enter into an agreement with another governmental unit to perform jointly or for that unit’s services, activities or undertakings which any of the contracting units is authorized by law to perform; and

Whereas, Newburyport and West Newbury desire to enter into an Agreement to share the costs to evaluate the condition of the Plummer Spring Road/Middle Street Bridge over the Artichoke Reservoir (the “Bridge”) situated on the border between Newburyport and West Newbury, and to share the costs of designing, bidding and making necessary repairs to the Bridge (the” Bridge Project”); and

Whereas, Newburyport and West Newbury both desire to work cooperatively in order to complete the repairs to the Bridge in the most expeditious fashion; and

Whereas, Newburyport has been authorized to enter into this agreement by vote of its City Council and approval of its Mayor; and

Whereas, West Newbury has been authorized to enter into this agreement by vote of its Board of Selectmen.

Now, therefore, in consideration of the mutual promises contained herein, Newburyport and West Newbury agree to the following terms, conditions and provisions.

1. **Effective Date and Term; Renewal:** This Agreement shall become effective when fully executed by Newburyport and West Newbury on the day first above written and shall continue, if

renewed in accordance with the provisions hereinafter contained, until the completion of the Bridge Project.

The initial term of this Agreement shall be one year from the date first written above. The parties shall review the status of the Bridge Project on an annual basis and may renew this Agreement with such amendments as are mutually agreed upon; provided, however, that in no event shall the term of this Agreement, including any renewal thereof, exceed five (5) years. Any renewal shall be executed by the Mayor of Newburyport on behalf of the City of Newburyport and the Town Manager of the Town of West Newbury on behalf of the Town of West Newbury.

2. **Cost Sharing; Estimated Project Cost:** Newburyport and West Newbury mutually agree that costs for all aspects of the Bridge Project, including but not limited to, the costs of evaluation, project design, permitting, bidding, scheduling, oversight, construction, and contractor payment, to the extent that work is not undertaken by employees of Newburyport or West Newbury (all of whose costs and expenses shall be paid by their respective employer) shall be divided equally between Newburyport and West Newbury, with each municipality responsible for fifty percent (50%) of such costs. To that end, Newburyport and West Newbury shall obtain the authorization of the other prior to incurring any such costs. Cost sharing shall pertain solely to work directly related to the Bridge Project, and shall be subject to appropriation.

The estimated Bridge project cost is contained in Appendix A attached to this Agreement. Funding, including any additional funding sources as described herein, shall be provided to address the costs as listed in Appendix A. Should additional funds for the Bridge Project in excess of this estimated cost be required, such additional costs shall be expressly subject to appropriation by both parties and any such additional costs shall be memorialized in an amendment to this Agreement authorized in Newburyport by vote of its City Council and approval of its Mayor and in West Newbury by vote of its Board of Selectmen. Periodic financial statements shall be issued to both parties with respect to expenditures undertaken for the Bridge Project.

Notwithstanding anything set forth above, each party reserves the right to petition for an apportionment of the costs associated with the Bridge Project in accordance with the provisions of M.G.L. Ch. 84 §2.

3. **Cooperation:** Newburyport and West Newbury agree to work together to complete the Bridge Project design, bidding and repair as expeditiously as possible. Newburyport and West Newbury agree to use diligent efforts to obtain without undue delay, any required local, state or federal permits, clearances, approvals, and/or waivers for the Bridge Project. Newburyport and West Newbury acknowledge that each party has received grant funding for the completion of the Bridge Project, Newburyport having received a MassDOT grant and West Newbury having

received a MassWorks grant, the terms and requirements of such grants being incorporated herein by reference. In the interest of complying with such grant requirements, the Bridge project is intended be completed by June 30, 2023, provided, however, that the parties may seek extension of such deadline from MassDOT.

4. **Liability:** Each party hereto shall be liable and responsible for the negligent or intentional acts of its employees, agents and contractors with respect to the Bridge Project, and shall hold each other harmless from any claims arising therefrom, to the extent permitted by law.

5. **Additional Funding Sources:** Newburyport and West Newbury agree to use their best efforts to secure such grants, reimbursements or other sources of funding for the Bridge Project. All such additional funding sources for the Bridge Project, whether received prior to or after the date of this Agreement shall reduce each party's obligations for costs by one half of the amount secured. The parties agree to comply with all terms and conditions set forth in such grants, reimbursements or other sources of funding.

6. **Notice and Change of Circumstances:** Each party shall promptly notify the other of any legal impediment, change of circumstances, including but not limited to changes in funding availability, insurance requirements, city or town approvals, or any condition or event which may adversely affect each party's ability to carry out any of its obligation, under this Agreement. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement to be made, given, furnished or filed with one party by another party shall be in writing and shall be delivered by hand or by certified mail, return receipt requested, or by overnight delivery service, in an envelope addressed to:

NEWBURYPORT:

Office of the Mayor
Newburyport City Hall
60 Pleasant Street
Newburyport, MA 01950

WEST NEWBURY:

Town Manager
1910 Office Building
381 Main Street
West Newbury, MA 01985

7. **Governing Law:** This Agreement is to be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

8. **Severability:** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulations.

9. **Modification and Amendment:** This Agreement may be modified or amended only by written mutual agreement of the parties as authorized in Newburyport by vote of its City Council and approval of its Mayor and in West Newbury by vote of its Board of Selectmen.

10. **Designation of Project Coordinator:** Newburyport and West Newbury shall each designate an employee to act as the Project Coordinator who will be the point of contact for all aspects of the Bridge Project for that party. Each Project Coordinator shall be copied on all correspondence or other communication with any third party involved in the Bridge Project. In the event of the temporary absence or unavailability of a Project Coordinator, the parties may designate a temporary Project Coordinator for the duration of such absence or unavailability.

11. **Oversight:** Newburyport and West Newbury agree that their respective employees, agents and officials shall have access to the Bridge during the pendency of this Agreement. Newburyport and West Newbury agree to promptly notify the other in the event that such party considers any work connected with the Bridge Project to be not in compliance with this Agreement, the Bridge Project contract issued pursuant to the joint IFB, or applicable federal, state or local laws and applicable regulations.

12. **Joint Invitation for Bids (“IFB”):** Newburyport and West Newbury shall prepare and advertise for a joint IFB for the construction of the Bridge Project and shall jointly open and evaluate bids and award a contract to the selected eligible and responsible bidder.

13. **Entire Agreement:** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

City of Newburyport

Town of West Newbury

Newburyport/West Newbury Bridge Project Agreement

Mayor
Duly authorized
By _____ vote of the
Newburyport City Council
_____, 2020

Angus Jennings, Town Manager
Duly authorized
By unanimous 3-0 vote of the
West Newbury Board of Selectmen
June 8, 2020

July 6, 2020

Jon-Eric White, PE
City Engineer
Department of Public Services
16C Perry Way
Newburyport, MA 01950

RE: MOU - Preliminary Cost Estimate

Dear Jon-Eric

Below is the preliminary cost estimate based on the 30% design status of the Plummer Spring Road/Middle Street Bridge Replacement. The estimate is for the bridge type selected at the September 23rd, 2019 public hearing.

- 45'-0" span spread box beam
- 24'-0" roadway width with one 5'-6" sidewalk
- and S3-TL4 bridge rail
- Overall width 32'-6"
- Integral abutment on piles
- Preliminary Cost Estimate = \$2.6 M

The preliminary cost estimate does not include a contingency. For budgeting purposes, the two communities may find it prudent to include a contingency. At this preliminary design stage MassDOT usually includes a 20% contingency for bridge projects of similar magnitude.

Sincerely,

BSC Group, Inc.



Micah Morrison, PE, SE
Manager of Structural Engineering

cc: Peter Reed

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Engineers

Environmental
Scientists

Custom Software
Developers

Landscape
Architects

Planners

Surveyors

PLANNING & DEVELOPMENT

June 29, 2020

THAT, the City Council of the City of Newburyport accepts with gratitude the following gift:

Donor: Mary Alice Arakelian Foundation

Amount: \$ 5,000

Purpose: Replacement of fence located at the State Street municipal parking lot and associated murals to be commissioned and attached to fence panels.

This gift is accepted in accordance with M.G.L. Chapter 44, Section 53A.

Councillor Charles F. Tontar

In City Council June 29, 2020:

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

June 29, 2020

THAT, the City Council of the City of Newburyport accepts with gratitude the following gift:

Donor: Institution for Savings

Amount: \$ 5,000

Purpose: Replacement of fence located at the State Street municipal parking lot and associated murals to be commissioned and attached to fence panels.

This gift is accepted in accordance with M.G.L. Chapter 44, Section 53A.

Councillor Charles F. Tontar

PUBLIC SAFETY

NEWBURYPORT CITY COUNCIL

A Resolution Reaffirming Support for Racial Equality

WHEREAS, it is the policy of the City of Newburyport to uphold the human rights of all persons regardless of race, color, religious creed, national origin, immigration status, sex, age, ancestry, sexual orientation, gender identity and expression, marital, family or military status, and source of income or disability; and

WHEREAS, on May 31, 2020 Mayor Donna D. Holaday and City Marshal Mark Murray, representing the leadership team of the City of Newburyport, denounced the egregious actions of the Minneapolis police officers and mourn the killing of George Floyd on May 25, 2020; and

WHEREAS, the Newburyport Police Department (NPD) remains committed to upholding the highest standards in policing, having been accredited by the Massachusetts Police Accreditation Commission since 2003, which includes 257 mandatory standards that include the prevention of bias based policing, use of force, hiring and training practices; and

WHEREAS, the City of Newburyport strives to be a welcoming city, where all people can feel protected, included, secure and safe; and

Whereas, the city of Newburyport recognizes there is an escalation of hatred, bigotry and overt racism in our country, we believe there are opportunities to learn and grow through public discourse and education, and

NOW, THEREFORE, BE IT RESOLVED:

That the City Council will work with the Newburyport Police Department alongside community leaders and advocates to understand the steps that have been taken and can be taken to provide effective public safety, while ensuring accountability not only to the City Council and Mayor's Office, but to the public as a whole and the community of Newburyport; and

THEREFORE, BE IT FURTHER RESOLVED:

That we, the members of the Newburyport City Council, will continue to support and further racial equality in the City of Newburyport through the Orders and Ordinances that are undertaken.

Joseph Devlin, At-Large City Councillor At-Large
Afroz Khan, At-Large City Councillor At-Large
Byron Lane, Ward 6 City Councillor
Heather Shand, Ward 3 City Councillor