

CITY COUNCIL MEETING AGENDA - VERSION 1
CITY COUNCIL CHAMBERS
SEPTEMBER 10, 2018

7:30PM

(Sound Check)

- 1. MOMENT OF SILENCE**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. LATE FILE ITEMS**
- 5. PUBLIC COMMENT**
- 6. BIRTHDAY ACKNOWLEDGEMENT – BYRON J. MATTHEWS**
- 7. MAYOR'S COMMENT**

CONSENT AGENDA

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

8. APPROVAL OF MINUTES

August 27, 2018

(Approve)

9. TRANSFERS

- NONE

10. COMMUNICATIONS

- **COMM082_09_10_18** FY2018 Year-End Financial Report

(B&F)

11. APPOINTMENTS

- **APPT050_09_10_18** Michael Falite 4 Caitlin Cir, Salisbury Police Department

**END OF CONSENT AGENDA
REGULAR AGENDA**

12. MAYOR'S UPDATE

13. APPOINTMENTS

Second Reading

- **APPT048_08_27_18** Lori Bunyan 96 Lime St Human Resources Director 1/1/2021

14. ORDERS

- **ORDR058_08_27_18** CPA Project #4, Slate Roof, Custom House (**TABLED**)

15. ORDINANCES

- NONE

16. COMMITTEE ITEMS

Budget & Finance

In Committee:

- **ORDR007_01_29_18** 41C Amendment
- **ORDR022_04_09_18** Local Retail Sales Tax on Marijuana
- **TRAN024_08_13_18** GEN Budget Contingency \$27,496.88 to Multiple \$27,496.88
- **TRAN025_08_13_18** ASR Travel Allowance \$3,300 to ASR Salary Assessor \$3,300
- **TRAN026_08_13_18** GEN Budget Contingency \$8,241.27 to Multiple \$8,241.27
- **COMM070_08_13_18** Trust Fund Repurposing – MH Simpson Trust
- **ORDR060_08_27_18** Host Agreement for Marijuana Cultivation **(COTW)**

Education

In Committee:

-

General Government

In Committee:

- **ODNC007_02_12_18** Amendment to Division 7 – City Solicitor
- **ORDR016_03_26_18** Naming of the Five (5) Nature Trails Contained in the Little River Trail System
- **COMM048_06_11_18** Ltr re: Marijuana Retailers Ballot Question

License & Permits

In Committee:

- **COMM029_04_30_18** Outdoor Seating - West Row Café
- **ODNC023_05_29_18** LATE FILE Amendment to Waterways Fee
- **COMM064_07_16_18** A-Frame - Sea Bags
- **COMM065_07_16_18** LATE FILE Outdoor Seating - Superfine Food
- **COMM071_08_13_18** Designated Driver Service
- **COMM075_08_13_18** Outdoor Seating – Souffles
- **COMM076_08_13_18** A-Frames – Keller Williams Realty
- **COMM081_08_27_18** A-Frame – Angry Donut

Neighborhoods and City Services

In Committee:

- **ORDR048_06_13_16** Sidewalk Order
- **COMM111_10_10_17** Petition for Road Repairs and Repaving – Squires Glen

Planning & Development

In Committee:

- **ODNC017_10_30_17** Zoning Amendment – No Use Variances **(COTW)**
- **ODNC003_01_29_18** Zoning - Amendment to Table of Use Regulations
- **ODNC008_02_12_18** Disposition of G. W. Brown School
- **ORDR024_04_09_18** Special Act to Dissolve Newburyport Redevelopment Authority **(COTW)**
- **COMM036_04_30_18** Memo re: Proposed Marijuana Zoning Amendments
- **ODNC014_04_30_18** Amendment to Demolition Delay
- **ODNC016_04_30_18** Marijuana Zoning - Retail Sales **(COTW)**
- **COMM042_05_14_18** Ltr re: Marijuana Moratorium
- **ORDR033_05_14_18** Adoption of Housing Production Plan
- **ORDR036_05_14_18** Marijuana Retailers Ballot Question

- **ORDR037_05_14_18** Lease of Coast Guard Auxiliary Building on Plum Island Point
- **ODNC024_06_11_18** Zoning Amendment - Marijuana Retail Sales Locations (**COTW**)
- **ORDR049_7_16_18** Preservation Restriction Agreement - 50-58 Middle Street
- **ORDR053_08_13_18** Preservation Restriction Agreement – 5 Moseley Ave
- **ORDR054_08_13_18** Preservation Restriction Agreement – 241 High Street
- **ODNC025_08_13_18** Colby Farm Lane Residential Overlay District
- **APPT049_08_27_18** Mark Moore – 67 Curzon Mill Rd, ZBA 8/1/2019

Public Safety

In Committee:

- **COMM020_03_12_18** Newburyport Half Marathon - 10/21/2018
- **ODNC009_02_12_18** Floating Homes, Houseboats, and Related Marinas
- **ORDR031_04_30_18** No Parking Titcomb from Pleasant to Merrimac
- **ORDR032_04_30_18** No Parking Merrimac St from Titcomb St Running Westerly
- **COMM047_05_29_18** Jeanne Geiger 27th Annual Walk Against Violence - 10/7/18
- **COMM047A_07_16_18** Jeanne Geiger Walk - change of date from 10/7/18 to 10/14/2018
- **COMM063_07_16_18** Ltr re: Ferry Road Traffic/Parking
- **ORDR047_7_16_18** No Parking Greenleaf Street at Auburn Street
- **COMM072_08_13_18** The Challenge 5K Freedom Run – 10/6/18
- **COMM073_08_13_18** Bartlet Mall Day – 10/6/18
- **COMM074_08_13_18** Walk for our Poor – 9/29/18
- **ORDR051_08_13_18** Restricted Parking – Fair Street Along Fair Street
- **COMM078_08_27_18** Party Like it's 1768 / Central Cong. Church - 9/15/2018
- **ORDR059_08_27_18** Parking Hales Court, Waterfront Trust

Public Utilities

In Committee:

- **COMM122_11_27_17** Mobilitie Application/Small Cell Utility Petition (re-file)
- **ODNC022_05_29_18** Addition to Chapter 5, Article 6 - Small Cell Sites
- **APPT044_05_29_18** Roger E. Jones 37 Storeybrooke Dr Water/Sewer Comm 5/1/2023
- **ORDR055_08_13_18** Grant of Easement – Massachusetts Electric Company

Rules Committee

In Committee:

- **ORDR057_08_27_18** Amendment to Council Rule 12A

17. GOOD OF THE ORDER

18. ADJOURNMENT

CONSENT AGENDA

CITY COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS
AUGUST 27, 2018

7:30PM

The City Council President, Barry Connell, called the meeting to order at 7:30pm, followed by the Pledge of Allegiance. The City Council President then instructed the City Clerk to call the roll. The following Councillors answered present: OBrien, Shand, Tontar, Vogel, Zeid, Devlin, Earls, Eigerman, Giunta, Khan, Connell. 11 present.

(Sound Check)

- 1. MOMENT OF SILENCE**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. LATE FILE ITEMS** – Updated Certificate of Insurance for Riverfest
- 5. PUBLIC COMMENT**
- 6. MAYOR'S COMMENT**

The Mayor gave an update pursuant to her written communication.

CONSENT AGENDA

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

7. APPROVAL OF MINUTES

August 13, 2018

(Approve)

8. COMMUNICATIONS

- **COMM078_08_27_18** Party Like it's 1768 / Central Cong. Church - 9/15/2018 (PS)
- **COMM081_08_27_18** A-Frame – Angry Donut (L&P)

9. APPOINTMENTS

• APPT048_08_27_18	Lori Bunyan	96 Lime St	Human Resources Director	1/1/2021
---------------------------	-------------	------------	--------------------------	----------

To Be Referred to Planning & Development

• APPT049_08_27_18	Mark Moore	67 Curzon Mill Rd	Zoning Board of Appeals	8/1/2019
---------------------------	------------	-------------------	-------------------------	----------

END OF CONSENT AGENDA
REGULAR AGENDA

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

10. MAYOR'S UPDATE

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

11. COMMUNICATIONS

Motion to take COMM069, COMM077, and COMM079 together by Councillor Zeid, seconded by Councillor Vogel. Roll call vote, 11 yes. Motion passed. *Five minute recess* Motion to approve by

Councillor Vogel, seconded by Councillor OBrien. Motion to amend, to add addendum with language from the city solicitor in paragraph 1 (“Permittees shall be jointly and severally responsible for and shall pay to the City all costs and expenses reasonably incurred by the City with respect to the event, such fee to include but not be limited to all police, fire, emergency response, and administrative costs and expenses, currently estimated to be but not limited to forty thousand dollars \$40,000, said amount to be paid to the City no later than sixty (60) days after date of the event. Any amount paid by Permittees in excess of the City’s actual reasonable costs shall be reimbursed to the Permittees. Permittees shall be responsible to pay to the City any costs in excess of the amount stated above”) by Councillor Eigerman, seconded by Councillor Vogel. Roll call vote, 11 yes. Motion passed. Motion to approve as amended by Councillor Vogel, seconded by Councillor OBrien. Roll call vote, 8 yes, 3 no (OBrien, Vogel, Zeid). Motion passed.

- **COMM069_08_13_18** Riverfront Music Festival - 9/1/18 – Continued from August 13, 2018
- **COMM077_08_27_18** Ltr from Marshal Mark Murray re: Riverfest
Removed from Consent Agenda by Councillor Connell.
- **COMM079_08_27_18** Addendum Riverfront Music Festival Event App

12. APPOINTMENTS

Second Reading - NONE

13. ORDERS

- **ORDR057_08_27_18** Amendment to Council Rule 12A
Motion to refer to Rules by Councillor Zeid, seconded by Councillor Eigerman. So voted.
- **ORDR058_08_27_18** CPA Project #4, Slate Roof, Custom House
Motion to table by Councillor Vogel, seconded by Councillor Tontar. Roll call vote, 10 yes, 1 no (Zeid). Motion passed.
- **ORDR059_08_27_18** Parking Hales Court, Waterfront Trust
Motion to refer to Public Safety by Councillor Zeid, seconded by Councillor Khan. So voted.
- **ORDR060_08_27_18** Host Agreement for Marijuana Cultivation
Motion to refer to Public Safety by Councillor Zeid, seconded by Councillor Tontar. Withdrawn. Motion to refer to Budget & Finance and Committee of the Whole by Councillor Tontar, seconded by Councillor Khan. Roll call vote, 6 yes, 5 no (OBrien, Earls, Eigerman, Giunta, Connell). Motion passed.

14. ORDINANCES

- **ODNC020_05_14_18** Amendment to Chapter 11, Parks & Recreation (**2nd reading**)
Motion to approve second reading by Councillor Zeid, seconded by Councillor Tontar. Roll call vote, 9 yes, 2 no (OBrien, Giunta). Motion passed.

16. COMMITTEE ITEMS

Budget & Finance

In Committee:

- **ORDR007_01_29_18** 41C Amendment
- **ORDR022_04_09_18** Local Retail Sales Tax on Marijuana
- **TRAN024_08_13_18** GEN Budget Contingency \$27,496.88 to Multiple \$27,496.88
- **TRAN025_08_13_18** ASR Travel Allowance \$3,300 to ASR Salary Assessor \$3,300
- **TRAN026_08_13_18** GEN Budget Contingency \$8,241.27 to Multiple \$8,241.27
- **COMM070_08_13_18** Trust Fund Repurposing – MH Simpson Trust

Education

In Committee:

-

General Government

In Committee:

- ODNC007_02_12_18 Amendment to Division 7 – City Solicitor
- ORDR016_03_26_18 Naming of the Five (5) Nature Trails Contained in the Little River Trail System
- COMM048_06_11_18 Ltr re: Marijuana Retailers Ballot Question

License & Permits

In Committee:

- COMM029_04_30_18 Outdoor Seating - West Row Café
- ODNC023_05_29_18 LATE FILE Amendment to Waterways Fee
- COMM065_07_16_18 LATE FILE Outdoor Seating - Superfine Food
- COMM064_07_16_18 A-Frame - Sea Bags
- COMM071_08_13_18 Designated Driver Service
- COMM075_08_13_18 Outdoor Seating – Souffles
- COMM076_08_13_18 A-Frames – Keller Williams Realty

Neighborhoods and City Services

In Committee:

- ORDR048_06_13_16 Sidewalk Order
- COMM111_10_10_17 Petition for Road Repairs and Repaving – Squires Glen

Planning & Development

In Committee:

- ODNC017_10_30_17 Zoning Amendment – No Use Variances **(COTW)**
- ODNC003_01_29_18 Zoning - Amendment to Table of Use Regulations
- ODNC008_02_12_18 Disposition of G. W. Brown School
- ORDR024_04_09_18 Special Act to Dissolve Newburyport Redevelopment Authority **(COTW)**
- COMM036_04_30_18 Memo re: Proposed Marijuana Zoning Amendments
- ODNC014_04_30_18 Amendment to Demolition Delay
- ODNC016_04_30_18 Marijuana Zoning - Retail Sales **(COTW)**
- COMM042_05_14_18 Ltr re: Marijuana Moratorium
- ORDR033_05_14_18 Adoption of Housing Production Plan
- ORDR036_05_14_18 Marijuana Retailers Ballot Question
- ORDR037_05_14_18 Lease of Coast Guard Auxiliary Building on Plum Island Point
- ODNC024_06_11_18 Zoning Amendment - Marijuana Retail Sales Locations **(COTW)**
- ORDR049_7_16_18 Preservation Restriction Agreement - 50-58 Middle Street
- ORDR053_08_13_18 Preservation Restriction Agreement – 5 Moseley Ave
- ORDR054_08_13_18 Preservation Restriction Agreement – 241 High Street
- ODNC025_08_13_18 Colby Farm Lane Residential Overlay District

Public Safety

In Committee:

- COMM020_03_12_18 Newburyport Half Marathon - 10/21/2018
- ODNC009_02_12_18 Floating Homes, Houseboats, and Related Marinas
- ORDR031_04_30_18 No Parking Titcomb from Pleasant to Merrimac
- ORDR032_04_30_18 No Parking Merrimac St from Titcomb St Running Westerly

- **COMM047_05_29_18** Jeanne Geiger 27th Annual Walk Against Violence - 10/7/18
- **COMM047A_07_16_18** Jeanne Geiger Walk - change of date from 10/7/18 to 10/14/2018
- **COMM063_07_16_18** Ltr re: Ferry Road Traffic/Parking
- **ORDR047_7_16_18** No Parking Greenleaf Street at Auburn Street
- **COMM072_08_13_18** The Challenge 5K Freedom Run – 10/6/18
- **COMM073_08_13_18** Bartlet Mall Day – 10/6/18
- **COMM074_08_13_18** Walk for our Poor – 9/29/18
- **ORDR051_08_13_18** Restricted Parking – Fair Street Along Fair Street

Public Utilities

In Committee:

- **COMM122_11_27_17** Mobilitie Application/Small Cell Utility Petition (re-file)
- **ODNC022_05_29_18** Addition to Chapter 5, Article 6 - Small Cell Sites
- **APPT044_05_29_18** Roger E. Jones 37 Storeybrooke Dr Water/Sewer Comm 5/1/2023
- **ORDR052_08_13_18** Lawn Barber, Inc. – Licensed Contractor
Motion to remove from Public Utilities and approve by Councillor Zeid, seconded by Councillor OBrien. So voted.
- **ORDR055_08_13_18** Grant of Easement – Massachusetts Electric Company

Rules Committee

In Committee:

•

17. GOOD OF THE ORDER

Councillor OBrien remembered Dot Salvatore and Dottie MacDonald.

18. ADJOURNMENT

Motion to adjourn by Councillor OBrien, seconded by Councillor Zeid. So voted. 9:11pm.

COMMUNICATIONS



CITY OF NEWBURYPORT
FINANCE DEPARTMENT
 60 PLEASANT STREET • P.O. BOX 550
 NEWBURYPORT, MA 01950
 (978) 465-4404 • (978) 462-3257 (FAX)
 WWW.CITYOFNEWBURYPORT.COM

RECEIVED
 CITY CLERK'S OFFICE
 NEWBURYPORT, MA

2018 SEP -4 PM 1:13

DONNA D. HOLADAY
 MAYOR

ETHAN R. MANNING
 FINANCE DIRECTOR/CITY AUDITOR

To: Mayor Donna D. Holaday
 President and Members of the Newburyport City Council

From: Ethan R. Manning, Finance Director/City Auditor

Date: September 4, 2018

Subject: FY2018 Year-End Financial Report

The fiscal year 2018 year-end financial report is presented to the Mayor and City Council as a preliminary look at the City of Newburyport's financial performance over the past year prior to the release of the audited financial statements. This report compares original and revised appropriations/estimates to actual expenditures and collections for the General Fund, as well as, Water, Sewer and Harbormaster Enterprise Funds for the year-ending June 30, 2018.

FY2018 Expenditures

Expenditures within the General Fund and Enterprise Funds were made within the budgetary appropriations approved by the City Council. Remaining and unrestricted appropriations from fiscal year 2018, totaling \$1,098,004, will be a positive factor in the Free Cash and Retained Earnings calculations as of July 1, 2018. Below is a summary of the year-end expenditures by fund, which is broken out in greater detail in the reports that follow:

	REVISED BUDGET	FY2018 EXPENDED	FY2018 ENCUMB.	REMAINING BUDGET	% USED
001 GENERAL FUND	\$64,419,196	\$61,483,071	2,440,957	\$495,167	99.2%
060 WATER ENTERPRISE FUND	\$5,107,870	\$4,721,688	146,517	\$239,665	95.3%
061 SEWER ENTERPRISE FUND	\$7,060,654	\$6,596,710	119,768	\$344,177	95.1%
6520 HARBORMASTER ENTERPRISE FUND	\$472,324	\$453,329	0	\$18,996	96.0%
TOTAL BUDGETARY FUNDS	\$77,060,044	\$73,254,799	2,707,242	\$1,098,004	98.6%

FY2018 Revenue

Total revenue for the budgetary funds exceeded estimates for FY2018 with collections at 101.3% of estimated revenue. The General Fund and Enterprise Funds all exceeded their FY2017 estimates. Below is a summary of the year-end revenue by fund, which is broken out in greater detail in the reports that follow:

	ESTIMATE	ACTUAL	OVER/(BELOW)	% OF ESTIMATE
001 GENERAL FUND	\$64,310,893	\$65,003,369	\$692,476	101.1%
060 WATER ENTERPRISE FUND	\$5,107,870	\$5,253,640	\$145,770	102.9%
061 SEWER ENTERPRISE FUND	\$6,385,654	\$6,537,286	\$151,631	102.4%
6520 HARBORMASTER ENTERPRISE FUND	\$467,830	\$491,483	\$23,653	105.1%
TOTAL BUDGETARY FUNDS	\$76,272,247	\$77,285,777	\$1,013,530	101.3%

Once the Massachusetts Department of Revenue verifies and certifies the City's year-end financial results later this fall, funds will be available for any legal expenditure at the recommendation of the Mayor and approval of a majority vote of the City Council. All financial information contained in this report is presented on an unaudited basis and, as such, is subject to further adjustment until finalized. The audited financial statements will be filed with the City Clerk no later than March 1, 2019 in accordance with the City Charter.

Please feel free to contact me if you have any questions.

Attachments:

- Year-End Financial Overview (page 1)
- Expenditure Summary (page 2)
- Expenditures by Budget Category (page 3)
- Revenue Summary (page 8)
- Revenue by Category (page 9)



City of Newburyport FY2018 Year-End Financial Overview

Expenditures

	FY2016		FY2017		FY2018	
	Remaining Budget	% Used	Remaining Budget	% Used	Remaining Budget	% Used
001 GENERAL FUND	\$684,270	98.8%	\$571,356	99.1%	\$495,167	99.2%
060 WATER ENTERPRISE FUND	\$336,680	93.7%	\$206,358	96.1%	\$239,665	95.3%
061 SEWER ENTERPRISE FUND	\$537,679	92.7%	\$289,058	95.6%	\$344,177	95.1%
6520 HARBORMASTER ENTERPRISE FUND	\$60,552	83.5%	\$13,902	96.8%	\$18,996	96.0%
TOTAL BUDGETARY FUNDS	\$1,619,181	97.8%	\$1,080,674	98.5%	\$1,098,004	98.6%

Remaining Budget

(Top Ten Drivers: General Fund)

	Remaining Budget	Driver
421 PUBLIC SERVICES DEPARTMENT	\$170,474	Vacancies/overtime/electrical costs
914 INSURANCE GROUP	\$151,938	Variability of enrollment
543 VETERANS' DEPARTMENT	\$43,327	Fewer veterans qualifying for benefits
152 HUMAN RESOURCES	\$23,075	Fewer unemployment claims
720 ORDINARY DEBT SERVICE	\$14,943	Short term interest was lower than budgeted
542 YOUTH SERVICES	\$13,128	Less spent from budget due to Tower Grant
610 LIBRARY DEPARTMENT	\$10,892	Staff vacancies
182 PLANNING & DEVELOPMENT	\$9,833	Staff vacancy
145 TREASURER'S DEPARTMENT	\$9,617	Fewer tax title expenses
210 POLICE DEPARTMENT	\$9,098	Staff vacancies
Total	\$456,326	

Revenue

	FY2016 Actual	FY2017 Actual	FY2018 Estimate	FY2018 Actual	\$ Over Estimate	% Of Estimate	% Over Prior Year
001 GENERAL FUND							
412 REAL ESTATE TAX REVENUE	\$49,470,173	\$51,563,374	\$54,348,166	\$53,946,873	-\$401,293	99.3%	4.6%
411 PER PROP TAX REVENUE	\$644,788	\$662,533	\$663,951	\$664,093	\$142	100.0%	0.2%
401 MOTOR VEHICLE EXCISE	\$2,620,498	\$2,707,801	\$2,450,000	\$2,710,467	\$260,467	110.6%	0.1%
402 OTHER EXCISE	\$717,374	\$920,895	\$845,000	\$963,447	\$118,447	114.0%	4.6%
403 PEN/INT ON TAX & EXCISE	\$331,595	\$296,694	\$290,000	\$370,159	\$80,159	127.6%	24.8% (1)
404 PAYMENT IN LIEU TAXES	\$100,377	\$61,351	\$60,000	\$62,612	\$2,612	104.4%	2.1%
410 FEES	\$462,106	\$342,048	\$340,000	\$402,086	\$62,086	118.3%	17.6% (2)
416 OTHER DEPARTMENT REVENUE	\$57,623	\$64,393	\$55,000	\$61,392	\$6,392	111.6%	-4.7%
417 LICENSES/PERMITS	\$1,071,855	\$1,011,209	\$700,000	\$964,669	\$264,669	137.8%	-4.6%
419 FINES & FORFEITS	\$14,586	\$13,994	\$10,000	\$13,856	\$3,856	138.6%	-1.0%
420 INVESTMENT INCOME	\$49,074	\$60,015	\$45,000	\$130,350	\$85,350	289.7%	117.2% (3)
421 MISCELLANEOUS RECURRING	\$270,258	\$303,190	\$238,000	\$288,018	\$50,018	121.0%	-5.0%
422 MISCELLANEOUS NON-RECURRING	\$261,156	\$172,574	\$0	\$62,824	\$62,824		-63.6% (4)
460 STATE AID	\$4,045,959	\$4,311,955	\$4,265,776	\$4,362,522	\$96,746	102.3%	1.2%
TOTAL GENERAL FUND	\$60,117,422	\$62,492,027	\$64,310,893	\$65,052,050	\$741,157	101.2%	4.1%
WATER ENTERPRISE FUND	\$5,452,066	\$5,485,689	\$5,107,870	\$5,253,640	\$145,770	102.9%	-4.2%
SEWER ENTERPRISE FUND	\$6,446,941	\$6,791,900	\$6,385,654	\$6,537,286	\$151,631	102.4%	-3.7%
HARBORMASTER ENTERPRISE FUND	\$433,718	\$498,615	\$467,830	\$491,483	\$23,653	105.1%	-1.4%
TOTAL BUDGETARY FUNDS	\$72,450,147	\$75,268,230	\$76,272,247	\$77,285,777	\$1,013,530	101.3%	2.7%

(1) Higher tax billings, as well as, penalties/interest on tax titles.

(2) Higher tax title collections.

(3) Improved returns and higher cash balances from borrowings.

(4) Fewer one-time receipts in FY18.



City of Newburyport
FY2018 Year-End Expenditure Summary

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	FY2018 EXPENDED	FY2018 ENCUMB.	REMAINING BUDGET	% USED
001 GENERAL FUND							
111 CITY COUNCIL	\$67,444	\$4,000	\$71,444	\$71,431	0	\$13	100.0%
121 MAYOR'S DEPARTMENT	\$287,230	\$0	\$287,230	\$285,744	1,350	\$136	100.0%
129 GENERAL ADMINISTRATION	\$430,009	-\$67,662	\$362,347	\$356,421	54	\$5,871	98.4%
135 AUDITOR'S DEPARTMENT	\$321,417	\$0	\$321,417	\$316,783	4,598	\$35	100.0%
141 ASSESSORS DEPARTMENT	\$222,307	\$0	\$222,307	\$221,495	0	\$812	99.6%
145 TREASURER'S DEPARTMENT	\$296,266	\$0	\$296,266	\$285,649	1,000	\$9,617	96.8%
151 INFO TECHNOLOGY DEPT	\$308,813	\$0	\$308,813	\$306,295	2,404	\$113	100.0%
152 HUMAN RESOURCES	\$291,732	\$0	\$291,732	\$268,657	0	\$23,075	92.1%
161 CITY CLERK'S DEPARTMENT	\$252,997	\$0	\$252,997	\$251,659	760	\$578	99.8%
163 BOARD OF REGISTRARS	\$44,165	\$5,000	\$49,165	\$49,008	0	\$157	99.7%
165 LICENSE COMMISSION	\$6,340	\$1,410	\$7,750	\$7,750	0	\$0	100.0%
171 CONSERVATION COMMISSION	\$1,800	\$0	\$1,800	\$1,800	0	\$0	100.0%
175 PLANNING BOARD	\$1,800	\$0	\$1,800	\$1,800	0	\$0	100.0%
176 ZONING BOARD	\$1,800	\$0	\$1,800	\$1,800	0	\$0	100.0%
182 PLANNING & DEVELOPMENT	\$319,798	\$0	\$319,798	\$309,965	0	\$9,833	96.9%
191 LEGAL DEPARTMENT	\$70,000	\$30,000	\$100,000	\$96,395	3,605	\$0	100.0%
210 POLICE DEPARTMENT	\$3,588,935	\$76,212	\$3,665,147	\$3,656,049	0	\$9,098	99.8%
220 FIRE DEPARTMENT	\$3,644,887	\$85,000	\$3,729,887	\$3,722,127	4,847	\$2,914	99.9%
241 BUILDING DEPARTMENT	\$178,038	\$0	\$178,038	\$171,513	0	\$6,525	96.3%
291 EMERGENCY MANAGEMENT	\$29,100	\$0	\$29,100	\$26,077	304	\$2,719	90.7%
292 ANIMAL CONTROL	\$65,327	\$0	\$65,327	\$60,451	2,840	\$2,036	96.9%
293 PARKING CLERK DEPARTMENT	\$48,153	\$0	\$48,153	\$43,502	0	\$4,651	90.3%
300 SCHOOL DEPARTMENT	\$28,651,701	-\$20,000	\$28,631,701	\$26,465,100	2,166,601	\$0	100.0%
398 ESSEX NORTH SHORE TECH SCHOOL	\$73,000	-\$15,500	\$57,500	\$55,818	0	\$1,682	97.1%
399 WHITTIER VO TECH SCHOOL	\$568,149	\$0	\$568,149	\$568,149	0	\$0	100.0%
421 PUBLIC SERVICES DEPARTMENT	\$2,841,055	\$158,173	\$2,999,228	\$2,673,317	155,437	\$170,474	94.3%
423 SNOW & ICE	\$200,000	\$191,819	\$391,819	\$391,819	0	\$0	100.0%
510 HEALTH DEPARTMENT	\$218,045	\$0	\$218,045	\$207,327	4,022	\$6,697	96.9%
519 SUSTAINABILITY	\$1,221,369	\$60,000	\$1,281,369	\$1,188,883	91,527	\$958	99.9%
541 COUNCIL ON AGING	\$303,633	\$0	\$303,633	\$300,689	0	\$2,945	99.0%
542 YOUTH SERVICES	\$279,604	\$15,000	\$294,604	\$279,869	1,607	\$13,128	95.5%
543 VETERANS' DEPARTMENT	\$305,761	\$0	\$305,761	\$262,433	0	\$43,327	85.8%
610 LIBRARY DEPARTMENT	\$1,352,886	\$0	\$1,352,886	\$1,341,994	0	\$10,892	99.2%
630 PARKS COMMISSION	\$206,367	\$0	\$206,367	\$206,367	0	\$0	100.0%
691 HISTORICAL COMMISSION	\$1,800	\$0	\$1,800	\$1,800	0	\$0	100.0%
710 DEBT EXCLUSION	\$3,166,609	\$0	\$3,166,609	\$3,166,609	0	\$0	100.0%
720 ORDINARY DEBT SERVICE	\$820,282	\$0	\$820,282	\$805,338	0	\$14,943	98.2%
911 RETIREMENT BOARD	\$3,924,742	\$0	\$3,924,742	\$3,924,742	0	\$0	100.0%
914 INSURANCE GROUP	\$9,404,704	-\$124,960	\$9,279,744	\$9,127,806	0	\$151,938	98.4%
921 COMMISSION ON DISABILITY	\$2,640	\$0	\$2,640	\$2,640	0	\$0	100.0%
001 GENERAL FUND Total	\$64,020,704	\$398,492	\$64,419,196	\$61,483,071	2,440,957	\$495,167	99.2%
060 WATER ENTERPRISE FUND Total	\$5,107,870	\$0	\$5,107,870	\$4,721,688	146,517	\$239,665	95.3%
061 SEWER ENTERPRISE FUND Total	\$7,060,654	\$0	\$7,060,654	\$6,596,710	119,768	\$344,177	95.1%
6520 HARBORMASTER ENTERPRISE FUND Total	\$467,830	\$4,494	\$472,324	\$453,329	0	\$18,996	96.0%
TOTAL BUDGETARY FUNDS	\$76,657,058	\$402,986	\$77,060,044	\$73,254,799	2,707,242	\$1,098,004	98.6%



City of Newburyport
FY2018 Year-End Expenditures by Budget Category

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	FY2018 EXPENDED	FY2018 ENCUMB.	REMAINING BUDGET	% USED
001 GENERAL FUND							
111 CITY COUNCIL							
001 PERSONNEL SERVICES	\$60,944	\$0	\$60,944	\$60,931	0	\$13	100.0%
002 PURCHASE OF SERVICES	\$6,500	\$4,000	\$10,500	\$10,500	0	\$0	100.0%
111 CITY COUNCIL Total	\$67,444	\$4,000	\$71,444	\$71,431	0	\$13	100.0%
121 MAYOR'S DEPARTMENT							
001 PERSONNEL SERVICES	\$232,230	\$0	\$232,230	\$232,094	0	\$136	99.9%
002 PURCHASE OF SERVICES	\$40,000	\$0	\$40,000	\$40,000	0	\$0	100.0%
007 OTHER CHARGES & EXPENSES	\$15,000	\$0	\$15,000	\$13,650	1,350	\$0	100.0%
121 MAYOR'S DEPARTMENT Total	\$287,230	\$0	\$287,230	\$285,744	1,350	\$136	100.0%
129 GENERAL ADMINISTRATION							
001 PERSONNEL SERVICES	\$13,500	\$0	\$13,500	\$8,057	0	\$5,443	59.7%
002 PURCHASE OF SERVICES	\$150,500	\$8,550	\$159,050	\$158,662	54	\$333	99.8%
004 SUPPLIES	\$9,000	\$0	\$9,000	\$9,000	0	\$0	100.0%
007 OTHER CHARGES & EXPENSES	\$257,009	-\$76,212	\$180,797	\$180,702	0	\$95	99.9%
129 GENERAL ADMINISTRATION Total	\$430,009	-\$67,662	\$362,347	\$356,421	54	\$5,871	98.4%
135 AUDITOR'S DEPARTMENT							
001 PERSONNEL SERVICES	\$272,927	\$0	\$272,927	\$272,927	0	\$0	100.0%
002 PURCHASE OF SERVICES	\$46,500	\$0	\$46,500	\$41,902	4,598	\$0	100.0%
004 SUPPLIES	\$1,500	\$0	\$1,500	\$1,500	0	\$0	100.0%
007 OTHER CHARGES & EXPENSES	\$490	\$0	\$490	\$455	0	\$35	92.9%
135 AUDITOR'S DEPARTMENT Total	\$321,417	\$0	\$321,417	\$316,783	4,598	\$35	100.0%
141 ASSESSORS DEPARTMENT							
001 PERSONNEL SERVICES	\$202,562	\$0	\$202,562	\$202,562	0	\$0	100.0%
002 PURCHASE OF SERVICES	\$15,720	\$0	\$15,720	\$15,245	0	\$475	97.0%
004 SUPPLIES	\$3,325	\$0	\$3,325	\$3,000	0	\$325	90.2%
007 OTHER CHARGES & EXPENSES	\$700	\$0	\$700	\$688	0	\$12	98.3%
141 ASSESSORS DEPARTMENT Total	\$222,307	\$0	\$222,307	\$221,495	0	\$812	99.6%
145 TREASURER'S DEPARTMENT							
001 PERSONNEL SERVICES	\$251,916	\$0	\$251,916	\$250,235	0	\$1,681	99.3%
002 PURCHASE OF SERVICES	\$38,700	\$0	\$38,700	\$30,026	1,000	\$7,674	80.2%
004 SUPPLIES	\$3,800	\$0	\$3,800	\$3,738	0	\$62	98.4%
007 OTHER CHARGES & EXPENSES	\$1,850	\$0	\$1,850	\$1,650	0	\$200	89.2%
145 TREASURER'S DEPARTMENT Total	\$296,266	\$0	\$296,266	\$285,649	1,000	\$9,617	96.8%
151 INFO TECHNOLOGY DEPT							
001 PERSONNEL SERVICES	\$92,928	\$0	\$92,928	\$92,927	0	\$0	100.0%
002 PURCHASE OF SERVICES	\$213,885	\$0	\$213,885	\$211,368	2,404	\$113	99.9%
004 SUPPLIES	\$2,000	\$0	\$2,000	\$2,000	0	\$0	100.0%
151 INFO TECHNOLOGY DEPT Total	\$308,813	\$0	\$308,813	\$306,295	2,404	\$113	100.0%
152 HUMAN RESOURCES							
001 PERSONNEL SERVICES	\$146,369	\$0	\$146,369	\$144,734	0	\$1,635	98.9%
002 PURCHASE OF SERVICES	\$143,663	\$0	\$143,663	\$122,281	0	\$21,382	85.1%
004 SUPPLIES	\$1,500	\$0	\$1,500	\$1,444	0	\$56	96.2%
007 OTHER CHARGES & EXPENSES	\$200	\$0	\$200	\$199	0	\$1	99.5%
152 HUMAN RESOURCES Total	\$291,732	\$0	\$291,732	\$268,657	0	\$23,075	92.1%

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	FY2018 EXPENDED	FY2018 ENCUMB.	REMAINING BUDGET	% USED
161 CITY CLERK'S DEPARTMENT							
001 PERSONNEL SERVICES	\$240,897	\$0	\$240,897	\$240,876	0	\$21	100.0%
002 PURCHASE OF SERVICES	\$12,100	\$0	\$12,100	\$10,783	760	\$557	95.4%
161 CITY CLERK'S DEPARTMENT Total	\$252,997	\$0	\$252,997	\$251,659	760	\$578	99.8%
163 BOARD OF REGISTRARS							
001 PERSONNEL SERVICES	\$4,165	\$0	\$4,165	\$4,164	0	\$1	100.0%
007 OTHER CHARGES & EXPENSES	\$40,000	\$5,000	\$45,000	\$44,844	0	\$156	99.7%
163 BOARD OF REGISTRARS Total	\$44,165	\$5,000	\$49,165	\$49,008	0	\$157	99.7%
165 LICENSE COMMISSION							
001 PERSONNEL SERVICES	\$5,340	\$900	\$6,240	\$6,240	0	\$0	100.0%
007 OTHER CHARGES & EXPENSES	\$1,000	\$510	\$1,510	\$1,510	0	\$0	100.0%
165 LICENSE COMMISSION Total	\$6,340	\$1,410	\$7,750	\$7,750	0	\$0	100.0%
171 CONSERVATION COMMISSION							
001 PERSONNEL SERVICES	\$1,800	\$0	\$1,800	\$1,800	0	\$0	100.0%
171 CONSERVATION COMMISSION Total	\$1,800	\$0	\$1,800	\$1,800	0	\$0	100.0%
175 PLANNING BOARD							
001 PERSONNEL SERVICES	\$1,800	\$0	\$1,800	\$1,800	0	\$0	100.0%
175 PLANNING BOARD Total	\$1,800	\$0	\$1,800	\$1,800	0	\$0	100.0%
176 ZONING BOARD							
001 PERSONNEL SERVICES	\$1,800	\$0	\$1,800	\$1,800	0	\$0	100.0%
176 ZONING BOARD Total	\$1,800	\$0	\$1,800	\$1,800	0	\$0	100.0%
182 PLANNING & DEVELOPMENT							
001 PERSONNEL SERVICES	\$303,248	\$0	\$303,248	\$293,517	0	\$9,731	96.8%
002 PURCHASE OF SERVICES	\$12,000	\$0	\$12,000	\$11,899	0	\$102	99.2%
004 SUPPLIES	\$4,550	\$0	\$4,550	\$4,550	0	\$0	100.0%
182 PLANNING & DEVELOPMENT Total	\$319,798	\$0	\$319,798	\$309,965	0	\$9,833	96.9%
191 LEGAL DEPARTMENT							
002 PURCHASE OF SERVICES	\$70,000	\$30,000	\$100,000	\$96,395	3,605	\$0	100.0%
191 LEGAL DEPARTMENT Total	\$70,000	\$30,000	\$100,000	\$96,395	3,605	\$0	100.0%
210 POLICE DEPARTMENT							
001 PERSONNEL SERVICES	\$3,256,523	\$76,212	\$3,332,735	\$3,327,360	0	\$5,375	99.8%
002 PURCHASE OF SERVICES	\$167,062	-\$6,000	\$161,062	\$160,270	0	\$792	99.5%
004 SUPPLIES	\$89,600	-\$22,581	\$67,019	\$64,192	0	\$2,827	95.8%
007 OTHER CHARGES & EXPENSES	\$14,750	\$0	\$14,750	\$14,750	0	\$0	100.0%
008 CAPITAL OUTLAY	\$61,000	\$28,581	\$89,581	\$89,478	0	\$103	99.9%
210 POLICE DEPARTMENT Total	\$3,588,935	\$76,212	\$3,665,147	\$3,656,049	0	\$9,098	99.8%
220 FIRE DEPARTMENT							
001 PERSONNEL SERVICES	\$3,411,437	\$85,000	\$3,496,437	\$3,496,437	0	\$0	100.0%
002 PURCHASE OF SERVICES	\$171,500	\$0	\$171,500	\$168,979	2,520	\$1	100.0%
004 SUPPLIES	\$56,500	\$0	\$56,500	\$52,748	2,327	\$1,425	97.5%
007 OTHER CHARGES & EXPENSES	\$5,450	\$0	\$5,450	\$3,962	0	\$1,488	72.7%
220 FIRE DEPARTMENT Total	\$3,644,887	\$85,000	\$3,729,887	\$3,722,127	4,847	\$2,914	99.9%
241 BUILDING DEPARTMENT							
001 PERSONNEL SERVICES	\$177,038	\$0	\$177,038	\$170,513	0	\$6,525	96.3%

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	FY2018 EXPENDED	FY2018 ENCUMB.	REMAINING BUDGET	% USED
002 PURCHASE OF SERVICES	\$1,000	\$0	\$1,000	\$1,000	0	\$0	100.0%
241 BUILDING DEPARTMENT Total	\$178,038	\$0	\$178,038	\$171,513	0	\$6,525	96.3%
291 EMERGENCY MANAGEMENT							
001 PERSONNEL SERVICES	\$14,000	\$0	\$14,000	\$14,000	0	\$0	100.0%
002 PURCHASE OF SERVICES	\$12,000	\$0	\$12,000	\$10,795	304	\$901	92.5%
004 SUPPLIES	\$1,100	\$0	\$1,100	\$996	0	\$104	90.6%
007 OTHER CHARGES & EXPENSES	\$2,000	\$0	\$2,000	\$286	0	\$1,714	14.3%
291 EMERGENCY MANAGEMENT Total	\$29,100	\$0	\$29,100	\$26,077	304	\$2,719	90.7%
292 ANIMAL CONTROL							
001 PERSONNEL SERVICES	\$54,897	\$0	\$54,897	\$54,723	0	\$174	99.7%
002 PURCHASE OF SERVICES	\$7,840	\$0	\$7,840	\$3,377	2,821	\$1,642	79.1%
004 SUPPLIES	\$2,290	\$0	\$2,290	\$2,128	20	\$142	93.8%
007 OTHER CHARGES & EXPENSES	\$300	\$0	\$300	\$223	0	\$77	74.3%
292 ANIMAL CONTROL Total	\$65,327	\$0	\$65,327	\$60,451	2,840	\$2,036	96.9%
293 PARKING CLERK DEPARTMENT							
001 PERSONNEL SERVICES	\$48,153	\$0	\$48,153	\$43,502	0	\$4,651	90.3%
293 PARKING CLERK DEPARTMENT Total	\$48,153	\$0	\$48,153	\$43,502	0	\$4,651	90.3%
300 SCHOOL DEPARTMENT							
002 PURCHASE OF SERVICES	\$28,651,701	-\$20,000	\$28,631,701	\$26,465,100	2,166,601	\$0	100.0%
300 SCHOOL DEPARTMENT Total	\$28,651,701	-\$20,000	\$28,631,701	\$26,465,100	2,166,601	\$0	100.0%
398 ESSEX NORTH SHORE TECH SCHOOL							
002 PURCHASE OF SERVICES	\$73,000	-\$15,500	\$57,500	\$55,818	0	\$1,682	97.1%
398 ESSEX NORTH SHORE TECH SCHOOL Tot:	\$73,000	-\$15,500	\$57,500	\$55,818	0	\$1,682	97.1%
399 WHITTIER VO TECH SCHOOL							
002 PURCHASE OF SERVICES	\$568,149	\$0	\$568,149	\$568,149	0	\$0	100.0%
399 WHITTIER VO TECH SCHOOL Total	\$568,149	\$0	\$568,149	\$568,149	0	\$0	100.0%
421 PUBLIC SERVICES DEPARTMENT							
001 PERSONNEL SERVICES	\$1,806,956	\$0	\$1,806,956	\$1,698,034	586	\$108,335	94.0%
002 PURCHASE OF SERVICES	\$482,337	\$93,173	\$575,510	\$473,709	41,459	\$60,342	89.5%
004 SUPPLIES	\$258,475	\$65,000	\$323,475	\$313,633	8,045	\$1,797	99.4%
008 CAPITAL OUTLAY	\$293,287	\$0	\$293,287	\$187,941	105,346	\$0	100.0%
421 PUBLIC SERVICES DEPARTMENT Total	\$2,841,055	\$158,173	\$2,999,228	\$2,673,317	155,437	\$170,474	94.3%
423 SNOW & ICE							
001 PERSONNEL SERVICES	\$100,000	\$7,921	\$107,921	\$107,921	0	\$0	100.0%
002 PURCHASE OF SERVICES	\$100,000	\$183,897	\$283,897	\$283,897	0	\$0	100.0%
423 SNOW & ICE Total	\$200,000	\$191,819	\$391,819	\$391,819	0	\$0	100.0%
510 HEALTH DEPARTMENT							
001 PERSONNEL SERVICES	\$174,181	\$0	\$174,181	\$174,181	0	\$0	100.0%
002 PURCHASE OF SERVICES	\$38,364	\$0	\$38,364	\$28,240	3,795	\$6,329	83.5%
004 SUPPLIES	\$4,500	\$0	\$4,500	\$4,273	227	\$0	100.0%
007 OTHER CHARGES & EXPENSES	\$1,000	\$0	\$1,000	\$633	0	\$367	63.3%
510 HEALTH DEPARTMENT Total	\$218,045	\$0	\$218,045	\$207,327	4,022	\$6,697	96.9%
519 SUSTAINABILITY							
001 PERSONNEL SERVICES	\$94,869	\$0	\$94,869	\$93,911	0	\$958	99.0%
002 PURCHASE OF SERVICES	\$1,125,500	\$60,000	\$1,185,500	\$1,093,973	91,527	\$0	100.0%

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	FY2018 EXPENDED	FY2018 ENCUMB.	REMAINING BUDGET	% USED
004 SUPPLIES	\$1,000	\$0	\$1,000	\$1,000	0	\$0	100.0%
519 SUSTAINABILITY Total	\$1,221,369	\$60,000	\$1,281,369	\$1,188,883	91,527	\$958	99.9%
541 COUNCIL ON AGING							
001 PERSONNEL SERVICES	\$266,133	\$0	\$266,133	\$263,189	0	\$2,945	98.9%
002 PURCHASE OF SERVICES	\$24,500	\$0	\$24,500	\$24,500	0	\$0	100.0%
004 SUPPLIES	\$13,000	\$0	\$13,000	\$13,000	0	\$0	100.0%
541 COUNCIL ON AGING Total	\$303,633	\$0	\$303,633	\$300,689	0	\$2,945	99.0%
542 YOUTH SERVICES							
001 PERSONNEL SERVICES	\$169,643	\$0	\$169,643	\$169,643	0	\$0	100.0%
002 PURCHASE OF SERVICES	\$24,300	\$0	\$24,300	\$16,028	400	\$7,873	67.6%
007 OTHER CHARGES & EXPENSES	\$85,661	\$15,000	\$100,661	\$94,198	1,207	\$5,256	94.8%
542 YOUTH SERVICES Total	\$279,604	\$15,000	\$294,604	\$279,869	1,607	\$13,128	95.5%
543 VETERANS' DEPARTMENT							
001 PERSONNEL SERVICES	\$126,621	\$0	\$126,621	\$126,621	0	\$0	100.0%
002 PURCHASE OF SERVICES	\$5,720	\$0	\$5,720	\$2,804	0	\$2,916	49.0%
007 OTHER CHARGES & EXPENSES	\$173,420	\$0	\$173,420	\$133,008	0	\$40,412	76.7%
543 VETERANS' DEPARTMENT Total	\$305,761	\$0	\$305,761	\$262,433	0	\$43,327	85.8%
610 LIBRARY DEPARTMENT							
001 PERSONNEL SERVICES	\$1,010,311	\$0	\$1,010,311	\$999,619	0	\$10,692	98.9%
002 PURCHASE OF SERVICES	\$342,575	\$0	\$342,575	\$342,375	0	\$201	99.9%
610 LIBRARY DEPARTMENT Total	\$1,352,886	\$0	\$1,352,886	\$1,341,994	0	\$10,892	99.2%
630 PARKS COMMISSION							
001 PERSONNEL SERVICES	\$160,967	\$9,000	\$169,967	\$169,967	0	\$0	100.0%
002 PURCHASE OF SERVICES	\$40,400	-\$9,000	\$31,400	\$31,400	0	\$0	100.0%
004 SUPPLIES	\$5,000	\$0	\$5,000	\$5,000	0	\$0	100.0%
630 PARKS COMMISSION Total	\$206,367	\$0	\$206,367	\$206,367	0	\$0	100.0%
691 HISTORICAL COMMISSION							
001 PERSONNEL SERVICES	\$1,800	\$0	\$1,800	\$1,800	0	\$0	100.0%
691 HISTORICAL COMMISSION Total	\$1,800	\$0	\$1,800	\$1,800	0	\$0	100.0%
710 DEBT EXCLUSION							
009 DEBT SERVICE	\$3,166,609	\$0	\$3,166,609	\$3,166,609	0	\$0	100.0%
710 DEBT EXCLUSION Total	\$3,166,609	\$0	\$3,166,609	\$3,166,609	0	\$0	100.0%
720 ORDINARY DEBT SERVICE							
009 DEBT SERVICE	\$820,282	\$0	\$820,282	\$805,338	0	\$14,943	98.2%
720 ORDINARY DEBT SERVICE Total	\$820,282	\$0	\$820,282	\$805,338	0	\$14,943	98.2%
911 RETIREMENT BOARD							
001 PERSONNEL SERVICES	\$3,924,742	\$0	\$3,924,742	\$3,924,742	0	\$0	100.0%
911 RETIREMENT BOARD Total	\$3,924,742	\$0	\$3,924,742	\$3,924,742	0	\$0	100.0%
914 INSURANCE GROUP							
001 PERSONNEL SERVICES	\$9,404,704	-\$124,960	\$9,279,744	\$9,127,806	0	\$151,938	98.4%
914 INSURANCE GROUP Total	\$9,404,704	-\$124,960	\$9,279,744	\$9,127,806	0	\$151,938	98.4%
921 COMMISSION ON DISABILITY							
001 PERSONNEL SERVICES	\$2,640	\$0	\$2,640	\$2,640	0	\$0	100.0%
921 COMMISSION ON DISABILITY Total	\$2,640	\$0	\$2,640	\$2,640	0	\$0	100.0%

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	FY2018 EXPENDED	FY2018 ENCUMB.	REMAINING BUDGET	% USED
001 GENERAL FUND Total	<u>\$64,020,704</u>	<u>\$398,492</u>	<u>\$64,419,196</u>	<u>\$61,483,071</u>	<u>2,440,957</u>	<u>\$495,167</u>	<u>99.2%</u>
060 WATER ENTERPRISE FUND							
450 WATER DEPARTMENT							
001 PERSONNEL SERVICES	\$2,094,011	\$0	\$2,094,011	\$1,989,059	41	\$104,910	95.0%
002 PURCHASE OF SERVICES	\$887,251	\$0	\$887,251	\$701,160	140,672	\$45,418	94.9%
004 SUPPLIES	\$186,147	\$0	\$186,147	\$157,628	1,684	\$26,835	85.6%
007 OTHER CHARGES & EXPENSES	\$93,724	\$0	\$93,724	\$81,627	0	\$12,097	87.1%
008 CAPITAL OUTLAY	\$161,000	\$0	\$161,000	\$106,475	4,120	\$50,405	68.7%
009 DEBT SERVICE	\$1,685,738	\$0	\$1,685,738	\$1,685,738	0	\$0	100.0%
450 WATER DEPARTMENT Total	<u>\$5,107,870</u>	<u>\$0</u>	<u>\$5,107,870</u>	<u>\$4,721,688</u>	<u>146,517</u>	<u>\$239,665</u>	<u>95.3%</u>
060 WATER ENTERPRISE FUND Total	<u>\$5,107,870</u>	<u>\$0</u>	<u>\$5,107,870</u>	<u>\$4,721,688</u>	<u>146,517</u>	<u>\$239,665</u>	<u>95.3%</u>
061 SEWER ENTERPRISE FUND							
440 SEWER DEPARTMENT							
001 PERSONNEL SERVICES	\$2,227,056	\$0	\$2,227,056	\$2,135,352	0	\$91,705	95.9%
002 PURCHASE OF SERVICES	\$1,326,920	-\$90,000	\$1,236,920	\$1,050,764	61,798	\$124,359	89.9%
004 SUPPLIES	\$315,978	\$90,000	\$405,978	\$355,022	16,724	\$34,232	91.6%
007 OTHER CHARGES & EXPENSES	\$79,375	\$0	\$79,375	\$72,437	0	\$6,938	91.3%
008 CAPITAL OUTLAY	\$275,000	\$0	\$275,000	\$146,811	41,247	\$86,943	68.4%
009 DEBT SERVICE	\$2,836,325	\$0	\$2,836,325	\$2,836,325	0	\$0	100.0%
440 SEWER DEPARTMENT Total	<u>\$7,060,654</u>	<u>\$0</u>	<u>\$7,060,654</u>	<u>\$6,596,710</u>	<u>119,768</u>	<u>\$344,177</u>	<u>95.1%</u>
061 SEWER ENTERPRISE FUND Total	<u>\$7,060,654</u>	<u>\$0</u>	<u>\$7,060,654</u>	<u>\$6,596,710</u>	<u>119,768</u>	<u>\$344,177</u>	<u>95.1%</u>
6520 HARBORMASTER ENTERPRISE FUND							
295 HARBORMASTER DEPARTMENT							
001 PERSONNEL SERVICES	\$268,039	\$0	\$268,039	\$257,607	0	\$10,433	96.1%
002 PURCHASE OF SERVICES	\$50,050	\$0	\$50,050	\$48,640	0	\$1,410	97.2%
004 SUPPLIES	\$18,700	\$0	\$18,700	\$16,865	0	\$1,835	90.2%
007 OTHER CHARGES & EXPENSES	\$11,000	\$0	\$11,000	\$7,773	0	\$3,227	70.7%
008 CAPITAL OUTLAY	\$50,000	\$0	\$50,000	\$47,909	0	\$2,091	95.8%
009 DEBT SERVICE	\$70,041	\$4,494	\$74,535	\$74,535	0	\$0	100.0%
295 HARBORMASTER DEPARTMENT Total	<u>\$467,830</u>	<u>\$4,494</u>	<u>\$472,324</u>	<u>\$453,329</u>	<u>0</u>	<u>\$18,996</u>	<u>96.0%</u>
6520 HARBORMASTER ENTERPRISE FUND Total	<u>\$467,830</u>	<u>\$4,494</u>	<u>\$472,324</u>	<u>\$453,329</u>	<u>0</u>	<u>\$18,996</u>	<u>96.0%</u>
TOTAL BUDGETARY FUNDS	<u>\$76,657,058</u>	<u>\$402,986</u>	<u>\$77,060,044</u>	<u>\$73,254,799</u>	<u>2,707,242</u>	<u>\$1,098,004</u>	<u>98.6%</u>



City of Newburyport
FY2018 Year-End Revenue Summary

	FY2016 ACTUAL	FY2017 ACTUAL	FY2018 ESTIMATE	FY2018 ACTUAL	OVER/ (BELOW) ESTIMATE	% OF ESTIMATE	% OVER PRIOR YEAR
001 GENERAL FUND							
412 REAL ESTATE TAX REVENUE	\$49,470,173	\$51,563,374	\$54,348,166	\$53,946,873	(\$401,293)	99.3%	4.6%
411 PER PROP TAX REVENUE	\$644,788	\$662,533	\$663,951	\$664,093	\$142	100.0%	0.2%
401 MOTOR VEHICLE EXCISE	\$2,620,498	\$2,707,801	\$2,450,000	\$2,710,467	\$260,467	110.6%	0.1%
402 OTHER EXCISE	\$717,374	\$920,895	\$845,000	\$963,447	\$118,447	114.0%	4.6%
403 PEN/INT ON TAX & EXCISE	\$331,595	\$296,694	\$290,000	\$370,159	\$80,159	127.6%	24.8%
404 PAYMENT IN LIEU TAXES	\$100,377	\$61,351	\$60,000	\$62,612	\$2,612	104.4%	2.1%
410 FEES	\$462,106	\$342,048	\$340,000	\$402,086	\$62,086	118.3%	17.6%
416 OTHER DEPARTMENT REVENUE	\$57,623	\$64,393	\$55,000	\$61,392	\$6,392	111.6%	-4.7%
417 LICENSES/PERMITS	\$1,071,855	\$1,011,209	\$700,000	\$964,669	\$264,669	137.8%	-4.6%
419 FINES & FORFEITS	\$14,586	\$13,994	\$10,000	\$13,856	\$3,856	138.6%	-1.0%
420 INVESTMENT INCOME	\$49,074	\$60,015	\$45,000	\$130,350	\$85,350	289.7%	117.2%
421 MISCELLANEOUS RECURRING	\$270,258	\$303,190	\$238,000	\$288,018	\$50,018	121.0%	-5.0%
422 MISCELLANEOUS NON-RECURRING	\$260,325	\$172,574	\$0	\$62,824	\$62,824		-63.6%
460 STATE AID	\$4,045,959	\$4,311,955	\$4,265,776	\$4,362,522	\$96,746	102.3%	1.2%
001 GENERAL FUND Total	\$60,117,422	\$62,492,027	\$64,310,893	\$65,003,369	\$692,476	101.1%	4.0%
060 WATER ENTERPRISE FUND Total	\$5,452,066	\$5,485,689	\$5,107,870	\$5,253,640	\$145,770	102.9%	-4.2%
061 SEWER ENTERPRISE FUND Total	\$6,446,941	\$6,791,900	\$6,385,654	\$6,537,286	\$151,631	102.4%	-3.7%
6520 HARBORMASTER ENTERPRISE FUND Total	\$433,718	\$498,615	\$467,830	\$491,483	\$23,653	105.1%	-1.4%
TOTAL BUDGETARY FUNDS	\$72,450,147	\$75,268,230	\$76,272,247	\$77,285,777	\$1,013,530	101.3%	2.7%



City of Newburyport
FY2018 Year-End Revenue by Category

	FY2016 ACTUAL	FY2017 ACTUAL	FY2018 ESTIMATE	FY2018 ACTUAL	OVER/ (BELOW) ESTIMATE	% OF ESTIMATE	% OVER PRIOR YEAR
001 GENERAL FUND							
412 REAL ESTATE TAX REVENUE	\$49,470,173	\$51,563,374	\$54,348,166	\$53,946,873	(\$401,293)	99.3%	4.6%
411 PER PROP TAX REVENUE	\$644,788	\$662,533	\$663,951	\$664,093	\$142	100.0%	0.2%
401 MOTOR VEHICLE EXCISE	\$2,620,498	\$2,707,801	\$2,450,000	\$2,710,467	\$260,467	110.6%	0.1%
402 OTHER EXCISE							
MEALS EXCISE	\$586,573	\$591,292	\$525,000	\$627,528	\$102,528	119.5%	6.1%
CO MA ROOM OCCUPANCY	\$130,608	\$220,859	\$220,000	\$223,725	\$3,725	101.7%	1.3%
CO MA URBAN REDEVELOPMENT	\$0	\$108,744	\$100,000	\$112,141	\$12,141	112.1%	3.1%
BOAT REVENUE	\$194	\$0	\$0	\$53	\$53		
402 OTHER EXCISE Total	\$717,374	\$920,895	\$845,000	\$963,447	\$118,447	114.0%	4.6%
403 PEN/INT ON TAX & EXCISE							
INT/PEN PP/RE TAX REV	\$161,205	\$140,518	\$140,000	\$155,454	\$15,454	111.0%	10.6%
INT ON TAX TITLES	\$37,841	\$37,024	\$40,000	\$82,435	\$42,435	206.1%	122.7%
INT/PEN MV/BT EXCISE	\$66,520	\$71,783	\$70,000	\$65,909	(\$4,091)	94.2%	-8.2%
CO MA REG MOTOR VEHICLES	\$64,008	\$45,893	\$40,000	\$64,856	\$24,856	162.1%	41.3%
INT/PEN SA PI - SWR	\$1,083	\$778	\$0	\$783	\$783		0.7%
INT/PEN SA PI - WTR	\$861	\$620	\$0	\$624	\$624		0.6%
INT/PEN SA LOW ST	\$78	\$79	\$0	\$98	\$98		23.4%
403 PEN/INT ON TAX & EXCISE Total	\$331,595	\$296,694	\$290,000	\$370,159	\$80,159	127.6%	24.8%
404 PAYMENT IN LIEU TAXES							
PAYMENT IN LIEU TAXES	\$100,377	\$61,351	\$60,000	\$62,612	\$2,612	104.4%	2.1%
404 PAYMENT IN LIEU TAXES Total	\$100,377	\$61,351	\$60,000	\$62,612	\$2,612	104.4%	2.1%
410 FEES							
TAX TITLE REVENUE	\$308,849	\$196,109	\$196,000	\$250,357	\$54,357	127.7%	27.7%
FIRE MASTER BOX CONNECTION FEE	\$87,455	\$83,100	\$85,000	\$85,527	\$527	100.6%	2.9%
OFF DUTY FEES	\$30,783	\$33,327	\$30,000	\$38,793	\$8,793	129.3%	16.4%
MUNICIPAL LIENS	\$21,957	\$23,900	\$23,000	\$20,450	(\$2,550)	88.9%	-14.4%
REGISTRY FEES	\$8,700	\$5,577	\$6,000	\$6,960	\$960	116.0%	24.8%
ROLL BACK TAX REVENUE	\$4,353	\$0	\$0	\$0	\$0		
410 FEES Total	\$462,106	\$342,048	\$340,000	\$402,086	\$62,086	118.3%	17.6%
416 OTHER DEPARTMENT REVENUE							
COPIES/RECORDINGS	\$47,293	\$50,738	\$47,000	\$49,522	\$2,522	105.4%	-2.4%
BUSINESS CERTIFICATES	\$7,290	\$8,610	\$5,000	\$8,885	\$3,885	177.7%	3.2%
ZONING/ORDINANCES	\$3,040	\$5,045	\$3,000	\$2,985	(\$15)	99.5%	-40.8%
416 OTHER DEPARTMENT REVENUE Total	\$57,623	\$64,393	\$55,000	\$61,392	\$6,392	111.6%	-4.7%
417 LICENSES/PERMITS							
BLDG DEPT ALTERATION PERMITS	\$372,698	\$510,239	\$253,500	\$293,935	\$40,435	116.0%	-42.4%
LICENSE FEES	\$212,640	\$210,913	\$200,000	\$227,200	\$27,200	113.6%	7.7%
BUILDING PERMITS	\$278,023	\$74,597	\$70,000	\$164,110	\$94,110	234.4%	120.0%
OTHER PERMITS	\$87,237	\$58,140	\$60,000	\$116,443	\$56,443	194.1%	100.3%
CLK PASSPORT	\$41,960	\$47,735	\$35,000	\$52,893	\$17,893	151.1%	10.8%
BLDG DEPT OTHER PERMITS	\$17,179	\$25,513	\$25,500	\$26,672	\$1,172	104.6%	4.5%
ROAD OPENING PERMIT DPW	\$11,258	\$28,672	\$15,000	\$25,812	\$10,812	172.1%	-10.0%

	FY2016 ACTUAL	FY2017 ACTUAL	FY2018 ESTIMATE	FY2018 ACTUAL	OVER/ (BELOW) ESTIMATE	% OF ESTIMATE	% OVER PRIOR YEAR
FIRE PERMITS	\$17,164	\$16,840	\$15,000	\$17,134	\$2,134	114.2%	1.7%
UTILITY CONTRACTORS LIC DPW	\$10,500	\$10,200	\$8,000	\$12,776	\$4,776	159.7%	25.3%
DOG LICENSES	\$14,385	\$12,565	\$11,500	\$12,525	\$1,025	108.9%	-0.3%
MARRIAGE LICENSES	\$3,865	\$5,040	\$3,000	\$4,910	\$1,910	163.7%	-2.6%
UTILITY PERMITS	\$803	\$5,380	\$2,000	\$4,175	\$2,175	208.8%	-22.4%
LICENSES/PERMITS DPW	\$2,850	\$4,405	\$1,000	\$3,078	\$2,078	307.8%	-30.1%
STORM WATER PERMIT FEES	\$533	\$544	\$0	\$2,857	\$2,857		425.1%
AUCTION LIC/PERMITS	\$320	\$85	\$50	\$150	\$100	300.0%	76.5%
RAFFLE PERMITS	\$440	\$375	\$400	\$0	(\$400)	0.0%	-100.0%
417 LICENSES/PERMITS Total	\$1,071,855	\$1,011,209	\$700,000	\$964,669	\$264,669	137.8%	-4.6%
419 FINES & FORFEITS							
COURT FINES	\$8,088	\$12,529	\$9,000	\$12,911	\$3,911	143.5%	3.0%
PARKING FINES	\$6,498	\$1,465	\$1,000	\$895	(\$105)	89.5%	-38.9%
419 FINES & FORFEITS Total	\$14,586	\$13,994	\$10,000	\$13,856	\$3,856	138.6%	-1.0%
420 INVESTMENT INCOME							
INT ON INVESTMENTS	\$49,074	\$60,015	\$45,000	\$130,350	\$85,350	289.7%	117.2%
420 INVESTMENT INCOME Total	\$49,074	\$60,015	\$45,000	\$130,350	\$85,350	289.7%	117.2%
421 MISCELLANEOUS RECURRING							
MISC RECURRING	\$141,446	\$159,827	\$138,000	\$178,431	\$40,431	129.3%	11.6%
CO MA DIV MEDICAL ASSISTANCE	\$124,612	\$139,110	\$100,000	\$107,460	\$7,460	107.5%	-22.8%
POL INCIDENT/ACCIDENTS	\$2,074	\$2,128	\$0	\$2,128	\$2,128		0.0%
CO MA EMERGENCY MANAGEMENT	\$2,125	\$2,125	\$0	\$0	\$0		-100.0%
421 MISCELLANEOUS RECURRING Total	\$270,258	\$303,190	\$238,000	\$288,018	\$50,018	121.0%	-5.0% *
422 MISCELLANEOUS NON-RECURRING							
MISC NON-RECURRING	\$260,325	\$170,574	\$0	\$58,343	\$58,343		-65.8%
MISC REVENUE	\$0	\$0	\$0	\$3,631	\$3,631		
SALE OF MUNICIPAL PROPERTY	\$0	\$2,000	\$0	\$851	\$851		-57.5%
422 MISCELLANEOUS NON-RECURRING Total	\$260,325	\$172,574	\$0	\$62,824	\$62,824		-63.6% **
460 STATE AID	\$4,045,959	\$4,311,955	\$4,265,776	\$4,362,522	\$96,746	102.3%	1.2%
001 GENERAL FUND Total	\$60,117,422	\$62,492,027	\$64,310,893	\$65,003,369	\$692,476	101.1%	4.0%
060 WATER ENTERPRISE FUND							
000 NULL CATEGORY							
UTILITY BILLING/METERS	\$4,756,876	\$4,949,972	\$4,822,870	\$4,665,206	(\$157,664)	96.7%	-5.8%
MISC FEES	\$226,238	\$246,335	\$200,000	\$281,989	\$81,989	141.0%	14.5%
REVENUE SPEC ASSES PI	\$181,519	\$165,027	\$0	\$175,691	\$175,691		6.5%
WATER LIENS	\$79,748	\$83,525	\$60,000	\$86,489	\$26,489	144.1%	3.5%
PENALTIES/INTEREST	\$23,969	\$25,806	\$25,000	\$29,349	\$4,349	117.4%	13.7%
MISC NON-RECURRING	\$10,132	\$15,023	\$0	\$14,916	\$14,916		-0.7%
PREMIUM FROM SALE OF BONDS	\$173,583	\$0	\$0	\$0	\$0		
060 WATER ENTERPRISE FUND Total	\$5,452,066	\$5,485,689	\$5,107,870	\$5,253,640	\$145,770	102.9%	-4.2%
061 SEWER ENTERPRISE FUND							
UTILITY BILLING/METERS	\$5,890,391	\$6,190,820	\$6,205,654	\$5,835,310	(\$370,345)	94.0%	-5.7%
MISC FEES	\$167,074	\$134,454	\$90,000	\$241,925	\$151,925	268.8%	79.9%
REVENUE SPEC ASSES PI	\$241,681	\$208,298	\$0	\$232,344	\$232,344		11.5%
SEWER LIENS	\$96,738	\$112,961	\$80,000	\$119,138	\$39,138	148.9%	5.5%
PENALTIES/INTEREST	\$29,498	\$34,143	\$0	\$79,036	\$79,036		131.5%

	FY2016 ACTUAL	FY2017 ACTUAL	FY2018 ESTIMATE	FY2018 ACTUAL	OVER/ (BELOW) ESTIMATE	% OF ESTIMATE	% OVER PRIOR YEAR
INDUSTRIAL PRETREATMNT	\$12,152	\$13,007	\$10,000	\$15,180	\$5,180	151.8%	16.7%
MISC NON-RECURRING	\$9,405	\$98,217	\$0	\$12,938	\$12,938		-86.8%
TAX TITLE REVENUE	\$0	\$0	\$0	\$1,414	\$1,414		
061 SEWER ENTERPRISE FUND Total	<u>\$6,446,941</u>	<u>\$6,791,900</u>	<u>\$6,385,654</u>	<u>\$6,537,286</u>	<u>\$151,631</u>	<u>102.4%</u>	<u>-3.7%</u>
6520 HARBORMASTER ENTERPRISE FUND							
HBR MOORING & SLIP	\$136,337	\$164,803	\$162,500	\$166,582	\$4,082	102.5%	1.1%
HBR PLUM ISLAND PRK	\$77,047	\$93,104	\$90,000	\$95,747	\$5,747	106.4%	2.8%
HBR WATERFRONT DOCKS	\$74,197	\$81,205	\$80,000	\$81,140	\$1,140	101.4%	-0.1%
BOAT EXCISE	\$69,828	\$73,589	\$73,330	\$69,156	(\$4,174)	94.3%	-6.0%
HBR CASHMAN PARK	\$40,416	\$42,776	\$42,000	\$42,144	\$144	100.3%	-1.5%
HBR VESSEL CHARGES	\$23,424	\$32,907	\$10,000	\$27,199	\$17,199	272.0%	-17.3%
HBR FISH PIER	\$3,200	\$5,200	\$5,000	\$5,800	\$800	116.0%	11.5%
PENALTIES/INTEREST	\$3,044	\$4,131	\$4,000	\$3,019	(\$981)	75.5%	-26.9%
HBR VIOLATIONS	\$4,460	\$200	\$0	\$350	\$350		75.0%
HBR SHELLFISH PERMITS	\$1,766	\$700	\$1,000	\$345	(\$655)	34.5%	-50.7%
6520 HARBORMASTER ENTERPRISE FUND Total	<u>\$433,718</u>	<u>\$498,615</u>	<u>\$467,830</u>	<u>\$491,483</u>	<u>\$23,653</u>	<u>105.1%</u>	<u>-1.4%</u>
TOTAL BUDGETARY FUNDS	<u>\$72,450,147</u>	<u>\$75,268,230</u>	<u>\$76,272,247</u>	<u>\$77,285,777</u>	<u>\$1,013,530</u>	<u>101.3%</u>	<u>2.7%</u>

* **421 Miscellaneous Recurring Revenue:** Medicaid Reimbursements (\$107,460), Veterans Services (\$89,208), Cell tower lease payments (\$27,600), Animal Control (\$21,500), FWS Refuge Revenue Sharing (\$13,927), TNC (Uber) Surcharge (\$2,620), Police Incident/Accident (\$2,128).

** **422 Miscellaneous Non-Recurring Revenue:** Prior Year Refund (\$36,388), Close-Out of Anniversary Fund (\$5,331), Bond Premiums (\$2,587), Claimed Funds (\$2,486), Flexible Spending Plan (\$2,042), Sale of Equipment (\$851), Other Small One-Time Receipts (\$13,139).

**APPOINTMENTS
FIRST READING**



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

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

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: September 6, 2018
Subject: Appointment

I hereby appoint, subject to your approval, the following
named individual as a regular member of the Newburyport
Police Department.

Michael Falite
4 Caitlin Circle
Salisbury, MA 01952

Michael Falite
4 Caitlin Circle
Salisbury, MA 01952
978-518-5494
m_falite@salemstate.edu

Objective

To secure a career in the Law Enforcement field.

Work Experience

Panera Bread

Newburyport, MA

January 2011- present

Job Title: Associate Trainer

- Responsibilities include, training employees in new areas around the Café, taking on managerial duties when necessary, and setting an example for others by being held at a higher standard.
- Achievements include being promoted to an Associate Trainer one month after being hired and have received positive work reviews.

Newburyport Police Department

Newburyport, MA

February 2011- present

Job Title: Intern

- Responsibilities include working with dispatchers and Officers, and completing office work.

Newburyport District Court Probation Department

Newburyport, MA

May 2013-July 2013

Job Title: Intern

- Responsibilities included working with Probation Officers, completing intake forms, recording probationer check-in slips, rehabilitation evaluations, and making phone calls. Also worked in the courtroom with Probation Officers, and assisted in providing Judge Peter Doyle with requested documents.
- This was an unpaid, non-credited internship. I pursued this experience to become more acquainted with the criminal justice system and to make connections.

Education

Bachelor of Science (Expected May 2015)

Salem State University, Salem, MA

Major: Criminal Justice with a concentration in Administration

Current GPA: 3.24

Athletic Achievements: Varsity Soccer Captain 2011

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

**APPOINTMENTS
SECOND READING**

SECOND READING APPOINTMENTS

• APPT048_08_27_18	Lori Bunyan	96 Lime St	Human Resources Director	1/1/2021
---------------------------	-------------	------------	--------------------------	----------

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

ORDERS

ORDINANCES

COMMITTEE ITEMS

September 10, 2018
Committee on Budget & Finance

1. **TRAN024_08_13_18** – GEN Budget Contingency \$27,496.88 to Multiple \$27,496.88.
2. **TRAN025_08_13_18** – ASR Travel Allowance \$3,300 to ASR Salary Assessor \$3,300.
3. **TRAN026_08_13_18** – GEN Budget Contingency \$8,241.27 to Multiple \$8,241.27.
4. **COMM070_08_13_18** – Trust Fund Repurposing – MH Simpson Trust.



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 AUG -7 PM 3:03

Department: Mayor's Office

Submitted by: Donna D. Holaday, Mayor

Date Submitted: 8/13/2018

Transfer From:

Account Name	GEN Budget Contingency	YTD Bal:	\$	40,000.00
Account Number:	01129007-57805	Category:	\$	-
Amount:	\$27,496.88	Trans I/O:	\$	-
Why are Funds Available:	<i>A contingency was budgeted for expiring collective bargaining agreements as of June 30, 2018.</i>			

Transfer From:

Account Name	Multiple (See attached)	YTD Bal:	\$	-
Account Number:	Multiple (See attached)	Category:	\$	-
Amount:	\$27,496.88	Trans I/O:	\$	-
Why are Funds Required:	<i>To fund the recently settled collective bargaining agreement for the Teamster's Department Head Union, Local #170. A contingency was not budgeted for the enterprise funds; should additional funding in those budgets be needed, a transfer from retained earnings will be requested. See attached memo.</i>			

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

Donna D. Holaday
Ethan R. Manning

Date:

8/7/18

Date:

8/16/18

**Transfer from Budget Contingency to Multiple Accounts
Submitted August 13, 2018**

Org	Object	Account Description	Amount
01141001	51101	ASR SAL ASSESSOR	\$1,695.96
01145001	51101	TRS SAL TREASURER	\$3,861.06
01151001	51101	IT SAL DIRECTOR	\$7,000.00
01182001	51101	OPD SAL PLANNING DIRECTOR	\$1,770.86
01241001	51101	BLD SAL BLDG INSPECTOR	\$1,671.04
01241001	51160	BLD SAL ASST BLDG INSPECTOR**	\$937.49
01421001	51102	DPS SAL DEPUTY DIRECTOR*	\$677.89
01421001	51117	DPS SAL ASST ENGINEER*	\$1,465.56
01421001	51119	DPS SAL CITY ENGINEER	\$613.71
01510001	51101	HLH SAL HEALTH DIR	\$1,518.98
01541001	51101	COA SAL COA DIRECTOR	\$2,633.54
01543001	51101	VET SAL VETERAN DIRECTOR	\$1,400.79
New Account		MCPPO STIPENDS	\$2,250.00
Total			\$27,496.88

*Amount represents one-third of salary funded by General Fund.

**Amount represents 35% of salary funded by General Fund.



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

To: President and Members of the City Council

From: Donna D. Holaday, Mayor

Date: August 7, 2018

Re: Teamster's Department Head Local 170 – Tentative Agreement

The following is a summary of the agreement that has been reached in principle for July 1, 2018 – June 30, 2021 with the Teamster's Department Head bargaining unit, Local 170. The City has agreed to the terms contained herein subject to appropriation by the City Council. The Local 170 voted to ratify the terms of this agreement on July 25, 2018.

Both parties tentatively agree to the following:

1. COLA Increases

July 1, 2018	2.0%
July 1, 2019	2.0%
July 1, 2020	2.0 %

2. Article XXV-Miscellaneous, Section 1 – Vehicle Reimbursement (p. 18)

Travel stipend removed for Assessor in exchange for one-time salary adjustment for the same amount (\$3,300).

3. Article XXV-Miscellaneous, Section 2 - Clothing Allowance (p. 18)

Increase clothing allowance for employees currently receiving allowance:

FY19: \$650
FY20: \$675
FY21: \$700

4. Article XXV-Miscellaneous, Section 3 - Stipends (p. 18)

Adds yearly stipend of \$750 for employees who receive and maintain designation as a Massachusetts Certified Public Purchasing Officer. The Mayor shall reserve the right to approve all union members for this certification.

5. Salary Upgrades

Position	Increase (\$)
Assessor	\$3,300.00
Assistant City Engineer	\$3,096.25
Council on Aging Director	\$1,303.73
Harbormaster	\$8,000.00
IT Director	\$7,000.00
Local Building Inspector	\$1,312.69
Sewer Superintendent of Collections	\$9,124.00
Treasurer/Collector	\$2,181.06

(See Appendix A for a full breakdown of salaries)

**APPENDIX A
SALARIES**

Position	FY18 Salary	Upgrades	2% COLA	FY19 Salary	FY20 Salary	FY21 Salary
Assessor	\$81,498.00	\$3,300.00	\$1,695.96	\$86,493.96	\$88,223.84	\$89,988.32
Assistant City Engineer	\$61,924.94	\$3,096.25	\$1,300.42	\$66,321.61	\$67,648.04	\$69,001.00
Building Commissioner	\$83,552.13	\$0.00	\$1,671.04	\$85,223.17	\$86,927.63	\$88,666.18
City Engineer	\$92,056.29	\$0.00	\$1,841.13	\$93,897.42	\$95,775.37	\$97,690.88
Council on Aging Director	\$65,186.64	\$1,303.73	\$1,329.81	\$67,820.18	\$69,176.58	\$70,560.11
Deputy DPS Director	\$101,682.78	\$0.00	\$2,033.66	\$103,716.44	\$105,790.77	\$107,906.59
Harbormaster	\$68,247.07	\$8,000.00	\$1,524.94	\$77,772.01	\$79,327.45	\$80,914.00
Health Director	\$75,949.20	\$0.00	\$1,518.98	\$77,468.18	\$79,017.54	\$80,597.89
IT Director	\$89,627.52	\$7,000.00	\$0.00	\$96,627.52	\$98,560.07	\$100,531.27
Local Building Inspector	\$65,634.40	\$1,312.69	\$1,338.94	\$68,286.03	\$69,651.75	\$71,044.79
Planning Director	\$88,543.04	\$0.00	\$1,770.86	\$90,313.90	\$92,120.18	\$93,962.58
Sewer Chief Operator	\$96,900.00	\$0.00	\$1,938.00	\$98,838.00	\$100,814.76	\$102,831.06
Sewer Superintendent of Collections	\$85,876.05	\$9,124.00	\$0.00	\$95,000.05	\$96,900.05	\$98,838.05
Treasurer/Collector	\$81,818.94	\$2,181.06	\$1,680.00	\$85,680.00	\$87,393.60	\$89,141.47
Veterans Affairs Director	\$70,039.73	\$0.00	\$1,400.79	\$71,440.52	\$72,869.33	\$74,326.72
Water Treatment Operations Superintendent	\$91,800.00	\$0.00	\$1,836.00	\$93,636.00	\$95,508.72	\$97,418.89



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

AUG -7 PM 3:00

Department: Mayor's Office

Submitted by: Donna D. Holaday, Mayor

Date Submitted: 8/13/2018

Transfer From:

Account Name	ASR TRAVEL ALLOWANCE	YTD Bal:	\$ 7,700.00
Account Number:	01141001-51404	Category:	\$ -
Amount:	\$3,300.00	Trans I/O:	\$ -
Why are Funds Available:	<i>The Assessor's travel allowance was removed in the recently ratified collective bargaining agreement for the Teamster's Department Head Union, Local #170.</i>		

Transfer From:

Account Name	ASR SAL ASSESSOR	YTD Bal:	\$ 75,228.94
Account Number:	01141001-51101	Category:	\$ -
Amount:	\$3,300.00	Trans I/O:	\$ -
Why are Funds Required:	<i>To fund a change in salary resulting from the recently ratified collective bargaining agreement for the Teamster's Department Head Union, Local #170.</i>		

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

Donna D Holaday
E. Manning

Date:

Date:

8/7/18
8/16/18



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

AUG -7 PH 3:00

Department: Mayor's Office

Submitted by: Donna D. Holaday, Mayor

Date Submitted: 8/13/2018

Transfer From:

Account Name	GEN Budget Contingency	YTD Bal:	\$ 40,000.00
Account Number:	01129007-57805	Category:	\$ -
Amount:	\$8,241.27	Trans I/O:	\$ -
Why are Funds Available:	<i>A contingency was budgeted for expiring collective bargaining agreements as of June 30, 2018.</i>		

Transfer From:

Account Name	Multiple (See attached)	YTD Bal:	\$ -
Account Number:	Multiple (See attached)	Category:	\$ -
Amount:	\$8,241.27	Trans I/O:	\$ -
Why are Funds Required:	<i>When the FY19-21 AFSCME collective bargaining agreement was settled, the City agreed to an additional step for employees with 15 years of service. In the FY19 budget, a 2% step was figured in. After discussions with the union, the City has agreed to make the additional step a 3% increase over the 10 year step, in order to be consistent with the other step increases. In exchange for this amendment, the Union agreed to remove vacation language that granted 15 year employees a sixth week of vacation. The vacation will now max out at 25 days rather than 30 days.</i>		

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

Donna D. Holaday
Ethan R. Manning

Date:

8/7/18

Date:

8/6/18

**Transfer from Budget Contingency to Multiple Accounts
Submitted August 13, 2018**

Org	Object	Account Description	Amount
01241001	51103	BLD SAL ADMIN ASSISTANT	\$594.98
01541001	51156	COA SAL VAN DRIVERS	\$515.34
01421001	51158	HWY SAL LABOR	\$4,056.08
01610001	51156	LIB SAL STAFF	\$1,380.34
01182001	51104	OPD SAL ADMIN ASSISTANT	\$594.98
01145001	51103	TRS STAFF SALARIES	\$1,099.55
Total			\$8,241.27



CITY OF NEWBURYPORT
OFFICE OF THE TREASURER/COLLECTOR
60 PLEASANT STREET
NEWBURYPORT, MA 01950
P: (978) 465-4415 F: (978) 462-0883
treasurer@cityofnewburyport.com

2018 AUG -6 PM 1:51

To: President and Members of the City Council
Cc: Mayor Donna Holaday
From: Julie Languirand, City Treasurer
Date: August 6, 2018
Subject: Trust Fund Repurposing - M.H. Simpson Trust

During the FY19 budget workshops, we discussed the need to repurpose some trust funds whose originally stated purpose is defunct or no longer practicable. As such, the City will be moving forward with the legal process to repurpose the fund set up by M.H. Simpson for "sprinkling streets," which was likely established when many streets were unpaved and, therefore, sprinkling would help to keep the dust down during dry periods.

After discussing the options with the Trust Fund Committee, as well as, Mark Reich of KP Law, it appears that this trust would qualify to be petitioned through the Attorney General's Public Charities Division under Cy Pres doctrine. KP Law will work with the AG's office to assure that their office is in agreement and would not oppose the petition.

Since I have not been able to obtain any legal documents of the original bequest held by the City or otherwise, it is in my opinion that the City is unable to carry out the intentions of the trust and needs to assign a new purpose, as closely similar as possible, such as other street maintenance, beautification, etc., which would enable the City to utilize and expend those designated funds. The principal balance of the fund is \$21,305.39 and research shows that no funds have been granted for use for as long as we have kept record.

I will keep you updated as we go through this process.

September 10, 2018
Committee Items-
Planning & Development

1. ODNC017_10_30_17 Zoning Amendment – No Use Variances (COTW)
2. ORDR024_04_09_18 Special Act to Dissolve Newburyport Redevelopment Authority (COTW).
3. COMM036_04_30_18 Memo re: Proposed Marijuana Zoning Amendments
4. ODNC016_04_30_18 Marijuana Zoning - Retail Sales (COTW)
5. COMM042_05_14_18 Ltr re: Marijuana Moratorium
6. ORDR036_05_14_18 Marijuana Retailers Ballot Question
7. ORDR037_05_14_18 Lease of Coast Guard Auxiliary Building on Plum Island Point
8. ODNC024_06_11_18 Zoning Amendment - Marijuana Retail Sales Locations (COTW)
9. ORDR049_7_16_18 Preservation Restriction Agreement - 50-58 Middle Street
10. ORDR053_08_13_18 Preservation Restriction Agreement – 5 Moseley Ave
11. ORDR054_08_13_18 Preservation Restriction Agreement – 241 High Street
12. ODNC025_08_13_18 Colby Farm Lane Residential Overlay District

PRO
COTW
P/E
7-C
12/11/17

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 30, 2017

A ZONING ORDINANCE TO FORBID USE VARIANCES

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

APPENDIX A: ZONING ORDINANCE OF THE CITY OF NEWBURYPORT

THAT subsection X-H.6.A of said Zoning Ordinance, entitled "Variances," 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.

6. Variances. [Variances from the provisions of this ordinance shall be subject to the following:]
 - A. The zoning board of appeals shall have the power, after giving appropriate public hearing notice as described in section X-H, and after holding said hearing within sixty-five (65) days after the zoning board of appeals receives the petition from the city clerk, to grant, upon appeal or upon petition, a variance, including ~~a~~ expressly excluding any use variance, notwithstanding anything in this ordinance to the contrary, from the terms of this zoning ordinance where the zoning board of appeals finds that, owing to circumstances relating to the soil conditions, shape, or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located, a literal enforcement of the provisions of this ordinance would involve substantial hardship, financial or otherwise, to the petitioner or appellant, and that desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of this ordinance.

Councillor Jared Eigerman

ORDR024_04_09_18

ptd cotw
52/LG
FRANK BV/LG
roll call
(1/1/18)

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Order Relative to a Special Act to
Dissolve Newburyport Redevelopment Authority (NRA)

That the City Council of the City of Newburyport hereby authorizes the Mayor, on behalf of the City, to submit a Home Rule Petition to the General Court of the Commonwealth of Massachusetts to enact a Special Act for the City of Newburyport in the manner described below, and for the purposes of dissolving the Newburyport Redevelopment Authority (NRA), provided that the General Court may make clerical or editorial changes of form only to the bill, unless the Mayor approves amendments to the bill before enactment by the General Court, and to further authorize the Mayor to act on behalf of the City relative to any inquiries and/or changes made by the General Court concerning the proposed Special Act, and to approve amendments which shall be within the scope of the general public objectives of the petition.

Councillor Sharif I. Zeid, Ward 1

Councillor Larry G. Giunta, Ward 5

Councillor Gregory D. Earls, At-Large

Councillor Joseph H. Devlin, At-Large

A SPECIAL ACT TO DISSOLVE THE NEWBURYPORT REDEVELOPMENT AUTHORITY

Whereas, the City Council of the City of Newburyport voted on February 1, 1960, to create a redevelopment authority, as contemplated by Massachusetts General Laws (MGL) Chapter 121B, now known as the Newburyport Redevelopment Authority (NRA), for the purposes of accomplishing urban renewal objectives, such as the removal of substandard buildings and blight, providing land for public uses, ensuring adequate public amenities and infrastructure, removing impediments to land acquisition and disposition for redevelopment, promoting economic development, and ensuring the preservation and integration of architectural and urban character in historic downtown Newburyport, and

Whereas, the originally cited purposes for establishing the NRA, including redevelopment, economic revitalization, and removal of blight has since been substantially realized in downtown Newburyport, and maintained without continued assistance from the NRA by way of local regulation, historic preservation, economic development and tourism, and

Whereas, the Urban Renewal Plan of said NRA, entitled "Newburyport Central Business Urban Renewal Project" (Mass R-80), dated April 26, 1965, as amended, expired effective 2005, approximately 13 years ago, and is no longer a valid or legal basis for NRA activities under MGL Chapter 121B, Section 48, or otherwise, and

Whereas, the real property acquired by said NRA, by purchase and by eminent domain for public purposes, pursuant to said Massachusetts General Laws (MGL) Chapter 121B and said expired Urban Renewal Plan, was intended to be redeveloped for the purposes of accomplishing urban renewal objectives such as the removal of substandard buildings and blight, providing land for public uses, ensuring adequate public amenities and infrastructure, removing impediments to land acquisition and disposition for redevelopment, promoting economic development, and ensuring the preservation and integration of architectural and urban character in historic downtown Newburyport, and

Whereas, pursuant to MGL Chapter 121B, Section 16, the real estate and tangible personal property of the NRA shall be deemed to be public property used for essential public and governmental purposes, and shall be exempt from taxation and from betterments and special assessments, and

Whereas, the City Council has made substantial multi-year, good-faith effort to negotiate a reasonable settlement of disputes related to future use of the NRA's properties, most recently through nearly two years of public hearings and multilateral negotiations through an ad-hoc committee formed by then-City Council President Thomas F. O'Brien, which resulted in a two-

page settlement framework, approved unanimously by the City Council on May 30th, 2017 (May 2017 Order), and

Whereas, the NRA voted on March 14, 2018, to transfer its real property to third-parties, including to a nonpublic institution, without authorization under any urban renewal plan, or any other project which the NRA is authorized to undertake under MGL Chapter 121B, nor in compliance with the uniform procurement act established pursuant to MGL Chapter 30B, the state finance provisions established pursuant to MGL Chapter 29, nor consistently with the May 2017 Order, and

Whereas, under that certain confirmatory declaration of trust dated January 28, 1991, as revised (Trust Declaration), the Newburyport Waterfront Trust already controls significant real property located adjacent to the real property currently controlled by the NRA, and

Whereas, the purpose of the Newburyport Waterfront Trust is to hold, manage, maintain, conserve and utilize its real property for use and enjoyment by the public in perpetuity, with free access of the public to and from such real property as "public trust lands," forever, and

The trustees of the Newburyport Waterfront Trust are appointed by the Mayor with the approval of the City Council, and

Whereas, consistent with the May 2017 Order and all applicable law, the Mayor and the City intend to transfer virtually all of the personal and real property rights that it obtains from the NRA to the Newburyport Waterfront Trust, consistent with the May 2017 Order and immediately upon the satisfaction of certain conditions precedent specified in the May 2017 Order, including amendments to the Trust Declaration.

Whereas the Mayor and the City Council of the City of Newburyport, representing the citizens of this community have petitioned the General Court relative to the same,

Now therefore, be it enacted by the Senate and the House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Newburyport Redevelopment Authority Dissolved.

Notwithstanding the provisions of Massachusetts General Laws (MGL) Chapter 121B, Section 4 and any general or special law, state agency regulations or guidelines to the contrary, the Newburyport Redevelopment Authority (NRA), established on February 1, 1960, by vote of the Newburyport City Council pursuant to said Chapter 121B, Section 4 is hereby dissolved, and no approval from the Department of Housing and Community Development (DHCD) or any other state agency shall be necessary to effect the same, except that upon passage of this

chapter, the Clerk of the City of Newburyport shall provide a copy of this chapter to the State Secretary and said Newburyport Redevelopment Authority shall be dissolved forthwith.

Notwithstanding the provisions of Massachusetts General Laws (MGL) Chapter 155, Section 51, the Newburyport Redevelopment Authority (NRA) shall be dissolved immediately and shall not be continued as a body corporate after the effective date of this chapter.

SECTION 2. Ownership Interests.

Notwithstanding any general or special law, state agency regulations or guidelines to the contrary, the entirety, without exception, of all personal and real property interests held by the Newburyport Redevelopment Authority (NRA) are hereby transferred and conveyed to, and shall be vested in, the City of Newburyport to be held solely for the same public uses as exist at the time of transfer, and until such time as the Mayor, a two-thirds, super-majority of the City Council, and the trustees of the Newburyport Waterfront Trust, agree to the terms of the transfer and conveyance to the Newburyport Waterfront Trust of virtually all of the personal and real property rights acquired from the NRA, consistent with the terms and conditions out in the May 2017 Order.

The City may execute and deliver a certificate in a form suitable for recording referencing the passage of this chapter along with a copy of said Chapter, and the Register of Deeds for Essex County shall accept the same for recording and make a marginal reference thereto upon the record of all applicable deeds for real property heretofore owned by the NRA, as provided in summary format by the City of Newburyport. The Land Court shall also accept said certificate and a copy of this Chapter for the purposes of issuing a Certificate of Title to the City of Newburyport for any registered land heretofore owned by the Newburyport Redevelopment Authority (NRA).

SECTION 3. Elimination of NRA Powers.

Notwithstanding any general or special law, state agency regulations or guidelines to the contrary, after the effective transfer and conveyance to the City of the entirety of all of NRA's personal and real property interests, as required by this chapter, all remaining powers and authorities held by the Newburyport Redevelopment Authority (NRA), without exception, and including, without limitation, the power of eminent domain, are hereby dissolved.

If any provision of this Chapter conflicts with any provisions of any general or special law, state agency regulations or guidelines, the provisions of this Chapter shall govern.

If at any point after the passage of this chapter, the City of Newburyport determines that a new redevelopment authority shall be necessary in the City for any reason, it may vote to organize a new redevelopment authority in accordance with Massachusetts General Laws (MGL) Chapter 121B, Section 4.

SECTION 5. Records of the Newburyport Redevelopment Authority.

All members of the Newburyport Redevelopment Authority immediately prior to the effective date of this chapter shall immediately transfer all files, legal and financial records or other materials belonging to the Newburyport Redevelopment Authority to the City of Newburyport, acting through its Office of Planning and Development. Such files, records and materials shall include any such items held by consultants or legal counsel to the NRA, without reservation.

SECTION 6. Effective Date.

This Chapter shall take effect upon its passage by the General Court.



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)

TO: City Council / Planning & Development Committee
 Planning Board

FROM: Andrew R. Port, Director of Planning & Development

CC: Donna D. Holaday, Mayor
 Paul O'Brien, Chief Administrative Officer

DATE: April 24, 2018

RE: Proposed Zoning Amendments on Council Agenda / in Planning & Development Committee Docket:

- (1) "Zoning Amendment – Marijuana Businesses with Retail Sales"
- (2) "Zoning Amendment – Marijuana Businesses without Retail Sales (Cultivation)"

Background

Two (2) zoning amendments addressing permitting requirements for marijuana-related businesses are submitted herewith for the April 30, 2018 Council meeting. Pursuant to the Newburyport Zoning Ordinance these two amendments should be forwarded collectively to the Planning Board and Planning & Development Committee for a joint public hearing and recommendation prior to a vote by the full Council. As most of you know now it is imperative that the City move forward with adoption of zoning provisions addressing this new category of uses, for which licenses will be issued throughout the Commonwealth beginning in June (*by the Massachusetts Cannabis Control Commission or "CCC"*).

The attached zoning amendments should be discussed collectively since they are related and address the following categories of marijuana-related uses:

1. Marijuana Businesses with Retail Sales (*also known as dispensaries*) – the "long amendment"
2. Marijuana Businesses without Retail Sales (*primarily cultivation*) – the "short amendment"

While this office would typically recommend adoption of a single zoning amendment addressing the full scope of the above uses in a single document, it is my understanding that the Council may wish to deliberate and vote on each of the above components separately. Accordingly, we have parsed the substantive content into two (2) parts, as noted above, and attached hereto.

At this time we anticipate that the Planning Board and City Council Planning & Development (P&D) Committee hold a Joint Public Hearing regarding these zoning amendments on May 16, 2018. We

anticipate that the Council will take action on these proposed amendments in the coming weeks, pending receipt of recommendations from the Planning Board and Planning & Development Committee.

The attached City-wide zoning map depicts various locations considered as potential "suitable" locations for marijuana-related businesses by the "Marijuana Ad Hoc Committee" comprised of various community leaders and stakeholders. Ultimately, the attached zoning amendment(s) are the product of these discussions and general consensus reached therein. Please note that Option C (*downtown business districts*) was rejected as a suitable location for marijuana-related businesses (*in particular retail sales*). Since the City of Newburyport has only three (3) notable retail/commercial districts (*Downtown, Storey Ave and the Route 1 Traffic Circle*) the result (*by process of elimination*) was to designate the latter two (*Storey Ave and the Route 1 Traffic Circle*) as areas suitable for supporting retail sales of marijuana, and the associated vehicular traffic these uses may generate. Conversely, there was consensus that the only area suitable to support the cultivation of marijuana, and ancillary uses like research and development (R&D), is the Newburyport Business and Industry Park. Provided such cultivation, or R&D, is operating within an enclosed building or structure, and there are no retail sales on premises, there would be no notable distinction between these uses and any other manufacturing use elsewhere in the Business Park.

Following is a summary of the content and substance of each of the two related amendments:

Marijuana Businesses with Retail Sales

This is the longer of the two zoning amendments because it includes provisions, standards and permitting procedures applicable to both retail and non-retail (*e.g. cultivation* and R&D) marijuana uses. More specifically, this amendment would:

- A. Require a discretionary Special Permit from the Planning Board for all marijuana-related uses within the City;
- B. Differentiate between marijuana businesses which include retail sales and those that do not;
- C. Allow medical marijuana businesses *which do not include retail sales* within the Business Park;
- D. Allow marijuana businesses (*both medical and adult/recreational*) *which do include retail sales* within the B-1 Zoning District (*i.e. Storey Ave and the Route 1 Traffic Circle*) thereby eliminating all retail sales "dispensaries" (*and associated retail traffic*) from the Business Park;
- E. Require a 250' buffer zone from residential districts for all marijuana-related businesses within the Business Park.
- F. Require a 500' buffer zone from various "protected uses" for all marijuana-related businesses (*e.g. schools, parks, daycare facilities, etc.*)
- G. Establish permitting and parking requirements for all marijuana-related businesses to be administered by the Newburyport Planning Board during review of Special Permit applications.

Marijuana Businesses without Retail Sales (Cultivation)

This is the shorter of the two zoning amendments because it relies upon the preceding amendment to address provisions, standards and permitting procedures applicable to all marijuana uses. While this

amendment specifically addresses the cultivation of marijuana (*i.e. within the Business Park*) it should be viewed as a supplement to the previous zoning amendment (*which primarily deals with retail sales establishments*). This amendment would:

- A. Allow adult/recreational marijuana businesses *which do not include retail sales (primarily those involving cultivation)* within the Business Park; and
- B. Amend the Newburyport Zoning Map to eliminate the duplicative, and henceforth unnecessary, "Medical Marijuana Overlay District" within the Business Park.

Illustrative Maps

The attached illustrative maps depict the location of relevant zoning districts, and the associated buffer zones required, applicable to siting of licensed marijuana businesses in the City. They are as follows:

- i. **Industrial Park** (*Zoning Districts I-1 & I-1B*) [*cultivation, R&D, etc.*]
- ii. **Storey Ave** (*Zoning District B-1*) [*retail sales*]
- iii. **Route 1 Traffic Circle** (*Zoning District B-1*) [*retail sales*]

Conclusion

Collectively, these two amendments address the location, protective buffers, and permitting requirements associated with marijuana sales and cultivation, as well as ancillary marijuana-related uses such as research and development. I strongly recommend that discussion, deliberation and final votes on these amendments be done simultaneously (*i.e. on the same night*) so that there are no inconsistencies, gaps or loopholes in the adopted zoning provisions. Failure to adopt both amendments at the same time may result in unintended consequences, since the City is obligated to address the permitting requirements of all marijuana-related businesses, now legal in Massachusetts. While these uses are new, still evolving, and the subject of much debate, failure to reach consensus and adopt zoning provisions addressing them in a timely manner may leave the City open to proposals and litigation for the siting of marijuana-related businesses in less desirable locations across the City.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 30, 2018

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEWBURYPORT

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

THAT the Zoning Ordinance, Appendix A of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended pursuant to Section XII-B "Adoption and Amendment" as follows:

Section V-D: Table of Use Regulations

Delete the following use from the Table of Use Regulations, along with the corresponding row:

- Medical Marijuana Treatment Center (Num 217)

Add the following new uses to the Table of Use Regulations, as additional rows inserted in alphabetical order under a new grouping numbered 8 and entitled "Marijuana-Related Uses":

Use	Num
• Marijuana Establishment (<i>with retail sales</i>)	801
• Marijuana Establishment (<i>without retail sales</i>)	802
• Medical Marijuana Treatment Center or Registered Marijuana Dispensary (<i>with retail sales</i>)	803
• Medical Marijuana Treatment Center or Registered Marijuana Dispensary (<i>without retail sales</i>)	804

The above referenced use numbered 804 shall be permitted only by Special Permit (SP) in the following zoning districts, and so indicated in said table:

- I-1 (Industrial District)
- I-1B (Industrial District)

Wherever the above referenced use numbered 804 is listed as permitted by Special Permit (SP) said notation shall be accompanied by reference to footnote (h) of the Table of Use Regulations, which reads as follows:

(h) See section V-G entitled "Medical Marijuana Treatment Centers" for additional requirements and restrictions.

The above referenced uses numbered 801 and 803 shall be permitted only by Special Permit (SP) in the following zoning district, and so indicated in said table:

- B-1 (Business District)

For all other zoning districts the above referenced uses shall be prohibited, or "Not Permitted" (NP), and so indicated in said table.

Wherever the above referenced uses numbered 801 and 803 are listed as permitted by Special Permit (SP) said notation shall be accompanied by reference to the following new footnote to the Table of Use Regulations:

- (i) *The Planning Board shall act as the designated Special Permit Granting Authority (SPGA) for this use. See Section XXX entitled "Licensed Marijuana Businesses" for additional requirements and restrictions.*

Section XXX: Licensed Marijuana Businesses

Insert a new Section XXX, entitled "Licensed Marijuana Businesses" as follows:

XXX-A Purposes.

The purpose of this Section is to provide for the establishment of both medical and recreational Marijuana Businesses in the City of Newburyport in as much as:

1. Medical Marijuana Treatment Centers (MMTCs), also known as "Registered Marijuana Dispensaries" (RMDs), are authorized in the Commonwealth of Massachusetts pursuant to Chapter 369 of the Acts of 2012 (entitled "An Act for the Humanitarian Medical Use of Marijuana"), M.G.L. Chapter 94I (entitled "Medical Use of Marijuana") and 105 CMR 725 (entitled "Implementation of an act for the humanitarian medical use of marijuana");
2. "Marijuana Establishments" for the adult, non-medical use of marijuana, are authorized in the Commonwealth of Massachusetts pursuant to Chapter 334 of the Acts of 2016, as amended by Chapter 351 of the Acts of 2016 and Chapter 55 of the Acts of 2017, as further codified in General Laws Chapter 94G (entitled "Regulation of the Use and Distribution of Marijuana Not Medically Prescribed") and regulations promulgated by the Massachusetts Cannabis Control Commission (CCC) in 935 CMR 500 (entitled "Adult Use of Marijuana");
3. The City seeks to protect the public welfare, health and safety of the residents of Newburyport;
4. These zoning regulations provide for the placement of all medical and recreational marijuana-related businesses in suitable locations; and
5. The City seeks to minimize any potential adverse impacts of medical and recreational marijuana-related businesses on adjacent properties, residential neighborhoods, schools, playgrounds and other locations where minors congregate by regulating the siting, design, placement, security and removal of such marijuana businesses.

XXX-B Definitions.

Where not expressly defined in this section or elsewhere in the Newburyport Zoning Ordinance, terms used in this section (XXX) shall be interpreted as defined in the statutes and regulations cited in Section XXX-A § 1 & 2 above.

Commission or CCC means the Massachusetts Cannabis Control Commission established by G.L. c. 10, §76, or its designee.

Department of Public Health or DPH means the Massachusetts Department of Public Health.

License means the required certificate issued by the Commonwealth for a Marijuana Business.

Licensee means a person or entity licensed by the Commonwealth to operate a Marijuana Business.

Marijuana Business means a Medical Marijuana Treatment Center, Marijuana Establishment, or any combination or part thereof.

Marijuana Establishment means a Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, as set forth in G.L. c.94G, § 1 and regulations promulgated thereunder.

Medical Marijuana Treatment Center (MMTC), also known as a Registered Marijuana Dispensary (RMD), means an entity registered under 105 CMR 725.100: Registration of Registered Marijuana Dispensaries, or licensed by the Cannabis Control Commission pursuant to G.L. c.94I, that acquires, cultivates, possesses, processes (including development of related products such as edible cannabis or marijuana products, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing cannabis or marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers for medical use. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of cannabis or marijuana for medical use.

XXX-C Special Permit Required.

Pursuant to Chapter 40A of the Massachusetts General Laws, as well as under the home-rule powers of the City pursuant to Sections 1 and 6 of Article II of the Articles of Amendment of the Constitution of the Commonwealth of Massachusetts, as amended by Article LXXXIX of said Articles of Amendment, and in order to mitigate potential secondary adverse impacts, a special permit is required for a Marijuana Business within the City of Newburyport.

XXX-D License Requirements and Conditions of Use.

1. Marijuana Businesses shall be properly licensed by the Commonwealth of Massachusetts Cannabis Control Commission (CCC) or Department of Public Health (DPH), as applicable, pursuant to regulations promulgated therefore.
2. No Marijuana Business shall be permitted for, or otherwise allow, on-premises social consumption.

3. No Marijuana Business shall be permitted to operate outside of an enclosed building or structure.
4. No Marijuana Business located within the Business and Industry Park zoning districts (I-1 and I-1B) shall be permitted to conduct in-person retail sales on premises. This restriction shall not be construed to prohibit the transfer or delivery of marijuana-related products to other locations where in-person retail sales of marijuana-related products are permitted.

XXX-E Parking Requirements.

Parking requirements for Marijuana Businesses, as those businesses are more particularly defined in G.L. c.94G and the regulations promulgated thereunder, shall be as follows:

- "Craft Marijuana Cooperative": 1 per employee plus 1 per 300 square feet gross floor area
- "Independent Testing Laboratory": 0.75 per employee in maximum shift plus 1 per company vehicle
- "Marijuana Cultivator"; 0.75 per employee in maximum shift plus 1 per company vehicle
- "Marijuana Establishment"; 0.75 per employee in maximum shift plus 1 per company vehicle, unless otherwise noted
- "Marijuana Product Manufacturer"; 0.75 per employee in maximum shift plus 1 per company vehicle
- "Marijuana Retailer"; 3 per 1,000 square feet of gross floor area (GFA)
- "Marijuana Transporter"; 0.75 per employee in maximum shift plus 1 per company vehicle
- "Medical Marijuana Treatment Center"; 1 per employee plus 1 per 300 square feet gross floor area
- "Microbusiness"; 0.75 per employee in maximum shift plus 1 per company vehicle
- "Research Facility"; 0.75 per employee in maximum shift plus 1 per company vehicle
- Any other Marijuana Business: 0.75 per employee in maximum shift plus 1 per company vehicle

XXX-F Required Buffer Zones & Restrictions on Location

1. Residential Districts: No Marijuana Business within the Business and Industry Park zoning districts (I-1 and I-1B) shall be located or permitted within two hundred and fifty (250) feet of any residential district. Nor shall any Marijuana Business within said districts (I-1 and I-1B) be located or permitted northwest of Hale Street.
2. Protected Uses: No Marijuana Business shall be located or permitted within five hundred (500) feet of:
 - a. a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12;
 - b. a nursery school or daycare facility;
 - c. a public library;

- d. a public park or playground;
 - e. a municipal youth or recreation center;
 - f. a public swimming pool; or
 - g. any similar facility in which children commonly congregate in an organized, ongoing, formal basis.
3. Measurement: The distance under this section shall be measured in a straight line from the nearest point of the property or district line in question to the nearest point of the building or structure where the Marijuana Business is or will be located.

XXX-G**Permitting Procedure & Criteria for Approval.**

Permit Granting Authority: The Planning Board shall act as the designated Special Permit Granting Authority (SPGA) in administering this section.

Special Permit Required: Marijuana Businesses may be permitted only pursuant to a Special Permit hereunder. The Planning Board shall review and may deny, approve, or approve with conditions all applications hereunder in accordance with the procedures listed in Subsection X-H.8. The SPGA shall approve a Business if the SPGA determines that the proposed use meets all the requirements of this section and, in addition, the special permit criteria of Subsection X-H.7. Application for a special permit shall be submitted to the SPGA pursuant to the submission requirements, and procedures contained in Section X-H.7.

Documentation Required to Support an Application: To support any Special Permit application under this section, the applicant shall provide as part of the application to the SPGA the following documentation:

1. A copy of its application, registration and/or certificate as a Marijuana Business from the CCC or DPH (as applicable);
2. A letter from the owner of the property on which the proposed Marijuana Business is to be located indicating approval of the proposed use and submission of the application to the SPGA.
3. A detailed floor plan of the premises of the proposed Marijuana Business that identifies the square footage available and describes the functional areas of the proposed use;
4. Detailed site plans that include the following information:
 - a. Compliance with the requirements for parking and loading spaces, for lot size, frontage, yards and heights and coverage of buildings, and all other provisions of this Ordinance;
 - b. Convenience and safety of vehicular and pedestrian movement on the site and for the location of driveway openings in relation to street traffic;
 - c. Convenience and safety of vehicular and pedestrian movement off the site, if vehicular and pedestrian traffic off-site can reasonably be expected to be substantially affected by on-site changes;
 - d. Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the premises (and anticipated number of visitors), including designated parking for employees and home delivery vehicle(s), as applicable;

- e. Design and appearance of proposed buildings, structures, freestanding signs, screening and landscaping; and
 - f. Adequacy of water and electrical supply, surface and subsurface drainage and site lighting.
5. A description of any proposed security measures for the Marijuana Business, including but not limited to security cameras and employee security policies;
 6. A copy of proposed waste disposal procedures for the Marijuana Business;
 7. A detailed description of the applicant's proposed measures to advertise services available at the proposed Marijuana Business, including but not limited to the use of websites, local media and signage.
 8. A Traffic Impact Analysis (Traffic Study) for the proposed use and site consistent with the requirements of Section XV-E(b)(4) of this Ordinance; and
 9. Documentation regarding the projected use, and adequacy, of public and private utilities and infrastructure required for operation of the proposed Marijuana Business, including, but not limited to:
 - a. Water
 - b. Wastewater
 - c. Electricity

These materials shall be in addition to those submission materials required in section X-H(7) "Special Permits."

Traffic & Impact Studies: To aid the SPGA in its review, the owner shall pay all costs for the SPGA to engage a properly licensed traffic engineer, consulting engineer or other professionals experienced in the review of traffic studies and/or community impact reports, deemed necessary in the opinion of the SPGA to ensure that the proposed Marijuana Business will not unduly burden the City's water and wastewater systems or result in undue traffic congestion or safety concerns in the immediate vicinity of the proposed facility and/or site. The portions of this section (and its regulations, if any) requiring the payment of consultant fees are promulgated under the concurrent authority of Massachusetts General Laws Chapter 44, Section 53G.

Signage: All signage shall conform to the requirements of the Newburyport Zoning Ordinance. The SPGA may impose additional restrictions on signage as appropriate to mitigate any aesthetic impacts. Use of medical symbols, images of marijuana, related paraphernalia, and text or colloquial references to cannabis and marijuana on any signage is prohibited.

Departmental Review: The SPGA shall refer copies of the application to the Building Department, Fire Department, Police Department, Board of Health, and the Department of Public Works. These boards/departments shall review the application and shall submit their written recommendations to the SPGA. Failure to make recommendations within 45 days of referral of the application shall be deemed lack of opposition.

XXX-H Decision and Conditions of Approval

Public Hearing and Decision: After notice and public hearing (in accordance with Section X-H(7) and consideration of application materials, consultant reviews, public comments, and

the recommendations of other City boards and departments, the SPGA may act upon such a permit.

Required Findings: The SPGA may approve a Marijuana Business application only if it makes written findings based upon evidence in the record that the applicant has satisfied the requirements of this section and section X-H(7)(A).

Special Permit Conditions: The SPGA shall impose conditions upon the issuance of a Marijuana Business Special Permit reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's Marijuana Business, the SPGA shall include the following conditions in any special permit granted under this Section:

- i. Hours of Operation (if any)
- ii. The permit holder shall provide to the Building Inspector, Director of Planning and Development, Director of Public Health, Fire Chief and Police Marshal, the name, telephone number and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.
- iii. The special permit authorizing the establishment of a Marijuana Business shall be valid only for the specific registered person or entity to which the special permit was issued, and only for the site on which the Marijuana Business has been authorized by special permit. If any license for the Marijuana Business has been revoked or if the license is to be transferred to another controlling entity, or is to be relocated to a different site, a new special permit shall be required.
- iv. A Marijuana Business shall be located only in a permanent building and not within any mobile facility. All sales shall be conducted either within the building or by home deliveries to qualified clients pursuant to applicable state and local regulations. This provision shall not be construed to limit or prohibit the transport of marijuana and marijuana-related products in accordance with CCC regulations.
- v. A Special Permit shall only be valid for use by the Applicant and will become null and void upon the sale or transfer of the license of a Marijuana Business or a change in the location of the business.
- vi. In the event that the Commonwealth's licensing authority suspends the license or registration of a Marijuana Business, the Special Permit shall be so suspended by the City until the matter is resolved to the satisfaction of said licensing authority.
- vii. The Special Permit shall be considered null and void if meaningful construction has not begun on the project within 2 years of obtaining said permit, or such additional time extension as may be granted at the discretion of the Planning Board.
- viii. The permit holder shall notify the Building Inspector, Director of Planning and Development, Director of Public Health, Fire Chief and Police Marshal and the SPGA in writing within 48 hours of the cessation of operation of the Marijuana Business or the expiration or termination of the license holder's certificate or registration with the CCC and/or DPH.
- ix. The permit holder shall at all times comply with regulations regarding Marijuana Businesses promulgated by the Board of Health.

- x. The Police Department, Fire Department, Building Inspector, Zoning Enforcement Officer, Director of Planning & Development and Director of Public Health shall have the right to inspect the subject premises to assure compliance with the special permit.
- xi. Prohibition Against Nuisances: No use or operation shall be allowed at any Marijuana Business which creates a nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

XXX-I Severability.

The provisions of this section are severable. If any of its provisions, sections, subsections, paragraphs, sentences, or clauses, or the application thereof to any person, entity, establishment, or circumstances shall be held to be invalid or unconstitutional by any court of competent jurisdiction, then the remainder of this section and the application thereof shall continue to be in full force and effect. The invalidity of any provision of this Section shall not affect the validity of the remainder of this Section or the Newburyport Zoning Ordinance.

Councillor Barry N. Connell

pjb

Dear Jared:

Pursuant to our telephone conversation, attached please find relevant portions from the CCC's most recent *Guidance for Municipalities*. Although not a legal opinion, the Guidance document reflects the CCC's interpretation of the law. It indicates that a moratorium of reasonable length may be passed as a zoning amendment. It also states that the number of marijuana *retailers* may be limited to 20% of the number of liquor licenses (the proposed Newburyport Ordinance contains no limitation). The question of whether to enact a complete prohibition on marijuana establishments for adult use (cultivation and/or retail) may be posed to the people of the municipality at a regular or special election per the Guidelines. A Registered Marijuana Dispensary cannot be prevented from converting to a marijuana establishment for adult use.

There are a number of different types of marijuana establishments, but the proposed Newburyport ordinance does not make any distinction except as to "with" or "without" retail. The proposed ordinance does not include any residential buffer zone for retail marijuana use and the proposed marijuana retail zone abuts residential areas. As I understand it, the proposed marijuana retail use corridor is too narrow to accommodate even a 250 ft. buffer zone and still remain viable, so no buffer zone is proposed. The expanded proposed marijuana cultivation zone, **which now includes the entire Industrial Park**, also abuts residential areas and the buffer zone is only 250 ft. for residential areas that abut Districts I-1 and I-1B. As we understand it, two companies have expressed an interest to operate marijuana establishments in the Park. If this becomes a permitted use throughout the Park, it is conceivable that marijuana establishments may buy out existing leases and properties, if the price is right. This could result in a de facto major shift in policy and economic strategy for the City.

A moratorium would afford a more reasonable time frame to evaluate the City's options and would afford the citizens of Newburyport an opportunity to opine through a ballot initiative. The proposed changes will have a long-term impact on the Business and Industry Park and on residents, with potentially harmful and unintended consequences.

The Joint Planning Board and City Council Committee Meeting on this issue will take place at City Hall on May 16. The hearing before the Zoning Board of Appeals on the pending zoning variance application to add restaurant use and entertainment in the Park is scheduled for May 22.

The Chamber and EDAC appreciate the opportunity to work with you and our other councilors on these important issues.

As always, thank you for your time and consideration. Grace

Grace Gonzalez Connolly
Law Offices of Connolly & Connolly
P.O. Box 332 51 Green Street
Newburyport, MA 01950978-462-2251
978-463-8282 (Fax)
grace@connolly.legal

- If a municipality voted no on the initiative, then the governing body may limit or ban the number of marijuana establishments by passing a bylaw or ordinance prior to and including December 31, 2019.
- If a municipality voted yes on the initiative or if it is after December 31, 2019, then the question must be posed to the people of the municipality at a regular or special election following a specific process and wording.
- There is legislation pending - malegislature.gov/Bills/190/H4284 - to clarify the election process.

*Rec'd at
Regular
Special
Election*

Ban:

If a municipality enacts a complete prohibition on marijuana establishments for adult use through a general bylaw or ordinance, the Commission will not issue a license so as to authorize the conversion of a registered marijuana dispensary to a marijuana establishment for adult use in that municipality.

Limited Number:

If a municipality adopts a general bylaw or ordinance imposing a limitation on the number of marijuana establishments within its community, such that the amount allowed is less than the registered marijuana dispensaries within that community, the municipality must determine which registered marijuana dispensaries will be permitted to proceed to the application process for adult use by executing a host community agreement with those dispensaries.

Local Control: Buffer Zones, Signage, and Transportation

Buffer Zone:

Under state law, a marijuana establishment may not be located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. Municipalities may adopt an ordinance or bylaw to reduce that distance requirement.

Signage:

A municipality may regulate, by bylaw or ordinance, signage regarding marijuana-related uses, but the ordinance or bylaw may not impose a standard more restrictive than those applied to retail establishments selling alcoholic beverages within the municipality.

Transportation:

Municipalities are prohibited from barring the transportation of marijuana or marijuana products or adopting an ordinance or by-law that makes the transportation of marijuana or marijuana products unreasonably impracticable.

Questions?

If you have additional questions regarding types of Marijuana Establishments, please contact the Commission at CannabisCommission@State.MA.US or (617) 701-8400.

The Commission encourages municipalities to carefully consider the impact of the particular marijuana establishment proposed for a community, as well as benefits it may bring in local revenue and employment, when negotiating a host community agreement.

There is legislation pending to protect host community agreements executed on or before July 1, 2017 malegislature.gov/Bills/190/H4284. The same legislation requires municipalities receiving community impact fee payments to establish a separate account into which fee payments must be deposited.

Local Control: Taxes

A municipality that accepts the local sales tax option may collect a 3% tax on sales of marijuana by a marijuana retailer to a consumer. The tax will be collected with other sales tax and distributed to municipalities at least four times per year. Please note that there is legislation pending - malegislature.gov/Bills/190/H4284 - that would remove "marijuana products intended for consumption as defined in G.L. c.94G" from the exemption from sales tax for food products for human consumption in G.L. c.64H §6.

Local Control: Bylaws & Ordinances

The law allows, but does not require, municipalities to pass bylaws and ordinances governing the "time, place, and manner" of marijuana establishments (cultivators, retailers, manufacturers, testing labs, and any other licensed marijuana-related businesses) as well as businesses dealing with marijuana accessories. Such bylaws and ordinances may not be "unreasonably impracticable."

Under the definition in the law, this means that the local laws cannot be so difficult to comply with that they would subject licensees to unreasonable risk, or require such a high investment of risk, money, time or any other resource or asset, that a reasonably prudent businessperson would not operate a marijuana establishment.

Alternatively, a municipality may determine a proposed marijuana-related use falls under an existing use authorized by its bylaws or ordinances. For the purpose of understanding how to respond to a notification from the Commission that an application has been deemed to be complete, the Commission provides the following interpretation of the limits of local control.

Local Control: Conversion from Medical Use to Adult Use

Zoning bylaws or ordinances are not permitted to operate to prevent the conversion of an RMD registered not later than July 1, 2017 that is engaged in the cultivation, manufacture or sale of marijuana or marijuana products to a marijuana establishment for adult use engaged in the same type of activity. The Commission interprets conversion to include not only replacing the operation of a registered marijuana dispensary entirely with the operation of a marijuana establishment, but also to address adding marijuana establishment operations to the operations of a RMD.

There is legislation pending - malegislature.gov/Bills/190/H4284 - that clarifies this interpretation. A registered marijuana dispensary that has received its provisional or final registration no later than July 1, 2017 is grandfathered against zoning bylaws or ordinances that would prevent it from conducting the

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 14, 2018

Newburyport Ballot Question for Non-Medical Marijuana Retailer Ban

Shall this City adopt the following zoning and general ordinances?

Summary: This question seeks voter approval of a zoning ordinance and a general ordinance prohibiting non-medical marijuana retailers, to include entities licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell or otherwise transfer marijuana and marijuana products to marijuana establishments and to consumers, from locating and operating within the City. This ballot question and the related ordinances will not affect the location or operation of medical marijuana dispensaries or other non-medical marijuana establishments within the City.

A. Zoning Ordinance:

Section V-I, Prohibition of Non-Medical Marijuana Retailers. Consistent with G.L. c. 94G, Section 3(a)(2), "Marijuana Retailers" as defined in G.L. c. 94G, Section 1, shall be prohibited within the City of Newburyport. This prohibition shall not apply to the sale, distribution, manufacture or cultivation of marijuana for medical purposes..

B. General Ordinance:

Chapter 9, Article X, Prohibition of Non-Medical Marijuana Retailers. Consistent with G.L. c. 94G, Section 3(a)(2), "Marijuana Retailers", as defined in G.L. c. 94G, Section 1, shall be prohibited within the City of Newburyport. This prohibition shall not apply to the sale, distribution, manufacture or cultivation of marijuana for medical purposes.

Yes ____

No ____

Afroz Khan
At-Large City Councillor

Larry G. Giunta
Ward 5 City Councillor

Heather L. Shand
Ward 3 City Councillor

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Order Regarding Lease of Coast Guard Auxiliary Building on Plum Island Point

Date: May 14, 2018

THAT pursuant to General Laws Chapter 40, Sections 15 and 15A the City Council of the City of Newburyport hereby designate the Coast Guard Auxiliary Building and underlying property located at 300 Northern Boulevard as surplus property, no longer required for exclusive use by the City, and further that the Council hereby transfers the care, custody, management and control of said property, including any structures thereon, to the Mayor for the purposes of further conveyance by lease, on terms and conditions, and for such consideration, as the Mayor deems appropriate, provided that as a condition of said lease the City shall:

- a) retain rights to use said building as an election/polling location;
- b) maintain rights for the local Coast Guard Auxiliary (a.k.a. Flotilla 38) to use said building for educational and training purposes consistent with a 2004 Memorandum of Understanding in relation thereto;
- c) require that any rehabilitation, preservation and/or maintenance of said historic building be made in compliance with the Secretary of the Interior's Standards for Rehabilitation; and
- d) require the designated lessee to comply with all terms and conditions memorialized in the 2002 Quitclaim Deed to the City from the United States Coast Guard;
- e) use any proceeds from lease of the subject property to address ongoing Plum Island erosion, its beach/ecosystem, its beach cleanliness and other Newburyport Plum Island concerns.

Councillor Sharif I. Zeid

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 11, 2018

Amendment proposed in Cmte. on August 8, 2018

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEWBURYPORT

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

THAT the Zoning Ordinance, Appendix A of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended pursuant to Section XII-B "Adoption and Amendment" as follows:

Section V-D: Table of Use Regulations

Uses numbered 801 ["Marijuana Establishment (with retail sales)"] and 803 ["Medical Marijuana Treatment Center or Registered Marijuana Dispensary (with retail sales)"] shall be permitted only by Special Permit (SP) in the following zoning districts, and so indicated in said table:

- B-1 (Business District)*
- ~~B-2 (Downtown Business District)~~
- ~~B-3 (Neighborhood Business District)~~

** Uses 801 and 803 are permitted are so permitted solely within that certain B1 zoning district centered around the intersection of State Street and Route 1 (Route 1 Traffic Circle), and, in addition, Use 801 is limited to the Marijuana Retailer subtype. For further limitations see Section XXXI.*

Wherever the above referenced uses numbered 801 and 803 are listed as permitted by Special Permit (SP) said notation shall be accompanied by reference to the following footnote to the Table of Use Regulations:

- (h) *The Planning Board shall act as the designated Special Permit Granting Authority (SPGA) for this use. See Section XXX entitled "Licensed Marijuana Businesses" for additional requirements and restrictions.*

For all other zoning districts the above referenced uses 801 and 803 shall be prohibited, or "Not Permitted" (NP), and so indicated in said table.

Section V-H: Temporary Moratorium on Recreational Marijuana Establishments

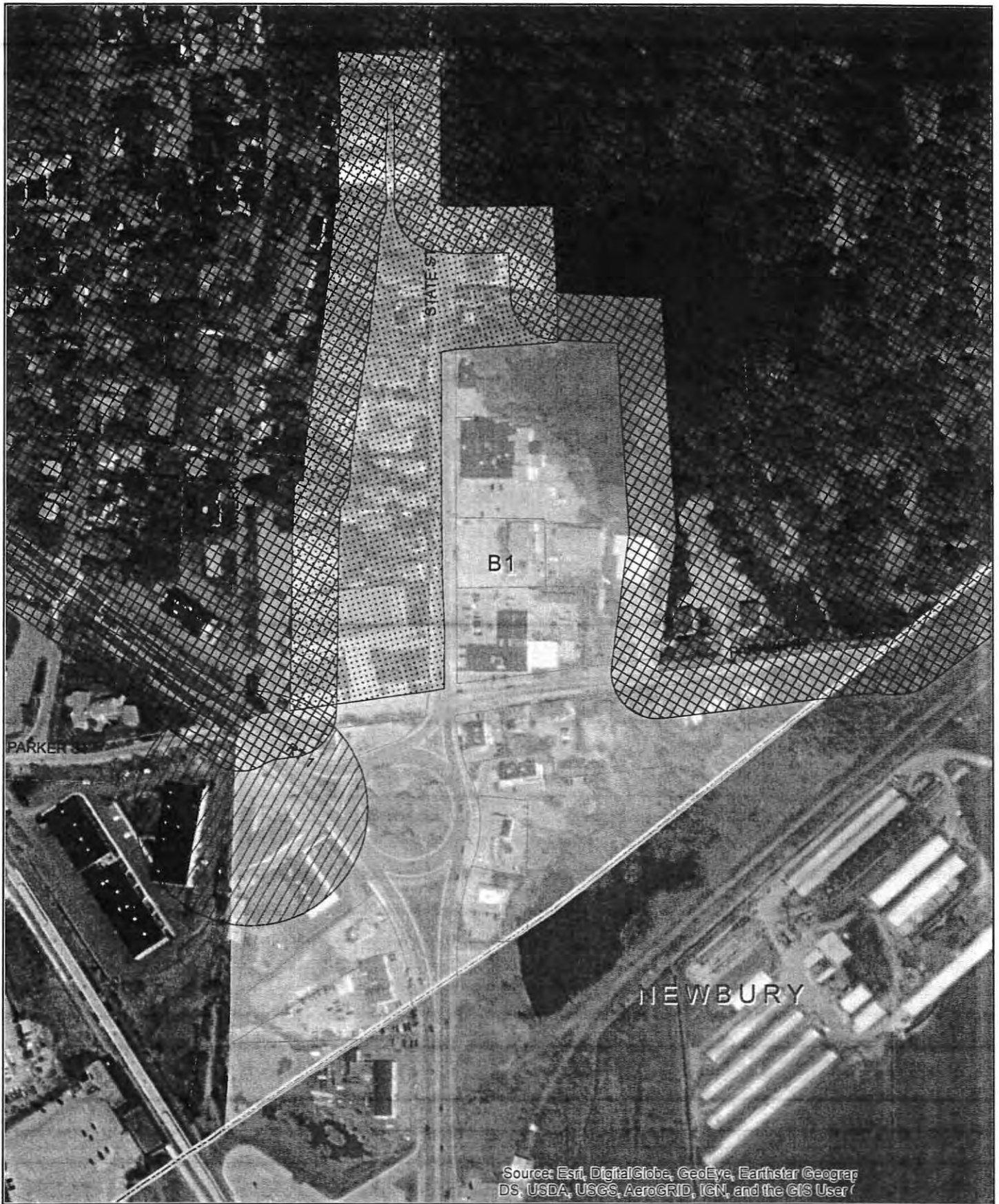
Delete Section V-H (entitled "Temporary Moratorium on Recreational Marijuana Establishments") in its entirety.

XXXI-F – Required Buffer Zones & Restrictions on Use.

Amend Section XXXI-F (entitled "Required Buffer Zones & Restrictions on Use") to read as follows, with deletions ~~double-stricken through and italicized~~, and additions double-underlined and italicized:




1. Residential Districts: No Marijuana Business within the Business and Industry Park zoning districts (~~BPI-I and I-IB~~) shall be located or permitted within two hundred and fifty (250) feet of any residential district measured in a straight line from the nearest point of the property or district line in question to the nearest point of the building or structure where the Marijuana Business is or will be located. Nor shall any Marijuana Business within said districts (~~BPI-I and I-IB~~) be located or permitted northwest of Hale Street. No Marijuana Business within the Business district (B1) shall be located or permitted within one hundred (100) feet of any residential district, measured in a straight line from the nearest point of the property or district line in question to the nearest point of the building or structure where the Marijuana Business is or will be located. Nor shall any Marijuana Business within said district (B1) be located or permitted at a lot that is both west of State Street and north of Parker Street, nor on the easterly side of State Street north of 149 State Street (Map 34, Parcel 14).
2. Protected Uses: No Marijuana Business shall be located or permitted within ~~five hundred (500)~~ two hundred and fifty (250) feet, measured in a straight line from the main entrance of the establishment to be protected and the nearest point of the building or structure where the Marijuana Business is or will be located, of:
 - a. a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12;
 - b. a pre-existing nursery school or daycare facility;
 - c. a pre-existing public library;
 - d. a pre-existing public park or playground;
 - e. a pre-existing municipal youth or recreation center;
 - f. a pre-existing public swimming pool; or
 - g. any similar pre-existing facility in which children commonly congregate in an organized, ongoing, formal basis.
3. ~~Measurement: The distance under this section shall be measured in a straight line from the nearest point of the property or district line in question to the nearest point of the building or structure where the Marijuana Business is or will be located.~~

Councillor Gregory D. Earls



XXXI-F Required Buffer Zones Route 1/Traffic Circle (B1)

Legend

-  100' Buffer From Residential Districts
-  Specifically Excluded
-  250' Buffer from Entrance of Protected Use

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

July 16, 2018

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

THAT the City Council of the City of Newburyport hereby approves and authorizes the acceptance of a Preservation Restriction between the City, acting by and through the Newburyport Historical Commission, and 58 Middle Street Realty Trust, for the property located at 50-58 Middle Street, Newburyport; and

Further, that the Mayor of the City of Newburyport, the City Council President and City Clerk are hereby authorized to sign the said Preservation Restriction as may be required, to act on behalf of the City and enter into any and all instruments, including acceptance of said Preservation Restriction, and in accordance with Massachusetts General Laws Chapter 184, and to take any other actions necessary to execute this acceptance and the associated Preservation Restriction accordingly.

Councillor Jared J. Eigerman

PRO
JE/C

PRESERVATION RESTRICTION AGREEMENT

Between

58 Middle Street Realty Trust
and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION is made this ____ day of ____ 2018 (this "Restriction") by and between 58 Middle Street Realty Trust, located at 50-58 Middle Street, Newburyport, Essex County, Massachusetts 01950 ("Grantor"), and the CITY OF NEWBURYPORT ("Grantee"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be managed and enforced by its agent, the NEWBURYPORT HISTORICAL COMMISSION (the "Commission"), located at 60 Pleasant Street, Newburyport, Massachusetts, 01950.

WHEREAS, the Grantor is the owner in fee simple of certain real property located at 50-58 Middle Street, Newburyport, Massachusetts which was conveyed to 58 Middle Street Realty Trust by deed recorded with the Essex South Registry of Deeds on September 26, 2016 in Book 35617 and Page 183, attached hereto as Exhibit A. A portion of the foregoing property is that shown as **Lot B** on a plan titled "Plan of Land in Newburyport, MA, Showing Proposed Site Plan at 50-58 Middle Street (Map 7 – Lot 21)" prepared by Millennium Engineering for 58 Middle Street Realty Trust, George A. Haseltine Trustee and recorded in the Essex South Registry of Deeds Plan Book 465 Plan 21 on April 26, 2018 (the "Plan"), which Plan is attached hereto as Exhibit B, and incorporated herein by reference (the "Property"). This Restriction shall apply to the Property the exterior of said existing principal building, referred to as the "50 Middle Street House", and described as follows:

A gable-front-and-wing shaped house, believed to have been built circa 1900-1904. The house has a shed-roofed porch placed within the L made by the two wings, which is common in urban, folk-Victorian style buildings in the northeast. The roof ridge is of uniform height across both the front and the wing. The key architectural features of the house are described and shown in further detail in the Baseline Documentation.

WHEREAS, the Property is a contributing resource to the Newburyport Historic District listed in the State and National Registers of Historic Places on August 2, 1984, is historically significant for its architecture, associations, and/or archeology, and qualifies for the protections of perpetual preservation restrictions under Massachusetts General Laws, Chapter 184, sections 31, 32 and 33; and

WHEREAS, Grantor and Grantee recognize the architectural, historic and cultural values (hereinafter "preservation values") and significance of the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Property; and

WHEREAS, the preservation values of the 50 Middle Street House are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto as Exhibits A (Property Description), B (Site Plans), C (Massachusetts Historical Commission Inventory Form B) which Baseline Documentation the parties agree provides an accurate representation of the 19. Runs with the Land: Except as provided in paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the

Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the perpetual right of the Commission to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any Grantorship interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property as of the date hereof.

WHEREAS, the Photographic Documentation (Exhibit D)

Digital and archival photographic print copies of the Baseline Photographs shall be maintained by the Grantee with an address of:

City of Newburyport
c/o Newburyport Historical Commission
Newburyport City Hall,
60 Pleasant Street
Newburyport, MA 01950

WHEREAS, the 50 Middle Street House is in need of preservation and restoration; and will have its exterior restored in the following manner:

1. Vinyl siding to be replaced by cedar clapboards with four-inch reveal.
2. Bay window in front to be replaced by two windows to match above on second floor.
3. All windows to be replaced with aluminum clad, wood interior units with 2/2 muntin pattern, simulated divided light.
4. Asphalt used as driveway will be removed and replaced with Boston City Brick Pavers per the proposed site plan.
5. Boston City Brick Pavers will also be used for the driveway for Lot A.
6. Existing asphalt walkways around existing house on Lot B will be removed and replaced with natural stone.

WHEREAS, the Grantor has received a Variance from the City of Newburyport issued June 20, 2017 and filed with the City Clerk June 20, 2017 and recorded with the Essex (South) District Registry of Deeds in Book 36012, Page 205 for the construction and renovation of the structure along with a second Variance from the City of Newburyport issued June 20, 2017 and filed with the City Clerk June 20, 2017 and recorded with the Essex (South) District Registry of Deeds in Book 36012, Page 193 for the construction of another residential structure at 58 Middle Street, Newburyport, Essex County, Massachusetts on Lot A as shown on the Plan and the Grantor has agreed to impose a restriction in perpetuity on the Property for the preservation and renovation of the 50 Middle Street House, under the terms and conditions set forth herein and in such other documents as the parties may execute (the "Restriction" or "Preservation Restriction");

WHEREAS, the Grantor agrees and desires to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the 50 Middle Street House; and

WHEREAS, the preservation of the 50 Middle Street House is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 ("Act"); and

WHEREAS, the Commission is authorized to accept preservation restrictions in the name of the City of Newburyport and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40, Section 8D, authorized and directed by the Grantee to manage the Property and 50 Middle Street House burdened by such restrictions and to administer and enforce this restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross this Restriction over the Property and the exterior of the 50 Middle Street House to be administered, managed and enforced by the Commission during the Term of this Restriction.

1. Purpose: It is the purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the 50 Middle Street House, as described and documented in the Baseline Documentation, will be retained and maintained forever substantially in their historically-appropriate condition for preservation purposes and to prevent any use or change to the exterior of the 50 Middle Street House and specified interior features of the 50 Middle Street House or the Property that will significantly impair or interfere with the 50 Middle Street House's Preservation Values (the "Purpose of this Restriction"). Characteristics that contribute to the architectural and historical integrity of the Property including include, but are not limited to, the setting and location of the 50 Middle Street House; and the architectural features, materials, appearance, and workmanship thereof. All Exhibits shall be attached to and recorded with this Restriction.
2. Preservation Restriction: The Grantor grants the grantee the right to forbid or limit:
 - a. Any alteration to the appearance, materials, workmanship, condition or structural stability of the 50 Middle Street House unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the 50 Middle Street House, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with requirements in paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit E.
 - b. Any alteration to the appearance, materials, workmanship, condition or structural stability of the 50 Middle Street House governed by the Newburyport Historical Commission as listed and attached hereto as Exhibit E.
 - c. Any other act or use that may be harmful to the historic preservation of the 50 Middle Street House or the Property.
 - d. Notwithstanding anything to the contrary in this section 2, in the event the Grantor is required by law to make improvements to the 50 Middle Street House or the Property or is required in writing by its insurance carrier to make improvements to the 50 Middle Street House or the Property in order to avoid revocation of insurance and the Grantor has exhausted all methods of variance or appeal process related to either applicable law or insurance qualifications, the

Grantee and the Grantor agree that the Grantee may not forbid or limit the Grantor's ability to make the improvements. Said changes or improvements shall comply with the Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36CFR 67 and 68) (hereinafter the "Secretary's Standards"), and shall be designed in consultation with and subject to reasonable review by Grantee.

- e. Grantor agrees at all times to maintain the exterior of the 50 Middle Street House or the Property, as shown in the Restoration plans and in accordance with this Restriction and in compliance with all Federal, state and local laws, codes and ordinances applicable to the 50 Middle Street House or the Property. Grantor's obligation to maintain shall require repair, reconstruction and, where necessary, replacement in kind whenever necessary to preserve the 50 Middle Street House in a good, sound condition and state of repair.

- 3. Grantor's Covenants: Covenant to Maintain: Subject to paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the 50 Middle Street House in the same structural condition and state of repair existing as of the date of this Restriction, and thereafter to that existing following the substantial completion of restoration work to be completed. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the 50 Middle Street House. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the 50 Middle Street House whenever necessary in accordance with the policies and procedures of the Commission and in accordance with the Secretary's Standards.

- 4. Grantor's Covenants: Prohibited Activities: The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. The 50 Middle Street House shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;
- c. No above-ground utility transmission lines, except those reasonably necessary for the existing 50 Middle Street House, may be created on the Property, subject to utility easements already recorded;
- d. No additions and/or outbuildings may be attached to the 50 Middle Street House without prior approval of the Commission; and
- e. Moving the 50 Middle Street House to another location shall be forbidden without prior approval of the Commission.

- 5. Conditional Rights Requiring Grantee Approval: Subject to Paragraphs 3 and 4, and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the 50 Middle Street House without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the 50 Middle Street House, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the 50 Middle Street House. Grantor shall similarly not make any alterations to the surrounding Property that

would obscure the current view of the 50 Middle Street House, such as the installation of permanent signage without approval of the Commission.

Activities by Grantor to maintain the 50 Middle Street House and the Property, which are intended to be performed in accordance with the provisions of paragraph 3, and which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by Restriction Guidelines (Exhibit E), which are attached to this Agreement and hereby incorporated by reference.

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 4, the following rights, uses and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:
 - a. The right to engage in all those acts and uses that:
 - i. Are permitted by governmental statute or regulation;
 - ii. Do not substantially impair the preservation values of the 50 Middle Street House and the Property; and
 - iii. Are not inconsistent with the Purpose of this Restriction;
 - iv. Without further approval, are in conformance with the Restriction Guidelines attached as Exhibit E and Restoration Plan attached as Exhibit F.
 - b. Pursuant to the provisions of paragraph 3, the right to maintain and repair the 50 Middle Street House strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the 50 Middle Street House. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of paragraph 5.
7. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at paragraphs 2 and 5 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days or receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time, provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.
8. Standards for Review: In exercising any authority created by this Restriction to inspect the 50 Middle Street House; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the 50 Middle Street House following casualty damage, the Commission shall apply the Secretary's Standards.

9. Casualty Damage or Destruction: In the event the 50 Middle Street House shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of damage or destruction, such notification including what, if any, temporary emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the 50 Middle Street House and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within one hundred twenty (120) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which Commission approval shall not be unreasonably withheld, which report shall include the following:

- a. An assessment of the nature and extent of damage;
- b. A determination of the feasibility of the restoration of the 50 Middle Street House and/or reconstruction of damaged or destroyed portions of the 50 Middle Street House; and
- c. A report of such restoration/reconstruction work necessary to return the 50 Middle Street House to the condition existing at the date hereof or the condition subsequently approved by the Commission.

10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the 50 Middle Street House in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that restoration/reconstruction of the 50 Middle Street House is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze the 50 Middle Street House, and/or construct new improvements on the Property. Grantor and Grantee may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the 50 Middle Street House insured by an insurance company rated "A-1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the 50 Middle Street House, if damaged, without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's

written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the 50 Middle Street House; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the 50 Middle Street House; unless such injury, death, or damage is caused by Grantee or its boards, commission, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing;

Grantor: 58 Middle Street Realty Trust
c/o Lisa Mead, Mead, Talermin & Costa
30 Green Street,
Newburyport, Massachusetts 01950

Grantee: City of Newburyport
c/o Newburyport Historical Commission
Newburyport City Hall
60 Pleasant Street
Newburyport, MA 01950

Each party may change its address set forth herein by a notice to such effect to the other party.

14. Evidence of Compliance: Upon reasonable request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof.
15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the exterior of the 50 Middle Street House and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.
16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the 50 Middle Street House and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall,

at its own expense and with approval of Commission, reverse any actions or activities which violated this restriction and altered the 50 Middle Street House.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the 50 Middle Street House be maintained in any particular state or condition; notwithstanding the Commission's acceptance hereof Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Commission does not assume any liability or obligation relating to the condition of the 50 Middle Street House or the Property, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the 50 Middle Street House or Property received by Grantor from any government authority within five (5) business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.
18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.
19. Runs with the Land: Except as provided in paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property. The Grantor covenants that the Property will at all times be held, used, and conveyed subject to and not used in violation of the following restrictions, obligations and duties that shall run with the Property for ninety-nine (99) years. In any event, at the expiration of twenty-nine (29) years, the Grantor does hereby grant to the Commission the right to file an extension of this Restriction pursuant to the powers and assignment herein set forth, for any additional amount of time the Commission determines is in the best interest of the Commission to so file. The Commission is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Preservation Restriction; the Grantor on behalf of the Grantor and the Grantor's successors and assigns appoints the Commission as the Grantor's attorney-in-fact to execute, acknowledge and deliver any such instruments on the Grantor's behalf. Without limiting the foregoing, the Grantor and the Grantor's successors and assigns agree to execute any such instruments upon request.
20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government, to a local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources. Conveyance, assignment, or transfer of this Restriction requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantee shall seek Grantor's approval of said conveyance, assignment or transfer and Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.
21. Alternate Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law. In the event Grantee does so remove, the Grantee shall provide notice of same to the Grantor and shall forthwith provide the Grantor with the name, address and further contact information of the designee.

22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the City of Newburyport, by and through its Historical Commission, and its being recorded with the Essex (South) District Registry of Deeds.
23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in conditions surrounding the Property may make impossible the continued Grantorship or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the 50 Middle Street House resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approvals by the City of Newburyport by and through its Historical Commission following public hearings to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.
24. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interest in the Property that are subject to the taking and all incidental and direct damages resulting from taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.
25. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:
- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.
 - b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall constitute the entire Restriction of the parties.
 - c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.
 - d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted

from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.


26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.
27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such a release is in the public interest.
28. Archeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).
29. Revised Baseline Documentation: Following completion of the approved work as specified in the Restoration Plan (Exhibit F), a new set of comprehensive Baseline photographs shall be prepared to be filed with the Grantor and Grantee. Digital and archival photographic print copies of the Baseline Photographs shall be maintained by the Grantee with an address of:

City of Newburyport
c/o Newburyport Historical Commission
Newburyport City Hall,
60 Pleasant Street
Newburyport, MA 01950

IN WITNESS WHEREOF, the Grantor sets its hand and seal this 29th day of June, 2018.
By:

GRANTOR:

58 Middle Street Realty Trust


Its Trustee,
George Haseltine

Massachusetts

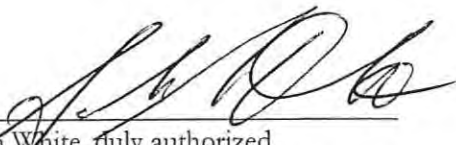
Essex, ss.

On this 29th day of June, 2018, before me, the undersigned notary public, personally appeared George A. Haseltine, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.


Notary Public
My Commission Expires: _____



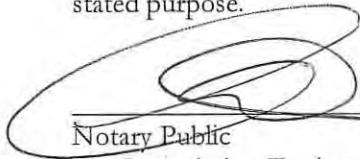
ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION


Sarah White, duly authorized
Chair, Newburyport Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 27 day of June, 2018, before me, the undersigned notary public, personally appeared Sarah White, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.


Notary Public

My Commission Expires:



ACCEPTANCE AND APPROVAL BY THE CITY OF NEWBURYPORT

I, the undersigned City Clerk of the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on _____, 2018, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

CITY OF NEWBURYPORT

By its Clerk

Richard B. Jones

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of Newburyport

CITY OF NEWBURYPORT

Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Richard B. Jones, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Donna D. Holaday, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

List of Exhibits/Attachments

Exhibit A: Legal Property Description

Exhibit B: Plot Plans

Exhibit C: Massachusetts Historical Commission Inventory Form B

Exhibit D: Baseline Photographic Documentation

Exhibit E: Restriction Guidelines

Exhibit F: Restoration Plan

Exhibit A
Legal Property Description

PARCEL ONE: The land in said Newburyport with the buildings thereon numbered 58 Middle Street, bounded and described as follows:

Commencing at the Northerly corner thereof on Middle Street by land formerly of Walter Picuch; thence running Southeasterly by said Street, 8 feet to land now or formerly of George F. Poor; thence by said land now or formerly of Poor, Southwesterly 83 5/10 feet to a corner; Southeasterly 2.75 feet; and Southwesterly again 4 8/10 feet to land now or formerly of Charles F. Badger; thence by said land now or formerly of said Badger 71 9/10 feet to land now or formerly of Edith A. Fowler; thence Northeasterly by said land now or formerly of Fowler 19 feet 9 inches to said land formerly of Picuch; thence by the last mentioned land Southeasterly, 35 feet, 3 inches to a corner; Northeasterly 21 feet to a corner; Southeasterly again 11 feet, 8 inches to a corner; and Northeasterly again 47 feet, 6 inches to the point of beginning. All of said measurements being more or less.

Together with a right of way 3 feet wide running Southwesterly from said Middle Street along the Southeasterly side of said land now or formerly of Picuch 47 feet, 6 inches.

PARCEL TWO: A parcel of land being the same premises known as No. 50 to 56 Middle Street on Newburyport Assessors' Map No. 7, supposed to contain 3,544 square feet.

The above-described premises are conveyed subject to and together with a right of way referred to in a deed dated May 8, 1944, and recorded with the Essex South District Registry of Deeds in Book 3370, Page 73.

Being the same premises conveyed to the Grantor by deed of Wojcicki Development Corp. dated January 17, 2017, and recorded with the Essex South District Registry of Deeds in Book 35617 Page 183.

Exhibit B
Plot Plans

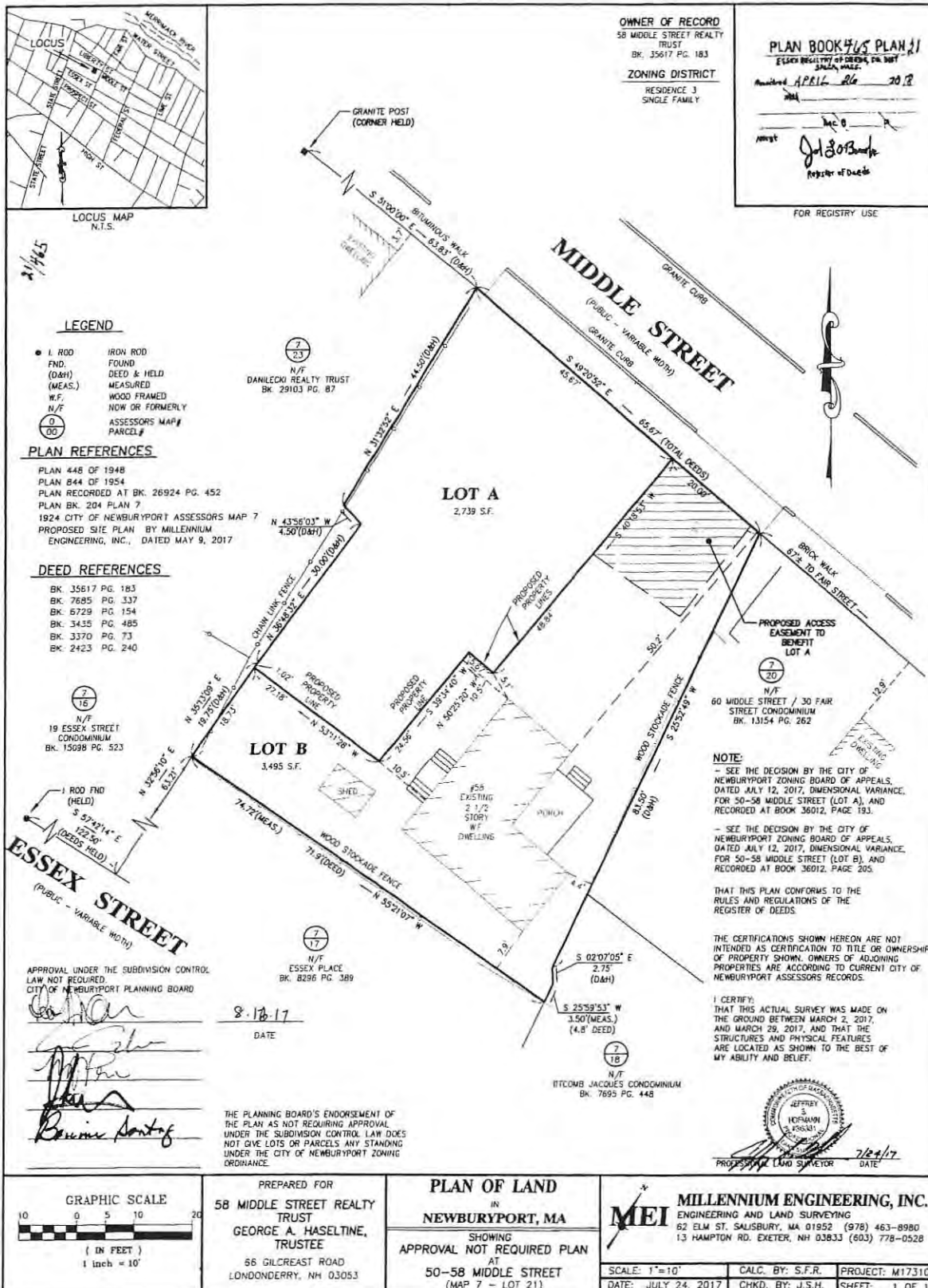


Exhibit C
Massachusetts Historical Commission Inventory Form B

FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Photograph

Insert here or on a Continuation Sheet a digital photograph (either color or black and white).

A paper photographic print (3½x5¼" or 4x6" must also be attached to the form in this space or to a Continuation Sheet. Prints, from a photo-quality inkjet printer, must use brand name paper and inks approved by MHC. Attached photographs should be clearly identified with town name and property address. See MHC's Guidelines for Inventory Form Photographs.

Locus Map

Insert here or on a Continuation Sheet a map clearly showing the location of the property including the name of the nearest road or street and at least one other intersecting road or feature.

Assessor's maps are preferred, but other forms of detailed plans such as an excerpt from a USGS topographic map or an aerial or satellite photo clearly marked are also acceptable. See MHC's Guidelines for Inventory Form Locational Information.

Assessor's Number USGS Quad Area(s) Form Number

--	--	--	--

Town/City: Newburyport

Place: (neighborhood or village):

Address: 50-58 Middle Street

Historic Name:

Uses: Present: Residential

Original: Residential

Date of Construction: Circa 1900-1904

Source: Southern Essex Registry of Deeds;

Sanborn maps

Style/Form: Folk-Victorian

Architect/Builder: Unknown

Exterior Material:

Foundation: Brick

Wall/Trim: Vinyl siding

Roof: Asphalt shingle

Outbuildings/Secondary Structures:
None

Major Alterations (with dates):

Condition: Average

Moved: no ☒ yes ☐ Date:

Acreage: 6,086 SF

Setting: Urban residential; Historic District

Recorded by:

Organization:

Date (month /year):

INVENTORY FORM B CONTINUATION SHEET

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

--	--

☐ Recommended for listing in the National Register of Historic Places.
If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

This is a gable-front-and-wing shaped house, believed to have been built circa 1900 - 1904. Common in urban, folk-Victorian style buildings in the northeast, the house has a shed-roofed porch placed within the L made by the two wings. The roof ridge is of uniform height across both the front and wing.

HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

The house was built between 1900 and 1904.

The local Newburyport Historic Commission has listed the house as being contributory to the overall historic character of the neighborhood.

BIBLIOGRAPHY and/or REFERENCES

Southern Essex County Registry of Deeds; Sanborn maps

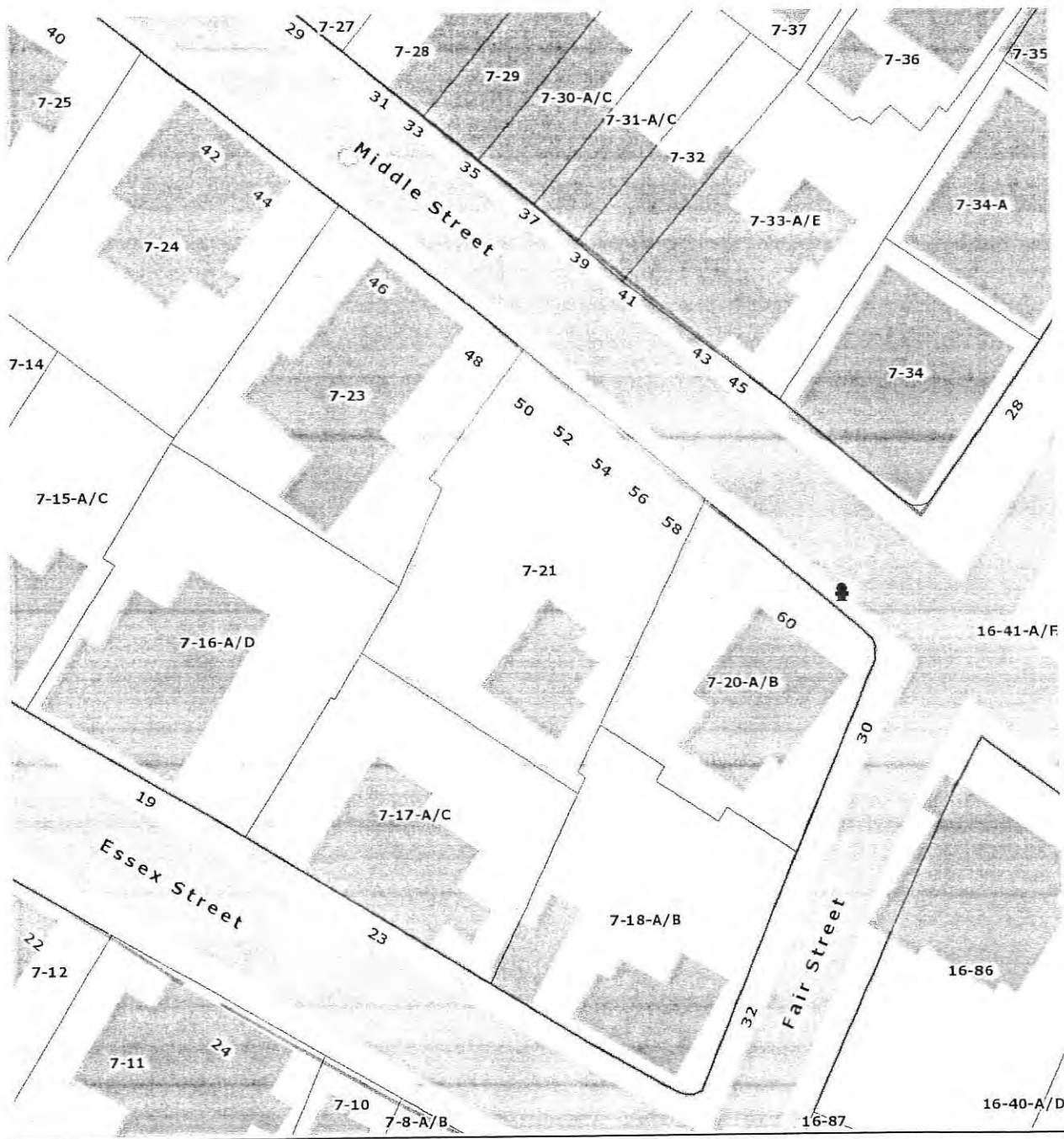
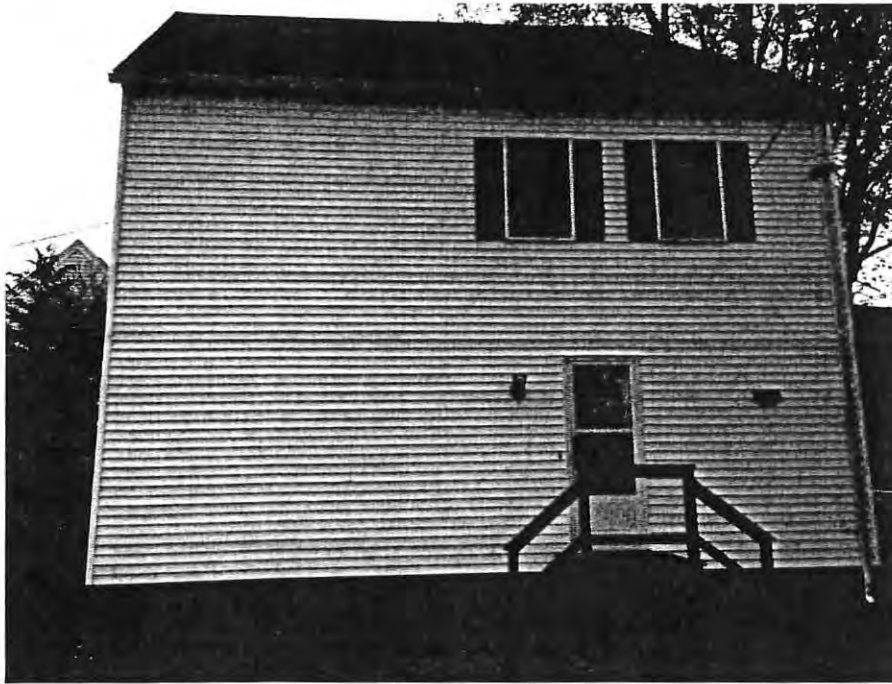


Exhibit D
Baseline Photographic Documentation

1. East Elevation 2017



2. East Front Elevation 2017



3. Front and West Elevation 2017



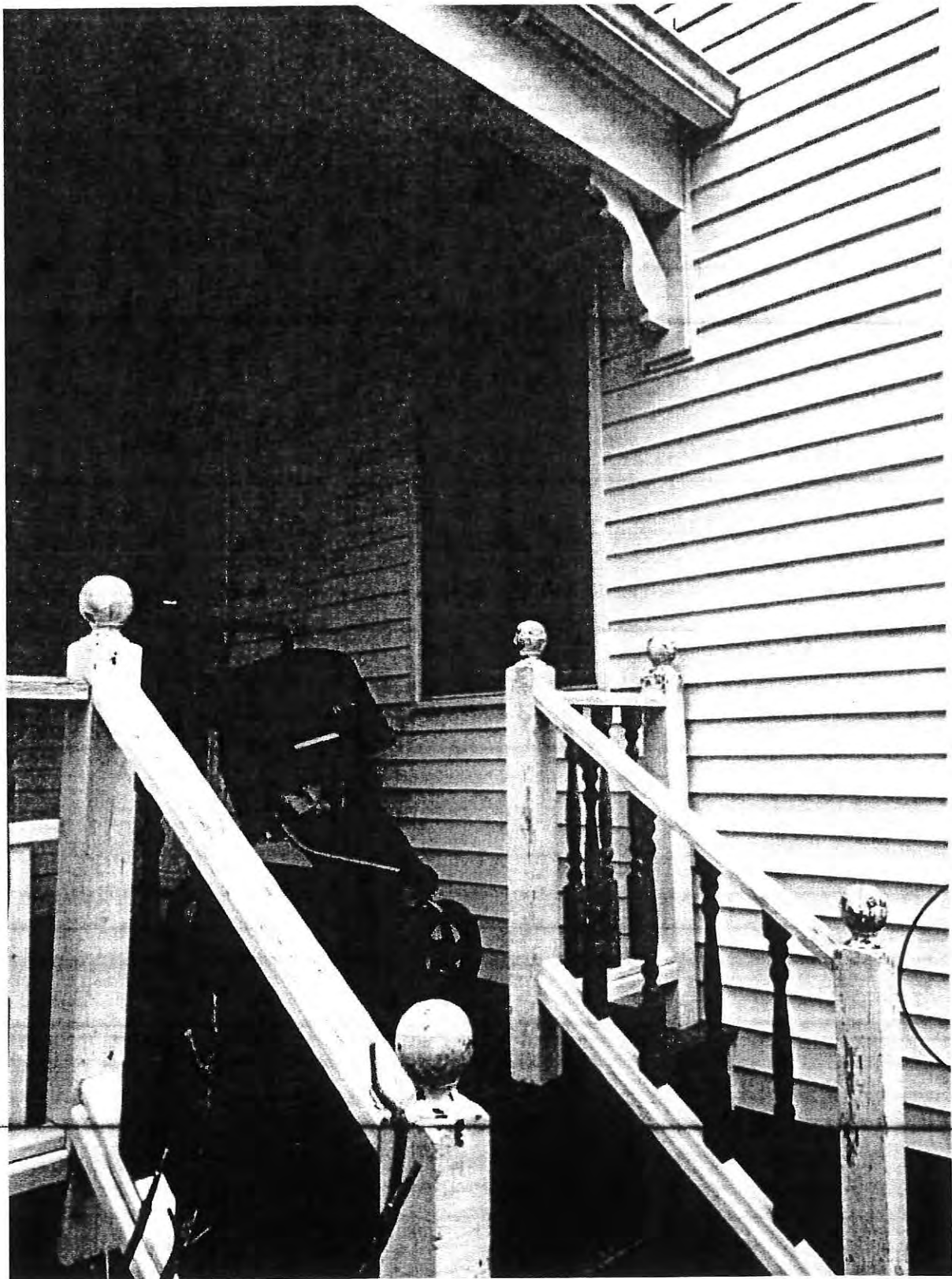
4. Front Elevation 2017



5. Porch



6. Porch



7. Porch Detail



8. Porch Detail



Exhibit E Restriction Guidelines

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the Property. Under this section permission from the GRANTEE is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require GRANTEE review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the GRANTEE, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by the property owner.

PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the GRANTEE and their impact on the historic integrity of the property assessed.

It is the responsibility of the property owner to notify the GRANTEE in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

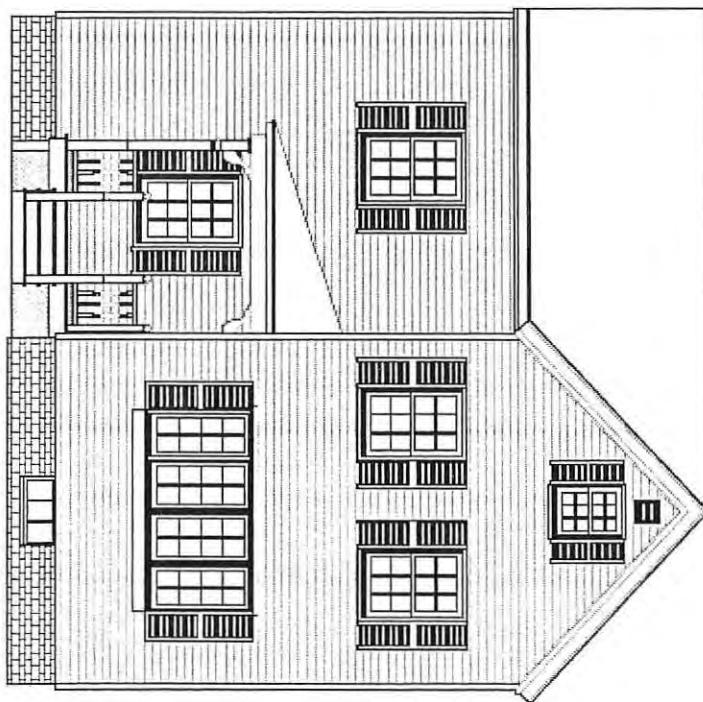
The intent of the preservation restriction is to enable the GRANTEE to review proposed alterations and assess their impact on the integrity of the building, not to preclude future change. GRANTEE will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.

Exhibit F:

Restoration Plan

1/4" = 1'-0"
 1/8" = 1'-0"
 1/16" = 1'-0"

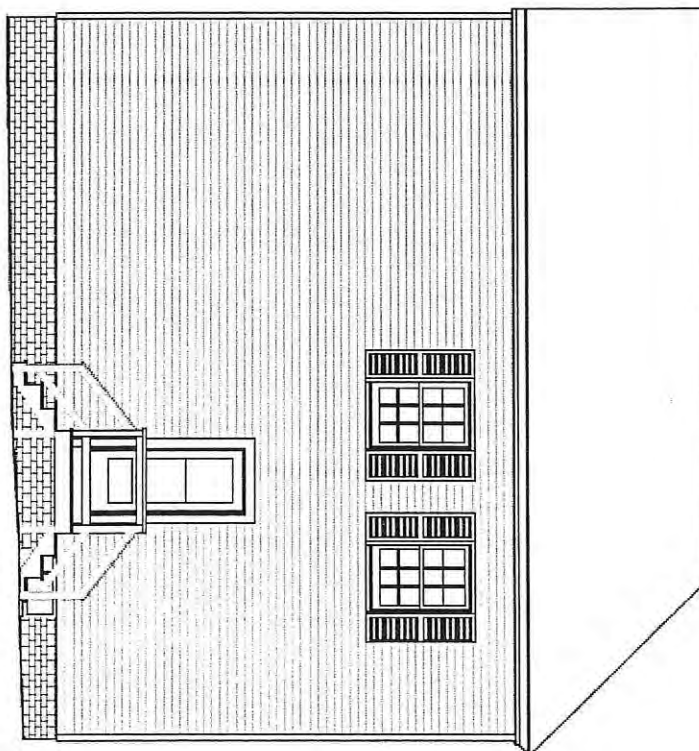
1 Front Elevation
 Scale: 1/4" = 1'-0"



<p>SCOTT & BROWN ARCHITECTS 245 GOLF STREET NEWBURYPORT, MA 01960 TEL: 978-552-1111 FAX: 978-552-1112 WWW.SCOTTANDBROWN.COM</p>	<p>RENOVATION TO: 58 MIDDLE STREET NEWBURYPORT, MA</p>	<p>DEVELOPER: BROWN, JAMES 58 MIDDLE STREET NEWBURYPORT, MA 01960 TEL: 978-552-1111 FAX: 978-552-1112 WWW.BROWN.COM</p>	<p>EXISTING ELEVATIONS A1</p>
--	--	--	--

1" = 3'-0" N
 1/4" = 3'-0" N

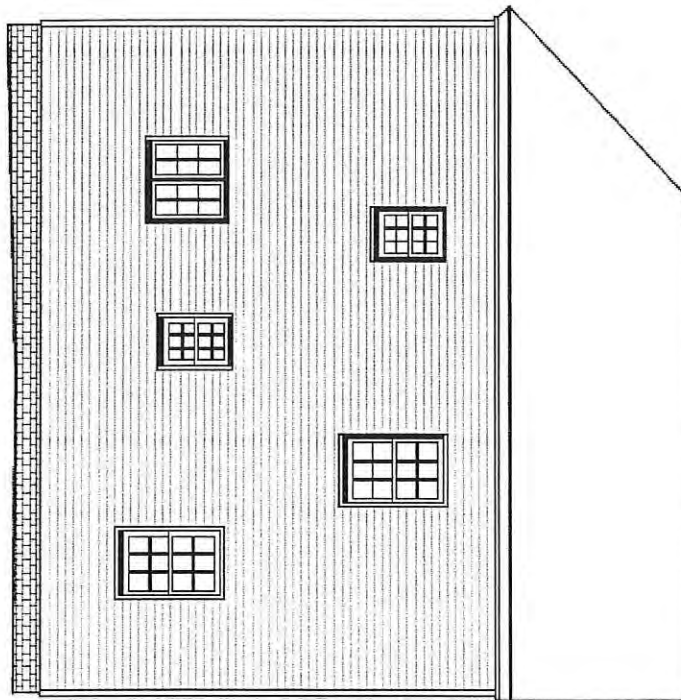
1 Right Elevation
 Scale: 1/4" = 1'-0"



SCOTT & BROWN ARCHITECTS 274-2111-1015 1000 BROAD STREET, 10TH FLOOR NEWBURYPORT, MA 01960 WWW.SCOTTANDBROWN.COM		RENOVATION TO: 58 MIDDLE STREET NEWBURYPORT, MA	
PROJECT: 274-2111-1015 DATE: 10/10/10 SCALE: 1/4" = 1'-0"		1" = 3'-0" N 1/4" = 3'-0" N	
EXISTING ELEVATIONS		A2	

1/4" = 5'-0"

1 Rear Elevation
Scale: 1/4" = 1'-0"



<p>SCOTT & BROWN ARCHITECTS, INC. 200 WEST BROAD STREET, 2ND FLOOR NEWBURYPORT, MA 01960 TEL: 978.536.1100 WWW.SCOTTANDBROWNARCHITECTS.COM</p>		<p>RENOVATION TO: 58 MIDDLE STREET NEWBURYPORT, MA</p>		<p>EXISTING ELEVATIONS A3</p>	
<p>PROJECT NO. 200333 DATE 10/10/10 SCALE 1/4" = 1'-0"</p>		<p>PROJECT NO. 200333 DATE 10/10/10 SCALE 1/4" = 1'-0"</p>		<p>PROJECT NO. 200333 DATE 10/10/10 SCALE 1/4" = 1'-0"</p>	



1 Left Elevation
Scale: 1/4" = 1'-0"

1-10 S.W. 11/11
2-10 S.W. 11/11

SCOTT & BROWN ARCHITECTS 1000 N. 10th Street Newburyport, MA 01890 Tel: 978.389.1111 Fax: 978.389.1112 www.scottandbrown.com		RENOVATION TO: 58 MIDDLE STREET NEWBURYPORT, MA	
PROJECT NO. 1000 DATE 10/11/11 DRAWN BY JTB CHECKED BY JTB SCALE 1/4" = 1'-0"		1000 N. 10th Street Newburyport, MA 01890 Tel: 978.389.1111 Fax: 978.389.1112 www.scottandbrown.com	
1000 N. 10th Street Newburyport, MA 01890 Tel: 978.389.1111 Fax: 978.389.1112 www.scottandbrown.com		1000 N. 10th Street Newburyport, MA 01890 Tel: 978.389.1111 Fax: 978.389.1112 www.scottandbrown.com	

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 13, 2018

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

THAT the City Council of the City of Newburyport hereby approve and authorize the acceptance of a Preservation Restriction between the City, acting through the Newburyport Historical Commission, and Bradley M. Kutcher of Kimberly Realty Trust, for the property located at 5 Moseley Avenue, Newburyport; and

Further, that the Mayor of the City of Newburyport, the City Council President and City Clerk are hereby authorized to sign the subject Preservation Restriction as may be required, to act on behalf of the City and enter into any and all instruments, including acceptance of said Preservation Restriction, and in accordance with Massachusetts General Laws Chapter 184, and to take any other actions necessary to execute this acceptance and the associated Preservation Restriction accordingly.

Councillor Thomas F. OBrien

CITY OF NEWBURYPORT
RECEIVED
2018 JUL 26 AM 11:02

PRESERVATION RESTRICTION AGREEMENT

between

Bradley M. Kutcher Trustee of Kimberly Realty Trust

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION AGREEMENT is made this ____ day of _____ 2018 by and between the Bradley M. Kutcher Trustee of Kimberly Realty Trust under a declaration of trust dated June 5, 1997 and recorded in the Essex South District Registry of Deeds in Book 14151, Page 516, with a principal place of business at 242 Main Street Amesbury, Massachusetts. 01913 ("Grantor"), and the CITY OF NEWBURYPORT ("**Grantee**"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located at 60 Pleasant Street, Newburyport, Massachusetts 01950, to be administered, managed and enforced by it agent, the NEWBURYPORT HISTORICAL COMMISSION, also located at 60 Pleasant Street, Newburyport, Massachusetts, 01950 ("**Commission**"),

WHEREAS, the Grantor is the owner of certain real property located at 5 Moseley Ave, Newburyport, Massachusetts, referred to as "**the Property**" and containing about 6,912 square feet, more or less, comprising the Property conveyed by Duncan G. Labay and Susan R. Labay, to Bradley M. Kutcher Trustee of Kimberly Realty Trust in a deed dated 6/21/17, recorded with the Southern Essex District Registry of Deeds, book 35959, page 10, and more particularly described in Exhibit A incorporated herein by reference and attached hereto, said Property improved by a building thereon known as the Barn, referred to hereinafter as "**the Building**", described as follows:

The Building is a structure believed to be built sometime between the 1870's and the 1880's. Some of the distinguishing features of the Building include an original window on the East side of the Building with seeded glass, the original floor boards on the 2nd floor, the original framing members on the first floor along the East and West side and the second floor walls along the East, West and North sides. Additionally, there is the original exterior window casing along the North facing second floor window.

The Building is further depicted in the photographs which are attached as Exhibit B and incorporated herein by reference; and

WHEREAS, the cultural, historical and architectural significance of the Building emanates from its construction in late 1870's, and its location as a contributing property within the Newburyport Historic District, designated August 2, 1984 and listed on State and National Registers of Historic Places. The Building is important for its associations with the social and religious history of Newburyport, and to the public's enjoyment and appreciation of Newburyport's architectural and historical heritage; and

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Building and the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building and the Property; and

WHEREAS, the preservation values of the Building and the Property are documented in a series of photographs and documents (hereinafter, 'Baseline Documentation') incorporated herein and attached hereto as by reference as Exhibit B, which Baseline Documentation the parties agree provides an-accurate representation of the Building as of the date of this grant; and

WHEREAS, the Baseline Documentation (Exhibit B) shall consist of the following:

1. A set of five (5) exterior & interior photographs of the Building taken on June 1, 2018;
 - a. Photo 1: Front Elevation
 - b. Photo 2: Window on Front Elevation
 - c. Photo 3: East Side Elevation
 - d. Photo 4: Rear Elevation
 - e. Photo 5: West Side Elevation

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 ("Act"); and

WHEREAS, the Commission is authorized to accept preservation restrictions in the name of the City of Newburyport and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40C, authorized and directed by the Grantee to manage the Property and Buildings burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this preservation restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross in perpetuity this Restriction over the exterior of the Building to be administered, managed and enforced by die Commission.

1. Purpose: It is the Purpose of this Restriction to assure that, the architectural, historic, and cultural features of the exterior of the Buildings will be retained and maintained forever substantially in their current condition or in a restored condition approved by the Commission for preservation purposes and to prevent any use or change of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building.

2. Preservation Restriction: The Grantor grants the Grantee the right to forbid or limit:

- a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with the requirements of paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit C and hereby incorporated by reference.
- b. any other act or use that may be harmful to the historic preservation of the Building.

3. Restriction as to Expenditure of Funds: Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall expend such Community Preservation Funds to rehabilitate and restore the Building.

4.1. Grantor's Covenants: Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair to that existing following the substantial completion of restoration work to be completed as a result of the expenditure of Community Preservation Funds. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards"). It is desirable, although not a requirement of this Agreement, that the current synthetic exterior sheathing of the Building be removed at a future date, and the extant underlying wood cladding, trim and decorative features be restored and/or replaced with historically appropriate wood materials.

Grantor's covenant herein shall be limited to funds reasonably available therefore. Should the parties disagree as to the need of maintenance or the availability of funds the matter may be submitted by either party for arbitration pursuant to the Massachusetts arbitration statute then in effect.

4.2. Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. the Buildings shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Grantor; and
- e. moving the Building to another location shall be forbidden without prior approval of the Commission.

5. Conditional Rights Requiring Grantee Approval: Subject to Paragraph 4 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly not make any

alterations to the surrounding Property that would obscure the current view of the Building, such as the installation of permanent signage or trees or very large shrubs without approval of the Commission..

Activities by Grantor to maintain the Building and the Property which are intended to be performed in accordance with the provisions of paragraph 4.1, and which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit C), which are attached to this Agreement and hereby incorporated by reference.

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 4.2, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

- a. the right to engage in all those acts and uses that:
 - (i) are permitted by governmental statute or regulation;
 - (ii) do not substantially impair the preservation values of the Building; and
 - (iii) are not inconsistent with the Purpose of this Restriction;
- b. pursuant to the provisions of Paragraph 4.1, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of Paragraph 5;

7. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at Paragraphs 2 and 5 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Commission a timetable for the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

8. Standards for Review: In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Commission shall apply the Secretary's Standards.

9. Casualty Damage or Destruction: In the event that Building shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within one hundred twenty (120) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which report shall include the following:

- a. an assessment of the nature and extent of the damage;
- b. a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- c. a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the Commission.

10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in Paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property, Grantor and Grantee may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage

or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing;

Grantor: Bradley Kutcher
242 Main Street (Suite #5)
Amesbury, MA 01913

Grantee: City of Newburyport
c/o Newburyport Historical Commission
City Hall
60 Pleasant Street
Newburyport, MA 01950

Each party may change its address set forth herein by a notice to such effect to the other party.

14. Evidence of Compliance: Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof.

15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Building on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement, including a failure to expend such Funds for their intended purposes, may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building, repayment of the Funds, and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Commission, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Commission's acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Commission does not assume any liability or obligation relating to the condition of the Building, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Buildings or Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Owners prior to sale closing.

19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the perpetual right of the Commission to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which

the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. Alternate Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the City of Newburyport, and the Newburyport Historical Commission, its being approved by the Massachusetts Historical Commission, and its being recorded with the Southern Essex County District Registry of Deeds.

23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

24. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

25. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.
- b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.
- c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.

- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Building and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private increment to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex County District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such a release is in the public interest.

28. Archaeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

IN WITNESS WHEREOF, the Grantor sets its hand and seal this 31 day of JUNE, 2018.
By:

GRANTOR:



COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires:

ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION

Linda Smiley, duly authorized
Chair, Newburyport Historical Commission

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as duly authorized Chair of the Newburyport Historical Commission.

Notary Public
My Commission Expires:

ACCEPTANCE AND APPROVAL BY THE CITY OF NEWBURYPORT

I, the undersigned City Clerk of the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on _____, 2018, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

CITY OF NEWBURYPORT

By its Clerk

Richard B. Jones

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of Newburyport

CITY OF NEWBURYPORT

Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Richard B. Jones, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the City of Newburyport.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, Donna D. Holaday, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Mayor of the City of Newburyport.

Notary Public
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By: _____
Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, Brona Simon, Executive Director and Clerk, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

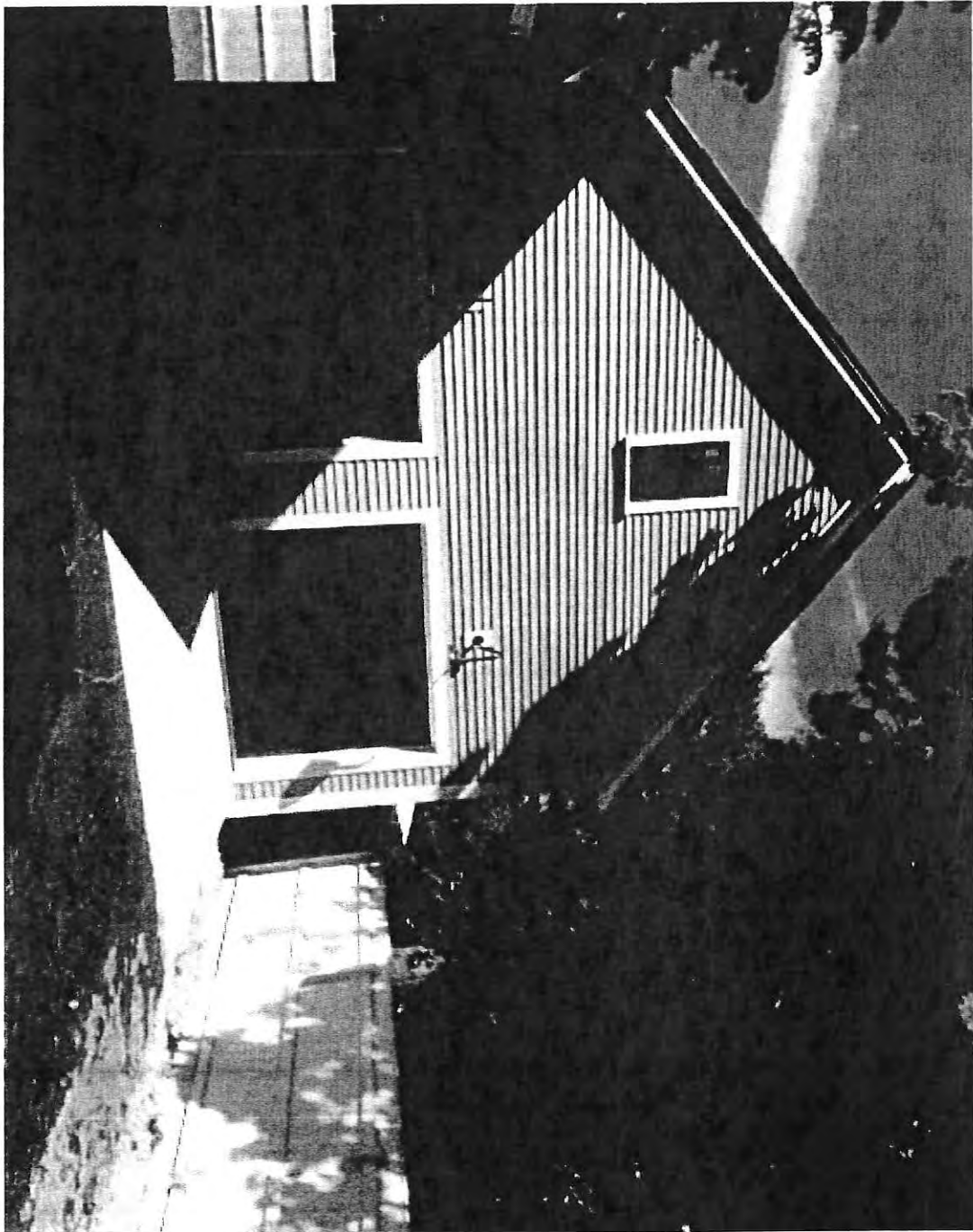
Notary Public
My Commission Expires:

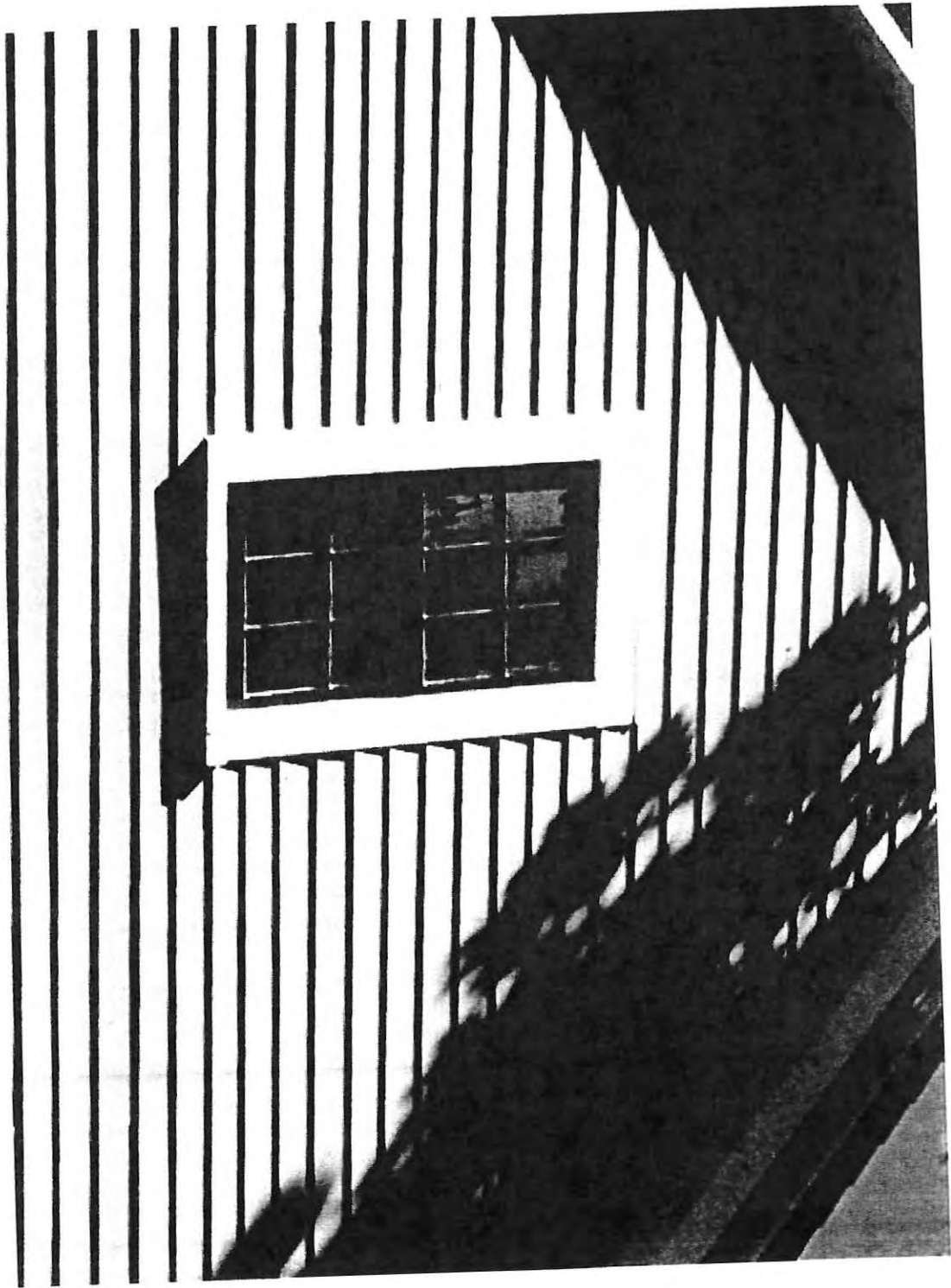
Exhibit A

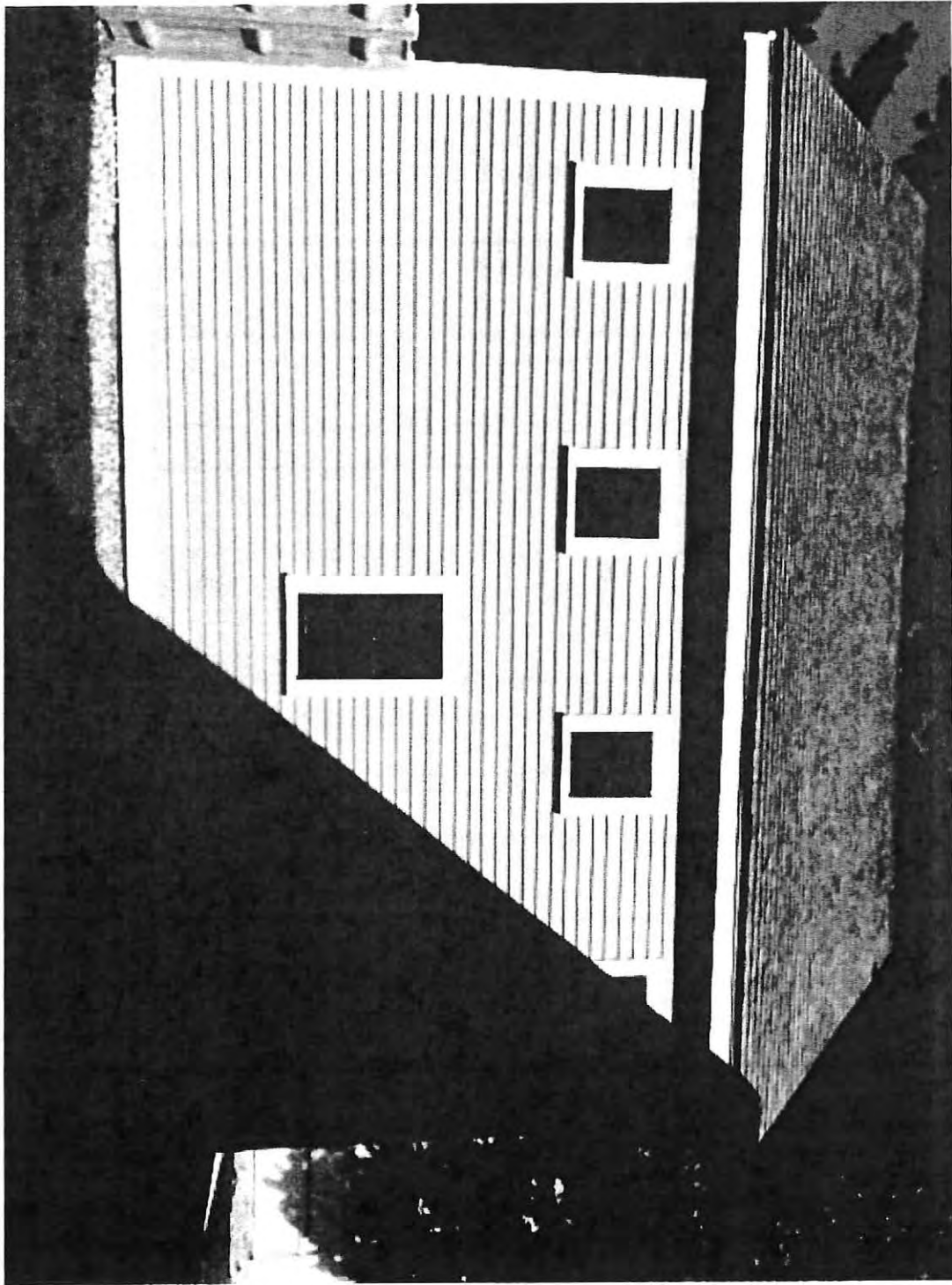
The land in Newburyport, Essex County, Massachusetts, with the buildings thereon, being described as follows:

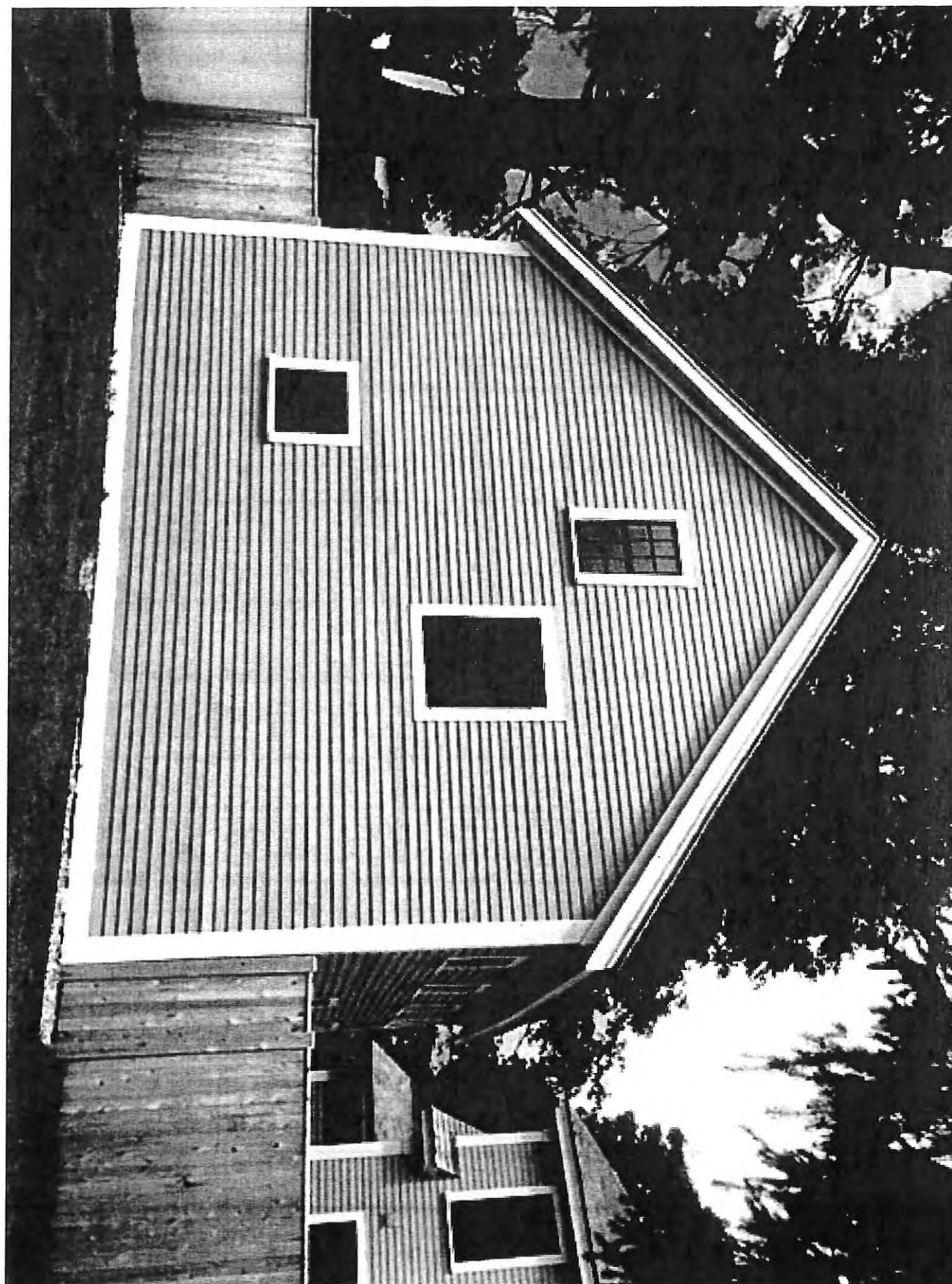
The land at 5 Moseley Avenue, Newburyport, Essex County, Massachusetts being shown as Lot 2 on a plan entitled ““Approval Not Required” “Subdivision Plan of Land Assessors Map 70 Lot 85, 4 Ferry Road Newburyport, Massachusetts, owned by Duncan G. LaBay,” dated 2/23/2017, by GA Consultants, Inc. 10 State Street, Newburyport, Robert M. Grasso, Surveyor, recorded with the Essex South District Registry of Deeds, in Plan Book 460, Plan 16.

Exhibit B









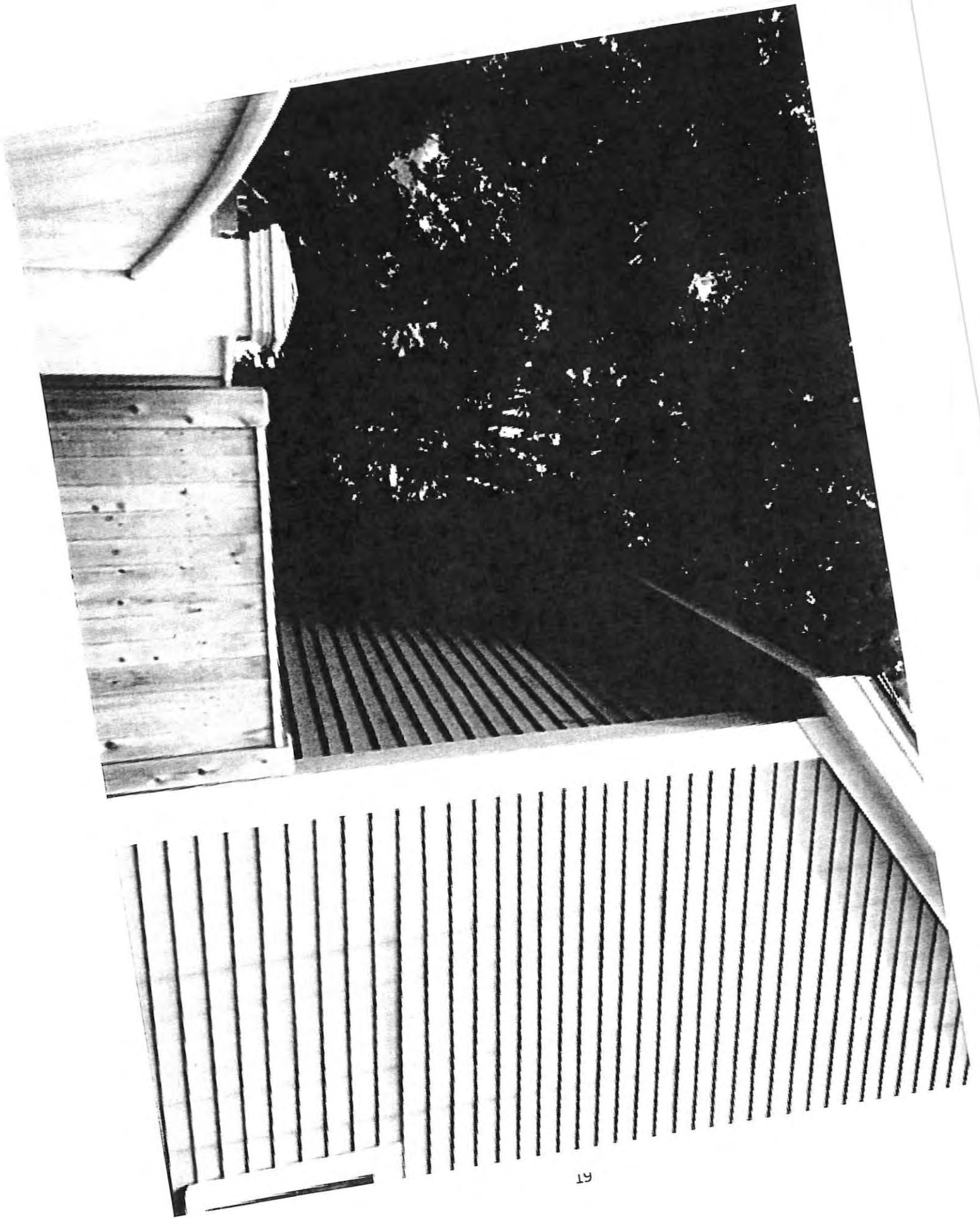


Exhibit C

RESTRICTION GUIDELINES ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT BETWEEN THE CITY OF NEWBURYPORT AND BRADLEY M. KUTCHER, TRUSTEE OF KIMBERLY REALTY TRUST

The purpose of the Restriction Guidelines is to clarify paragraph 5 of the terms of the Preservation Restriction, which deals with alterations to the Premises, including the Building. Under this paragraph, permission from the Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Commission review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Commission, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

PAINT

Minor – Exterior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major – Painting or fully stripping decorative surfaces or distinctive stylistic features including ornamental, decorative or significant woodwork.

WINDOWS AND DOORS

Minor – Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major – Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor – Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major – Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing, existing and original corner trim, roof edge trim, the new replicated window trim, entry roof pediments and the original restored front and side doors; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

Changes classified as major alterations are not necessarily unacceptable. In fact, approval of such changes shall not be unreasonably withheld. Under the Preservation Restriction such changes must be reviewed by the Commission and their impact on the historic integrity of the Building assessed.

It is the responsibility of the property owner to notify the Commission in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. The Commission will attempt to work with property owners to develop mutually satisfactory solutions that are in the best interests of the Premises.

PXD

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 13, 2018

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

THAT the City Council of the City of Newburyport hereby approve and authorize the acceptance of a Preservation Restriction between the City, acting through the Newburyport Historical Commission, and the Historical Society of Old Newbury, for the property located at 241 High Street, Newburyport; and

Further, that the Mayor of the City of Newburyport, the City Council President and City Clerk are hereby authorized to sign the subject Preservation Restriction as may be required, to act on behalf of the City and enter into any and all instruments, including acceptance of said Preservation Restriction, and in accordance with Massachusetts General Laws Chapter 184, and to take any other actions necessary to execute this acceptance and the associated Preservation Restriction accordingly.

Councillor Charles F. Tontar

PRESERVATION RESTRICTION AGREEMENT

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 AUG -7 PM 3:46

between

THE CITY OF NEWBURYPORT

and the

Historical Society of Old Newbury

THIS PRESERVATION RESTRICTION AGREEMENT is made this ____ day of _____, 2018 by and between THE CITY OF NEWBURYPORT, located at 60 Pleasant Street, Newburyport, Massachusetts, 01950, ("Grantor"), and the Historical Society of Old Newbury ("Grantee"), an entity duly organized under the laws of the Commonwealth of Massachusetts and located at 98 High Street, Newburyport, Essex County, Massachusetts, 01950.

WHEREAS, the Grantor is the owner of certain real property located at 241 High Street, Newburyport, Massachusetts, 01950, referred to as "the Property" and containing about 577,170 square feet, more or less, comprising the Property conveyed by Alice A. Atkinson to the City of Newburyport in a deed dated March 30, 1935, recorded with the Southern Essex District Registry of Deeds, book 3030, page 279, and more particularly described in Exhibit A incorporated herein by reference and attached hereto, said Property improved by a building thereon known as the Newburyport High School referred to hereinafter as "the Building", described as follows:

The Building consists of a north-facing, masonry structure of Colonial Revival design constructed in 1937. It is roughly H-shaped in plan with a central three-story block flanked by two angled two-story wings at the façade and two perpendicular wings at the rear. The nine-bay central block has a hipped roof; the five-bay projections are flat-roofed. The red brick building, laid in common bond, has cast stone sills and is ornamented with painted wood trim. The principal (north) elevation is dominated by a two-story portico comprising four Ionic columns, an entablature, and egg-shaped finials above the columns. The frieze contains applied lettering that reads: NEWBURYPORT HIGH SCHOOL. Four brick pilasters rise above the portico, terminating at white painted wood capitals separated from the cornice by white wood panels. A parapet embellished with urns is surmounted by a shallow rectangular tower with quoins and pyramidal finials at the corners and containing a clock face. It supports a two-tier octagonal cupola with balustrades at its four window openings and capped by a copper dome and sailing ship weathervane. The multi-light windows at the principal elevation are 8-over-8 light double hung with rectangular surrounds except for the centered Palladian window at the third story. The double-leaf doors at the main entry, which have divided lights, are framed by a semicircular transom within a pedimented surround. The entrance is approached by shallow concrete steps. A brick wall and white painted steel railings enclosing symmetrical concrete platforms, stairs and sloped paths for handicap access span the width of the facade.

The northeast and northwest facades of the angled wings flanking the main block are nearly

symmetrical with continuous stepped parapets set off by band courses of wood trim accented with modillions and triglyphs. The center bays feature double-leaf entries with high arched transoms; the door surrounds consist of engaged columns and entablatures supporting semicircular paneled arches with cast stone keystones. The double doors are flanked by rectangular transomed single entries with pilastered surrounds. The triple outer bay windows on the first story of the northwest façade have 8-over-8 light central portions separated with wide mullions from narrow 2-over-2 sash; the windows at the northeast façade are simple 8-over-8. Oculus windows at the second story over the arched entries are centered under the pedimented portions of the band course. Blind roundels surmount the transomed rectangular windows on either side of the entries.

The northeast elevation of the northeast wing has seven bays comprising five windows with arched transoms at the second story, five rectangular windows at the first story, and semicircular ground level porticoes at the outside bays. The central window at the second level, centered under the pediment of the painted wood band course that continues around the building from the façade, is Palladian in form with a recessed brick arch and keystone. The multi-light windows at the first story match the triple windows at the northwest façade. The flat-roofed porticoes are framed by pilasters and supported by two Tuscan columns. They have wrought iron roof balustrades and protect double-leaf entries with partial sidelights and elliptical fanlights. The southeast elevation of the northeast wing has five rectangular 4-over-4 light windows at the second story and two double-leaf doors with semicircular fanlights with keystones at the first level. A full-width terrace added at the ground level for utility purposes contains a freight door, a similarly sized louvered opening, and a staircase leading to the railed terrace/walkway.

The northwest elevation of the northwest wing has seven bays. There are triple rectangular multi-light windows at both levels; those at the second story are tall, 9-over-9 lights between 3-over-3s and those at the first story are 8-over-8 between 2-over-2s. A rectangular portico with a wrought iron roof balustrade at the northernmost outside bay has two Tuscan columns and pilasters framing a single, sidelighted, transomed entry. The southwest elevation of the northwest wing has three 9-over-9 windows at the second story. A full-width terrace added at the ground level for utility purposes contains a freight door, a similarly sized louvered opening, and paired staircases leading to the railed terrace/walkway.

A 2001 addition, which is not covered by this Preservation Restriction, adjoins the south walls of the rear projections of the 1937 Building and contributes to the enclosure of an open courtyard. The south elevation at the courtyard has nine bays of single and grouped rectangular windows at three levels. A centered three-bay oriel with a copper roof at the third story is surmounted by an oculus with cast stone keystones under a semicircular cornice projection. The other secondary elevations of the 1937 Building feature single and grouped rectangular windows except for the southeast elevation of the northeast wing, which has double-leaf solid panel doors with elliptical fanlights at the outermost bays.

The 2001 addition and the stadium behind the addition are not covered by this Preservation Restriction.

The Building is further depicted and described in Exhibit B incorporated herein and attached hereto by

reference; and

WHEREAS, the cultural, historical and architectural significance of the Building emanates from its construction in 1937, and its location within the Newburyport Historic District, designated August 2, 1984 and listed on the State and National Registers of Historic Places. The Building is important for its associations with the social and cultural history of Newburyport, and to the public's enjoyment and appreciation of Newburyport's architectural and historical heritage; and

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Building and the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building and the Property; and

WHEREAS, the preservation values of the Building and the Property are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto as by reference as Exhibit B, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date of this grant; and

WHEREAS, the Baseline Documentation (Exhibit B) shall consist of the following:

1. A set of twenty-four (24) exterior photographs of the Building taken in April and May 2012 and April and May 2015;

- a. Photo 1: North elevation (façade).
- b. Photo 2: Northeast elevation, main entrance (façade).
- c. Photo 3: Northeast façade and façade, view east.
- d. Photo 4: Northeast façade.
- e. Photo 5: Northwest façade.
- f. Photo 6: Northeast wing, northeast elevation.
- g. Photo 7: Northeast wing, southeast elevation.
- h. Photo 8: East elevation, southeast elevation of northeast wing.
- i. Photo 9: Northwest wing, northwest elevation.
- j. Photo 10: Northwest wing, northwest and southwest elevations.
- k. Photo 11: West elevation, southwest elevation of northwest wing, view northeast.
- l. Photo 12: 2001 addition, east elevation.
- m. Photo 13: 2001 addition, south elevation.
- n. Photo 14: 2001 addition, west elevation.
- o. Photo 15: Courtyard, north wall (south elevation of 1937 building)
- p. Photo 16: Courtyard, east wall (west elevation of 1937 building)
- q. Photo 17: Courtyard, south wall (north elevation of 2001 addition)
- r. Photo 18: Courtyard, west wall (east elevation of 1937 building)
- s. Photo 19: Façade, character defining features
- t. Photo 20: Façade, character defining features
- u. Photo 21: Façade, character defining features
- v. Photo 22: Northeast façade, character defining features
- w. Photo 23: Northeast elevation, character defining features

x. Photo 24: Northeast elevation, character defining features

2. List of Character Defining Features;

3. Newburyport Assessors' Parcel Map with Building Footprint; and

WHEREAS, the Grantor has appropriated Community Preservation Act Funds to be expended for the preservation and renovation of the aforementioned Building, under the terms and conditions set forth herein and in such other documents as may be executed in relation to the award of said Funds, and Grantor agrees to accept such Funds to be used exclusively for such purposes and under such terms and conditions ("Restriction" or "Preservation Restriction");

WHEREAS, the Grantor in further consideration of the receipt of such Funds and to ensure the preservation of the aforementioned Building agrees and desires, to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Building;

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 ("Act"); and

WHEREAS, the Grantee is a charitable corporation the purposes of which include the preservation of historically significant buildings and sites, is duly organized under the laws of the Commonwealth of Massachusetts, and is authorized to accept, administer and enforce this preservation restriction under the provisions of the Act;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross in perpetuity this Restriction over the Property and exterior of the Building to be administered, managed and enforced by the Grantee.

I. Purpose: It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Building will be retained and maintained forever substantially in its current condition or in a restored condition approved by the Grantee for preservation purposes and to prevent any use or change of the Property or the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building.

2. Preservation Restriction: The Grantor grants the Grantee the right to forbid or limit:

- a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications' submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency

promptly reported to Grantee in accordance with the requirements of paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit C and hereby incorporated by reference.

- b. any other act or use that maybe harmful to the historic preservation of the Building or the Property.

3. Restriction as to Expenditure of Funds: Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Grantee may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall expend such Community Preservation Funds to rehabilitate and restore the Building.

4.1. Grantor's Covenants: Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Grantee may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair to that existing following the substantial completion of restoration work to be completed as a result of the expenditure of Community Preservation Funds. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Grantee and in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

Grantor's covenant herein shall be limited to funds reasonably available therefore. Should the parties disagree as to the need of maintenance or the availability of funds the matter may be submitted by either party for arbitration pursuant to the Massachusetts arbitration statute then in effect.

4.2. Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. the Building shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Grantee; and

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbiter shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-I" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Grantee, within ten (10) business days of the Grantee's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing:

Grantor: Steve Bergholm, Director of Facilities
Newburyport Public Schools
70 Low Street
Newburyport, Massachusetts 01950

Grantee: Historical Society of Old Newbury
98 High Street
Newburyport, Massachusetts 01950

Each party may change its address set forth herein by a notice to such effect to the other party.

14. Evidence of Compliance: Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof

15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Building and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement, including a failure to expend such Funds for their intended purposes, may result in the Grantee exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building, repayment of the Funds, and such other legal and equitable remedies as may be available to the Grantee to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Grantee, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the Grantee any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Grantee acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Grantee does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Buildings or Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.

19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Grantee and all parties claiming by, through or under the Grantee and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Grantee constitute the perpetual right of the

Grantee to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any Grantorship interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. Recording and Effective Date: Grantor shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor and the Grantee, its being approved by the Massachusetts Historical Commission, and its being recorded with the Southern Essex County District Registry of Deeds.

22. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued Grantorship or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

23. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, City of Newburyport and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

24. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.
- b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.
- c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

25. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex County District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

26. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such a release is in the public interest.

27. Archaeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

IN WITNESS WHEREOF, the Grantor sets its hand and seal this ____ day of _____, 2018.
By:

GRANTOR: CITY OF NEWBURYPORT, MASSACHUSETTS

CONVEYANCE AND APPROVAL BY THE CITY OF NEWBURYPORT

I, the undersigned City Clerk of the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on _____, 2018, the City Council voted to convey and approve the foregoing Preservation Restriction Agreement for the preservation of the historic resource of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

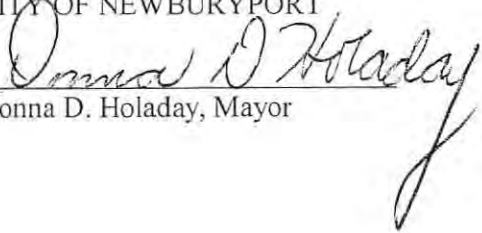
CITY OF NEWBURYPORT

By its Clerk,

Richard B. Jones

The undersigned hereby certifies that the foregoing preservation restriction has been conveyed and approved by the City of Newburyport

CITY OF NEWBURYPORT


Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

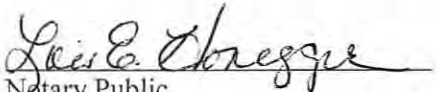
On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Richard B. Jones, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the City of Newburyport.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 2nd day of August, 2018, before me, the undersigned notary public, personally appeared, Donna D. Holaday, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Mayor of the City of Newburyport.



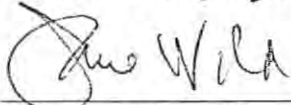
Notary Public
My Commission Expires: 2/27/20

ACCEPTANCE BY THE GRANTEE

I, the undersigned representative of the Grantee, hereby certify that at a meeting duly held on _____, 2018, the trustees voted to accept the foregoing Preservation Restriction Agreement for the preservation of the Newburyport High School and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

GRANTEE

Historical Society of Old Newbury



Jane Wild, Co-President

Leslie Ferlazzo, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 2nd day of August, 2018, before me, the undersigned notary public, personally appeared Jane Wild, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the Grantee.


Notary Public
My Commission Expires: 2/27/20

Essex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Leslie Ferlazzo, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the Grantee.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Property Description

Land in said NEWBURYPORT with a building thereon, bounded and described as follows, viz:
Commencing at the Easterly corner thereof on High Street by land of Shepard at a point six and 22/100 feet Northwesterly from a granite post, thence running South 29° 56' 38" West one hundred seventy-eight and 65/100 feet by said land of Shepard to a corner; thence South 60° 03' 22" East by said land of Shepard six feet to land of Pearson; thence South 29° 56' 38" West by lands of various owners nine hundred forty and 33/100 feet to land of Toppan; thence North 63° 01' 27" West by lands of Toppan three hundred

seventy-four and 87/100 feet to Toppan's Lane; thence by Toppan's land North 17° 23' 13" East three hundred one and 88/100 feet to an angle thence North 19° 30' 10" East five hundred three and 54/100 feet to the Southwesterly end of a slight curve; thence on a radius of 286.38-Northeasterly fifty-seven and 81/100 feet to the Northeasterly end of said curve; thence continuing North 31° 03' 56" East two hundred seven and 21/100 feet to the Southwesterly end of a slight curve; thence turning on a radius 194.98-running Northeasterly thirty-nine and 86/100 feet to the Northeasterly end of said curve; thence continuing North 43° 46' 43" East one hundred fifty-four and 95/100 feet to the Southwesterly end of a curve forming the corner of said Toppan's Lane and said High Street; thence on a radius of 35-following said curve fifty-eight and 1/100 feet to the Southeasterly end of mid curve; thence Southeasterly by said High Street four hundred sixty-two and 1/100 feet to the point of beginning. Containing about thirteen and 25/100 acres more or less.

Source: Southern Essex District Registry of Deeds, Book 3030, Page 279-280.

EXHIBIT B-1: BASELINE DOCUMENTATION PLAN

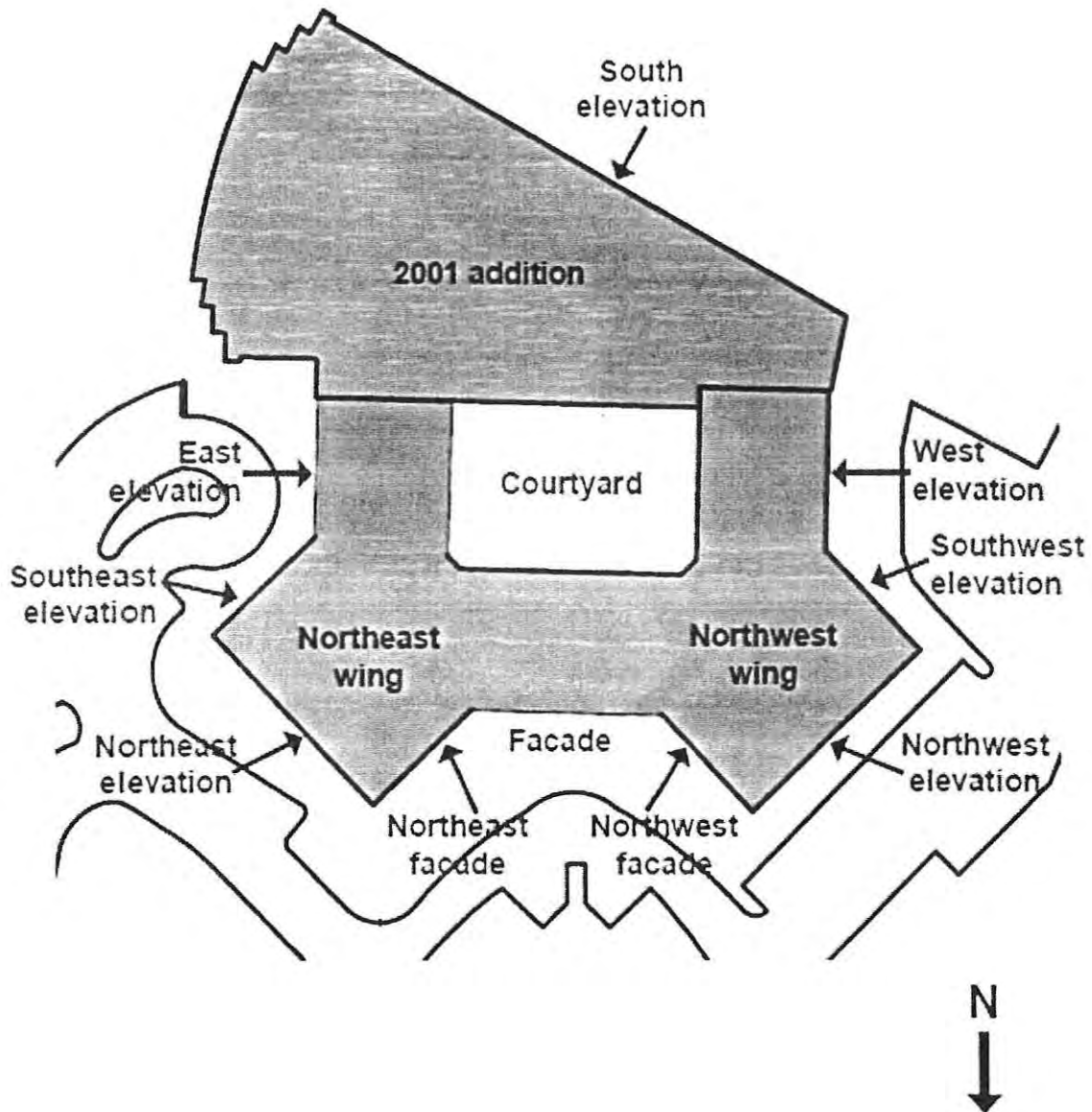
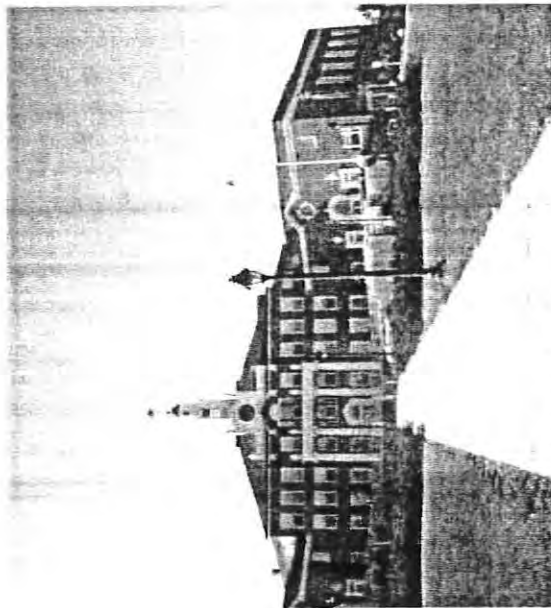


EXHIBIT B-1: BASELINE DOCUMENTATION PHOTOGRAPHS



ation (facade). April 2012.

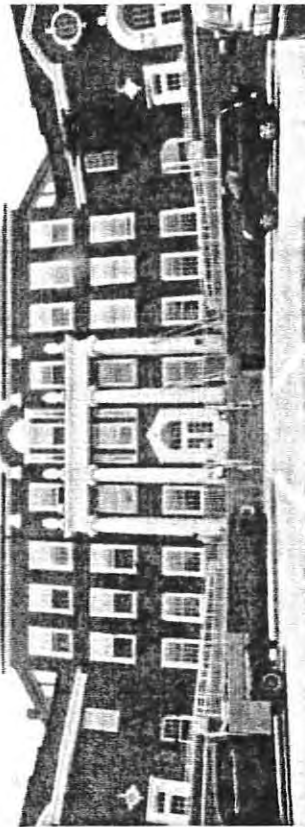
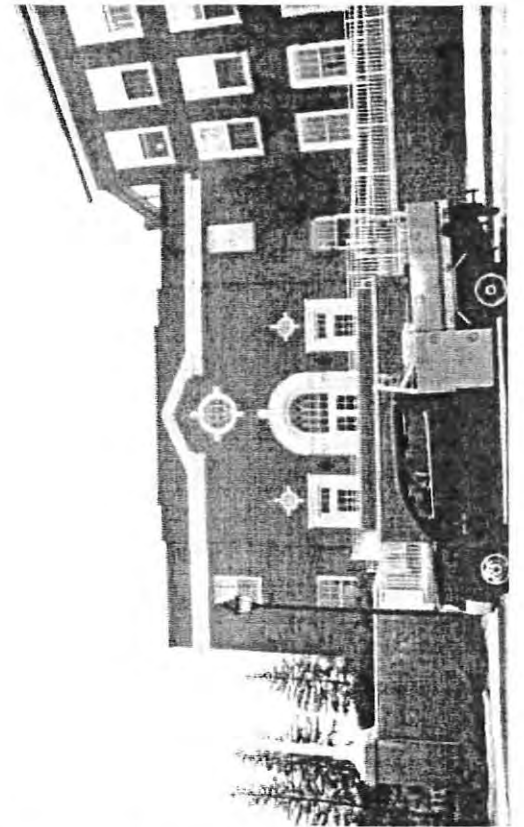
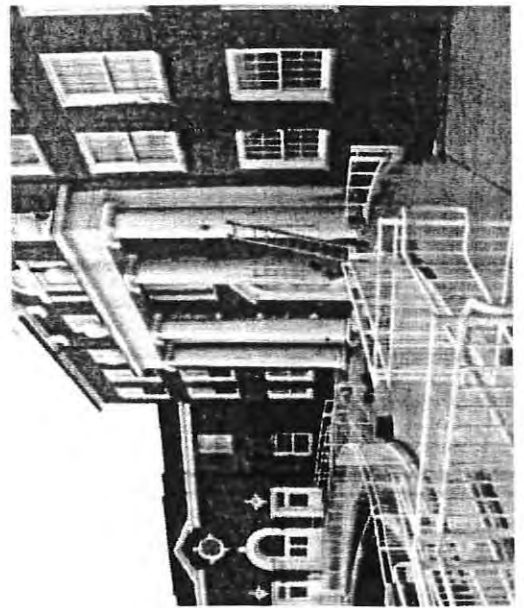


Photo 2. North elevation, main entrance (facade). April 2015.

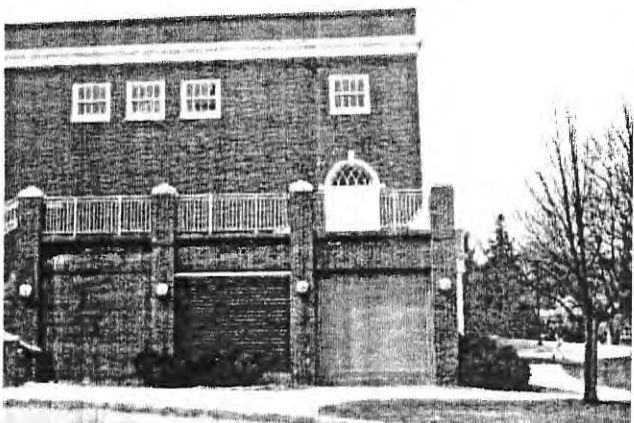




west facade. May 2015.



Photo 6. Northeast wing, northeast elevation. April 2015.

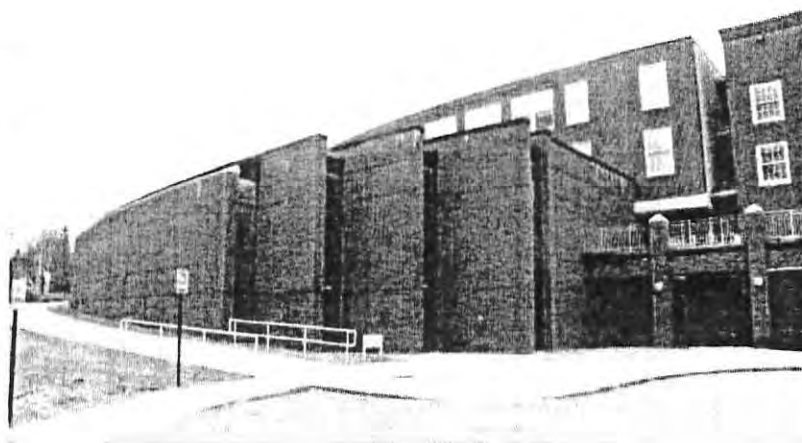




west wing, northwest elevation. April 2015.



Photo 10. Northwest wing, northwest (left) and southwest (right) elevations. April 2015.

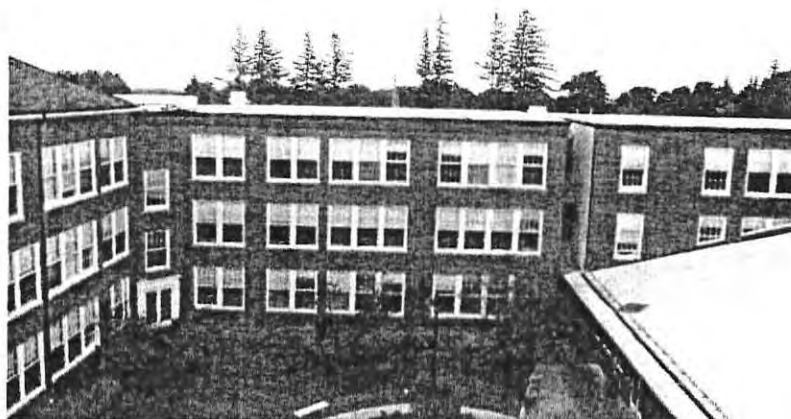




addition, south elevation. April 2015.



Photo 14. 2001 addition, west elevation (right). April 2015.



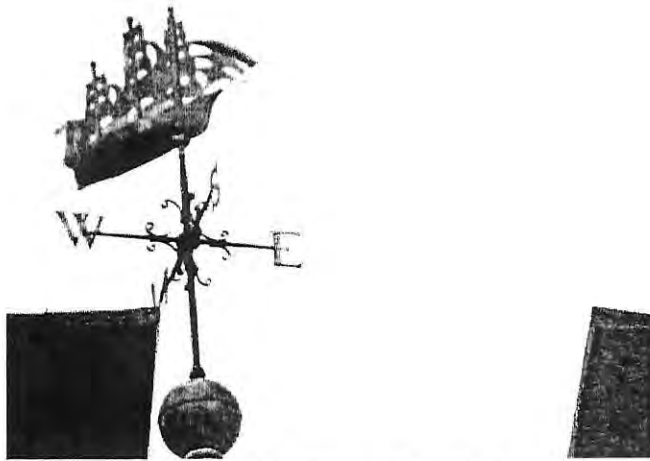


yard, south wall at right (north elevation of 2001 ad-
ofed cafeteria abuts north and east elevations of 2001
2015.



Photo 18. Courtyard, west wall (east elevation of 1937 building).
April 2015.





le. Character defining feature: sailing ship weather-
April 2015.

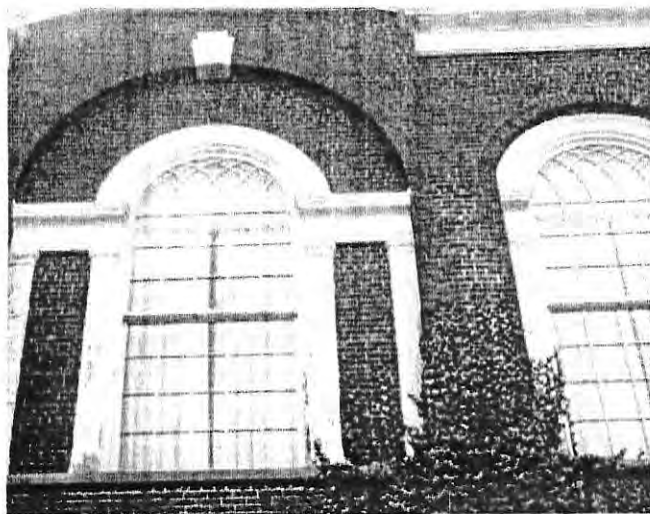


Photo 22. Northeast facade. Character defining features: arched and rectangular door surrounds with pilasters and entablatures; round window and vents with keystone details; dentil molding at cornice below parapet. April 2015.



EXHIBIT B-2: BASELINE DOCUMENTATION - CHARACTER DEFINING FEATURES

All the bulleted features in the lists that follow should be retained to preserve the historic integrity and significance of the 1937 Building component of the Newburyport High School. Note that the complex, brick-walled ramp system added at the facade obscures the lower portions of the original building and is not character defining.

All of the rectangular window sash have been replaced. No changes were made to masonry openings or the historic brick molds, and the new sash retain the historic light configurations. The arched transoms and the cupola windows have been replaced with identical forms.

Site and Environment

- Traditional siting at the top of the slope, angled to face a diagonal access on the site.

Shape and Massing

- U-shaped plan with diagonal projecting masses at the corners
- Dominate three story, hip roofed center block with domed cupola and flat-roofed double height blocks adjacent that screen higher three-story school room "arms" of the U-shaped plan

Materials

- Brick
- Painted wood
- Copper roofing and flashing
- Cast stone
- Glass

Decorative and Stylistic Features by Elevation

Facade

- Wood portico, including Ionic columns, entablature, finials and lettering
- Wood double-leaf main entry, pedimented surround, semicircular transom
- Centered wood Palladian window at third story and centered tri-part window at second story
- Cast stone sills
- Window sash light configuration (8-over-8)
- Centered wood parapet and urns
- Tower and two-tier, copper-domed, octagonal cupola; base finials; balustrades; ornaments including quoins, wreaths and dentils
- Sailing ship copper weathervane
- Clock face

Northeast and Northwest Facades

- Symmetrical triple door configuration
- Arched wood door surrounds with engaged columns, entablatures and arched transoms
- Wood band course with centered pediment, modillions and triglyphs
- Rectangular wood door surrounds with pilasters, entablatures, transoms, and cast stone keystones
- Wood window surrounds

- Cast stone sills
- Wood oculus windows with stone keystones
- Blind roundels over rectangular doors
- Stepped brick parapet with wood finials

Northeast Wing - Northeast Elevation

- Centered Palladian window with arched recess and stone keystone; arched wood windows at second story
- Triple wood windows at first story
- Cast stone window sills
- Wood band course with centered pediment, modillions and triglyphs
- Brick parapet with wood finials
- Double-leaf entries with partial sidelights and elliptical fanlights
- Semicircular wood porticos with two pilasters and two Tuscan columns
- Decorative semicircular painted wrought iron balustrades over entries

Northeast Wing - Southeast Elevation

- Rectangular wood window and door surrounds, cast stone sills
- Double-leaf entries with semicircular fanlights
- Wood band course molding with modillions and triglyphs

East Elevation

- Ganged double-sash rectangular windows
- Wood window surrounds, cast stone sills

Northwest Wing - Northwest Elevation

- Triple rectangular windows
- Wood window surrounds, cast stone sills
- Wood band course with modillions and triglyphs
- Single entry with transom and partial sidelights
- Rectangular wood portico with two pilasters and two Tuscan columns
- Decorative painted wrought iron balustrade over portico

West Elevation

- Ganged double-sash rectangular windows
- Wood window surrounds, cast stone sills

Courtyard: North Wall (South Elevation of 1937 Building)

- Ganged, single and triple double-hung rectangular windows
- Wood window surrounds, cast stone sills
- Curved brick parapet with elliptical window and cast stone keystones
- Three-bay oriel with copper roof at third story

Courtyard: East and West Walls

- Ganged and single double-hung rectangular windows
- Wood window surrounds, cast stone sills
- Double glass doors with wood surrounds at northeast and northwest corners

EXHIBIT C

RESTRICTION GUIDELINES

ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT BETWEEN GRANTEE AND THE CITY OF NEWBURYPORT

The purpose of the Restriction Guidelines is to clarify Paragraph five (5) of the terms of the Preservation Restriction, which deals with alterations to the Property. Under this section permission from the Grantee is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require review by the Grantee.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Grantee, the following list has been developed. This list is by no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by the property owner.

PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change, but with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing Building or Property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

HEATING / AIR CONDITIONING / ELECTRICAL / PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (e.g. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the Preservation Restriction such changes must be reviewed by the Grantee and their impact on the historic integrity of the premise assessed.

It is the responsibility of the property owner to notify the Grantee in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction is to enable the Grantee to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. The Grantee will attempt to work with property owner to develop mutually satisfactory solutions that are in the best interests of the Property.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 13, 2018

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEWBURYPORT

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

THAT the Zoning Ordinance, Appendix A of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended pursuant to Section XII-B "Adoption and Amendment" as follows:

Section III-C: Zoning Map.

The Zoning Map of said Zoning Ordinance entitled "Zoning Map of the City of Newburyport," referenced in Section III-C (entitled Zoning Map) is hereby amended pursuant to Section III-D "Changes to Zoning Map" as follows:

- a) Add a so-called "Colby Farm Lane Residential Overlay District" (CFL-ROD) as depicted on the attached map entitled "Colby Farm Lane Residential Overlay District," prepared by the Office of Planning & Development, dated August 7, 2018;
- b) Eliminate the existing "IB-ROD" Overlay District, which is referenced in Section XIV entitled "Open Space Residential Development (OSRD); and
- c) Change the entire existing I-1B District located north of Colby Farm Road and west of Low Street to an R-2 District.

Section XIV: Open Space Residential Development (OSRD)**Section XIV-A: Purposes and intent.**

Delete subsection (5) of Section XIV-A, entitled "Purposes and intent," in its entirety, and replace said subsection with the following:

(5) To further the goals and policies of the City of Newburyport Master Plan, Strategic Land Use Plan and Open Space & Recreation Plan, as amended from time to time;

Section XIV-B: Applicability

Delete subsection b. of Section XIV-B, entitled "Applicability," in its entirety, and replace said subsection with the following:

b. Zoning classification: Only those tracts located in the following districts shall be eligible for consideration as an OSRD: AC, R1, R2, R3 and the Colby Farm Lane – Residential Overlay District (CFL-ROD). Residential Overlay Districts, such as the CFL-ROD, are intended to provide added incentives for open space protection due to the unique ecological, cultural, and/or aesthetic characteristics of the properties within the overlay district.

Section XIV-G: Conventional subdivision yield plan – Basic maximum number of lots/dwelling units.

Insert a new subsection b. under Section XIV-G, entitled “Conventional subdivision yield plan – Basic maximum number of lots/dwelling units,” as follows:

b. Determination of yield within CFL-ROD: Notwithstanding any provision to the contrary, properties within the CFL-ROD are required to establish a determination of yield based on the requirements listed in Section XIV-G(a) using dimensional regulations applicable to the R-2 District.

Section XIV-I: Open space requirements

Delete subsection (i)(d) of Section XIV-I, entitled “Open space requirements,” in its entirety, and replace said subsection with the following:

d. In the CFL-ROD a minimum of eighty (80) percent of the tract shown on the OSRD-SP plan shall be open space and must be preserved as such in perpetuity in accordance with this subsection.

Delete the first two (2) sentences of subsection (vii)(3) of Section XIV-I, entitled “Open space requirements,” and replace said sentences with the following:

3. A corporation or trust owned individually (for agricultural or conservation purposes only) or jointly or in common by the owners of lots within the OSRD. If such corporation or trust is utilized, ownership thereof shall pass with conveyance of the lot(s) in perpetuity.

Section XIV-J: Design standards

In subsection (a)(i)(1) of Section XIV-J, entitled “Design standards,” replace the word “it” with “its”.

In subsection (a)(i)(3) of Section XIV-J, entitled “Design standards,” replace the word “compliment” with “complement”.

Section XIV-K: Decision of the planning board

In subsection (a)(v) of Section XIV-K, entitled “Decision of the planning board,” delete the phrases “(2001)” and “(2004)”.

Replace the text of subsection (a)(viii) of Section XIV-K, entitled “Decision of the planning board,” in its entirety, and replace said text with the following:

viii. Whether the proposed construction of housing, landscape and streetscape is in harmony with the overall architectural heritage and historic character of the City of Newburyport; and”

Section XIV-L: Increases in permissible density

Delete subsections (b) and (c) of Section XIV-L, entitled "Increases in permissible density," in their entirety, and replace said subsections with the following:

b. In the CFL-ROD district, the planning board at its discretion may award a density bonus for an OSRD to increase the number of dwelling units beyond the basic maximum number. All projects within the CFL-ROD which provide either: 1) at least eighty-five (85) percent protected open space; or 2) deeded public access to, and improvements on, the protected open space, may be permitted an increase in permissible density of twenty-five (25) percent beyond the basic maximum number to a maximum density of twenty-five (25) units excluding the required percent of affordable housing units.

c. In the AC, R1, R2, R3, and CFL-ROD districts, excluding units required under the Inclusionary Affordable Housing Ordinance, for every one dwelling unit restricted to occupancy for a period of not less than ninety-nine (99) years by persons or families who qualify as low or moderate income, as those terms are defined for the area by the commonwealth's department of housing and community development, the planning board may award a density bonus of two (2) market-rate dwelling units; provided, however, that this density bonus, in aggregate with other density bonuses, shall not exceed twenty-five (25) percent of the basic maximum number.

Section XIV-N: Affordable housing requirements for OSRD projects

Insert a new Section XIV-N, entitled "Affordable housing requirements for OSRD projects" to read as follows:

For additional information regarding the minimum affordable housing requirements applicable to all OSRD projects, regardless of any density increases awarded pursuant to Section XIV-L, see Section XXX, entitled "Inclusionary affordable housing."

Councillor Larry G. Giunta, Jr.

Councillor Charles F. Tontar



Colby Farm Lane Residential Overlay District

Office of Planning and Development
August 7, 2018

September 10, 2018

Committee Items-Public Safety

- **COMM020_03_12_18** Newburyport Half Marathon - 10/21/2018
- **COMM047_05_29_18** Jeanne Geiger 27th Annual Walk Against Violence - 10/7/18
- **COMM047A_07_16_18** Jeanne Geiger Walk - change of date from 10/7/18 to 10/14/2018
- **COMM63_7-16-18** Letter Ferry Road Traffic/Parking;
- **Ord47_7-16-18** No parking Greenleaf at Auburn
- **COMM072_08_13_18** The Challenge 5K Freedom Run – 10/6/18
- **COMM073_08_13_18** Bartlet Mall Day – 10/6/18
- **COMM074_08_13_18** Walk for our Poor – 9/29/18
- **ORDR051_08_13_18** Restricted Parking – Fair Street Along Fair Street
- **COMM078_08_27_18** Party Like it's 1768 / Central Cong. Church - 9/15/2018
- **ORDR059_08_27_18** Parking Hales Court, Waterfront Trust

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. 978-270-2026

Fax.

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

NAME OF EVENT: Newburyport Half MarathonDate: October 21, 2018 Time: from 7 am. to 1 p.m.Rain Date: October 28, 2018 Time: from 7 am. to 1 p.m.2. Location: Cashman Park3. Description of Property: Parking lot near boat launch Public ☒ Private ☐4. Name of Organizer: Eli Bailin City Sponsored Event: Yes ☐ No ☒

Contact Person

Address: 55 Prospect St, Amesbury Telephone: cell 2E-Mail: elibailin@hotmail.com Cell Phone: 978-270-2026Day of Event Contact & Phone: 978-270-20265. Number of Attendees Expected: 25006. MA Tax Number: 47-40111657. Is the Event Being Advertised? Yes Where? Greenstrideraces.com8. What Age Group is the Event Targeted to? Age 16+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 2B. Entertainment: (Subject to City's Noise Ordinance.) Live Music ☒ DJ ☒ Radio/CD ☐Performers ☐ Dancing ☐ Amplified Sound ☒ Stage ☒☒ Games /Rides: Adult Rides ☐ Kiddie Rides ☐ Games ☐ Raffle ☐Other ☐ Total # ☐Name of Carnival Operator: Address: Telephone:

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

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

a) How many trash receptacles will you be providing? 10

b) How many recycling receptacles will you be providing? 10

c) Will you be contracting for disposal of : **Trash** Yes ☒ No ☐ **Recycling** Yes ☒ No ☐

i. If yes, size of dumpster(s): **Trash** 20 yd. **Recycling** _____

ii. Name of disposal company: **Trash** LaBelle **Recycling** Black Earth Compost

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 ? _____

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.

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

Name of company providing the portable toilets: PA Wilkinson

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE ☒ _____

WALKATHON _____

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

Green Stride / Race Wire

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

Eli Baulin, 55 Prospect St., Amesbury, MA 01913

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

Eli Baulin, 55 Prospect St., Amesbury, MA 01913
978-270-2026

4. Date of Event: Sunday, October 21, 2018 Expected Number of Participants: 2000

5. Start Time: 9:15 a.m. Expected End Time: 12:00 p.m.

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

Merrimack St., Spafford St., Ferry Rd., Pine Hill Rd.,
Curzon Mill Rd., Hoyts Ln., Storey Ave., Dennett Dr., Everett Dr.,
Turkey Hill Rd., Plummer Springs, Middle Garden St., Rogers, Turkey Hill, Hale St.,
Malcolm Hoyt, Mulliken Way, Parker St., Clipper City Rail Trail.

7. Locations of Water Stops (if any): Every two miles, see attached document

8. Will Detours for Motor Vehicles Be Required? Yes If so, where? See attached manual

9. Formation Location & Time for Participants: 9:00 a.m. Merrimack St. adjacent to Leary's

10. Dismissal Location & Time for Participants: 3 hour cut off, post race party over by 1pm

☒ 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.

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>	
	<input type="checkbox"/> Yes: \$_____ due on _____	<input type="checkbox"/> No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
_____	10. Recreation Department: _____	
_____	11. License Commission _____	

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

Limitations

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

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

13-101 Enforcement

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

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

Signed: _____

Date: _____

2/15/18



GREEN-9

OP ID: KQ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2018

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

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

PRODUCER Arthur S Page Insurance Agency 57 State St. Newburyport, MA 01950 None	978-465-5301	CONTACT NAME: None PHONE (A/C, No, Ext): 978-465-5301 FAX (A/C, No): 978-462-0890 E-MAIL ADDRESS:
INSURED Green Stride Eli Bailin 55 Prospect St. Amesbury, MA 01950		INSURER(S) AFFORDING COVERAGE INSURER A: Mesa Underwriters INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

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 X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	TO BE ASSIGNED	10/21/2018	10/22/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	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 <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Newburyport is Additional Insured

CERTIFICATE HOLDER

CANCELLATION

CITY001

City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

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

AUTHORIZED REPRESENTATIVE



GREEN-9

OP ID: KQ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2018

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

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

PRODUCER Arthur S Page Insurance Agency 57 State St. Newburyport, MA 01950 None	978-465-5301	CONTACT NAME: None PHONE (A/C, No, Ext): 978-465-5301 FAX (A/C, No): 978-462-0890 E-MAIL ADDRESS:
INSURED Green Stride Eli Bailin 55 Prospect St. Amesbury, MA 01950		INSURER(S) AFFORDING COVERAGE INSURER A: Mesa Underwriters INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	TO BE ASSIGNED	10/21/2018	10/22/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	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 <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

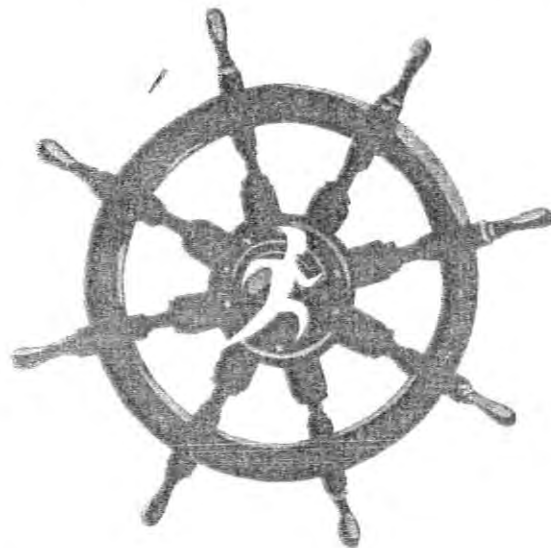
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town Of West Newbury is Additional Insured

CERTIFICATE HOLDER

CANCELLATION

Town Of West Newbury 381 Main Street West Newbury, MA 01985	WESTN01 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 <i>Kate E. O'Neil</i>
---	---

OPERATIONS MANUAL



NEWBURYPORT HALF MARATHON & RELAY

Manual prepared by:

DMSESPORTS
DAVE MCGILLIVRAY SPORTS ENTERPRISES

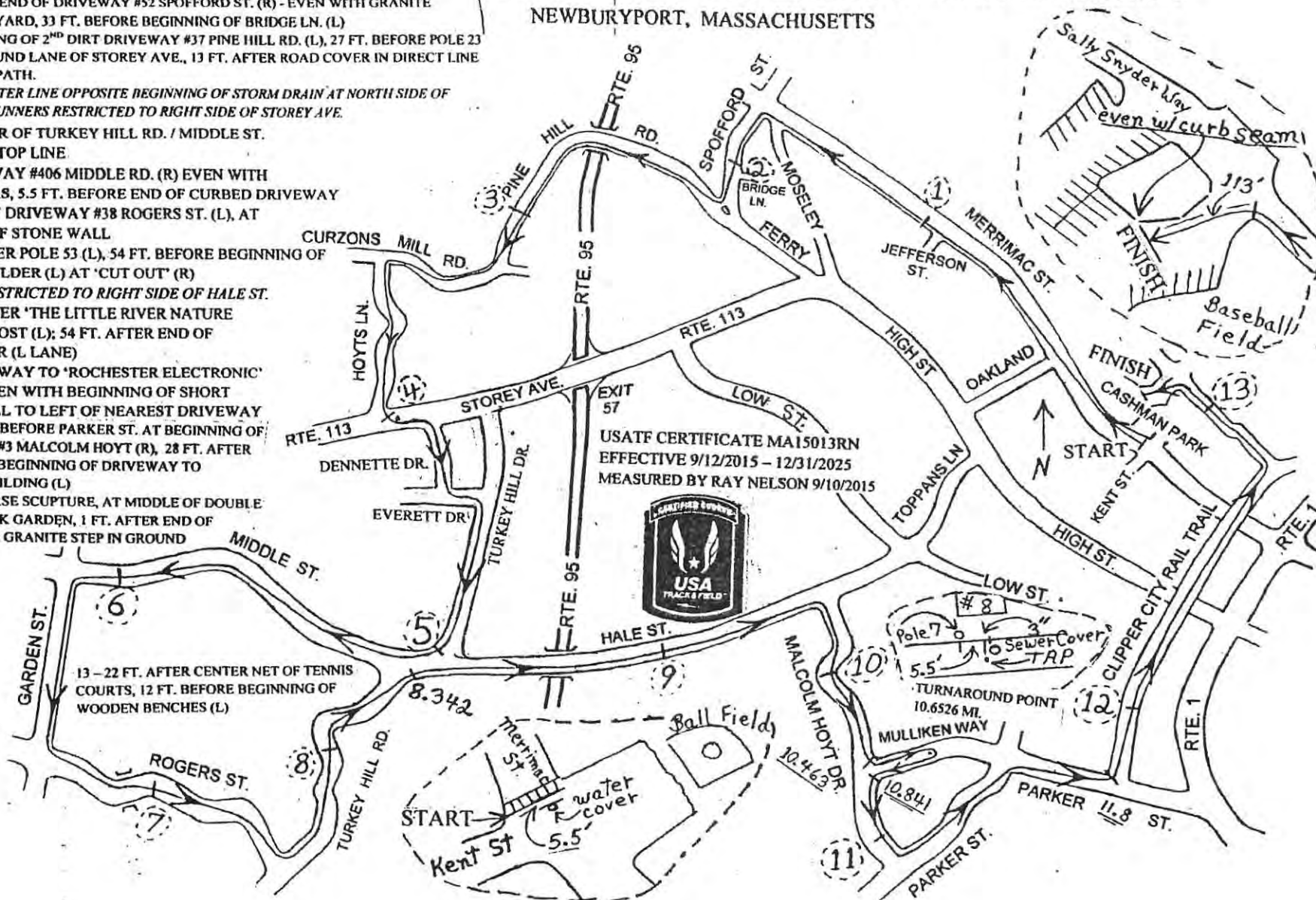
MANUAL NOT FOR DUPLICATION WITHOUT THE EXPRESS
WRITTEN PERMISSION FROM THE GREEN STRIDE STAFF &
DMSE SPORTS, INC.

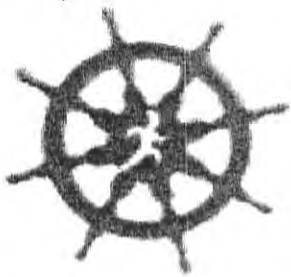
Newburyport Half Marathon & Relay

COURSE DESCRIPTION

START: Merrimac & Kent St intersection
Continue Merrimac St- 1 mile Jefferson St before Atkinson Common
Left on Spofford St- 2 miles
Right on Ferry Rd
Across bridge over Route 95
Continue to Pine Hill Rd- 3miles
Bear right onto Curzon Mill Rd
Left on Hoyts Ln
Left on Storey Ave, Route 113- 4 miles
Right on Dennette Drive
Left on Everett Drive
Right on Turkey Hill Rd
Right on Plummer Spring Rd- 5 miles
Continues to Middle St
Left on Garden St- 6 miles
Left on Rogers St- 7 miles
Left on Turkey Hill Rd- 8 miles
Right on Hale St- 8.34 miles; 9 miles after Route 95 overpass
Right on Malcolm K Hoyt Rd- 10 miles
Left on Milliken Way to reverse direction at turn around point
Left on Malcolm K Hoyt Rd -10.84 miles; 11 miles before Parker St turn
Left on Parker St
Continue right on Parker St
Left on Clipper City Rail Trail- 11.8 miles; 12 miles on Trail
Continue Trail to before boat ramp & left to
Finish: adjacent to Cashman Park parking lot

- 12 - AFTER HORSE SCULPTURE, AT MIDDLE OF DOUBLE
CIRCULAR ROCK GARDEN, 1 FT. AFTER END OF
RECTANGULAR GRANITE STEP IN GROUND





Newburyport Half Marathon

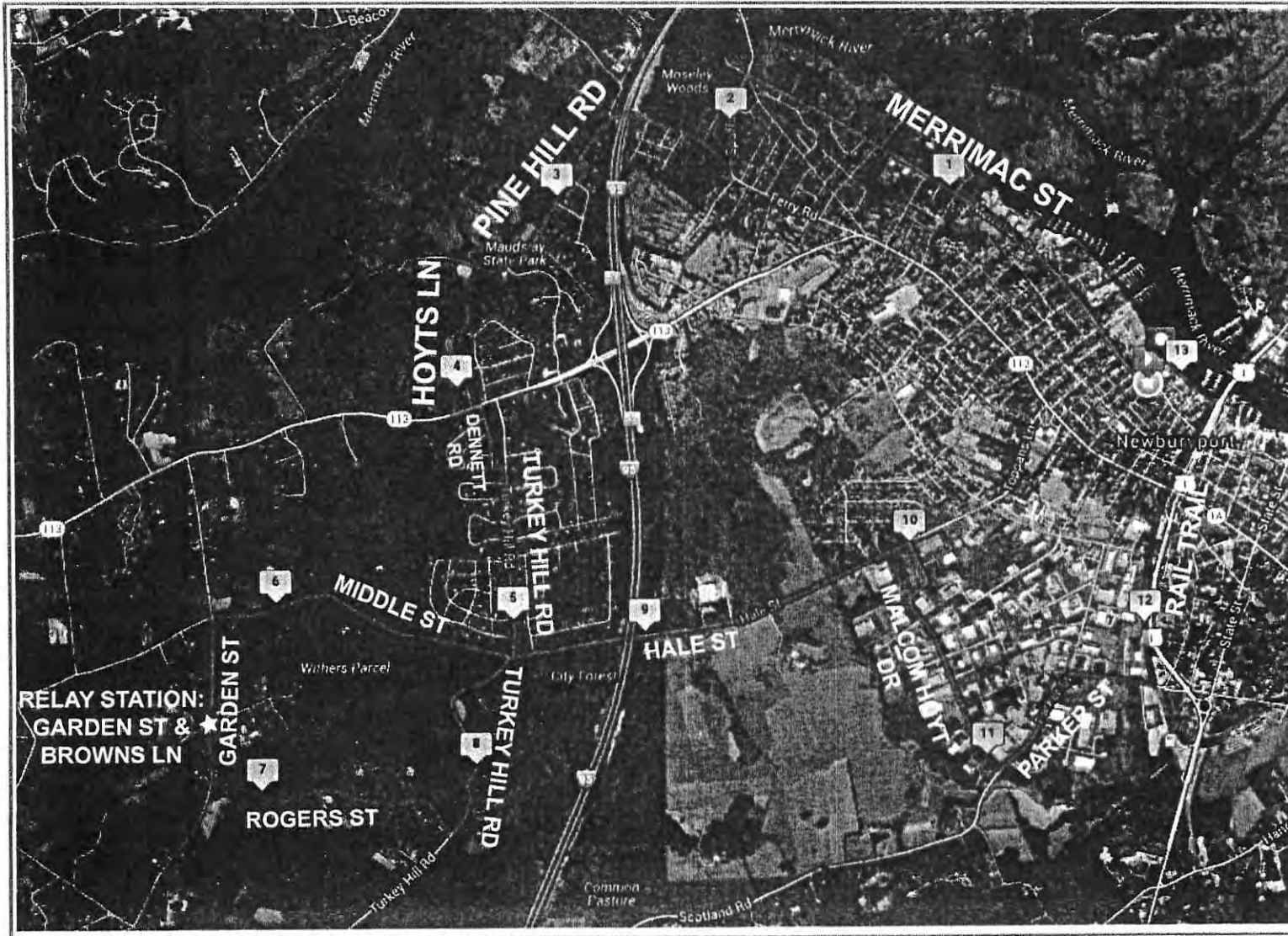
Prepared by:

DMSE
DAVE MCGILLIVRAY SPORTS ENTERPRISES
SPORTS

COURSE MAP

START: ON MERRIMAC ST @ KENT ST
FINISH: IN PARKING LOT AT CASHMAN PARK

7



RUNNER PACE TIMELINE		PACE: 4:59/MILE	PACE: 10:00/MILE	PACE: 16:02/MILE
		Cross start line:	Plus 1 min	Plus 3 min.
MILE	LOCATION	LEAD	MIDDLE PACK	LAST
START	MERRIMAC ST & KENT ST INTERSECTION	9:00:00	9:01:00	9:03:00
1	MERRIMAC ST AFTER JEFFERSON ST	9:04:59	9:11:00	9:16:02
1.8	MERRIMAC ST & SPOFFORD ST INTERSECTION	9:09:00	9:19:00	
2	#32 SPOFFORD ST	9:10:00	9:21:00	9:35:04
2.2	SPOFFORD ST & FERRY RD	9:12:00	9:23:00	
3	#37 PINE HILL RD	9:14:57	9:31:00	9:51:05
3.4	CURZONS MILL RD & HOYTS LN	9:16:00	9:35:00	
4	ON STOREY AVE/RTE 113 JUST AFTER HOYTS LN TURN	9:19:56	9:41:00	10:07:07
4.1	STOREY AVE & DENNETTE DR	9:20:26	9:42:00	
4.3	DENNETTE DR & EVERETT DR	9:21:26	9:43:00	
4.5	EVERETT DR & TURKEY HILL RD	9:23:56	9:46:00	
4.6	EVERETT DR & TURKEY HILL RD	9:24:26	9:47:00	
5	TURKEY HILL RD & MIDDLE ST	9:24:55	9:51:00	10:23:09
6	3406 MIDDLE ST BEFORE GARDEN ST TURN	9:29:54	10:01:00	10:39:11
7	#38 ROGERS ST	9:34:53	10:11:00	10:55:13
8	ON TURKEY HILL RD BEFORE HALE ST	9:39:52	10:21:00	11:11:15
8.34	TURKEY HILL & HALE ST INTERESECTION	9:40:30	10:23:40	
9	ON HALE ST AFTER "LITTLE RIVER NATURE CENTER SIGNPOST	9:44:51	10:31:00	11:27:18
9.8	HALE ST & MALCOLM HOYT DR INTERSECTION	9:48:51	10:40:00	
10	AFTER CURVE ADJACENT TO ROCHESTER ELECTRONIC BLDG	9:49:50	10:41:00	11:43:18
10.5	MALCOML HOYT DR & MULLIKEN WAY	9:52:20	11:47:00	
10.84	TURNAROUND ON MULLIKEN WAY	9:53:20	10:50:00	
11	0.1 BEFORE LEFT TURN ON PARKER ST	9:54:49	10:51:00	11:59:20
11.5	RIGHT TURN ON PARKER ST	9:56:30	10:53:30	
11.8	PARKER ST & ENTRANCE TO CLIPPER CITY RAIL TRAIL	9:58:50	10:55:00	
12	ON CLIPPER CITY RAIL TRAIL AFTER HORSE SCULPTURE	9:59:48	11:01:00	12:15:22
13	AFTER LEFT TURN ON TRAIL ALONG THE MERRIMAC RIVER	10:04:57	11:21:00	12:31:24
13.1	PARKING LOT BEFORE THE BOAT RAMP	10:05:20	11:12:05	12:33:00

COURSE SAFETY ASSIGNMENTS

LOCATION	RACE MONITORS	NEWBURYPORT POLICE		
OIC		1	LT Siemasko	
LEAD VEHICLE		1	Motorcycle	
Merrimac & Carter		1		
Merrimac & Kent [Race start]	6	1		
Merrimac & Oakland		1		
Merrimac & Route 1		2		
High & Kent		1	Beer Tent	
High & Oakland		1	Beer Tent	
Merrimac & Ashland		1		
Merrimac & Jefferson		1		
Merrimac & Spofford		2		
113 & Hoyts Ln	2	1		
Dennett & 113	1	1		
Everett & Crow		1		
Dennett & Everett	2			
Turkey Hill & Rte 113		1		
Turkey Hill & Everett Dr	2			
Turkey Hill & Bourbeau Terrace	2			
Turkey Hill & Windward Dr	2			
Turkey Hill & Longfellow Dr	2			
Turkey Hill & Newhall Ln	2			
Turkey Hill & Marquard Ln	2			
Turkey Hill & Longfellow Dr	2			
Turkey Hill & Crow	2	1		
Turkey Hill & Hale	2	2		
Hale & Goldsmith	2			
Low & Hale		1		
Garden & Browns Ln	2			
Hale & Malcolm Hoyt	2	1		
Malcolm Hoyt & Parker		2		
Mulliken & Parker		1		
Parker & Parker		1		
Parker & Rail Trail	2	1		
Rail Trail & Washington		1		
Rail Trail-Bridge to finish	6			
	43	28		

POLICE BARRICADE LOCATIONS

LOCATIONS

1. PINE HILL & HALLISEY
2. PINE HILL & DANIEL LUCEY
3. HALE & TOPPANS
4. HALE & TURKEY HILL
5. HALE & LAVALLEY
6. PARKER & MALCOLM HOYT
7. GRAF & PARKER
8. ROUTE 1 & PARKER BY HALEY'S
9. WASHINGTON & WINTER
10. WASHINGTON & BOARDMAN
11. ROADS & FERRY
12. ROADS & MOSELY

NOTE: PLACED BY DPW ON SATURDAY & SET IN PLACE BY POLICE OFFICERS ON SUNDAY MORNING.

Equipment Lists

Start/Finish:

Qty	Item	Location	Provided
2	2 Wheeler	Finish	DMSE
1	Airhorn	Start	DMSE
2	Ballast Water Barrel	Finish	DMSE
2	Banner 20'	Finish	ELI
1	Bullhorn	Start	DMSE
2	Garden Hose	Finish	DMSE
1	Pallet Jack	Finish	DMSE
1	Rope (Misc)	Finish	DMSE
2	Scaffolding Tower Scrim Set	Finish	DMSE
2	Scaffolding Towers (4' x 7' x 12')	Finish	DMSE
150	Steel Barricade (10' x 44")	Start	Int'l
4	Straps	Finish	DMSE
30	Tables 6'	Finish	PEAK
1	Tasc Pod (Announcer Platform)	Start	DMSE/IRS
30	Traffic Cones (18")	Start/Finish	DMSE
15	Trash Barrels	Start/Finish	DMSE
1	Trash Liners (case)	Start/Finish	DMSE
9	Veratruss System (Per Meter)	Finish	DMSE
1	Zip Ties - 8" (bag)	Finish	DMSE

Course:

Qty	Item	Location	Provided By
50	Safety Vests	Course	DMSE
20	Sandwich Boards (2'x3')	Course	DMSE
20	Signs - Course Directional	Course	DMSE
100	Traffic Cones (18")	Course	DMSE
2	Velcro	Course	DMSE

Water Stations:

Qty	Item	Location	Provided By
10	Gatorade Concentrate	Water Stations	Eli
4	Gatorade Cups (case)	Water Stations	Eli
9	Gloves	Water Stations	DMSE
4	Gatorade Gots	Water Stations	DMSE
1	Pallet Jack	Water Stations	DMSE
4	Pitchers	Water Stations	DMSE
16	Rakes	Water Stations	DMSE
16	Shovels	Water Stations	DMSE
32	Tables	Water Stations	Eli
32	Trash Barrels	Water Stations	DMSE
123	Trash Liners	Water Stations	DMSE
106	Water - Gallon (case)	Water Stations	Eli
15	Water Cups (case)	Water Stations	Eli

Medical Plan and Layout:

-- ½ Marathon and Relay

Medical and ortho. staff arrival: 8:30 AMStart time: 9:00 AMEstimated end time: 12:30 PM

Day of, all questions through

Dr. Adam Palombo Cell: (978) 835-7054

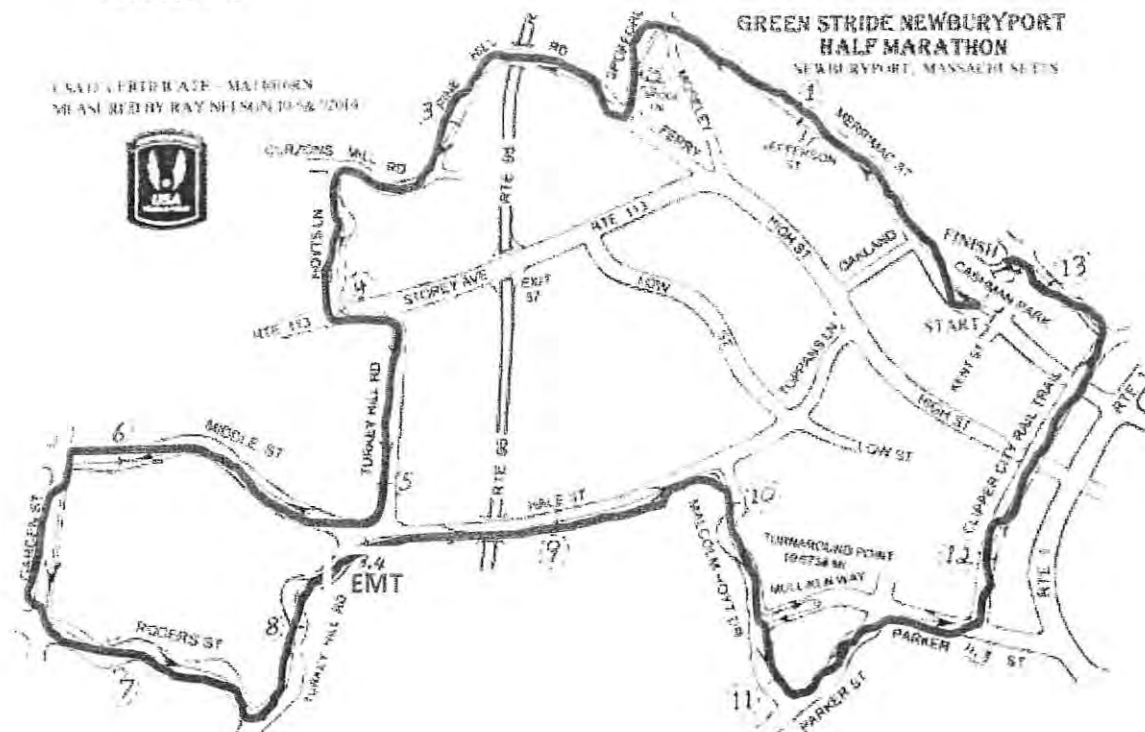
Medical Plan Details:

- Dedicated BLS ambulance at finish line next to tent
 - With AED
- Tent staff including:
 - Medical
 - 2 BLS EMTs
 - AJH volunteer RNs
 - Musculoskeletal
 - DC (Adam) – orthopedic complaints
 - PT (James)
- ½ way tent staff including:
 - 2 EMTs with bags and truck
- 3 Volunteer spotters on course at following intervals from finish (equipped with cell phones)
 - ¼ mile
 - Finish (2)

Tent contents:

1. 4-6 medical cots
2. 2 portable massage tables
3. 5 25ct boxes instant ice packs
4. Mueller M tape, White athletic tape
5. Ace wraps
6. Vaseline
7. 5 EMS bags (red)
 - a. Contents include:
 - i. Airway & CPR mask
 - ii. Wound care bandages
 1. Various sized band aids
 2. Sterile gauze pads
 3. Sterile gauze wraps
 4. Waterproof tape
 - iii. Wound cleaning supplies
 1. Iodine swabs
 2. Alcohol prep swabs
 3. Bacitracin
 - iv. SAM splint
 - v. Moleskin
 - vi. Sunscreen

1. Prior to entering tent, all conscious, ambulatory patients sign consent form
2. Adam and/or Pam triages complaint to either staff accordingly
 - i. ** suspicion of EAC or non-ambulatory persons are priority
 1. EAC with LOC requires immediate transport via ambulance
 - a. Assume hyponatremia unless otherwise indicated
 - ii. ** all staff are required to don personal protection (i.e. gloves and/or glasses) when human blood is visible
 - iii. ** all staff are to practice hand sanitization when in contact with bodily fluids
- b. Medical
- c. Orthopedic

- 3. Event encounter form completed by tent staff as patient is discharged with documented instructions


SIGNAGE - CONE LOCATIONS

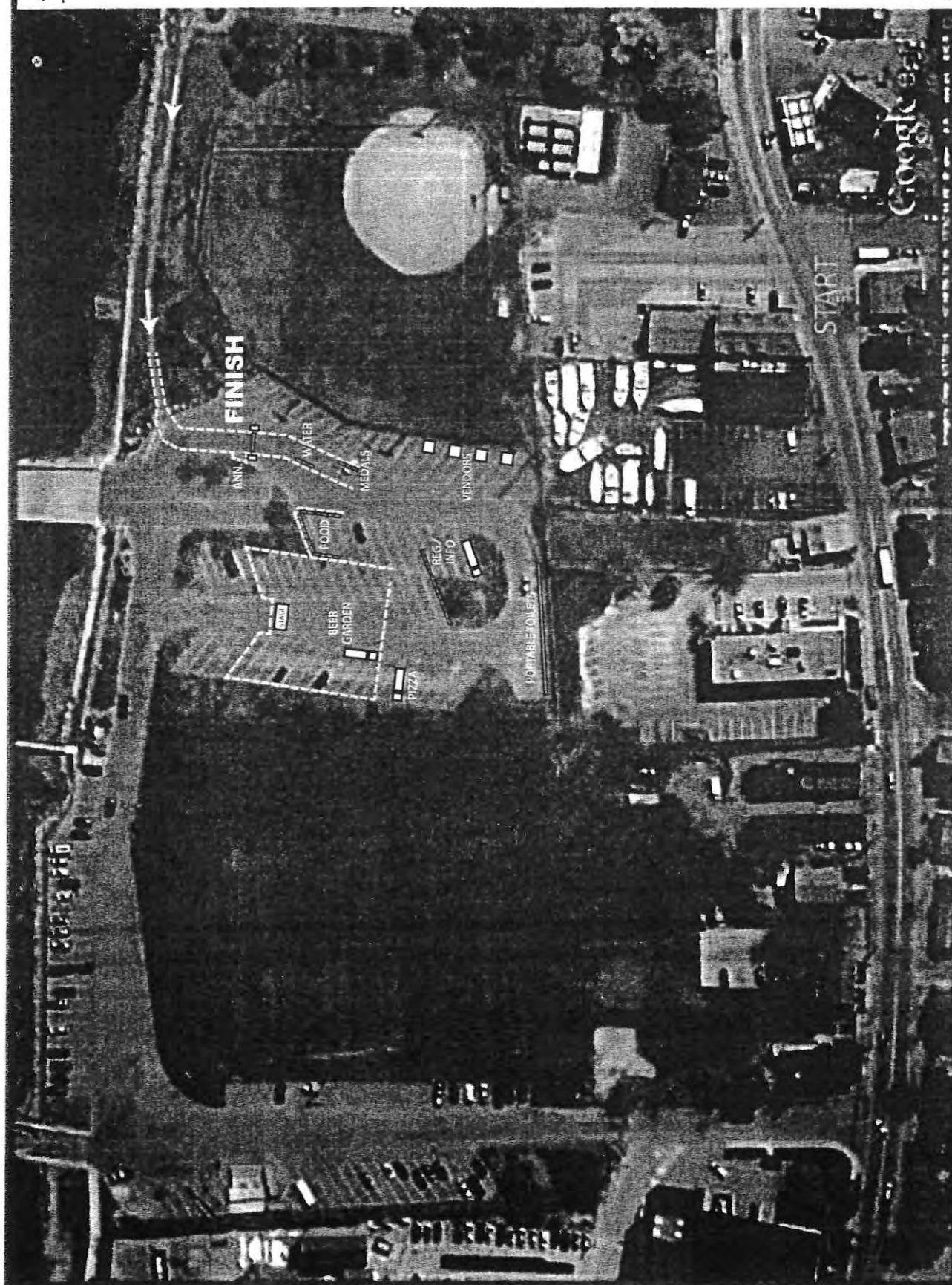
[illegible]



newburyport
half marathon

FINISH MAP

DMSE
DAVE MCGILLIVRAY SPORTS ENTERPRISES
SPORTS





**Newburyport Half
Water Station Program**
As of 10/4/17

Stop #	Location	Water Cases	Water Cups	Gatorade Powder	Gatorade Cups	Gotts	Pitchers	Gatorade Stirrers	Tables	Rakes	Shovels	Separators	Gloves	Bags	Trash Barrels
Pre-Race	Start Line	6	1	0	0	0	0	0	2	0	0	0	1	8	2
1	Merrimac St & Christie St - Mile 1.5	10	2	0	0	0	0	0	2	2	2	0	1	15	4
2	Curzon Mill & Daniel Lucy Way - Mile 3.3	12	2	0	0	0	0	0	4	2	2	0	1	15	4
3	Plummer Spring Rd after turn - Mile 5.2	21	2	5	2	2	2	0	5	2	2	0	1	15	4
4	38 Rogers St - After bridge - Mile 7.0	12	2	0	0	0	0	0	4	2	2	0	1	15	4
GU	Turkey Hill Rd - Before WS 5 - Mile 8.0	0	0	0	0	0	0	0	2	2	2	0	1	10	2
5	Turkey Hill Rd - cut out by Reservoir - Mile 8.3	12	2	0	0	0	0	0	4	2	2	0	1	15	4
6	#16 Malcolm Hoyt Rd/Rochester E driveway - Mile 9.9	21	2	5	2	2	2	0	5	2	2	0	1	15	4
7	#50 Parker St - before CC Run Trail - Mile 11.8	12	2	0	0	0	0	0	4	2	2	0	1	15	4
TOTALS		108	15	10	4	4	4	0	32	16	16	0	9	123	32

NOTES:

1. Water supply is 6 gallons/case
2. Water cups are based on 2,000 per case
3. Gatorade liquid concentrate is 4-1 gallons per case

ASSUMPTIONS:

Participants - 2300
Pre-Race Water - 50% of participants will take 1 (4oz) cup
Course Water - 1 (4oz) cup per participant per stop

Jeanne Geiger
CRISIS CENTERWALK
AGAINST
DOMESTIC
VIOLENCE

2018 MAY 22 AM 9:00

CITY CLERK'S OFFICE
NEWBURYPORT, MA

May 21, 2018

Barry N. Connell, President
Newburyport City Council
City Hall
60 Pleasant Street
Newburyport, MA 01950

Dear Mr. Connell and City Council Members,

On behalf of the Jeanne Geiger Crisis Center, I am writing to ask for City Council's approval of our plans for the 27th Annual Walk Against Domestic Violence, scheduled for Sunday, October 7th again this year at Waterfront Park, situated directly behind the Firehouse Theater located at 1 Market Square, Newburyport, MA from 8:00 AM (registration) – noon.

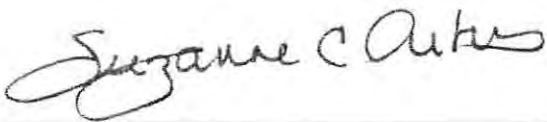
For your review, I have enclosed a copy of our walk route that we used last year and will again for this upcoming walk. As in the past, we have an army of volunteers who are stationed along the route to direct walkers and we will have officers stationed at crossing points. If you have any questions, please call our Development Associate, Ashley Selfridge, at 978-465-0999.

I hope you will look favorably upon this request, and please let us know if you have any questions.

Thank you for your immediate attention to this matter. We look forward to your earliest response so that we may publicize this exciting event.

Thank you for your consideration.

Sincerely,



Suzanne C. Dubus
Chief Executive Officer

Cc: Richard B. Jones, City Clerk

enclosure

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

2018 MAY 22 AM 9:00

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

- NAME OF EVENT: Jeanne Geiger Crisis Center Walk Against Domestic Violence
- Date: 10/17/18 Time: from 8 AM to 11 AM
- Rain Date: _____ Time: from _____ to _____
2. Location: Waterfront Park (please see attached map for walk route)
fast trail and walk route
3. Description of Property: _____ Public ☒ Private _____
4. Name of Organizer: Jeanne Geiger Crisis Center City Sponsored Event: Yes _____ No ☒
- Contact Person Ashley Saltridge
- Address: 2 Harris St. NBPT, MA Telephone: 978-465-0999
- E-Mail: asaltridge@jeannegeiger.org Cell Phone: 603-486-7150
- Day of Event Contact & Phone: Ashley Saltridge, 603-486-7150
5. Number of Attendees Expected: 500
6. MA Tax Number: 22-2474823
7. Is the Event Being Advertised? YES Where? local media, radio, social media
8. What Age Group is the Event Targeted to? 25-60
9. Have You Notified Neighborhood Groups or Abutters? Yes ☒ No _____, Who? Newburyport Parks
Newburyport Waterfront
Town

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

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

If yes:

- a) How many trash receptacles will you be providing? None. we use the parks and empty them
- b) How many recycling receptacles will you be providing? 10
- 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? trash in the parks cars, recycling in the bins we bring

If no:

- a) # of trash container(s) to be provided by DPS none
- 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)

0 Standard # 0 ADA accessible

Name of company providing the portable toilets: We use the public toilets at waterfront Park and provide extra toilet paper.

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE _____

WALKATHON ✓

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

Jeanne Geiger Crisis Center

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

2 Harris Street Newburyport, MA 01950

978-465-0999

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

Ashley Selfridge - JBCC

2 Harris Street NBPT, MA

603-486-1150

4. Date of Event: 10/7/18 Expected Number of Participants: 500

5. Start Time: 8am registration Expected End Time: 11:00 AM

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

Waterfront Park, rail trail, High Street,
Merrimac Street

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

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

9. Formation Location & Time for Participants: Waterfront Park - 8am

10. Dismissal Location & Time for Participants: Waterfront Park - 11am

11. Additional Parade Information:

• Number of Floats: n/a

• Locations of Viewing Stations: n/a

• Are Weapons Being Carried: Yes _____ No n/a

• 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] 5/7/18 0 Greenleaf St.

DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK _____ 60 Pleasant St.

(4 Somerset C2 detail officers Required)

DEPARTMENT APPROVAL (for Committee Member use only):

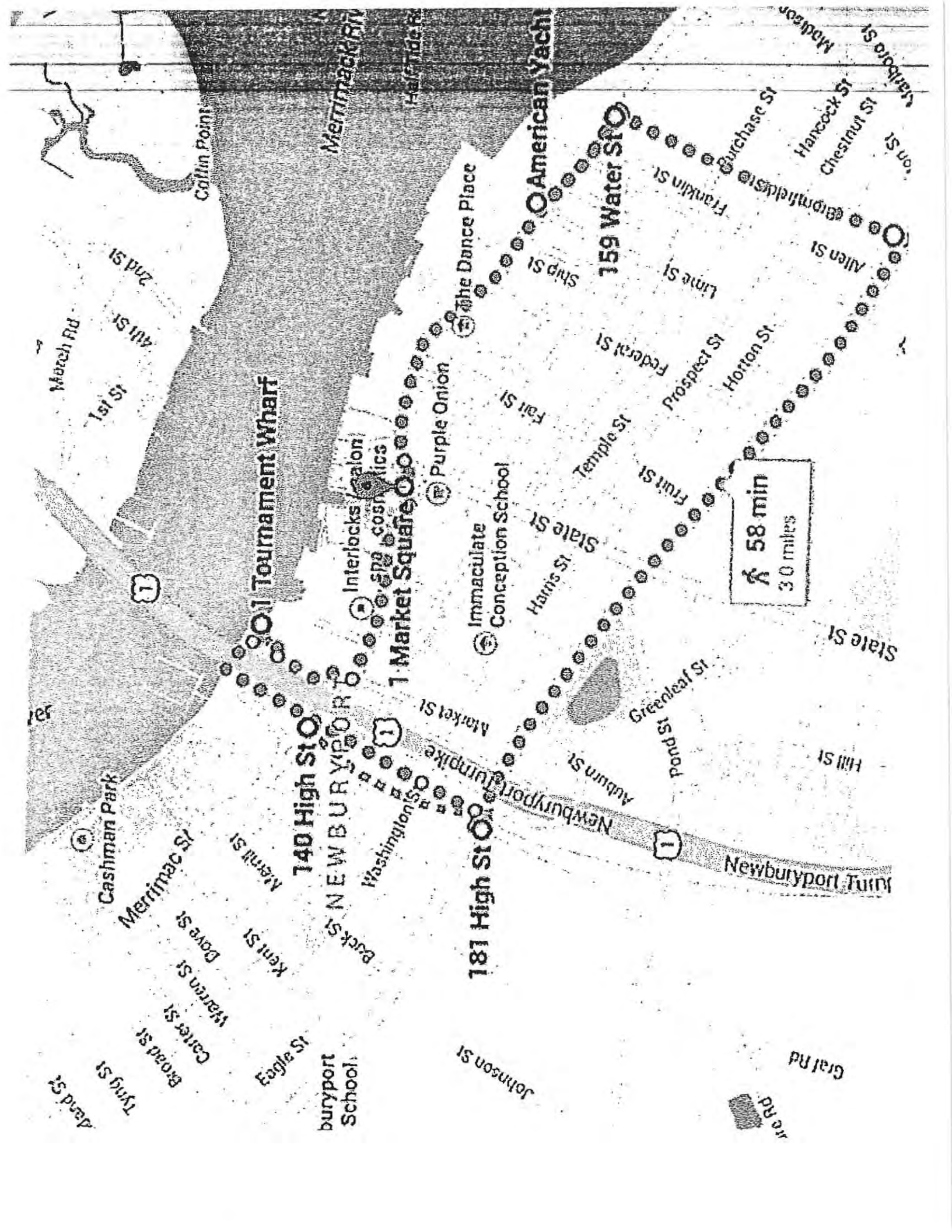
It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require 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>
	<input type="checkbox"/> Yes: \$ _____ due on _____ <input type="checkbox"/> No Fee for Special Events applies
	Other requirements/instructions per DPS _____
_____	10. Recreation Department: _____
_____	11. License Commission _____

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

Limitations

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



Jeanne Geiger

CRISIS CENTER

Fax

To:	City Clerk Richard B. Jones	From:	Jeanne Geiger Crisis Center
Fax:	978-462-7936	Pages:	3
Phone:	978-465-4407	Date:	7/17/2018
Re:	Finalized Insurance Papers for the Walk	cc:	

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Dear Richard,

Per our conversation, here are the updated insurance papers for the Walk with the date change. Let us know if you need anything else.

Thank you,
Clara McCool

CONFIDENTIALITY NOTICE

This fax is from The Jeanne Geiger Crisis Center, Inc. and is intended only for the individual or entity to which it is addressed. This fax may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this

Administrative Offices:

2 Harris Street
Newburyport, MA 01950
978-465-0999 - phone
978-465-7158 - fax

Client Services Office:

5 Market Square, Suite 109
Amesbury, MA 01913
978-834-9710 - phone
978-834-0825 - fax

24-Hour Hotline: 978-388-1888



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Lori Keiffer PHONE (A/C, No. Ext): (800) 333-7234 FAX (A/C, No.): E-MAIL: LKeiffer@easterninsurance.com ADDRESS: LKeiffer@easterninsurance.com
INSURED Jeanne Geiger Crisis Center, DBA: Attn: Liz Morin 2 Harris Street Newburyport MA 01950	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 18 GL UMB

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PEPK1793704	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB621977	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Walk Against Domestic Violence

Location: Water Front Park, Newburyport, MA
located behind the Firehouse Center for Arts,
1 Market Square, Newburyport, MA 01950

Date: October 14, 2018, from 8:00AM - Noon

The City of Newburyport is additional insured for general liability

CERTIFICATE HOLDER

CANCELLATION

City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

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

AUTHORIZED REPRESENTATIVE

John Koegel/LKEIFF

© 1988-2014 ACORD CORPORATION. All rights reserved.

~~Leave blank box at Date~~ to the
Annual Walk Against Domestic Violence
FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE _____

WALKATHON X

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

Jeanne Geiger Crisis Center

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

Ashley Selfridge
2 Harris Street Newburyport, MA 01950
978-465-0999

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

11

Ashley Selfridge

4. Date of Event:

10/11/18

Expected Number of Participants:

400

5. Start Time:

8:00 AM

Expected End Time:

11:00 AM

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

7. Locations of Water Stops (if any):

March's Hill

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

9. Formation Location & Time for Participants:

Waterfront Park 8:00 AM

10. Dismissal Location & Time for Participants:

Waterfront Park 11:00 AM

11. Additional Parade Information:

• Number of Floats:

n/a

• Locations of Viewing Stations:

n/a

• Are Weapons Being Carried:

Yes

No

• Are Marshalls Being Assigned to Keep Parade Moving:

Yes

No

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

*CITY MARSHAL

[Signature]

4 Green St.

*FIRE CHIEF

[Signature]

0 Greenleaf St.

*DEPUTY DIRECTOR

[Signature]

16A Perry Way

CITY CLERK

60 Pleasant St.

Jeanne Geiger
CRISIS CENTER2018 MAY 22 AM 9:00
CITY CLERK'S OFFICE
NEWBURYPORT, MA

May 21, 2018

Barry N. Connell, President
Newburyport City Council
City Hall
60 Pleasant Street
Newburyport, MA 01950

Dear Mr. Connell and City Council Members,

On behalf of the Jeanne Geiger Crisis Center, I am writing to ask for City Council's approval of our plans for the 27th Annual Walk Against Domestic Violence, scheduled for Sunday, October 7th again this year at Waterfront Park, situated directly behind the Firehouse Theater located at 1 Market Square, Newburyport, MA from 8:00 AM (registration) – noon.

For your review, I have enclosed a copy of our walk route that we used last year and will again for this upcoming walk. As in the past, we have an army of volunteers who are stationed along the route to direct walkers and we will have officers stationed at crossing points. If you have any questions, please call our Development Associate, Ashley Selfridge, at 978-465-0999.

I hope you will look favorably upon this request, and please let us know if you have any questions.

Thank you for your immediate attention to this matter. We look forward to your earliest response so that we may publicize this exciting event.

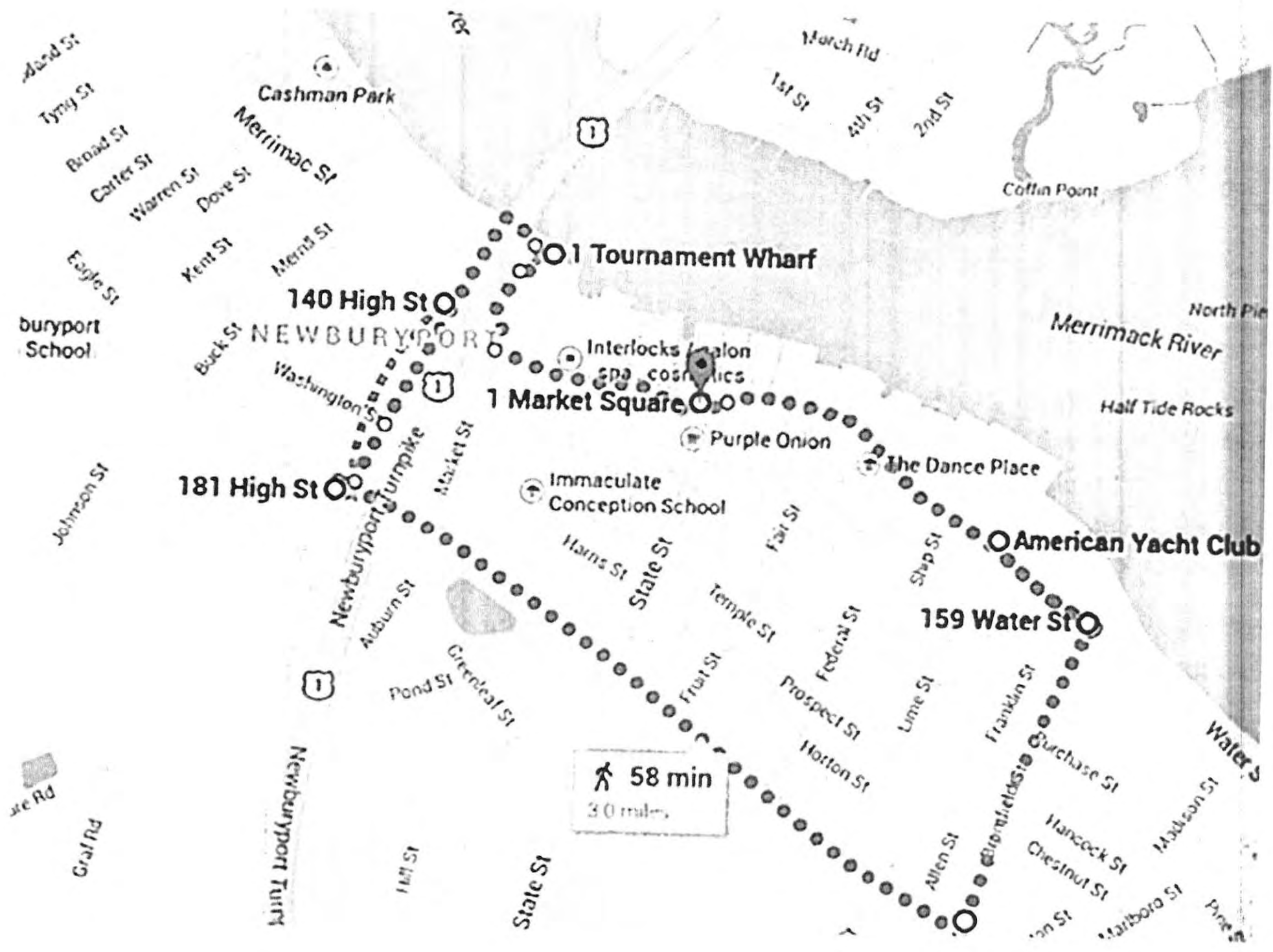
Thank you for your consideration.

Sincerely,

Suzanne C. Dubus
Chief Executive Officer

Cc: Richard B. Jones, City Clerk

enclosure



NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

Tel.

Fax.

2018 MAY 22 AM 9:00

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

NAME OF EVENT: Jeannette Geiger Crisis Center Walk Against Domestic Violence

Date: 10/17/18 Time: from 8 AM to 11 AM

Rain Date: _____ Time: from _____ to _____

2. Location: Waterfront Park (please see attached map for walk route)
rail trail and walk route

3. Description of Property: _____ Public ☒ Private _____

4. Name of Organizer: Jeannette Geiger Crisis Center City Sponsored Event: Yes _____ No ☒

Contact Person Ashley Saltbridge

Address: 24 Harris St. NBPT, MA Telephone: 978-465-0999

E-Mail: ASaltbridge@jeannettegeiger.org Cell Phone: 603-486-7150

Day of Event Contact & Phone: Ashley Saltbridge, 603-486-7150

5. Number of Attendees Expected: 500

6. MA Tax Number: 22-2474823

7. Is the Event Being Advertised? YES Where? local media, radio, social media

8. What Age Group is the Event Targeted to? 25-60

9. Have You Notified Neighborhood Groups or Abutters? Yes ☒ No _____, Who? Newburyport Parks
Newburyport Waterfront
Trust

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

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

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music _____ DJ ☒ Radio/CD _____

Performers ☒ Dancing _____ Amplified Sound _____ Stage _____

C. Games / Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____

Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

If yes:

- a) How many trash receptacles will you be providing? None. we use the parks and empty them
- b) How many recycling receptacles will you be providing? 10
- 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? trash in the parks cars, recycling in the bins we bring

If no:

- a) # of trash container(s) to be provided by DPS none
- 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)

0 Standard # 0 ADA accessible

Name of company providing the portable toilets: We use the public toilets at waterfront Park and provide extra toilet paper.

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE _____

WALKATHON ✓

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

Jeanne Geiger Crisis Center

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

Ashley Schridge, JBCC
2 Harris Street Newburyport, MA 01950
978-465-0999

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

Ashley Schridge - JBCC
2 Harris Street NBPT, MA
603-486-1150

4. Date of Event: 10/7/18 Expected Number of Participants: 500

5. Start Time: 8am registration Expected End Time: 11:00 AM

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

Waterfront Park, rail trail, High Street,
Merrimac Street

7. Locations of Water Stops (if any):

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

9. Formation Location & Time for Participants: Waterfront Park - 8am

10. Dismissal Location & Time for Participants: Waterfront Park - 11am

11. Additional Parade Information:

- Number of Floats: n/a
- Locations of Viewing Stations: n/a
- Are Weapons Being Carried: Yes _____ No _____ n/a
- 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] 5/7/18 0 Greenleaf St.
DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.

(4 Supervisor (2 detail officers Required))

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>	
	<input type="checkbox"/> Yes: \$ _____ due on _____	<input type="checkbox"/> No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
_____	10. Recreation Department: _____	
_____	11. License Commission _____	

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

Limitations

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

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

13-101 Enforcement

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

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

Signed: _____

Date: _____

4/23/18

Additional Named Insureds

Other Named Insureds

Attn: Liz Morin

Other

Attn: Liz Morin

Doing Business As

S.A.F.E. Studio Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Lori Keiffer PHONE (A/C, No, Ext): (800) 333-7234 FAX (A/C, No): E-MAIL: LKeiffer@easterninsurance.com ADDRESS: LKeiffer@easterninsurance.com
INSURED Jeanne Geiger Crisis Center, DBA: Attn: Liz Morin 2 Harris Street Newburyport MA 01950	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 18 GL UMB

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1793704	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB621977	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Walk Against Domestic Violence

Location: Water Front Park, Newburyport, MA
located behind the Firehouse Center for Arts,
1 Market Square, Newburyport, MA 01950

Date: October 7, 2018, from 8:00AM - Noon

The City of Newburyport is additional insured for general liability

CERTIFICATE HOLDER

CANCELLATION

City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

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

AUTHORIZED REPRESENTATIVE

John Koegel/LKEIFF

© 1988-2014 ACORD CORPORATION. All rights reserved.

Additional Named Insureds

Other Named Insureds

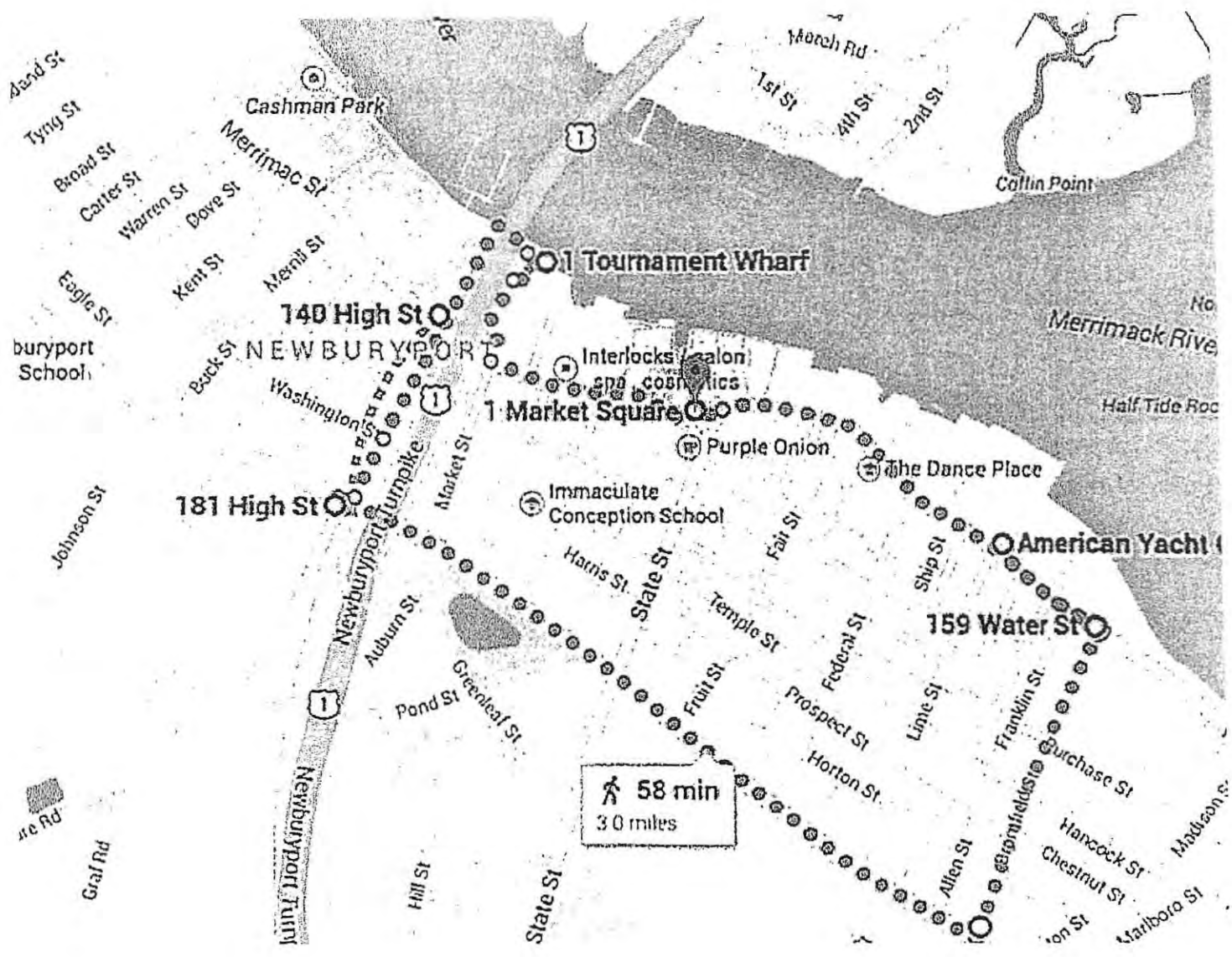
Attn: Liz Morin

Other

Attn: Liz Morin

Doing Business As

S.A.F.E. Studio Inc





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Lori Keiffer PHONE (A/C, No, Ext): (800) 333-7234 FAX (A/C, No): E-MAIL: LKeiffer@easterninsurance.com ADDRESS: LKeiffer@easterninsurance.com
INSURED Jeanne Geiger Crisis Center, DBA: Attn: Liz Morin 2 Harris Street Newburyport MA 01950	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 18 GL UMB

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1793704	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB621977	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	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 <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Walk Against Domestic Violence

Location: Water Front Park, Newburyport, MA
located behind the Firehouse Center for Arts,
1 Market Square, Newburyport, MA 01950

Date: October 7, 2018, from 8:00AM - Noon

The City of Newburyport is additional insured for general liability

CERTIFICATE HOLDER

CANCELLATION

City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

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

AUTHORIZED REPRESENTATIVE

John Koegel/LKEIFF

© 1988-2014 ACORD CORPORATION. All rights reserved.

Additional Named Insureds

Other Named Insureds

Attn: Liz Morin

Other

Attn: Liz Morin

Doing Business As

S.A.F.E. Studio Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Lori Keiffer PHONE (A/C, No, Ext): (800) 333-7234 E-MAIL: LKeiffer@easterninsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC #
INSURED Jeanne Geiger Crisis Center, DBA: Attn: Liz Morin 2 Harris Street Newburyport MA 01950		

COVERAGES

CERTIFICATE NUMBER: 18 GL UMB

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		PHPK1793704	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Professional Liability \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		PHUB621977	5/7/2018	5/7/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 2,000,000				
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

RE: Walk Against Domestic Violence

Location: Water Front Park, Newburyport, MA
located behind the Firehouse Center for Arts,
1 Market Square, Newburyport, MA 01950

Date: October 7, 2018, from 8:00 AM - Noon

The Newburyport Waterfront Trust is additoinal insured for General Liability

CERTIFICATE HOLDER

CANCELLATION

The Newburyport Waterfront Trust
City Hall
60 Pleasant Street
Newburyport, MA 01950

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

AUTHORIZED REPRESENTATIVE

John Koegel/LKEIFF

© 1988-2014 ACORD CORPORATION. All rights reserved.

Additional Named Insureds

Other Named Insureds

Attn: Liz Morin

Other

Attn: Liz Morin

Doing Business As

S.A.F.E. Studio Inc

CITY CLERK'S OFFICE
NEWBURYPORT, MA
2018 JUL -9 AM 9:44

B

City Council of Newburyport
Newburyport, MA
June 29, 2018

Robert C. Solazzo
7 Ferry Road
Newburyport, MA

I am writing to Councilor Thomas O'Brien and the City Council of Newburyport about our concerns for the safety of the children, pedestrians and motorists who walk and travel on Ferry Road in Newburyport, MA on a daily basis.

The neighbors in the area of Harnch's Way to Chaisson Street have all agreed. We are inconvenience with annoying traffic, and excessive parked cars on the street from mid morning to after ten o'clock P.M. We would like to ask for Resident Parking Only signs to be posted in our neighborhood from Harnch's Way to Chassion Street on both sides of Ferry road.

The employees of Famous Pizza are using the street for parking their cars so that they can give their customer more room for parking. The problem being that the business is in a residential area. This makes it difficult to see on coming traffic when backing out of driveways and entering into on coming traffic.

Some of the neighbors have lived here for over 50 years and there has never been so many parked cars out in the front of our houses as there is now.

We hope you will consider making this change. It would mean a lot to us and the safety for all concerned.

Sincerely,

The Residents Of The Effect Area

PS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

July 16, 2018

THAT the City Council of the City of Newburyport hereby orders, pursuant to Code Section 13-166, that no person shall park any vehicle on the following streets or portions thereof as follows:

Street: Greenleaf St.

Restriction: No parking on the northerly side from Auburn Street running in an easterly direction for a distance of 285 feet.

Furthermore, the City Clerk shall add this restriction to the public list available in the Clerk's office. This list shall be updated and posted on the City of Newburyport website.

Councillor Heather L. Shand

Refer PS
HS/JD
SR

NEWBURYPORT SPECIAL EVENT APPLICATION

PS

CITY CLERK'S OFFICE
NEWBURYPORT, MA

Tel. 617-318-1380 Fax. 617-318-1385

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

2018 AUG -7 AM 10:08

NAME OF EVENT: The Challenge 5K Freedom RunDate: OCT 6th 2018 Time: from 10AM to 2pmRain Date: SAME Time: from _____ to _____2. Location: MAUDSLAY STATE PARK / RIVER WALK BREWING CO3. Description of Property: PRIVATE / OFF ROAD MAIN ROADS Public ☐ Private ☒4. Name of Organizer: Boston Teen Challenge City Sponsored Event: Yes ☐ No ☒

Contact Person

Address: 16 BLOOMFIELD ST DORCHESTER Telephone: 617-318-1380E-Mail: SSANTOS@TC.BOSTON.ORG Cell Phone: _____Day of Event Contact & Phone: STEVEN SANTOS 774-823-74915. Number of Attendees Expected: 4006. MA Tax Number: 042423997. Is the Event Being Advertised? YES Where? WEBSITE, FLYERS, etc8. What Age Group is the Event Targeted to? ALL AGES9. Have You Notified Neighborhood Groups or Abutters? Yes ☐ No ☒ Who? _____

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

A. Vending: Food ☒ Beverages ☒ Alcohol ☐ Goods ☒ Total # of Vendors _____B. Entertainment: (Subject to City's Noise Ordinance.) Live Music ☐ DJ ☒ Radio/CD ☐
Performers ☐ Dancing ☐ Amplified Sound ☒ Stage ☐C. Games / Rides: Adult Rides ☐ Kiddie Rides ☐ Games ☐ Raffle ☒
Other ☐ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

If yes:

- a) How many trash receptacles will you be providing? 4
- b) How many recycling receptacles will you be providing? 4
- 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)

2 Standard # 1 ADA accessible

Name of company providing the portable toilets: Daves Septic Services Inc.

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE ☒

WALKATHON _____

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

Teen Challenge

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

Boston Adult and Teen Challenge

16 Bloomfield St Dorchester MA 02124

(617) 318-1380

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

Steven Santos

16 Bloomfield St Dorchester MA 02124

774-823-7491

4. Date of Event: Oct 6th Expected Number of Participants: 400

5. Start Time: 10am Expected End Time: 2pm

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

ROAD RACE

7. Locations of Water Stops (if any): EVERY MILE MARKER AND START LINE

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

9. Formation Location & Time for Participants: X

10. Dismissal Location & Time for Participants: X

11. Additional Parade Information:

• Number of Floats: 0

• Locations of Viewing Stations: X

• Are Weapons Being Carried: Yes _____ No ☒

• Are Marshalls Being Assigned to Keep Parade Moving: Yes _____ No ☒

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

CITY MARSHAL [Signature] 4 Green St.

FIRE CHIEF [Signature]

60 Greenleaf St.

DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature]

60 Pleasant St.

of Detail Officers to
be determined. (4)

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

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

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

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

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

Signed: _____

Date: _____

8-4-18

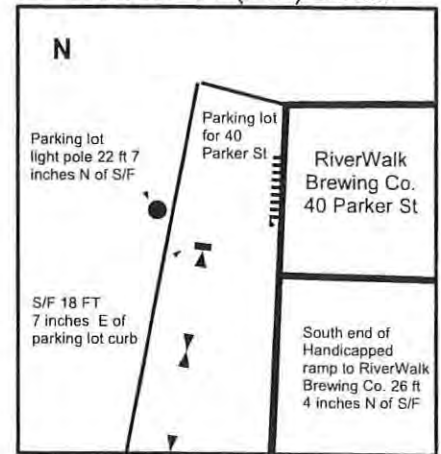
RiverWalk IPA 5K

Newburyport, Massachusetts



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

Start/Finish (S/F) Detail

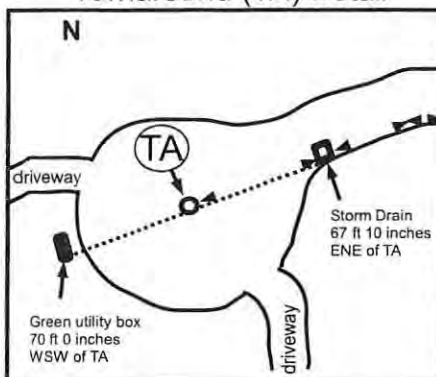


Parking lot for 40 Parker St
RiverWalk Brewing Co. 40 Parker St



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

Turnaround (TA) Detail



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

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

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

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

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

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

Measured February 28, 2018
By Bob Kennedy
Oyster River Running Company
osprey02554@yahoo.com
508-577-4105

APPROVED BY
NEWBURY
7-30-18

APPROVED BY
NEWBURY
7-30-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/7/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Wayside Insurance Group, LLC 60 Nicholas Road P.O. Box 3337 Framingham MA 01705-3337	CONTACT NAME: June Fletcher PHONE (A/C, No, Ext): (508) 877-5010 FAX (A/C, No): (508) 877-5015 E-MAIL ADDRESS: jfletcher@waysideinsurance.com														
INSURED Teen Challenge New England, Inc. 1315 Main Street Brockton MA 02301	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Great American Insurance Group</td><td></td></tr><tr><td>INSURER B: New York Life and General Ins Co</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Insurance Group		INSURER B: New York Life and General Ins Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Great American Insurance Group															
INSURER B: New York Life and General Ins Co															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL179101775 **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:		PAC1138606	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual/Physical Abuse Or \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAP1138607	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Signature Business Auto \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB1138608	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	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 N/A	WC201700015150	9/1/2017	9/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Internet Liability		EPP2451945	9/1/2017	9/1/2018	\$1,000,000
A	Sexual Abuse Liability		PAC1138606	9/1/2017	9/1/2018	\$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Newburyport 60 Pleasant St Newburyport, MA 01950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE June Fletcher/WAYJF1 <i>June Fletcher</i>
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. 978/376-6376 Fax. NA 2018 JUL 31 PM 12:20

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

NAME OF EVENT: Bartlett Mall Day

Date: October 6, 2018 Time: from 11:00 am to 2:00 pm

Rain Date: October 7, 2018 Time: from 11:00 am to 2:00 pm

2. Location: Bartlett Mall

3. Description of Property: park bounded by High Pond, Greenleaf and Auburn Streets Public ☒ Private ☐

4. Name of Organizer: Newburyport Parks Conservancy City Sponsored Event: Yes ☒ No ☐

Contact Person Andrea Eigerman partially

Address: Andrea Eigerman 83 High St. Telephone: NA

E-Mail: andreaeigerman@yahoo.com Cell Phone: 978/376-6376

Day of Event Contact & Phone: Andrea 978/376-6376

5. Number of Attendees Expected: 150-250 people Charitable ☒

6. MA Tax Number: 04-3049521 (Mayor Gayden W. Morrill touch)

7. Is the Event Being Advertised? yes Where? posters, banners, e-mails, on-line

8. What Age Group is the Event Targeted to? all ages welcome

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 3 to 5

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 Hay Ride by Park Dept. Total # 1

Name of Carnival Operator: Newburyport Parks Department

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 ☐

*Covered under City Insurance Umbrella

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

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.

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

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

Limitations

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

- 526 p. 14
- (e) "Road Closure" No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents ten (10) days in advance that neighborhood roads will be closed if no alternate route is available to those residents.
 - (f) "Insurance" All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an insured. The policy shall be no less than two million dollars (\$2,000,000.00).
 - (g) "Event termination" If in the judgment of the City Marshal, Fire Chief or Department of Public Services (DPS) Director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the Harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.
 - (h) "Event and traffic Security" The City Marshal, Fire Chief, DPS Director or in the case of a triathlon, the Harbormaster can require special duty personnel to oversee the safety and security of the event. All special duty assignments will be paid by the event organizers.
 - (i) "Clean-up" The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

13-101 Enforcement

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

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

Signed: _____

Andrew M. Cigerman

Date: _____

July 20, 2018

8/7/2017

Google Maps

Google Maps Exhibit B Approximate Layout of Bartlet Mall Day

Hayride passenger pickup

Families Club
children's Activity

Green leaf

Google

Map data ©2017 Google United States 100 ft

★ Interpretation
of historical
features

Closure of
Green leaf Street

Enclosure with
Food, beer, music

EXHIBIT B

<https://www.google.com/maps/@42.8082034,-70.875482,18z>

NEWBURYPORT SPECIAL EVENT APPLICATION

ps

Tel.

Fax.

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

NAME OF EVENT: St Vincent de Paul Annual WALK for our PoorDate: Sept 29 2018 Time: from 8 30 to 11 AMRain Date: Sept 30 2018 Time: from 8 30 to 11 AM2. Location: Cashman Park3. Description of Property: City Park Parish Public ☒ Private ☐4. Name of Organizer: Immaculate Conception City Sponsored Event: Yes ☐ No ☒Contact Person Kathleen WilliamsonAddress: 188 High Rd Newbury Telephone: 978 992 6450E-Mail: Kathie108@aol.com Cell Phone:Day of Event Contact & Phone: SAME5. Number of Attendees Expected: 100

6. MA Tax Number: _____

7. Is the Event Being Advertised? yes Where? @ Church + in papers8. What Age Group is the Event Targeted to? all9. Have You Notified Neighborhood Groups or Abutters? Yes ☐ No ☒ Who? _____

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

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

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

Performers _____ Dancing _____ Amplified Sound _____ Stage _____

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____

Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

Jim

C 603-491-9916

If yes:

- a) How many trash receptacles will you be providing? 4
- b) How many recycling receptacles will you be providing? 2
- c) Will you be contracting for disposal of: Trash Yes _____ No X Recycling Yes _____ No X
- 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 X 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

Not Needed

Name of company providing the portable toilets: _____

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE _____

WALKATHON X

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

ST VINCENT de Paul of IMMACULATE CONCEPTION Parish
42 GREEN ST

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

KATHLEEN WILLIAMSON 978 992 6450

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

KATHLEEN WILLIAMSON 978 992-6450

4. Date of Event: 9/29 ^{Rain Date} 9/30 Expected Number of Participants: 100

5. Start Time: 8 30 AM Expected End Time: 11 AM

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

CASHMAN PARK - RAIL TRAILS (see map)

7. Locations of Water Stops (if any): NONE

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

9. Formation Location & Time for Participants: CASHMAN PARK - 9 AM

10. Dismissal Location & Time for Participants: CASHMAN PARK - 11 AM

11. Additional Parade Information:

• Number of Floats: NONE

• Locations of Viewing Stations: NONE

• Are Weapons Being Carried:

Yes _____ No ✓

• Are Marshalls Being Assigned to Keep Parade Moving:

Yes ✓ No _____

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

CITY MARSHAL

[Signature]

4 Green St.

FIRE CHIEF

[Signature] 8/1/18

0 Greenleaf St.

DEPUTY DIRECTOR

[Signature]

16A Perry Way

CITY CLERK

60 Pleasant St.

DEPARTMENT APPROVAL (for Committee Member use only):

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

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: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*
Yes: \$ _____ due on _____ No Fee for Special Events applies
Other requirements/instructions per DPS _____
- ____ 10. Recreation Department: _____
- ____ 11. License Commission _____

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

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

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

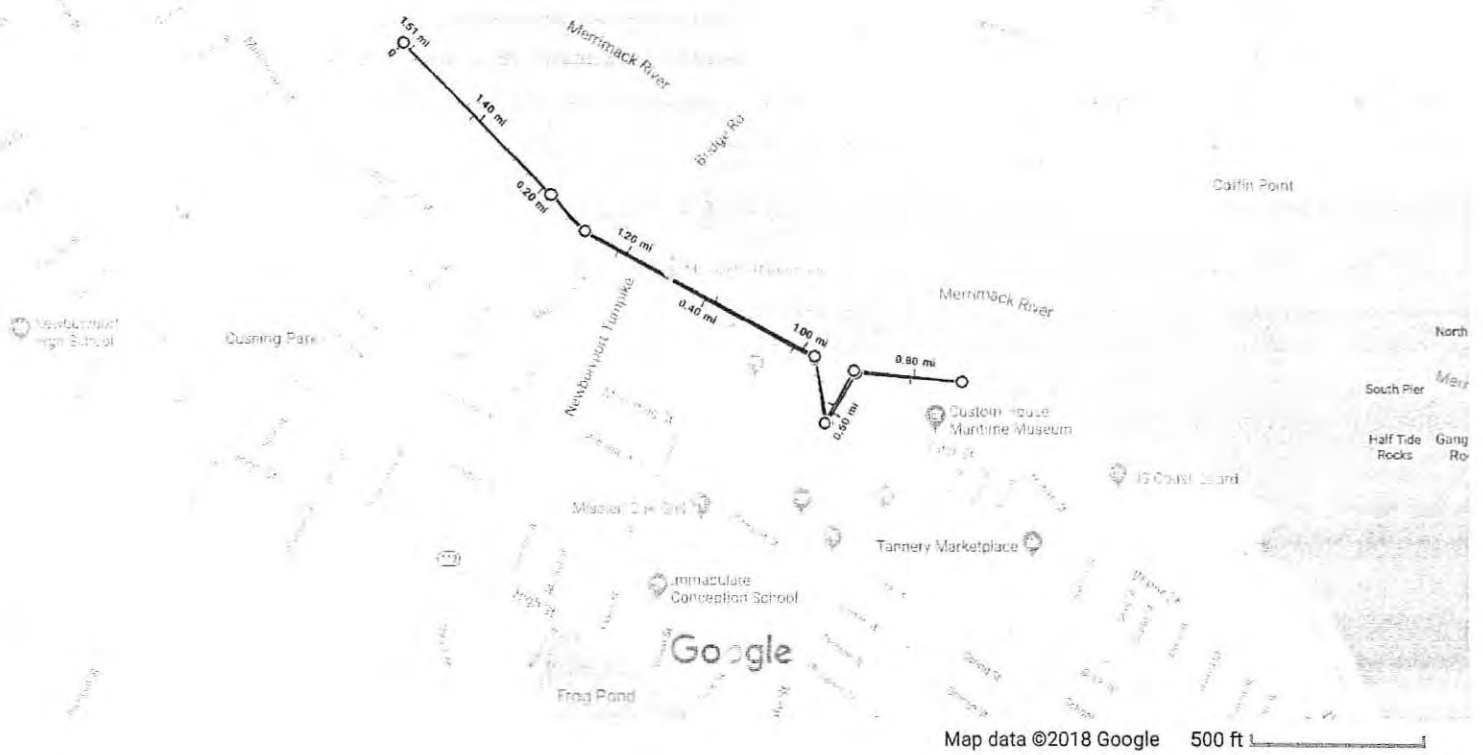
(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote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

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

Signed: _____

Date: _____

Google Maps st vincent de Paul walk



Measure distance

Total area: 26,075.20 ft² (2,422.46 m²)

Total distance: 1.51 mi (2.43 km)

x 2 and back
- 3.02 miles



Newburyport Parks

One-Day Use Permit Application

Applicant Information

Name of organization ST VINCENT De Paul Society
 Contact name Kathleen Williamson
 Address 42 Green St
 City Newburyport
 State MA Zip 01951
 Phone 978 992 6450 Fax _____
 Email Kathie108a@gmail.com

Scheduling Information

Date of Application 8/3/2015

We request use of:

- | | | |
|--|---|---|
| <input type="checkbox"/> Atwood Park - South End | <input type="checkbox"/> Cushing Park | <input type="checkbox"/> Perkins Park - South End |
| <input type="checkbox"/> Basketball Court | <input type="checkbox"/> Basketball Courts | (For ball field please use "Field Use Permit Form") |
| <input type="checkbox"/> Tennis Court | <input type="checkbox"/> Joppa Park at the Sea Wall - South End | <input type="checkbox"/> Basketball Courts |
| <input type="checkbox"/> Brown Square | <input type="checkbox"/> Jason Sawyer Playground - Plum Island | <input type="checkbox"/> Tennis Courts |
| <input checked="" type="checkbox"/> Cashman Park - North End | <input type="checkbox"/> Basketball Court | <input type="checkbox"/> Moseley Woods Pavilion |
| (For ball field please use "Field Use Permit Form") | <input type="checkbox"/> Pavilion | <input type="checkbox"/> Bartlet Mall |
| <input type="checkbox"/> Basketball Courts | <input type="checkbox"/> March's Hill | <input checked="" type="checkbox"/> Rail Trail |
| <input type="checkbox"/> Tennis Courts | <input type="checkbox"/> Basketball Court | |

Dates/days requested Sat 9/29 "Rain date" SUN 9/30

Time slot requested 8:30 - 11 AM
 (1 1/2 hour blocks)

Activity "Walk for Our Pook" Number of attendees approx 100

Authorized Applicant Signature Kathleen A Williamson

FOR INTERNAL USE ONLY

Approval is contingent upon approval from the following authorities:

- ☐ Health Department
- ☐ Fire Department
- ☐ Police Department
- ☐ Licensing Commission
- ☒ City Council
- ☒ Harbormaster
- ☐ No further approvals needed

ADDITIONAL COMMENTS:

Submit completed form to

Newburyport Parks
 Newburyport City Hall
 60 Pleasant Street
 Newburyport, MA 01950
 parks@cityofnewburyport.com
 978-465-4462

See page 2 for Rules and Regulations and contacts for use of other parks and recreational facilities

For Parks Commission Use

Date reviewed 8-6-15

Approved ☒

Rejected ☐

Comments

Donation received _____



City of Newburyport

City Parks Use Rules and Regulations

Chapter 11 Parks and Recreation, Article III Recreation Areas, Section 11-51

1. All other city ordinances applying to public areas also apply to these parks, including but not limited to the following:
 - a. Dogs must be leashed and animal waste cleaned up and disposed of pursuant to Chapter 3, Article 2 of the Code of Ordinances.
 - b. No littering is allowed.
 - c. No vandalism, damage or defacement or other acts of willful destruction of property is allowed.
 - d. Loud noise, music, and other sounds are prohibited from 10:00 pm to 7:00 am pursuant to Section XI-G of the zoning ordinance.
 - e. No snowmobiles, motorcycles, motorbikes or other motorized vehicles, with the exception of wheelchairs are allowed unless specifically authorized by city council vote.
 - f. For other activities regulated by city ordinances, additional authorization may be required by the appropriate city authority.
 - g. No activities are allowed that would potentially endanger members of the public.
2. No activities are allowed which would disturb the quiet use and enjoyment of said parks without authorization.
3. No commercial activities are allowed without authorization.
4. No commercial activities of any nature shall be allowed on any portion or section of the Bartlett Mall unless for specific, non-profit events that benefit the Newburyport community as approved by the Bartlett Mall Commission.
5. No unauthorized vehicular parking is allowed in areas other than parking lots, in accordance with signage in the parking area. No unauthorized vehicles are allowed in areas other than driveways and parking lots.
6. Alcoholic beverages are not allowed without authorization.
7. Horses are not allowed except as authorized.
8. No Dogs shall be allowed on tennis courts, fountains or other restricted park areas.
9. No bicycling, rollerblading, snowboarding, or skateboarding is allowed on park play equipment or site furnishings, including benches, curbs, walls, statuary, handrails, fountains, ponds, tennis courts, playing fields, etc. In some locations, as indicated by signage, bicycling, rollerblading, and skateboarding are not allowed at all.
10. Trash receptacles in parks are intended for the collection of refuse related to park use; the disposal of other items in park trash receptacles is not allowed. There is no dumping of private yard waste.
11. No unauthorized posting of bills, signs, or any other materials is allowed.
12. No fires are allowed except in approved, specified locations.
13. No fireworks are allowed without written permission from the Fire Chief.
14. No firearms are allowed.
15. No unauthorized camping is allowed.
16. No unauthorized change of any sort to the property, vegetation, equipment or structures in the park is allowed, including trimming, pruning, removal or harming of plantings.
17. No unauthorized use of water or electrical receptacles in the park is allowed with the specific exception of drinking fountains.
18. No unauthorized soliciting is allowed.
19. Athletic field lighting shall be turned off by 10:00 p.m.
20. Said authorization may also be denied on any of the following grounds:
 - a. the application for permit (including any required attachments and submissions) is not fully completed and executed;
 - b. the application for permit contains a material falsehood or misrepresentation;
 - c. the applicant is legally incompetent to contract or to sue and be sued;
 - d. the applicant or the person on whose behalf the application for permit was made has on prior occasions damaged park property and has not paid in full for such damage, or has other outstanding and unpaid debts to the relevant commissions;
 - e. a fully executed prior application for permit for the same time and place has been received, and a permit has been or will be granted to a prior applicant authorizing uses or activities which do not reasonably permit multiple occupancy of the particular park or part hereof;
 - f. the use or activity intended by the applicant would conflict with previously planned programs organized and conducted by the park's commission and previously scheduled for the same time and place;
 - g. the proposed use or activity is prohibited by or inconsistent with the classifications and uses of the park;
21. Fines for violation of these rules shall be established by city ordinances.
22. Any application made pursuant to these rules and regulations shall be processed in order of receipt and the authorizing board or commission shall decide whether to grant or deny an application within 30 days unless, by written notice to the applicant, it extends the period an additional 15 days.
23. Denial of an application for a permit shall clearly set forth the grounds upon which the permit was denied and, where feasible, shall contain a proposal by the relevant commission for measures by which the applicant may cure any defects in the application for permit or otherwise procure a permit.

In reference to the foregoing, the board or commission that may authorize activities is as follows:

1. For all city parks not otherwise specified here, the Parks Commission is the authorizing agency. Application for activities should be made to the Parks Commission.
2. For Atkinson Common, the board of commissioners of Atkinson Common is the authorizing agency. Application for activities should be made to the board of commissioners of Atkinson Common.
3. For Market Landing Park and other Waterfront Trust property, the Newburyport Waterfront Trust is the authorizing agency. Application for activities should be made to the Newburyport Waterfront Trust. At times when organized activities are authorized, the permitted person or organization has exclusive right to use the designated area, and others shall not disrupt the activity or intrude on the area.
4. For Bartlett Mall, the board of commissioners of Bartlett Mall is the authorizing agency. Application for activities should be made to the board of commissioners of Bartlett Mall.
5. For Moseley Woods, the board of commissioners of Moseley Woods is the authorizing agency. Application for activities should be made to the board of commissioners of Moseley Woods.

Lisë Reid,
Parks Director
978-465-4462
parks@cityofnewburyport.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2018

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

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

PRODUCER Roman Catholic Archdiocese of Boston 66 Brooks Drive Braintree, MA 02184		CONTACT NAME: PHONE (A/C, No, Ext): 617-746-5742 FAX (A/C, No): 617-779-4572 E-MAIL ADDRESS: ormadmin@rcab.org	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Fides Insurance Group	
		INSURER B: National Catholic Risk Retention Group	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Location 288-000 Immaculate Conception Parish & School 42 Green Street Newburyport MA 01950	
--	--

COVERAGES**CERTIFICATE NUMBER:****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 B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Fides 18-002 \$250,000.00 RRG 10358-21 \$750,000.00	07/01/18	07/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		FM10358-21	07/01/18	07/01/19	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Evidence of Insurance for Immaculate Conception - St. Vincent dePaul walk for Poor on September 29, 2018 or rain date September 30, 2018. Certificate Holder is an additional insured where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Newburyport Massachusetts
60 Pleasant Street
Newburyport, Ma 01950

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

AUTHORIZED REPRESENTATIVE

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 13, 2018

AN ORDER TO RESTRICT PARKING AT DESIGNATED POINTS ALONG FAIR STREET

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

Chapter 13	Traffic and Motor Vehicles
Article 4	Specific Street Schedules
Division 6	Stopping, Standing and Parking
Section 13-168	Parking restricted on certain streets.

Add the following new row to the table of streets or portions of streets upon which no person shall park any vehicle, as follows, with additions *italicized and double-underlined*:

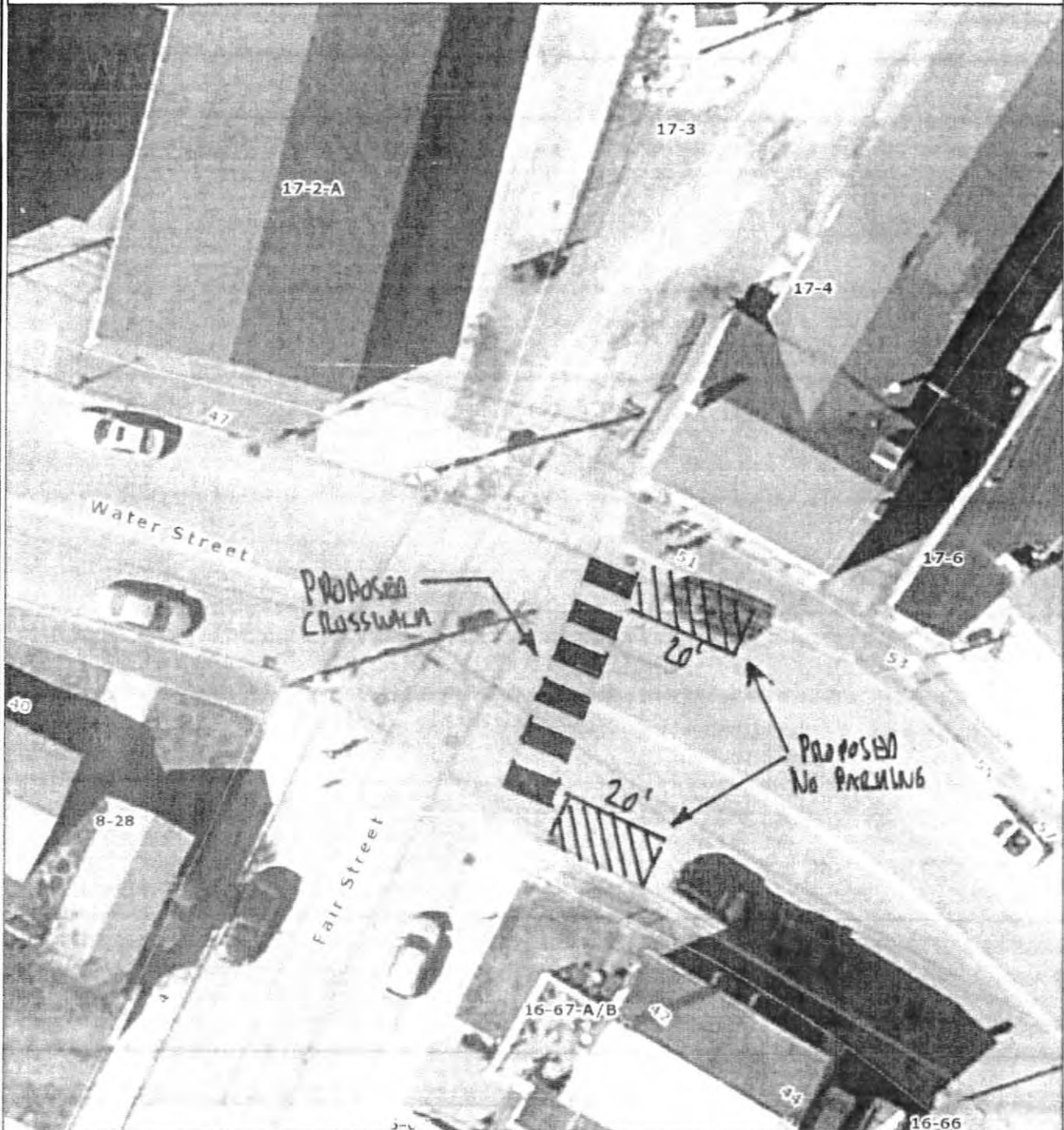
<u>Water Street</u>	<u><i>No parking on the northerly and southerly sides from Fair Street running in an easterly direction for a distance of twenty-six (26) feet, to accommodate a crosswalk six (6) feet in width across Water Street at this location.</i></u>
---------------------	--

 Councillor Jared Eigerman

WATER STREET ~~NEWBURYPORT~~ FAIR STREET - PROPOSED CROSSWALK

Newburyport MIMAP

June 22, 2018



- MVPC Bo
- Trees
 - Immediate Action Needed
 - No Action Needed
 - Unknown
- Parcels
- Hydrographic Features
- Streams
 - Stream
 - - - Intermittent Stream
- Wetlands
 - City
 - City and State
 - State

1" = 23 ft



Horizontal Datum: MA Stateplane Coordinate System, Datum NAD83.
 Meters Data Sources: The data for this map was produced by Merrimack Valley Planning Commission (MVPC) using data provided by the City of Newburyport. Additional data provided by the Executive Office of Environmental Affairs/MassGIS. The information depicted on this map is for planning purposes only. It may not be adequate for legal boundary definition or regulatory interpretation. THE CITY OF NEWBURYPORT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE CITY OF NEWBURYPORT DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION.

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. 201 AUG 15 AM 11:44 Fax.

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

- NAME OF EVENT: Party Like It's 1768 - Central Cong Church's 250th Anniver.
- Date: Sept 15, 2018 Time: from 3:00pm to 7:00pm
- Rain Date: none Time: from _____ to _____
2. Location: Brown Square
3. Description of Property: City Park Public ☒ Private _____
4. Name of Organizer: Amantha Moore City Sponsored Event: Yes _____ No ☒
- Contact Person
- Address: 10 No Atkinson St. Telephone: 978-462-8059
- E-Mail: mooreamantha@gmail.com Cell Phone: -
- Day of Event Contact & Phone: Amantha 978-518-2555
5. Number of Attendees Expected: 300?
6. MA Tax Number: _____
7. Is the Event Being Advertised? yes Where? local papers
8. What Age Group is the Event Targeted to? Families infant → 100
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 6
- 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 children's activities Total # _____
- Name of Carnival Operator: -
- Address: _____
- Telephone: _____
- D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).
- Will you be conducting the clean-up for this event? Yes ☒ No _____

If yes:

- a) How many trash receptacles will you be providing? 8 to be emptied as needed
- b) How many recycling receptacles will you be providing? 8 to be emptied as needed
- 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 ☐ *hpm*
- iv. If no, where will the trash & recycling be disposed? at church's pick-up & dispersed to of men
Compostables will be placed in City Compost Collection Site

If no:

- a) # of trash container(s) to be provided by DPS
- b) # of recycling container(s) to be provided by Recycling Office ~~8~~
- 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:

Toilets will be open + available at
Central Church - 3 on ground level (1 ADA accessible,
2 on 2nd floor (accessible by elevator))
Abundant signage at Brown Square will inform
attendees of toilet facilities

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

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**): _____

*See
attached
map*

THIS IS A ONE LOCATION EVENT THAT REQUIRES
RESERVING PARKING + ONE STREET CLOSURE (TO
ENSURE PEDESTRIAN SAFETY)

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

8. Will Detours for Motor Vehicles Be Required? YES If so, where? TITCOMBST- ACROSS FROM

CENTRAL CHURCH
2-8pm

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.

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

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**): _____

See
attached
map

THIS IS A ONE LOCATION EVENT THAT REQUIRES
RESERVING PARKING + ONE STREET CLOSURE (TO
ENSURE PEDESTRIAN SAFETY)

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

8. Will Detours for Motor Vehicles Be Required? YES If so, where? TITCOMBST- ACROSS FROM
CENTRAL CHURCH
2-8pm

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.

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

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): _____

See
attached
map

THIS IS A ONE LOCATION EVENT THAT REQUIRES
RESERVING PARKING + ONE STREET CLOSURE (TO
ENSURE PEDESTRIAN SAFETY)

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

8. Will Detours for Motor Vehicles Be Required? YES If so, where? TITCOMBST-ACROSS FROM

9. Formation Location & Time for Participants: _____
CENTRAL CHURCH
2-8 pm.

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 [Signature] 8/9/18 _____ 0 Greenleaf St.

DEPUTY DIRECTOR _____ 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: Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply	
	<input type="checkbox"/> Yes: \$_____ due on _____	<input type="checkbox"/> No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
_____	10. Recreation Department: _____	
_____	11. License Commission _____	

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

Limitations

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

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

13-101 Enforcement

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

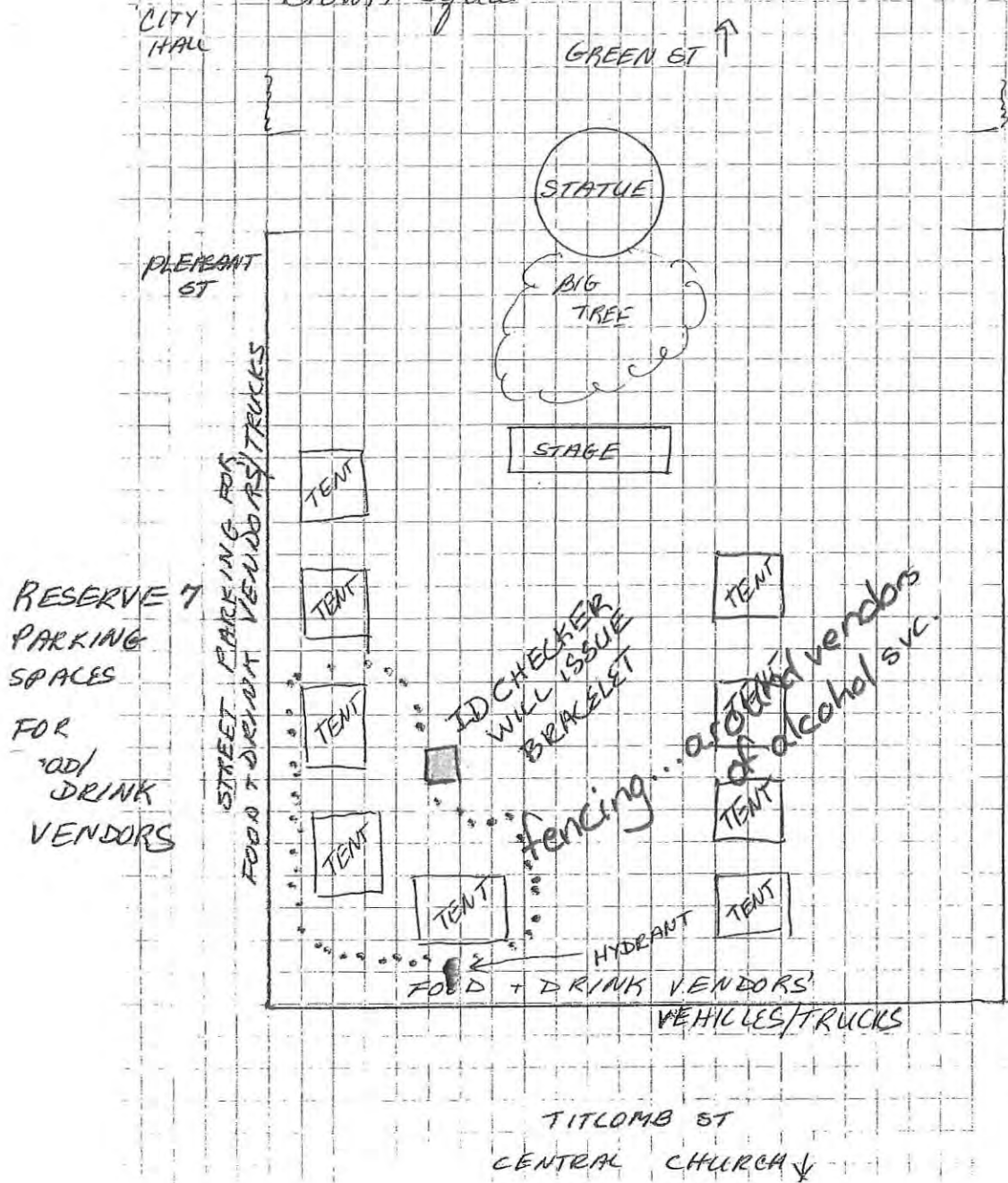
I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.

Signed: _____

Date: _____

June 20, 2018

Map: "Party Like It's 1768"
 Central Church's 250th
 Saturday, Sept. 15, 2018
 Brown Square



STREET CLOSURE REQUESTED

Request for
 Reserved parking + street closure map

addition to the applicant who are responsible for the event, and the plans for policing the event in order to insure compliance with these guidelines, the Newburyport City Ordinances and the State Alcoholic Beverage laws.

- c. The applicant must present the Commission with proof that a liquor liability insurance policy with the minimum amount of one half million (\$500,000.00) dollars naming the City of Newburyport as a **certificate holder**, will be in effect on the date of the event for which the license is requested. To expedite the process, please submit a copy of the insurance certificate (if on file or for a new license) at the hearing.
7. In the event that the licensed event is to take place outdoors, in a public setting, then the applicant will be required to have at least one (1) police officer present during the established hours of the event. Additional police officers may be required depending upon the size of the estimated attendees. ✓

City of Newburyport Code of Ordinance, Chapter 10, Section 8 prohibits anyone from drinking alcoholic beverages in public.

8. Current fees for a one-day all alcohol and wine & malt license is \$100 per event.
9. The License Commission meets on the 1st Wednesday in the Conference Room at the Police Department at 7:00 P.M. There is occasionally an exception so verify the date and location of each meeting on the City of Newburyport website calendar at www.cityofnewburyport.com.

PLEASE NOTE THAT FAILURE TO COMPLY WITH THESE PROCEDURES AND REQUIREMENTS AND ANY AND ALL OF THE PROCEDURES OUTLINED IN MASSACHUSETTS GENERAL LAW CHAPTER 138 CAN RESULT IN THE DELAY/DENIAL OF YOUR REQUEST FOR FUTURE ONE-DAY LIQUOR LICENSES AND/OR OTHER ADDITIONAL PENALTIES.

The Commission at any time may amend the foregoing guidelines by vote of the Commission. Fees may be subject to change.

Adopted by Vote of Commission on September 3, 1997,
Amended by Vote of Commission on October 1, 2009



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/18/2018

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

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

PRODUCER Willis of Ohio, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 E-MAIL ADDRESS: certificates@willis.com	FAX (A/C, NO): 888-467-2378
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED P025800-Central Congregational Church PO Box 372 Newburyport, MA 01950	NAIC# 19437-002	

COVERAGES

CERTIFICATE NUMBER: 26276320

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		011971558 & 048409888	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Please contact your Insurance Board Agent, Jim Stewart at (413) 788-4531, for questions regarding your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8830.

Re: 250th Anniversary Celebration for Central Congregational Church - One day event on 9/15/18 from 3pm tp 7pm on Brown Square.

City of Newburyport is an Additional Insured with respects to General Liability as required by

CERTIFICATE HOLDER

CANCELLATION

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

Coll:5211711 Tpl:2214863 Cert:26276320 © 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 72093

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
Willis of Ohio, Inc.		P025800-Central Congregational Church	
POLICY NUMBER		PO Box 372	
011971558 & 048409888		Newburyport, MA 01950	
CARRIER	NAIC CODE	EFFECTIVE DATE: 01/01/2018	
Lexington Insurance Company	19437-002		
ADDITIONAL REMARKS			

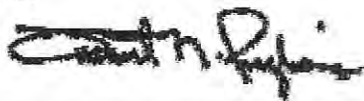
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE
 written contract.

This endorsement, effective: 1/1/2018
Forms a part of Policy No.: 011971558 & 048409888
Issued to: The United Church Purchasing Group of Colorado
By: Lexington Insurance Company

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT

- A. **Section II – Who is an Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage".
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. This insurance provides coverage with regard to COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I – coverages only.)
 2. The person or organization is only an additional insured with respect to liability arising out of "your work", "your product", or your operations.
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work", "your product", or your operations included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
 5. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis, unless the written contract or written agreement with additional insured specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the additional insured.
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our options, result in the claim or "suit" be denied.

All other terms and conditions of the policy remain the same.



Authorized Representative

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

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

Date: August 27, 2018

THAT pursuant to the CITY OF NEWBURYPORT Code of Ordinances Section 13-180.1 and Section 13-166 the CITY COUNCIL of the CITY OF NEWBURYPORT hereby amends and approves as follows:

Chapter 13	Traffic and Motor Vehicles
Article 4	Specific Street Schedules
Division 6	Stopping, Standing and Parking
Section 13-180.1	Paid parking permits

Amend existing Sections (a) and (e) as follows, with deletions ~~double-stricken-through~~, and additions double-underlined:

(a) Definitions. As used in this section:

- (1) Hales Court Lot
- (2) Waterfront Trust Lot, Hales Court Lot until April 30, 2019

(e) Use of parking permits.

- (3) Hales Court lot until April 30, 2019

Councillor Sharif Zeid

September 10, 2018
Committee Items-Public Utilities

APPT044_05_29_18 appointment of Roger E Jones to W/S Commission through 5/1/23.

ORDR055_08_13_18 Grant of Easement, Mass Electric Company



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 MAY 16 AM 11:29

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 16, 2018
Subject: Re-Appointment

A handwritten signature in cursive script, reading "Donna D. Holaday", is written over the "From:" and "Date:" lines of the letterhead.

I hereby re-appoint, subject to your approval, the following named individual as a member of the Water/Sewer Commission. This term will expire May 1, 2023.

Roger E. Jones
37 Storeybrooke Drive
Newburyport, MA 01950

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 13, 2018

THAT CITY COUNCIL OF THE CITY OF NEWBURYPORT approves the following GRANT OF EASEMENT to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, etc. lines to consist of, but not limited to, one (1) pole as further described in the attached 'GRANT OF EASEMENT' labeled 'A'.

The parcel of land is situated on the southerly side of New Pasture Road described in Essex South District Registry of Deeds in Plan Book 456, Plan 40.

Councillor Sharif I. Zeid
Public Utilities Chairperson

W A h

GRANT OF EASEMENT

CITY OF NEWBURYPORT, a Massachusetts municipal corporation having a usual place of business at 16C Perry Way, Newburyport, Massachusetts 01950 (hereinafter referred to as the Grantor), for consideration of One (\$1.00) dollar, grants to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of, but not limited to, one (1) pole, (which may be erected at different times) with wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") and "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Newburyport, Essex South County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and for the furnishing of electric service to the herein described premises and others, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

Said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are located in, through, under, over, across and upon a certain parcel of land situated on the southerly side of New Pasture Road, being more particularly shown as Parcel A on a Plan of Land recorded with the Essex South District Registry of Deeds in Plan Book 456, Plan 40.

WR # 25075791

Address of Grantees:
Mass El. - 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:
Christina A Klein
National Grid USA
Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451

05 NBPTMA GEN

Property Address: 1 New Pasture Rd., Newburyport, MA 01950 (Essex South County)

Said "OVERHEAD SYSTEM" is to originate from Pole 1, which is located on the northerly side of New Pasture Road, then proceed in a southeasterly direction from said Pole over, upon and across land of the Grantor to new Pole 1-1.

And further, said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) are approximately shown on a sketch entitled: "ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT; nationalgrid; Owner(s): City of Newburyport; Newburyport, Ma. 01905; Address: 1 New Pasture Road Newburyport, Ma. 01905; Date: Jan. 17 2018; Drawn By: J. Butler; Sketch to Accompany Easement for: Install private property pole and primary to serve new underground primary and padmount transformer," a reduced copy of said sketch is attached hereto as "Exhibit A", copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the Overhead System and Underground System may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's land an "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

It is agreed that the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2018, before me, the undersigned
Notary Public, personally appeared _____,
_____, _____,
_____, _____, proved to me through
satisfactory evidence of identity, which was/were

Description of Evidence of Identity

to be the persons whose names are signed on the preceding Grant of Easement, and
acknowledged to me that they signed it voluntarily for its stated purpose(s), as

for CITY OF NEWBURYPORT.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

For Grantor's title, see Order of Taking dated October 11, 2016, recorded with the Essex South District Registry of Deeds in Book 35391, Page 391.

IN WITNESS WHEREOF, CITY OF NEWBURYPORT has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by _____, its _____, _____, its _____, its _____, its _____, its _____, being thereto duly authorized this _____ day of _____, 2018

CITY OF NEWBURYPORT

By:
Its:

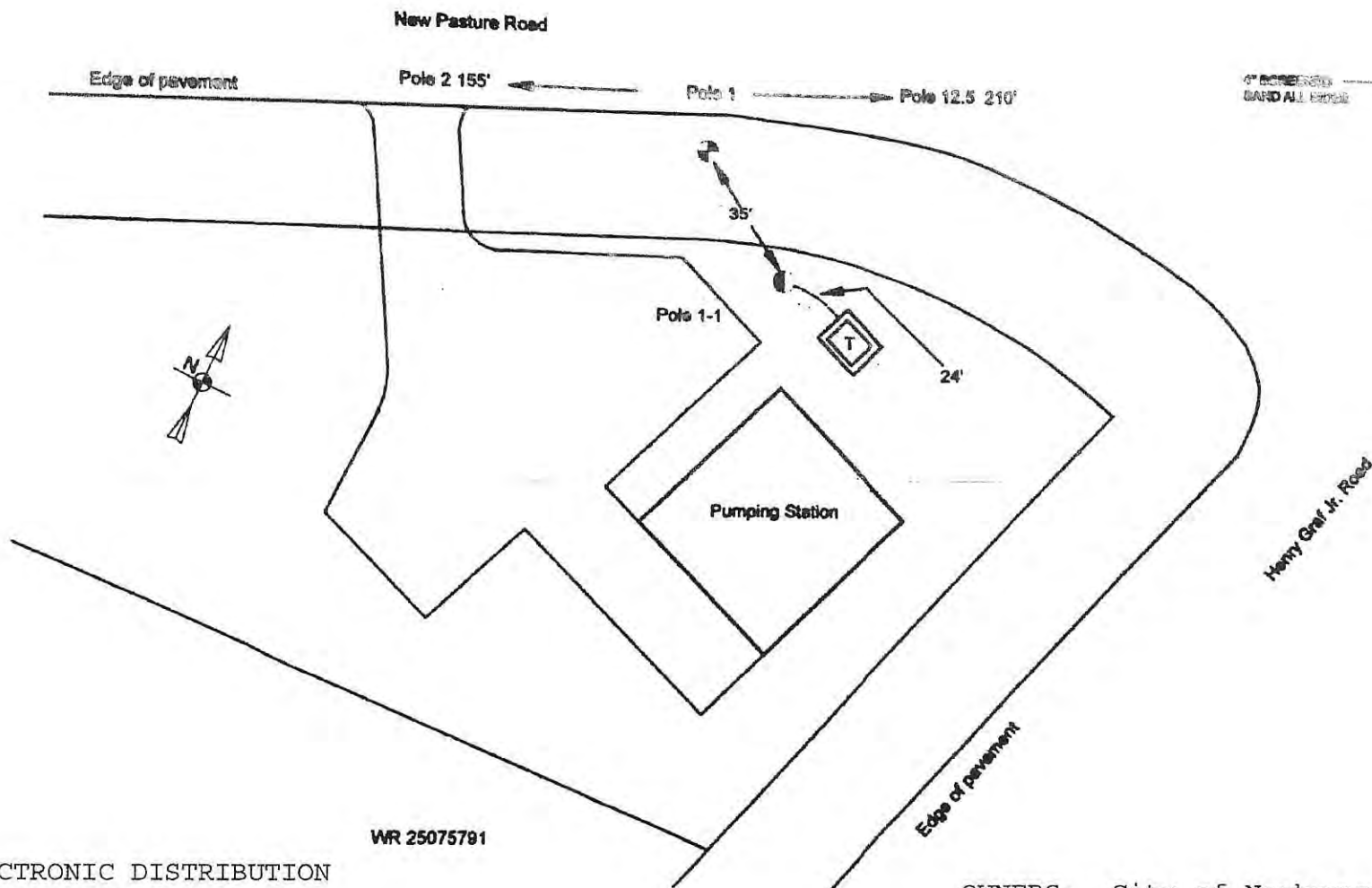
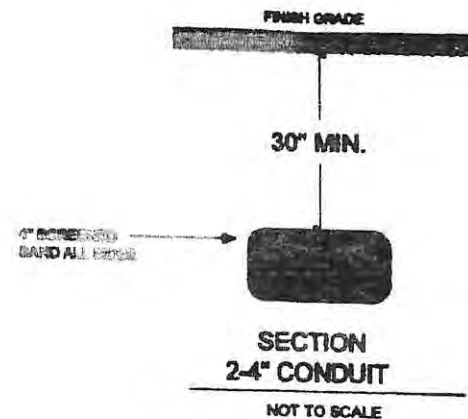
By:
Its:

By:
Its:

By:
Its:

By:
Its:

Exhibit A



ELECTRONIC DISTRIBUTION
CONSTRUCTION EASEMENT
NATIONAL GRID

WR 25075791

OWNERS: City of Newburyport;
Newburyport, MA 01950

11x17 Supplemental Sheet	
nationalgrid	
Work Request WR 25075791	Drawn By: J. B. B. Date: Jan. 11, 2001
Enter Job Description Install private property pole and primary to underground primary and padmount transformer	
LEGEND	
	Existing JO Pole
	New JO pole
	Pole Anchor
	2-4" Conduit
	Transformer pad with symbol
NOTE: Not to Scale	