

CITY COUNCIL MEETING AGENDA - VERSION 1
CITY COUNCIL CHAMBERS
JUNE 25, 2018

7:15PM

Pole Hearing – Malcolm Hoyt Drive

7:30PM

(Sound Check)

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

CONSENT AGENDA

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

7. APPROVAL OF MINUTES

June 11, 2018

(Approve)

8. COMMUNICATIONS

- **COMM053_06_25_18** Block Party – Temple Street - 8/2/2018 (PS)
- **COMM054_06_25_18** Block Party – Dove Street - 8/4/2018 (PS)
- **COMM055_06_25_18** A-Frame – Sweethaven Gallery (L&P)
- **COMM056_06_25_18** A-Frame – Salt & Grove (L&P)
- **COMM057_06_25_18** Ltr from Robert D. Morrill re: 2019 Funding and Annual Meeting (R&F)
- **COMM058_06_25_18** Ltr re: Parks Department Operations in Atkinson Common (N&CS)

9. APPOINTMENTS

- **NONE**

END OF CONSENT AGENDA
REGULAR AGENDA

10. MAYOR'S UPDATE

11. TRANSFERS

- **TRAN021EP_06_25_18** Emergency Preamble for Nock/Molin Tech Fund \$111,140, Bresnahan Tech Fund \$85,360 to Tech Upgrades \$196,500
- **TRAN021_06_25_18** Nock/Molin Tech Fund \$111,140, Bresnahan Tech Fund \$85,360 to Tech Upgrades \$196,500
- **TRAN022EP_06_25_18** Emergency Preamble for School Expenses \$20,000 to School Lunch \$20,000
- **TRAN022_06_25_18** School Expenses \$20,000 to School Lunch \$20,000

12. APPOINTMENTS

Second Reading - NONE

13. ORDERS

- **ORDR044_6_25_18** Cancellation of 8/27/2018 City Council Meeting
- **ORDR045_6_25_18** BPB Construction, Inc. - Licensed Contractor
- **ORDR046_6_25_18** Preservation Restriction Agreement - 496 Merrimac Street

14. ORDINANCES

- **NONE**

15. COMMITTEE ITEMS

Budget & Finance

In Committee:

- **ORDR007_01_29_18** 41C Amendment
- **ORDR022_04_09_18** Local Retail Sales Tax on Marijuana
- **ORDR038_05_29_18** G. Mello - Collection and Hauling Contract (5-Year)
- **ORDR040_05_29_18** Wheelabrator Contract
- **TRAN012_05_29_18** Wtr Ret Earn \$1,065,000.00, Swr Ret Earn \$557,975.00 to Multiple Accts \$1,622,975.00
- **TRAN015_06_11_18** Solid Waste Fee \$35K to Resiliency Plan Technical Assistance \$15K, Household Hazardous Waste \$20K
- **TRAN016_06_11_18** SEW Biosolids Disp \$90K to SEW Plant Chem \$90K
- **TRAN017_06_11_18** DPW Gas \$15K to DPS Highway - Fuel & Oil \$15K
- **TRAN018_06_11_18** Health Insurance \$85K to Fire Overtime \$85K
- **TRAN019_06_11_18** POL Maint - Vehicles \$6K, POL Fuel/Oil Vehicles \$18.5K, POL Ammunition \$4,081 to POL Vehicle Purchase/Lease \$28,581
- **TRAN020_06_11_18** Free Cash \$20,563 to Fire HVAC Replace \$20,563
- **ORDR041_06_11_18** Band Uniforms Gift Acceptance \$9,000

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

Neighborhoods and City Services

In Committee:

- **ORDR048_06_13_16** Sidewalk Order

- **COMM111_10_10_17** Petition for Road Repairs and Repaving – Squires Glen
- **ODNC020_05_14_18** Amendment to Chapter 11, Parks & Recreation

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

Public Safety

In Committee:

- **COMM020_03_12_18** Newburyport Half Marathon - 10/21/2018
- **ODNC009_02_12_18** Floating Homes, Houseboats, and Related Marinas
- **ODNC012_03_26_18** Amendment to Chapter 13, Section 13-26
- **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
- **COMM049_06_11_18** Block Party - Congress Street - 8/4/2018
- **COMM050_06_11_18** Fill-The-Boot Drive for MDA - 8/2-8/4
- **COMM051_06_11_18** High Street Mile - 8/5/2018
- **COMM052_06_11_18** Coast to the Cure Bike Ride - 9/8/2018
- **ORDR042_06_11_18** Parking Lot Hours - Hales Court Lot
- **ORDR043_06_11_18** Paid Parking Permits

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

Rules Committee

In Committee:

16. GOOD OF THE ORDER

17. ADJOURNMENT

POLE HEARING

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

Questions contact John Butler 978 725 1415

2018 JUN -7 PM 1:14

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the City council
Of Newburyport Massachusetts

NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Malcom Hoyt Drive -National Grid is petitioning for the installation of pole 30-50 to locate reliability equipment.
Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Malcom Hoyt Drive -Newburyport Massachusetts

26264978 May 31, 2018

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NATIONAL GRID
BY David Johnson
Engineering Department

VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way

City

Questions contact – John Butler 978 725 1415

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council of Newburyport Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 31st day of May 2018.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Malcom Hoyt Drive-Newburyport Massachusetts **26264978** Dated May 31, 2018. Filed with this order

There may be attached to said poles by NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Malcom Hoyt Drive -National Grid is petitioning for the installation of pole 30-50 to locate reliability equipment.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
Of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 ..

Massachusetts City/Town Clerk.
20 ..

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
At _____ a public hearing was held on the petition of
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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.....
.....

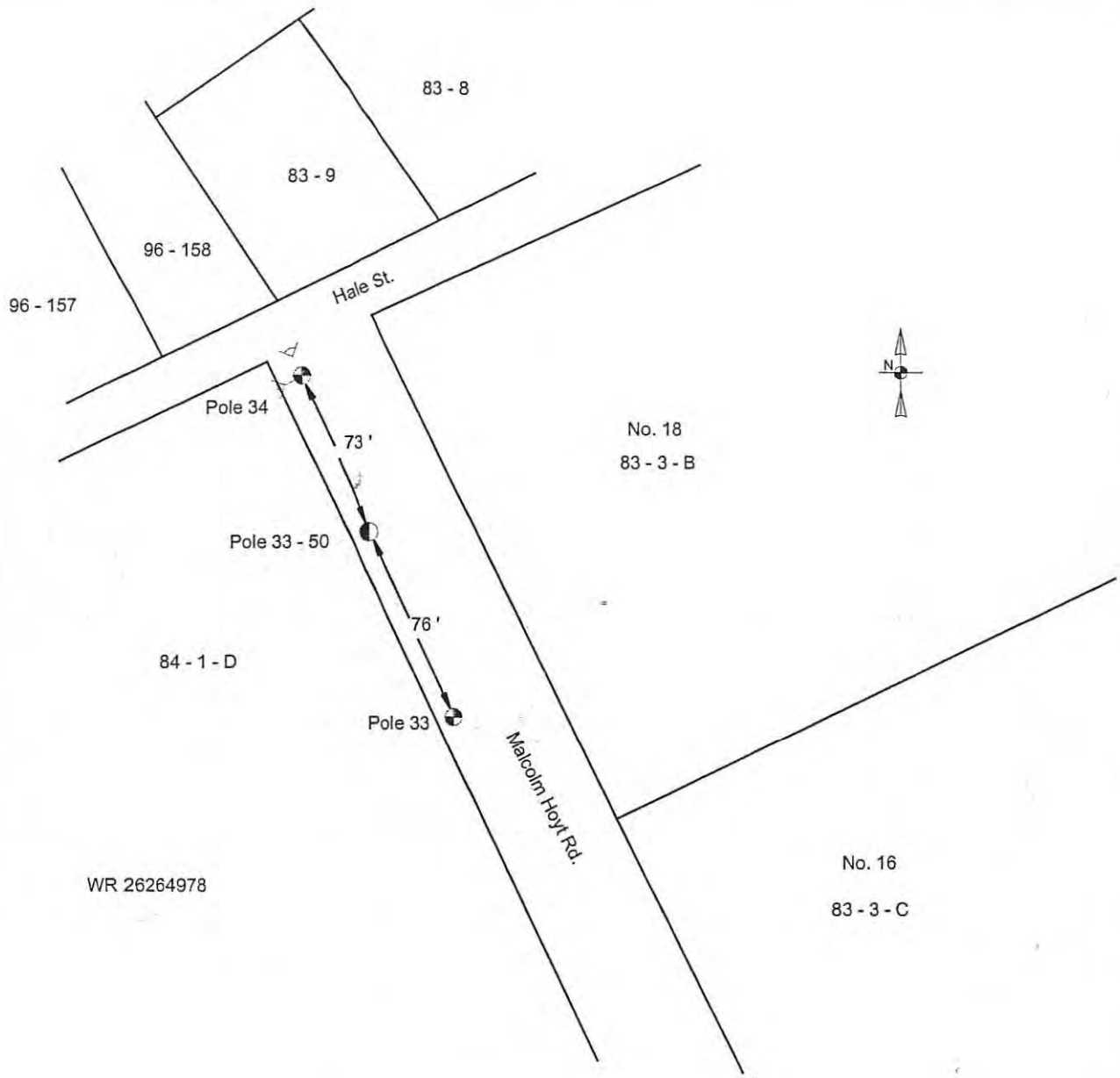
Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the _____ of the City of Massachusetts, on the _____ day of 20 and recorded with the records of location orders of the said City, Book _____, and Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

City/Town Clerk



JOINT OWNED POLE PETITION	
Existing J.O. Pole Locations	
Existing J.O. Anchor Locations	
Proposed J.O. Pole Locations	
Petition for the installation of pole 30-50 to locate reliability equipment.	

DISTANCES ARE APPROXIMATE

nationalgrid And Verizon New England, Inc.	
Date: May 29, 2018	
Work Request Number: 26264978	
To Accompany Petition Dated: May 29, 2018	
To The: City	Of Newburyport
For Proposed: Pole: 33 -50	Location: Malcolm Hoyt Dr,



CITY OF NEWBURYPORT

MASSACHUSETTS

CITY CLERK'S OFFICE

NEWBURYPORT CITY HALL

60 PLEASANT STREET • P.O. BOX 550

NEWBURYPORT, MA 01950

TEL: 978-465-4407 • FAX: 978-462-7936

RICHARD B. JONES

CITY CLERK

June 13, 2018

Dear Property Owner:

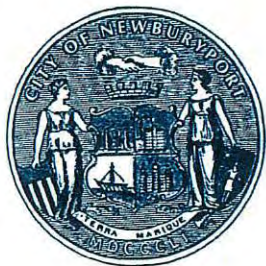
Notice is hereby given that a public hearing will be held on the petition of National Grid and Verizon New England Inc., for the installation of pole 30-50 to locate reliability equipment on Malcolm Hoyt Drive.

Location approximately as shown on the plan attached.

Said hearing will be held on Monday, June 25, 2018 at 7:15 pm, in the City Council Chamber, City Hall, Newburyport, MA. At that time, all interested parties will have an opportunity to be heard.

Sincerely,

Tricia E. Barker
Assistant City Clerk



CITY OF NEWBURYPORT

OFFICE OF THE
ASSESSOR

JILL BRENNAN
CITY ASSESSOR

NEWBURYPORT CITY HALL

60 PLEASANT STREET

NEWBURYPORT, MA 01950

TEL: 978-465-4403

FAX: 978-462-8495

WWW.CITYOFNEWBURYPORT.COM

June 13, 2018

TO: Richard Jones, City Clerk

FROM: Board of Assessors

**RE: Malcolm Hoyt Drive – installation of pole 30-50 to
locate reliability equipment.**

**The attached are the abutters to the above described
location:**

Jill Brennan

83/ 3/B / /
POLYCHRONOPOULOS LLC
16 MALCOLM HOYT RD
NEWBURYPORT, MA 01950

83/ 9/ / /
BERNIER DEBRA E.
26 HALE ST
NEWBURYPORT, MA 01950

84/ 1/D / /
PESSINA CRAIG TRS
PATRICK REDDY TRS
24 MARKET SQUARE
NEWBURYPORT, MA 01950

96/ 158/ / /
BONURA S J SQUIRES GLEN CORP
TRS NBPT REALTY TRUST
63 ATLANTIC AVE
BOSTON, MA 02110

CONSENT AGENDA

CITY COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS
JUNE 11, 2018

7:30PM

The City Council President, Barry Connell, called the meeting to order at 7:30pm, followed by the Pledge of Allegiance and a moment of silence for Robert Welch. The City Council President then instructed the City Clerk to call the roll. The following Councillors answered present: Earls, Eigerman, Giunta, Khan, OBrien, Shand, Tontar, Vogel, Zeid, Connell. 10 present, Devlin 9:32pm.

(Sound Check)

- 1. MOMENT OF SILENCE**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. LATE FILE ITEMS**

5. ORDR039_05_29_18 Resolution Recognizing NHS 2018 Valedictorian and Salutatorian (**TABLED**)
Motion to remove from table by Councillor Zeid, seconded by Councillor OBrien. So voted. Motion to approve by Councillor Zeid, seconded by Councillor OBrien. So voted. Councillor Zeid congratulated the valedictorian, Margaret Cote, and salutatorian, Molly Laliberty.

6. PUBLIC COMMENT

1. David Chatfield	67 Federal St	Resiliency Plan
2. Peter Fitzsimmons	7 Arlington St	Marijuana Retail
3. Alex Kelly	194 Low St	Marijuana Zoning
4. Connie Preston	18 Atwood St	Parks Budget
5. Joel Miller	Comm Ave, Boston	Marijuana Cultivation
6. Melissa Chaput	316 Pembroke	Marijuana Cultivation
7. Paul Dahn	343 High St	Marijuana Cultivation
8. Heather Affolter	39 Virginia Ln	Marijuana Cultivation
9. Robin Grant	202 Low St	Marijuana Cultivation
10. Derek Lively	475 Merrimac St	Marijuana Cultivation

7. MAYOR'S COMMENT

The mayor gave an update pursuant to her written communication.

CONSENT AGENDA

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8. APPROVAL OF MINUTES

May 29, 2018

(Approve)

9. TRANSFERS

- **TRAN015_06_11_18** Solid Waste Fee \$35K to Resiliency Plan Technical Assistance \$15K, Household Hazardous Waste \$20K (B&F)
- **TRAN016_06_11_18** SEW Biosolids Disp \$90K to SEW Plant Chem \$90K (B&F)
- **TRAN017_06_11_18** DPW Gas \$15K to DPS Highway - Fuel & Oil \$15K (B&F)
- **TRAN018_06_11_18** Health Insurance \$85K to Fire Overtime \$85K (B&F)
- **TRAN019_06_11_18** POL Maint - Vehicles \$6K, POL Fuel/Oil Vehicles \$18.5K, POL Ammunition \$4,081 to POL Vehicle Purchase/Lease \$28,581 (B&F)

- **TRAN020_06_11_18** Free Cash \$20,563 to Fire HVAC Replace \$20,563 (B&F)

10. COMMUNICATIONS

- **COMM048_06_11_18** Ltr re: Marijuana Retailers Ballot Question (GG)
- **COMM049_06_11_18** Block Party - Congress Street - 8/4/2018 (PS)
- **COMM050_06_11_18** Fill-The-Boot Drive for MDA - 8/2-8/4 (PS)
- **COMM051_06_11_18** High Street Mile - 8/5/2018 (PS)
- **COMM052_06_11_18** Coast to the Cure Bike Ride - 9/8/2018 (PS)

**END OF CONSENT AGENDA
REGULAR AGENDA**

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

11. MAYOR’S UPDATE

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

12. APPOINTMENTS

Second Reading

- **APPT040_05_29_18** Christopher J. LeClaire 37 Marshview Cir, Seabrk Fire Chief 6/1/2023
- **APPT041_05_29_18** Thomas F. OBrien 11 Moseley Ave Housing Authority 8/1/2023
- **APPT042_05_29_18** Ahmer Ibrahim 85 Prospect St Human Rights Comm 6/1/2021

Motion to approve second reading appointments collectively by Councillor Zeid, seconded by Councillor Tontar. Roll call vote, 8 yes, 2 recused (Khan, OBrien), 1 absent (Devlin). Motion passed.

First Reading

- **APPT045_06_11_18** David St. Cyr 25 Tyng St NRA 11/1/2022
- **APPT046_06_11_18** Robert Uhlig 10 Ocean St NRA 4/10/2022

Councillor Zeid removed from Consent Agenda. Motion to approve by Councillor Vogel, seconded by Councillor Tontar. Roll call vote, 4 yes, 6 no (Eigerman, Giunta, Khan, OBrien, Shand, Zeid), 1 absent (Devlin). Motion to receive and file by Councillor Zeid, seconded by Councillor Khan. Roll call vote, 8 yes, 2 no (Vogel, Connell), 1 absent (Devlin). Motion passed.

13. ORDERS

- **ORDR041_06_11_18** Band Uniforms Gift Acceptance \$9,000
Motion to refer to Budget & Finance by Councillor Tontar, seconded by Councillor Giunta. So voted.
- **ORDR042_06_11_18** Parking Lot Hours - Hales Court Lot
Motion to refer to Public Safety by Councillor Eigerman, seconded by Councillor Earls. So voted.
- **ORDR043_06_11_18** Paid Parking Permits
Motion to refer to Public Safety by Councillor Eigerman, seconded by Councillor Earls. So voted.

RECESS

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

14. ORDINANCES

- **ODNC013_04_30_18** Establishment of Departmental Revolving Funds (**2nd Reading**)
Motion to approve second reading by Councillor Tontar, seconded by Councillor Zeid. Roll call vote, 10 yes, 1 absent (Devlin). Motion passed.
- **ODNC015_04_30_18** Marijuana Zoning – Cultivation (**2nd Reading**)

Motion to approve second reading by Councillor Zeid, seconded by Councillor Vogel. Roll call vote, 10 yes, 1 absent (Devlin). Motion passed.

- **ODNC021_05_14_18** Temporary Moratorium on Recreational Marijuana Establishments (**2nd Reading**)
Motion to approve second reading by Councillor Eigerman, seconded by Councillor Khan. Roll call vote, 8 yes, 2 no (Earls, Vogel), 1 absent (Devlin). Motion passed.
- **ODNC024_06_11_18** Zoning Amendment - Marijuana Retail Sales Locations
Motion to refer to Planning & Development by Councillor Vogel, seconded by Councillor Earls. So voted.

15. COMMITTEE ITEMS

Education

In Committee:

Councillor Giunta gave an update about projectors at the high school, the school-wide tech plan, and prevention programs.

-

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

License & Permits

In Committee:

- **COMM029_04_30_18** Outdoor Seating - West Row Café
- **ODNC023_05_29_18** LATE FILE Amendment to Waterways Fee

Neighborhoods and City Services

In Committee:

- **ODNC001_01_11_16** Amend Ch11 Parks and Recreation (**COTW**)
Motion to remove from Neighborhood & City Services by Councillor OBrien, seconded by Councillor Zeid. So voted. Motion to receive and file by Councillor OBrien, seconded by Councillor Tontar. So voted.
- **ORDR048_06_13_16** Sidewalk Order
- **COMM111_10_10_17** Petition for Road Repairs and Repaving – Squires Glen
- **COMM028_04_09_18** Essex Coastal Scenic Byway Visitor Center Kiosk
Motion to remove from Neighborhood & City Services by Councillor OBrien, seconded by Councillor Tontar. So voted. Motion to approve by Councillor OBrien, seconded by Councillor Tontar. So voted.
- **ODNC020_05_14_18** Amendment to Chapter 11, Parks & Recreation

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
- **APPT043_05_29_18** Rishi (Surajit) Nandi 14 Spring St Planning Board 8/31/2021
Motion to remove from Planning & Development by Councillor Eigerman, seconded by Councillor OBrien. So voted. Motion to approve by Councillor Eigerman, seconded by Councillor OBrien. Roll call vote, 10 yes, 1 absent (Devlin). Motion passed.

Public Safety

In Committee:

- **COMM020_03_12_18** Newburyport Half Marathon - 10/21/2018
- **ODNC009_02_12_18** Floating Homes, Houseboats, and Related Marinas
- **ODNC012_03_26_18** Amendment to Chapter 13, Section 13-26
- **ORDR023_04_09_18** Additions to 2-Hour Parking Zones
Motion to remove from Public Safety by Councillor Giunta, seconded by Councillor Zeid. So voted. Motion to approve as amended (remove Section L (“Market Street, from Merrimac Street to Washington Street”) and Section M (“Court Street”)) by Councillor Giunta, seconded by Councillor Zeid. So voted.
- **ORDR031_04_30_18** No Parking Titcomb from Pleasant to Merrimac
- **ORDR032_04_30_18** No Parking Merrimac St from Titcomb St Running Westerly
- **COMM041_05_14_18** Lions Club Bed Race - 8/2/2018
Motion to remove from Public Safety by Councillor Giunta, seconded by Councillor OBrien. So voted. Motion to approve by Councillor Giunta, seconded by Councillor Zeid. So voted.
- **COMM043_05_14_18** Greek Food Festival - July 27-29, 2018
Motion to remove from Public Safety by Councillor Giunta, seconded by Councillor Zeid. (Comm vote 3-0). So voted. Motion to approve by Councillor Giunta, seconded by Councillor Zeid. So voted.
- **COMM045_05_29_18** Block Party - Tyng Street - 6/22/18
Motion to remove from Public Safety by Councillor Giunta, seconded by Councillor Khan. (Comm vote 3-0). So voted. Motion to approve by Councillor Giunta, seconded by Councillor Khan. So voted.
- **COMM046_05_29_18** Block Party - Chestnut Street - 6/23/18
Motion to remove from Public Safety by Councillor Giunta, seconded by Councillor Tontar. (Comm vote 3-0). So voted. Motion to approve by Councillor Giunta, seconded by Councillor Zeid. So voted.
- **COMM047_05_29_18** Jeanne Geiger 27th Annual Walk Against Violence - 10/7/18

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

Rules Committee

In Committee:

RECESS

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

Budget & Finance

In Committee:

- **ORDR007_01_29_18** 41C Amendment
- **ORDR022_04_09_18** Local Retail Sales Tax on Marijuana

- **TRAN011_05_14_18** Transfers - Capital and Reserve Fund \$1,879,054.50 (**COTW**)
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. (Comm vote 2-1 Nock/Molin Parking Lot; 3-0 all other items). So voted. Motion to approve by Councillor Tontar, seconded by Councillor Vogel. Motion to amend, to remove the \$480K transfer to the Nock/Molin Parking Lot Repaving & Lighting Improvements account, by Councillor Zeid, seconded by Councillor Tontar. Roll call vote, 6 yes, 4 no (Eigerman, Tontar, Vogel, Connell), 1 absent (Devlin). Motion passed. Motion to approve as amended by Councillor Tontar, seconded by Councillor Vogel. Roll call vote, 10 yes, 1 absent (Devlin). Motion passed. Motion to approve Nock/Molin Lot by Councillor Tontar, seconded by Councillor Vogel. Roll call vote, 8 yes, 2 no (Earls, Zeid), 1 absent (Devlin). Motion passed.
- **ORDR034_05_14_18** Roof Replacement Projects Loan
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Khan. So voted. Motion to approve by Councillor Tontar, seconded by Councillor Khan. Roll call vote, 9 yes, 2 no (Zeid, Devlin). Motion passed.
- **COMM044_05_14_18** Mayor's Budget Presentation
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. Motion to receive and file by Councillor Tontar, seconded by Councillor Zeid. So voted.
- **TRAN012_05_29_18** Wtr Ret Earn \$1,065,000.00, Swr Ret Earn \$557,975.00 to Multiple Accts \$1,622,975.00
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. Motion to approve as amended by removing \$100K transfer from Water Retained Earnings to 60-32801 Budget Reserve and \$375K from Sewer Retained Earnings to 61-32801 Budget Reserve and approving all remaining items by Councillor Tontar, seconded by Councillor Khan. So voted.
- **TRAN013_05_29_18** Hrbrmstr Ret Earn \$4,494.32 to HBR Debt Service \$4,494.32
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. Motion to approve by Councillor Tontar, seconded by Councillor Khan. So voted.
- **TRAN014_05_29_18** NYS Rec Revolving Fund \$15,000.00 to YTH Brown School Exp \$15,000.00
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted. Motion to approve by Councillor Tontar, seconded by Councillor Khan. So voted.
- **ORDR038_05_29_18** G. Mello - Collection and Hauling Contract (5-Year)
- **ORDR040_05_29_18** Wheelabrator Contract
- **ORDR035_05_14_18** Budget Order FY2019
Motion to remove from Budget & Finance by Councillor Tontar, seconded by Councillor Shand. So voted. Motion to cut Mayor's Office Miscellaneous Expense (57801) by \$2,000 by Councillor Zeid, seconded by Councillor Eigerman. Roll call vote, 8 yes, 2 no (Tontar, Vogel), 1 absent (Devlin). Motion passed. Motion to cut General Administration Training/Travel (53004) by \$3,000 by Councillor Zeid, seconded by Councillor OBrien. Roll call vote, 3 yes (Eigerman, Giunta, Zeid), 7 no, 1 absent (Devlin). Motion failed. Motion to cut Parking Consulting Services (53005) by \$5,000 by Councillor Zeid, seconded by Councillor OBrien. Roll call vote, 6 yes, 4 no (Eigerman, Tontar, Vogel, Connell), 1 absent (Devlin). Motion passed. Motion to cut Health Department Project Assistance (51166) by \$6,640 by Councillor Zeid, seconded by Councillor OBrien. Roll call vote, 3 yes (OBrien, Zeid, Devlin), 8 no. Motion failed. Motion to cut Animal Control Overtime by \$1,000 by Councillor Zeid, seconded by Councillor OBrien. So voted (1 no, Vogel). Motion to cut Parks Maintenance (52420) by \$8,500 by Councillor Zeid, seconded by Councillor Devlin. Motion failed. Motion to cut HR Part-Time Assistant (51166) by \$7,760 by Councillor Zeid, seconded by Councillor Eigerman. Roll call vote, 4 yes (Eigerman, OBrien, Zeid, Devlin), 7 no. Motion failed. Motion to approve as amended by Councillor Tontar, seconded by Councillor Vogel. Roll call vote 9 yes, 2 no (Zeid, Devlin). Motion passed.

16. GOOD OF THE ORDER

Council President Connell thanked Paul O'Brien, Ethan Manning, and the Councillors for their work throughout the budget process.

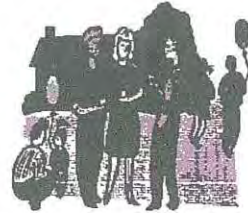
17. ADJOURNMENT

Motion to adjourn by Councillor Zeid, seconded by Councillor Khan. So voted. 10:33pm.

COMMUNICATIONS

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 JUN 13 AM 10:22



CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

BLOCK PARTY APPLICATION

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

DATE OF REQUEST: 6/12/18
Susan Crawford, Marie Roy

CONTACT INFORMATION

FIRST AND LAST NAME: Ghlee Woodworth
MAILING ADDRESS: 52 Temple St
PHONE NUMBER: 978 376 1093 / 978 402-2010
E-MAIL ADDRESS: pcbahati@yahoo.com

BLOCK PARTY INFORMATION

BLOCK PARTY DATE: Aug 2 2018
DESIRED STREET CLOSING LOCATION: Temple St. from Federal to Fair Streets
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: Temple St
DESIRED STREET CLOSING TIME: 6 to 9 pm
Block Parties should run no later than 10:00 p.m.

Bed Race - Federal St. closed for at least 1 hour

REGULATIONS

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

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

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

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

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

Applicant Signature *Julia Woodworth* Date 6/10/2018

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHALL

4 Green Street

FIRE CHIEF

Greenleaf Street

DEPUTY DIRECTOR

1 Perry Way

CITY CLERK

60 Pleasant St.

[Handwritten signatures for City Marshal, Fire Chief, Deputy Director, and City Clerk]

City use only:

Approved _____ -Denied _____ Date _____



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 JUN -8 AM 10:42

CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

BLOCK PARTY APPLICATION

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

DATE OF REQUEST: June 4, 2018

CONTACT INFORMATION

FIRST AND LAST NAMES: Milissa Duncan

MAILING ADDRESS: 14 Dove St. Newburyport, MA

PHONE NUMBER: 978-499-9736

E-MAIL ADDRESS: djdener@msn.com

BLOCK PARTY INFORMATION

BLOCK PARTY DATE: Sat. August 4, 2018

DESIRED STREET CLOSING LOCATION: Dove St from Monroest to Merrimacst
Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: Dove St.

DESIRED STREET CLOSING TIME: 5pm - 10pm
Block Parties should run no later than 10:00 p.m.

REGULATIONS

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

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

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

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

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

Applicant signature: Melissa Duncan Date: June 4, 2018

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHALL
4 Green Street

FIRE CHIEF
Greenleaf Street

DEPUTY DIRECTOR
1 Perry Way

CITY CLERK
60 Pleasant Street

RLK
Dep SHB 6/5/18
[Signature]
[Signature]

City use only:

Approved _____ Denied _____ Date _____

#60

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY

2018 JUN 13 AM 11:40

Application Fee \$100.00

Date: 6/13/18

FOR CITY CLERK'S OFFICE ONLY

Date Recorded 6/13/18
Amount Paid 100.00

To the City Council of the City of Newburyport:

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

Name of applicant GREG NIKAS

Home address of applicant 69 LIME ST.

City, State, Zip of applicant NEWBURYPORT, MA 01950

Telephone of applicant 978-465-7656

Name of business SWEETHAVEN GALLERY

Address of business 25 LIME ST. NEWBURYPORT (BASEMENT SPACE)

Telephone of business 978-465-7656

Description of the location and movable sign to placed on the Public Way.

issued

1. TOP OF STAIRWELL ON LIME ST. BY THE FOUNTAIN - DIRECTLY
2. STATE ST. SIDEWALK IN FRONT OF VALERIE'S GALLERY AT END OF PASS THROUGH.

RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY

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

Signature of Applicant or
Duly Authorized Agent

Greg Nikas

Date 6-13-18

Monday, June 11, 2018

To Whom It May concern,

I'm writing to request an exception to the moveable sign ordinance. Because of my location in a stairwell on Inn St., (see attached photos #1 & 2) it is difficult for people to find me. I have been in this location going on ten years and if it wasn't for my moveable sign at the top of the stairs (photo #1) and the one at the end of the pass through on State St. (photos #5 & 6) I would have much less foot traffic. Up until 5 years ago I relied on only the moveable sign at the top of the stairs, then I put one on State St. and my foot traffic more than doubled. The exception I'm requesting is to add the moveable sign on State St. permanently as a second location.

In the time I've been in this location, I have been told by several long-time Newburyport residents that my space is considered the worst retail space in downtown Newburyport. So the additional moveable sign on State St. is crucial for my gallery staying in business.

Thank you for your consideration.

Sincerely,

Greg Nikas
Owner, Sweethaven Gallery
25L Inn St.

Sweethaven Gallery

978-465-7656
greg@sweethavengallery.com
www.sweethavengallery.com

PHOTO #1



LOOKING FROM END OF PASS THROUGH TOWARDS
MAIN ST.

PHOTO #2



LOOKING INTO STAIRWELL FROM TOP OF STAIRS
on MAIN ST.

PHOTO #3



LOOKING AT STAIRWELL ON
LINN ST.

PHOTO #4



LOOKING AT STAIRWELL FROM FOUNTAIN.

PHOTO #5



LOOKING TOWARDS INN ST.
FROM STATE ST. SIGN ON
INN ST. VERY HARD TO SEE FROM STATE ST.

PHOTO #6



LOOKING AT PASSTHROUGH FROM STATE ST.

RECEIVED
CITY CLERK'S OFFICE

APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY

Application Fee **\$100.00**

2018 JUN 13 PM 2: 21

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

Date: 6/13/18

To the City Council of the City of Newburyport:

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

Name of Applicant Salt & Grove / Sarah Landry

Street Address of Applicant 7 Prince Place #102

City, State, Zip of Applicant Newburyport, MA 01950

Telephone Number of Applicant 978 225 0240

Name of Business Salt & Grove

Address of Business (same as above)


Telephone Number of Business 978 225 0240

Approved location and description of moveable sign to be placed on Public Way

on NW corner of Prince Place and State Street

RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY

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

Signature of Applicant or Duly Authorized Agent 

Date 6/13/18

President Barry O'Connell
And Members of the City Council
Newburyport City Hall
60 Pleasant Street
Newburyport, MA 01950

Dear Mr. Connell:

The amendment to Chapter 12 – Streets, Sidewalks and Other Public Places, Sec. 1.5 prohibits A-frame signs beyond the 4 square feet of the sidewalk at the direct entrance of a business, has dictated me to write to you today for your support.

My name is Sarah Landry and I own a business located at 7 Prince Place, the name of which is Salt + Grove. Because my business is not visible from Prince Place Street it poses a challenge for potential customers to shop at my location. I am respectfully requesting your approval to place my A-frame on State Street, near the corner of Prince Place. This location will provide maximum visibility and minimal invasion of the sidewalk. Also, by allowing me this variance my customers will have no difficulty locating my establishment.

I have attached my Application for Movable Signage on Public Property along with my check in the amount of \$100.00 made payable to the City of Newburyport. I appreciate your attention to this matter and look forward to hearing from you. If you have any further questions, please feel free to contact me at 480 861 4666 or email Sarah@Saltandgrove.com

Thank you for your consideration.

Very truly yours,

**ROBERT D. MORRILL
8396 SW SNAPDRAGON COURT
STUART, FLORIDA 34997**

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 JUN 18 PM 3:21

June 12, 2018

Hon. Donna D. Holaday, Mayor
City of Newburyport
60 Pleasant Street
Newburyport, Massachusetts 01950

Re: 2019 Funding and Annual Meeting

Dear Madam Mayor,

Jack Grady, Grady Financial, has informed us that \$110,000.00 will be available for distribution to the City in January 2019. We are pleased as it represents \$8000.00 or nearly an 8% increase over last year.

The Conservancy Fund, with greater exposure, has shown solid improvement. When an ever-increasing number of friends of Newburyport learn that The Mayor Gayden W. Morrill Charitable Foundation pays the administrative costs and that 100% of all self-directed contributions are tax-deductible, giving will naturally increase.

Like last year, I thought it wise to send this letter in June so that you could begin your planning for making recommendations to the trustees.

My wife and I are again looking forward to an extended stay in the City this summer and trust we will have an opportunity to see each other prior to our annual meeting scheduled for 10:00 A.M. on Friday September 7, 2018 at City Hall or a location of your choice.

Sincerely,



Robert D. Morrill

Cc via e-mail: James Agrippa Morrill, James Astle Morrill, Mary Haslinger, , Lise Reid, Kimberly Turner, Jack Grady, Peter DeMaranville

June 15, 2018

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

Newburyport City Council
60 Pleasant Street
Newburyport, MA 01950

2018 JUN 15 AM 9:54

Re: Parks Department Operations in Atkinson Common

Dear Members of the City Council,

We are writing to express our concern with the Parks Department operating its vehicle and maintenance headquarters out of Atkinson Common without required planning, approval, or public discussion. We ask that the Parks Department immediately cease its operations from this historic and well-used public space and move to a location that is more appropriate for municipal maintenance activities. Truck traffic, equipment storage, and waste handling are in direct conflict with the use of a public park and pose a threat to public safety. We met with Ward 4 Councilor Charlie Tontar and Parks Director Lise Reid on May 7, but believe the issues warrant review by the full City Council. Our specific concerns are described below.

Background

The tool shed in Atkinson Common, located along the path connecting Lower and Upper Atkinson, was built by the Belleville Improvement Society for storage purposes only for the park itself. It has paved access via a gate in the Plummer Avenue parking lot. Prior to creation of the Parks Department, only volunteers and one paid employee of the Belleville Improvement Society used it. The only equipment included a small tractor, a riding mower, a push mower, and some tools. The shed has electricity, water service, a wood stove for heat, and no sewer service.

Over the past few years Parks activity has increased in Atkinson Common. When neighbors expressed concern about noise and increased truck traffic via the Plummer Ave entrance, the vehicles then accessed the tool shed via Merrimac Street, through Lower Atkinson, across the basketball court, across a grass area, and up the gravel path.

Here is a summary of activities witnessed (see Attachment A for photos):

- Truck, trailer and personal vehicle traffic via the Plummer Avenue parking lot and via Merrimac Street through a basketball court and designated play area
- Vehicle and trailer parking and storage near the shed, on the basketball court, and other areas of Atkinson Common
- Vehicles blocking pedestrian paths
- Vehicles idling, actively loading, backing up and turning around with pedestrians nearby
- Materials and debris storage near the shed
- Dumping of materials and debris in the wooded areas of Upper Atkinson
- Large delivery of dirt being distributed from the common to all city parks
- Equipment and vehicles include tractors, several commercial-type mowers, a backhoe, personal pick-up trucks and cars, three trailers, and an ATV. Materials stored include parts, pavers, tables, benches, metal, and other debris.
- Changing of oil and hydraulic fluid
- Mechanical work to trucks
- Light fixtures likely containing mercury piled within a wetland buffer zone

- Excavating, stockpiling soil and materials, filling and changing grades, constructing a gravel access road, and altering drainage patterns within a wetland buffer zone

Change of Land Use

Parks Department operations change the land use of Atkinson Common from a public recreational space to a vehicle and maintenance facility. Although the zoning ordinance does allow “Municipal Public Works” in residential zones, the operation of a public works facility within an established park not only degrades the recreational experience of the park for users, it also introduces health and safety risks that should not be tolerated by the general public. Parks operations should be located in an area similar to that of the Department of Public Services facility on Perry Way, which is located in an industrial area. In fact, the zoning ordinance does state that industrial areas are for “uses requiring the manufacture, assembly, processing or handling of materials which, because of the generation, noise, appearance, odor, or hazards, would be disruptive to residential or other commercial uses.”

Construction of the new gravel access road is also incompatible with the park’s current use. This road is not simply a “path” or an “improvement”, but was constructed specifically to handle routine truck traffic. The path connecting Upper and Lower Atkinson was previously for pedestrians and emergency access only. The only access to this newly constructed road is up through the central paved area of the Pioneer Park and across the basketball court.

According to the gift from Eunice Atkinson Currier, the original ten acres of Upper Atkinson are designated for passive recreation only. The Parks Department is currently not in compliance with this requirement.

Atkinson Common Commission

The Atkinson Common Commission has not approved the Parks Department operations and has not been notified of all activities occurring within its jurisdiction. Section 11-27 of the city’s ordinance establishes “a board of commissioners of the Atkinson Common, to carry out the provisions and limitations of the will of Mrs. Eunice Atkinson Currier granting the same, and who shall have proper care, management and supervision of the same; also land purchased from Merrill Estate by Belleville Improvement Society and given to the city.” Section 11-26 states the board may promulgate rules to “include but are not limited to, hours of use, conduct of persons, manner of use of particular facilities or areas.”

The Commission has three volunteer members, but has been operating with an unfilled position since 2016. Councilor Tontar communicated that the Mayor will not appoint the third commissioner to Atkinson Common nor reappoint the existing commissioners, however this requirement remains part of the city ordinance as noted above. Therefore unless the City Council is changing the charter, we respectfully request that the commissioners be reappointed and a third one chosen. The Mayor has not appointed a new commissioner despite applicants submitting letters of interest over a year ago.

Proposed revisions to the Parks Ordinance were submitted to the City Council on May 14, 2018. One section states, “For Atkinson Common, but expressly excluding so-called Pioneer Park, the Atkinson Common Commission shall be the authorizing agency, and applications for activities therein shall be made to such commission. The Atkinson Common Commission may vote to delegate some or all of its authority to the parks director.” Delegation of authority away from the Commission would minimize volunteer involvement and increase the burden on the Parks Department, which already has limited resources. The volunteers from the Commission and the Belleville Improvement Society have been integral to the upkeep and fundraising of the park. The Commission should remain the authorizing agency for both Upper and Lower Atkinson and not delegate authority to the Parks Commission or the Parks Director.

Pedestrian Safety

Atkinson Common is a popular destination for walking, cycling, tennis, baseball, basketball, and the playground. Children from the Community Action Head Start preschool use the playground regularly. Truck traffic and equipment storage are not compatible with any of these uses. The path alongside the tool shed is the only pedestrian and bike route in the park between Lower and Upper Atkinson. This path is a major connection from Merrimac Street to High Street, and is used by children walking to and from school. The Pioneer League serves thousands of people, including spectators, during the months of April through October for practices, games, and championships. The park is also used by citizens for pick-up games and other unorganized play. Games and practices occur before the end of the workday, and equipment often blocks paths or the basketball court. Vehicles also load/unload and back up with pedestrians nearby. Vehicles are driving through a designated play area!

In addition, the new gravel access road is not ADA-compliant. The Atkinson Common Commission once explored the option to upgrade the path but put it on hold due to cost, since it required paving and design to accommodate handicap access.

Wetland Impacts

Parks staff recently constructed a gravel access road connecting the paved area of the basketball court to the existing gravel path up to the tool shed. This was done after the vehicles were getting stuck in the grass area that had turned into mud. This area is within the 100-foot wetland buffer zone, but no approvals from the Conservation Commission were obtained prior to starting work. The project was approved by the Conservation Agent after construction began with an administrative "letter permit." The project was deemed an "improvement" with no significant impacts, but it never went in front of the Conservation Commission. Excavation of soil, stockpiling of materials, filling in with gravel and backfill, changing of grade, removal of vegetation, and changing drainage characteristics warrants the applicant to file at least a Request for Determination of Applicability (RDA).

Waste Handling and Storage

Municipal facilities must document their use and storage of hazardous materials (including oil and landscaping chemicals) and obtain applicable permits. The Parks facility would likely need similar permits to those of the DPS facility on Perry Way. The DPS currently holds both federal and state permits as a generator of hazardous waste. Parks must inventory their waste and determine which hazardous permits apply to them. If Parks is operating an unpermitted facility without proper storage, record keeping, and spill prevention procedures, they could be subject to significant daily fines from the EPA or DEP.

Municipal facilities must also follow good housekeeping procedures as outlined in the city's National Pollutant Discharge Elimination System (NPDES) stormwater permit. This ensures that hazardous materials and maintenance activities are not causing pollution due to contaminated stormwater runoff. Parks must document its activities and mitigation in the city's Stormwater Pollution Prevention Plan (SWPPP).

Long-Term Plan for Lower Atkinson

Lower Atkinson Common needs improvements to parking, pedestrian access, the playground, the basketball court, and Pioneer League facilities. The City, the Belleville Improvement Society, and the Pioneer League all provide resources to maintain and improve this area. Merrimac Street residents have coordinated with these groups and the Traffic Safety Advisory Committee to improve crossings, parking, and develop a

concept plan for roadway improvements. Parks submitted an application to the Community Preservation Committee for \$25,000 for a consultant to do a master plan for Lower Atkinson. We believe the long-term plan should continue with the over 100-year policy to include recreational activities only. Current uses such as the playground and basketball court should remain, and no Parks headquarters or field office should be located on the premises.

Conclusion

We ask that the Parks Department permanently move its central operations out of Atkinson Common. Truck traffic and maintenance activities are not compatible with a public park in a residential zone. A department headquarters should be designed properly for its intended use. Even if the Parks Department has limited resources, it still must obtain required approvals and follow required public procedures.

Sincerely,



Christine Wallace, P.E.
474 Merrimac Street



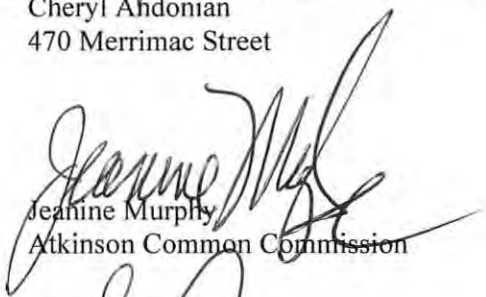
Joel Rusnak
470 Merrimac Street



Cheryl Andonian
470 Merrimac Street



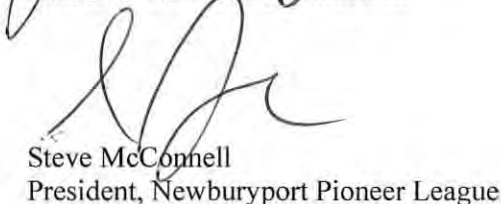
Judy Tymon
Newburyport Livable Streets



Jeanine Murphy
Atkinson Common Commission



Beverly MacBurnie
Atkinson Common Commission
President, Belleville Improvement Society



Steve McConnell
President, Newburyport Pioneer League

cc: Mayor Donna Holaday
Parks Director Lise Reid
Parks Commission
Conservation Commission
Board of Health
Department of Public Services
Disabilities Commission
Community Action, Inc.

ATTACHMENT A: PHOTOS



Vehicles blocking the pedestrian path and parked in the basketball court



Changing oil outside the shed and dumping waste in the woods of Upper Atkinson



Access road construction and stockpiled materials within a wetland buffer zone

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

TRANSFERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

EMERGENCY PREAMBLE

Pursuant to Charter Section 2-9 (b) and as further defined in Section 1-7(7) an emergency exists due to the fact that the matter referenced in TRAN021_06_25_18, a transfer of monies to fund school technology upgrades, is time sensitive as the equipment must be put out to bid, ordered and fully deployed to staff prior to the start of the school year.

Therefore, the City Council hereby affirmative declares that an emergency exists such that TRAN021_06_25_18 may be voted upon its first introduction to this Council.

Councillor Charles F. Tontar



City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2018 JUN 19 PM 3:04

Department: Newburyport Public Schools
Submitted by: Susan Viccaro, Superintendent **Date Submitted:** 6/25/2018

Transfer From:

Account Name	<u>Nock/Molin School Technology Fund</u>	YTD Bal:	<u>\$ 254,400.66</u>
Account Number:	<u>8286-59600</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$111,140.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Available:	<u>In May 2016, the City established technology funds for the Nock/Molin and Bresnahan Schools as part of the two school building projects with an appropriation of \$250,000 for each school.</u>		

Transfer From:

Account Name	<u>Bresnahan School Technology Fund</u>	YTD Bal:	<u>\$ 254,400.66</u>
Account Number:	<u>8285-59600</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$85,360.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Available:	<u>In May 2016, the City established technology funds for the Nock/Molin and Bresnahan Schools as part of the two school building projects with an appropriation of \$250,000 for each school.</u>		

Transfer To:

Account Name	<u>Technology Upgrades</u>	YTD Bal:	<u>\$ -</u>
Account Number:	<u>New account</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$196,500.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Required:	<u>To upgrade computers and equipment in the school district. See attached explanatory memo.</u>		

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

Date: 6/19/18
 Date: 6/19/18

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

EMERGENCY PREAMBLE

Pursuant to Charter Section 2-9 (b) and as further defined in Section 1-7(7) an emergency exists due to the fact that the matter referenced in TRAN022_06_25_18, a transfer of monies to fund the school lunch program, requires action before the end of the fiscal year.

Therefore, the City Council hereby affirmative declares that an emergency exists such that TRAN022_06_25_18 may be voted upon its first introduction to this Council.

Councillor Charles F. Tontar



City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 JUN 19 PM 3:04

Department: Newburyport Public Schools
Submitted by: Susan Viccaro, Superintendent **Date Submitted:** 6/25/2018

Transfer From:

Account Name	<u>SCH SCHOOL EXPENSES</u>	YTD Bal:	<u>\$ 4,114,265.54</u>
Account Number:	<u>01300002-53201</u>	Category:	<u>\$ -</u>
Amount:	<u>\$20,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Available:	<u>The FY2018 school budget included a school lunch contingency to be transferred to the School Lunch Revolving Fund if needed. All interfund transfers are subject to approval of the Mayor and City Council.</u>		

Transfer From:

Account Name	<u>SCHOOL LUNCH</u>	YTD Bal:	<u>\$ -</u>
Account Number:	<u>022-49700</u>	Category:	<u>\$ -</u>
Amount:	<u>\$20,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Available:	<u>The transfer has been done in recent years to cover shortfalls within the food service budget, driven by the tighter restrictions for school lunch programs. The regulations have eased since the initial implementation which is gradually reducing the financial burden to the district. See attached memo, which provides further explanation and data on the school lunch program.</u>		

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

Date: 6/19/18
 Date: 6/19/18



NEWBURYPORT PUBLIC SCHOOLS

70 LOW STREET

NEWBURYPORT, MASSACHUSETTS 01950-4086

OFFICE OF THE SUPERINTENDENT
SUSAN L. VICCARO, SUPERINTENDENT

TELEPHONE 978.465.4456
FAX 978.462.3495

MEMORANDUM

To: City Council
From: Nancy Lysik
Date: June 18, 2019

School Department Transfer

This is request to transfer \$20,000 from our General Fund into School Lunch Revolving. These funds were budgeted in our FY18 school lunch contingency fund and approved by School Committee. The \$20,000 will be used to cover school lunch shortfall for the 2017-2018 school year.

Below is a history of recent transfers:

FY17 \$42,000
FY16 \$40,000
FY15 \$50,000
FY14 \$60,000
FY13 Revenue Lost \$98,361.30

Program continues to be monitored and funds have been budgeted in the amount of \$27,134 for the next school year, this will be used for anticipated shortfall and other unexpected costs (such as long-term subs due to LOA's).

School Lunch financial summary for FY18 is attached.

Chartwells will be going into year 4 of a 5 year contract in FY19. Pam Kealey is our new Program Director for Chartwells and has done extremely well in her first year.

Newburyport School Financial Overview Fiscal Year 2017/18 YTD Thru 5/31

Total Meal Counts	192,578	Total Enrollment	2263
Reimbursements	\$ 123,065.00	Free Students	250
Total Sales (Including Reimbursements)	\$ 606,165.00	Reduced Students	49
		Total Free/Reduced	299
		Free/Reduced % of total Enrollment	13%
Labor Cost	\$ 386,477.00		
Expenses (Including labor)	\$ 642,670.00		
Net Profit/Loss	\$ (36,505.00)		

ORDERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Date: June 25, 2018

THE CITY COUNCIL of CITY OF NEWBURYPORT hereby cancels the August 27, 2018 Council meeting due to the lighter schedule during the summer months.

Councillor Barry N. Connell

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 25, 2018

THAT the City Council of the City of Newburyport approves the following Licensed Contractor application for the 2018 construction year for Water, Sewer, Drain Layer, Roadway, Sidewalk, Electric, and Communications work:

BPB Construction, Inc.
50 Church Street
Kingston, NH 03848

Paperwork on file in the City Clerk's office.

Councillor Sharif I. Zeid
Public Utilities Chairperson



CITY OF NEWBURYPORT

MEMORANDUM

TO: Richard Jones, City Clerk
FROM: Wayne S. Amaral, DPS Deputy Director
DATE: June 12, 2018
RE: License Contractor Application and Recommendation for 2018 Season

Enclosed is a copy of a new Licensed Contractor application with bond and references to be forwarded to the city council for approval for;

BPB Construction, Inc.
50 Church St
Kingston, NH 03848

For the following work;

Water Service
Sewer Service
Drain Laying
Roadway
Sidewalk
Electric
Communications

Thank you for your attention to this matter.

DEPARTMENT
OF
PUBLIC SERVICES

ANTHONY J. FURNARI
DIRECTOR

WAYNE S. AMARAL
DEPUTY DIRECTOR /
DIRECTOR OF OPERATIONS

16A PERRY WAY

NEWBURYPORT, MA 01950

TEL: 978-465-4464

FAX: 978-465-1623

WWW.CITYOFNEWBURYPORT.COM



CITY OF NEWBURYPORT
DEPARTMENT OF PUBLIC SERVICES
 16A PERRY WAY
 NEWBURYPORT, MA 01950

ANTHONY J. FURNARI, DIRECTOR
 WAYNE S. AMARAL, DEPUTY DIRECTOR

PHONE: 978-465-4464
 FAX: 978-465-1623

**Application to become a
 Licensed Contractor**

*Submit **completed** application to the above address*

Today's Date: June 7 2018

Name of Company: BPB construction Inc.

Name of Owner: Brett Berube

Contact Person: Brett Berube

Street Address: 50 Church St. City: Kingston State: NH Zip Code: 03848

Phone #: 603 642 7523 Cell #: 603 966 7577 Fax #: 603 642 7523

Insurance Certificate #: 680-1J324001-17-40 Policy Expiration Date: 11/01/2018

Name and Contact Information of Insurer: Charles Gordon Insurance 603 734 4200

Bond # 63635383 **Bond Expiration Date:** 5/3/2019

Type of Work Qualified for: (check all that apply)

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Water Service/Main | <input checked="" type="checkbox"/> Sewer Service/Main | <input checked="" type="checkbox"/> Drain Laying |
| <input checked="" type="checkbox"/> Roadway (incl. curb cuts) | <input checked="" type="checkbox"/> Sidewalk | |
| <input checked="" type="checkbox"/> Gas | <input checked="" type="checkbox"/> Electric | <input checked="" type="checkbox"/> Communications |

Submit the Following with this completed Application:

- **Certificate of Insurance incl. Worker's Compensation Insurance Affidavit** (per M.G.L. .c152)
- **\$5000 Bond ORIGINAL ONLY** (\$10,000 Bond for laying Wire or Conduit)
- **\$500 Check non-refundable payable to City of Newburyport** (not required for ROW Occupancy)
- **Minimum 3 Municipal References within the last 5 years** (Renewals do not require references)



Haverhill

Engineering Department, Room 214
Tel: 978-374-2335 Fax: 978-373-8475
John H. Pettis III, P.E. - City Engineer
JPettis@CityOfHaverhill.com

May 1, 2018

To whom it may concern,

Brett Berube is a current licensed and bonded drain layer with the City of Haverhill. Relative to that, we have found Mr. Berube to competently perform his construction activities in full compliance with City requirements.

Sincerely,

John H. Pettis III, P.E.
City Engineer



City of Methuen, Massachusetts

Department of Public Works

Water Distribution Division

124 Cross Street

Methuen, Massachusetts 01844

Telephone (978) 983-8855 Fax (978) 681-1335

Daryl Laurenza
Water Distribution
Superintendent

Patrick L. Bower, P.E.
Director Public Works

April 30, 2018

To whom it may concern:

Please be advised that Brett Berube, BPB Construction Incorporated, out of Kingston New Hampshire, is a current licensed Drain Layer contractor for the City of Methuen, Massachusetts. BPB Construction has performed emergency water and sewer repairs, for the city of Methuen, along with complete new construction utility work and site work on numerous projects throughout the city for many years.

If you have further questions about this letter or concerns, please do not hesitate to contact me via email at DLaurenza@ci.methuen.ma.us or at the office at 978-983-8855.

Sincerely,

Daryl Laurenza
Water Distribution Superintendent

**Boston Water and
Sewer Commission**



980 Harrison Avenue
Boston, MA 02119-2540
617-989-7000

May 30, 2018

Fax#: 978-465-1623

Mr. Anthony J. Furnari, Director
City of Newburyport
Department of Public Services
16A Perry Way
Newburyport, Ma 01950

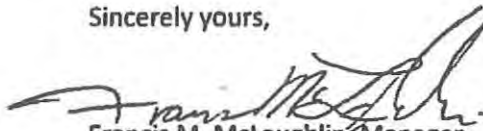
Re: Brett Berube, 50 Church Street, Kingston, NH 03848
Drain Layer's License # 18203

Dear Mr. Furnari:

This letter serves as acknowledgment that Mr. Brett Berube, 50 Church Street, Kingston, New Hampshire 03848, is a licensed drain layer with the Boston Water and Sewer Commission. His drain layer's license # 18203 is current.

If you have any further questions, please do not hesitate to contact me.

Sincerely yours,



Francis M. McLaughlin, Manager
Engineering Customer Services

FMCL/g

Cc: Mr. Brett Berube, 50 Church Street, Kingston, NH 03848

E-mail: bpbconstruction@yahoo.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2018

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 and endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JOSEPH S HILLS AGENC P O BOX 300 PLAISTOW, NH 03865-0300 78C2D	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

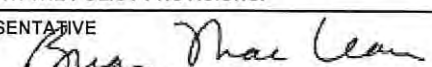
INSURED BPB CONSTRUCTION INC 50 CHURCH STREET KINGSTON, NH 03848	INSURER A: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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	ADD L	SUB R	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULE 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)	\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
								\$	
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-2E083843-18	03/14/2018	03/14/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
							E. L. EACH ACCIDENT	\$	500,000
							E.L. DISEASE - EA EMPLOYEE	\$	500,000
							E.L. DISEASE - POLICY LIMIT	\$	500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
 THIS REPLACES ANY PRIOR CERTIFICATE ISSUED TO THE CERTIFICATE HOLDER AFFECTING WORKERS COMP COVERAGE.

CERTIFICATE HOLDER	CANCELLATION
CITY OF NEWBURYPORT-DEPT OF PUBLIC SERVICES 16A PERRY WAY 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 



CERTIFICATE OF LIABILITY INSURANCE

OP ID: EIA

DATE (MM/DD/YYYY)

05/01/2018

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 Charles Gordon Insurance Group 285 Calef Hwy, Suite 12C PO Box 347 Epping, NH 03042-0347 Edwin I Aviles		CONTACT NAME: Sandra Rodriguez, x4 PHONE (A/C, No, Ext): 603-734-4200 FAX (A/C, No): 603-734-4189 E-MAIL ADDRESS: sandra@cgigi.net PRODUCER CUSTOMER ID #: BPBCO-1	
INSURED BPB Construction, Inc 50 Church St Kingston, NH 03848		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A : Travelers Property Casualty Co 25674	
		INSURER B : Travelers Indemnity Co America 25666	
		INSURER C : Travelers Indemnity Company 25658	
		INSURER D : American Zurich Ins Co	
		INSURER E : CNA Surety	
		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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			680-1J324001-17-42	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
										PRODUCTS - COMP/OP AGG \$ 2,000,000
										\$
B	AUTOMOBILE LIABILITY			BA-9223C886-18	01/02/2018	01/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ Included			
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ Included			
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$ Included			
	<input checked="" type="checkbox"/> HIRED AUTOS						Medical pymts \$ 5,000			
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP-2J637040	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000			
	DEDUCTIBLE								\$	
	RETENTION \$								\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6ZZUB-5B84562-7-17	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y	N/A				E.L. EACH ACCIDENT \$ 100,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000			
							E.L. DISEASE - POLICY LIMIT \$ 500,000			

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

WC 3A: NH/MA - Brett Berube and Theresa Fraser have elected to be excluded from workers compensation coverage.

CERTIFICATE HOLDER**CANCELLATION**

CITYO-2 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 
--	---

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Effective Date: May 3rd, 2018

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 63635383

That we, BPB Construction, Inc.

of Kingston, State of New Hampshire, as Principal,
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of

Massachusetts, as Surety, are held and firmly bound unto the

City of City of Newburyport Department of Public Services, State of Massachusetts, as Obligee, in the penal

sum of Five Thousand and 00/100 DOLLARS (\$5,000.00),
lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made,
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been
licensed Drainlayer City of Newburyport Department of Public Services
by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit
applied for, then this obligation to be void, otherwise to remain in full force and effect until
May 3rd, 2019, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class
U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said
date. Regardless of the number of years this bond shall continue in force, the number of claims made
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be
cumulative.

Dated this 4th day of May, 2018.



Bpb Construction, Inc. Principal

Matt Muebe Principal

WESTERN SURETY COMPANY

By Paul T. Bruffat
Paul T. Bruffat, Vice President

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Drainlayer City of Newburyport Department of Public Services

bond with bond number 63635383

for BPB Construction, Inc.

as Principal in the penalty amount not to exceed: \$ 5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 4th day of May, 2018.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Vice President

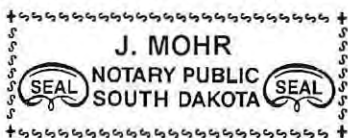
STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA }

ss



On this 4th day of May, 2018, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

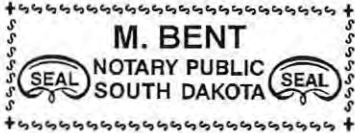


STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 4th day of May, 2018, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



M. Bent

Notary Public — South Dakota

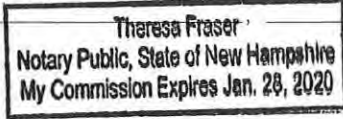
My Commission Expires March 2, 2020

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF NH }
COUNTY OF Rockingham } ss

On this 7th day of June, 2018, before me personally appeared Brett Berube, known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My commission expires 1/28/2020



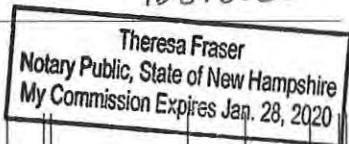
Theresa Fraser
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF NH }
COUNTY OF Rockingham } ss

On this 7th day of June, 2018, before me personally appeared Brett Berube, who acknowledged himself/herself to be the President of BB Construction Inc., a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires 1/28/2020



Theresa Fraser
Notary Public



License or Permit No. _____
LICENSE AND PERMIT
BOND
As _____
of _____
State of _____
Name of Applicant _____
Address _____
Filed _____
Approved this _____
day of _____

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 25, 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 Tricia Whitcomb, for the property located at 496 Merrimac 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

between

Tricia Whitcomb

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

Property Address: 496 Merrimac Street, Newburyport, MA

THIS PRESERVATION RESTRICTION AGREEMENT is made this _____ day of _____, 2018 by and between Tricia Whitcomb ("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 administered, managed and enforced by its agent, the Newburyport Historical Commission, located at 60 Pleasant Street, Newburyport, Massachusetts, 01950 ("Commission").

WHEREAS, the Grantor is the owner of land with the buildings thereon known as 496 Merrimac Street, Newburyport, Essex County, Massachusetts 01950, being hereafter referred to as (the "Property"), and being the Property conveyed to the Grantor in a deed recorded at the Southern Essex District Registry of Deeds, at Book 36628, Page 67 and being more particularly described in Exhibit A incorporated herein by reference and attached hereto, said Property is improved by a building thereon, referred to hereinafter as "the Building", described as follows:

a ca. 1873 small two-story, three-bay, single family dwelling with gable roof, and one-story rear addition with shed roof, post and beam construction with two rooms on each floor;

WHEREAS, the cultural, historical and architectural significance of the Building emanates from its construction in ca. 1873, the Building is important as a surviving example of modest late-19th century residential architecture, and it is important to the public's enjoyment and appreciation of Newburyport's architectural and historical heritage (the "Preservation Values"); and

WHEREAS, Grantor and Grantee recognize the Preservation Values 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 Building's and Property's Preservation Values are documented with the following;

Massachusetts Historical Commission Inventory Building Form prepared in April, 2017 by Eric Dray (Exhibit B), attached hereto and incorporated herein by this reference,

Four (4) photographs taken by Karen Damon in October, 2017 (Exhibit C), attached hereto and incorporated herein by this reference,

Newburyport Assessors' Parcel Map with Building Footprint (Exhibit D), attached hereto and incorporated herein by this reference,

Exhibits A, B, C and D are hereinafter referred to as the "Baseline Documentation", which Baseline Documentation the parties agree provides an accurate representation of the Building as of the effective date of this grant;

WHEREAS, the Grantor's predecessors in title, David Hamel and Karen Damon obtained a Special Permit under Section VI-C of the Newburyport Zoning Ordinance from the Planning Board on July 19, 2017 whereby a condition of the grant of said permit is the recording of a long term historic preservation restriction ("Restriction" or "Preservation Restriction"); and

WHEREAS, in consideration of the grant of said Special Permit 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; and

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, Section 27 ("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 40A, 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 Property and exterior of the Building to be administered, managed and enforced by the 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 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.

2.1. 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 as currently exists. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve

the exterior of the Building. It is acknowledged that the original historic house is vastly changed from its inception, but keeping the form, size and massing are important. Keeping the proportions and scale of the original building, and maintaining or using in-kind exterior materials during any rehabilitation, are the things achievable at this location. 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"). 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.

2.2. 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 and except to the extent the non-historic 1960's era addition and deck may be removed;
- 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 and the building proposed in the Special Permit, 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, except that the Grantor shall not deny approval of an addition to the rear of the home with an area of 500sf for a first floor addition and 1000sf for a two story addition with the following basic parameters:

The addition should be set in from either side of the existing house by at least 1 foot. It should have a gable roof, pitch does not have to match the existing house as they cannot be seen together, but the height of any addition should not exceed the height of the existing house. The eave height may match the existing eave or be lower, but should not be higher.

Covering the existing rear windows is acceptable.

- e. moving the Building to another location shall be forbidden without prior approval of the Commission.

3. Conditional Rights Requiring Grantee Approval: Except as set forth in paragraph 3 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 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 E), which are attached to this Agreement and hereby incorporated by reference.

4. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 3 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 Property; and
 - (iii) are not inconsistent with the Purpose of this Restriction;
- b. pursuant to the provisions of Paragraph 3.1, 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 4;

5. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out hereinabove 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.

6. 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.

7. Casualty Damage or Destruction: In the event that Building or Property 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 Property 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.

8. Review After Casualty Damage or Destruction: If, after reviewing the report provided in Paragraph 8 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, 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 22 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, 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.

9. 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 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.

10. 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.

11. 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: Tricia Whitcomb
496A Merrimac Street
Newburyport, MA 01950

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.

12. 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.

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

14. 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 Building, 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 or the Property, including compliance with hazardous materials or other environmental laws and regulations.

15. 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.

16. 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.

17. Runs with the Land: Except as provided herein, 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 sufficient interest in the Property by reason of a bona fide transfer to the extent that the Grantor cannot exert sufficient control over the Property in order to carry out the provisions of this Restriction. 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.

18. 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.

19. 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.

20. 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, and its being recorded with the Southern Essex County District Registry of Deeds.

21. 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 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.

22. 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.

23. 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.

24. 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 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.

25. 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 to determine that such a release is in the public interest.

[the remainder of this page left intentionally blank]

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

GRANTOR:

Tricia Whitcomb

Commonwealth of Massachusetts

Essex, ss.

On this ____ day of _____, 2018 before me, the undersigned notary public, personally appeared Tricia Whitcomb and proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, 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 purpose.

Notary Public:
My Commission Expires:

Seal

IN WITNESS WHEREOF, the Grantor sets her hand and seal this _____ day of _____, 2018.

By:

GRANTOR:

Tricia Whitcomb
by _____ her Attorney in Fact
under Power of Attorney,
found in a condominium unit deed recorded with
the Essex South District Registry of Deeds
at Book 36628, Page 067.

Commonwealth of Massachusetts

Essex, ss.

On this _____ day of _____, 2018 before me, the undersigned notary public, personally appeared the aforementioned _____ and proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is shown above, and acknowledged to me that the foregoing instrument is the free act and deed of Tricia Whitcomb and that she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

Seal

ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION

On _____, 2018, the Newburyport Historical Commission, by majority vote, voted to Approve and Accept this Agreement.

Sarah White, duly authorized
Chair, Newburyport Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex ,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:

Seal

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:

Seal

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:

Seal

EXHIBIT A

LEGAL DESCRIPTION

The Unit ("Unit") known as Unit No. 496A Merrimac Street, Newburyport, Massachusetts, known as the 496 Merrimac Street Condominium ("Condominium") a condominium established pursuant to Massachusetts General Laws Chapter 183A, by Master deed dated March 22, 2018, recorded with Essex South Registry of Deeds on March 26, 2018, at Book 36603, Page 77, as amended ("Master Deed"), which Unit is shown on the floor plans ("Plans") of the Building recorded in said Deeds at Plan Book 464, Plan 71, to which is affixed the verified statement of a registered architect in the form required by Section 9 of Chapter 183A. Unit 496A contains 1,827± square feet.

Being a portion of the premises conveyed by deed of David R. Hamel dated May 31, 2012, recorded with the Essex South District Registry of Deeds at Book 31427, Page 479.

EXHIBIT B

Massachusetts Historical Commission Inventory Building Form prepared in April, 2017 by Eric Dray

FORM B – BUILDING

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

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

69-1 Newburyport NWB.3019

Town/City: NEWBURYPORT

Place: (neighborhood or village):

Photograph



Address: 496 Merrimac Street

Historic Name: Dyke, William and Harriet House

Uses: Present: Residential

Original: Residential

Date of Construction: 1873

Source: Deed research, vital records

Style/Form: Vernacular

Architect/Builder: Unknown

Exterior Material:

Foundation: Fieldstone, cement block

Wall/Trim: Wood clapboard/ Wood

Roof: Asphalt shingles

Outbuildings/Secondary Structures:

Major Alterations (with dates):

Rear addition (1960s)

New siding, front door, windows (ca. 2016)

Condition: Good

Moved: no yes **Date:**

Acreage:

Setting: This property is located on the north side of Merrimac Street, towards the west end of the street. The surrounding area consists of modest 20th century single and multi-family houses and a few 18th and 19th century single and two-family houses. The historic houses are all set close to the street. This house is surrounded by lawn except on the west side where a small asphalt parking area abuts the house. The long narrow parcel slopes down gently from the street.

Locus Map



Recorded by: Eric Dray, Preservation Consultant, for

Organization: Brewster Historical Commission

Date (month/year): April, 2017

INVENTORY FORM B CONTINUATION SHEET
MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

NEWBURYPORT 496 MERRIMAC STREET
Area(s) Form No.

NWB.3019

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 modest house consists of a two-story main block that is three bays wide by one bay deep, and a one-story addition with shed roof, built in the 1960s, that spans the rear elevation. The house has post and beam framing and has two rooms on each floor. The house rests on what was originally a fieldstone foundation that is now partially composed of cement block as well. The land slopes down behind the house revealing more of the foundation. The walls are clad in new wood clapboard siding with narrow cornerboards. The gable roof is clad in asphalt shingles and has deeply-projecting eaves. A very narrow parged chimney rises off-centered from the roof ridge. The house originally had a centered chimney. The main entrance is centered on the front elevation. Fenestration on this elevation appears to have originally been a symmetrical arrangement of two windows on both stories, but the lower left window has been replaced with a modern window system. The left side elevation has a smaller 6/6 window on the first story and a taller 6/6 window on the second story. The right side elevation has a taller 6/6 window on the first story and a narrow transom window set high in the gable. The windows are all replacements and have a 6/6 muntin pattern; the original windows may have had a different configuration. The windows are all set in flat surrounds.

As noted above, the house has post and beam framing with mortise and tenon construction. This type of construction is unusual for the late-19th century and may indicate that this house is older than 1873 and was remodeled and/or moved to this location. Further site analysis is needed to confirm the age of the framing materials.

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.

In 1872, Harriet Dyke of Hadley, MA purchased the majority of this current parcel for \$271.50 from Henry W. Moulton of Newburyport (Book 857/Page 235). In the spring of the following year, Harriet purchased an adjacent 10' strip of land for \$50 that brought the parcel to its current size (Book 882/Page 295). A review of records from that time period (Directories, deeds, Census records, and maps) indicates that this house was built by 1873.

Harriet Dyke (ca. 1823-1893) was married to William A. Dyke (ca. 1829-1908). Both were born in England. William immigrated to the US when he was a child (1837) which would mean that they met and married each other in the US. According to the 1880 US Census, William was working as a laborer and they had one child, an 8 year old "adoptive" daughter named Julia. Julia (ca. 1872-1948) also went by the name Julia O'Connell, including in a 1900 conveyance when William Dyke deeded her this house (Book 1599/Book 515). Her birth parents, Daniel and Margaret (Bowlen) O'Connell, were born in Ireland, and Julia was born in Massachusetts. Julia's mother died in 1874 when Julia was two, which could have been a reason for the adoption. The 1940 US Census reveals that Julia had an older sister, Margaret O'Connell, living with her. Margaret was born in Ireland in ca. 1866. The Newburyport Directories show her living with Julia on Merrimac Street from 1940-1943.

Further research has revealed a third daughter of Daniel and Margaret O'Connell, Catherine, who was also born ca. 1872 (perhaps Julia's twin). She married O. Blanchard George in 1904 in West Newbury. Julia died in 1948, and Catherine (O'Connell) George was the administrator of Julia's estate and conveyed this house that same year to Gladys M. Robinson of Newburyport (Book 3633/Page 57). Gladys only owned the property for one year, selling it in 1949 to John R. and Lena B. Pearson of Amesbury (Book 3680/Page 511). They only owned it for 6 months, selling it that same year to Dorothy J. and Thomas P. Lennox of Newburyport (Book 3704/Page 337). In 1955, Arthur J. Cobb and Dorothy J. Cobb (formerly Dorothy Lennox) conveyed the property to Everett C. and Leah Strangman of Newburyport (Book 4167/Page 72). Three years later (1958), they sold the property to Irving C. and Cecile L. Hamel of Newburyport (Book 4496/Page 540). The property is now owned by David R. Hamel and Karen Damen.

Continuation sheet 1

INVENTORY FORM B CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

NEWBURYPORT 496 MERRIMAC STREET

Area(s) Form No.

NWB.3019

BIBLIOGRAPHY and/or REFERENCES

Southern Essex Registry of Deeds
Topographical Map of Massachusetts, Newburyport, 1871
Tulley, Linda P., "House History of 496 Merrimac Street, Newburyport, MA," 2017
www.ancestry.com - Vital records, US Census (1880, 1910, 1920, 1930, 1940)



Newburyport Assessor sketch.

Continuation sheet 2

EXHIBIT C

Four (4) photographs taken by Karen Damon in October, 2017

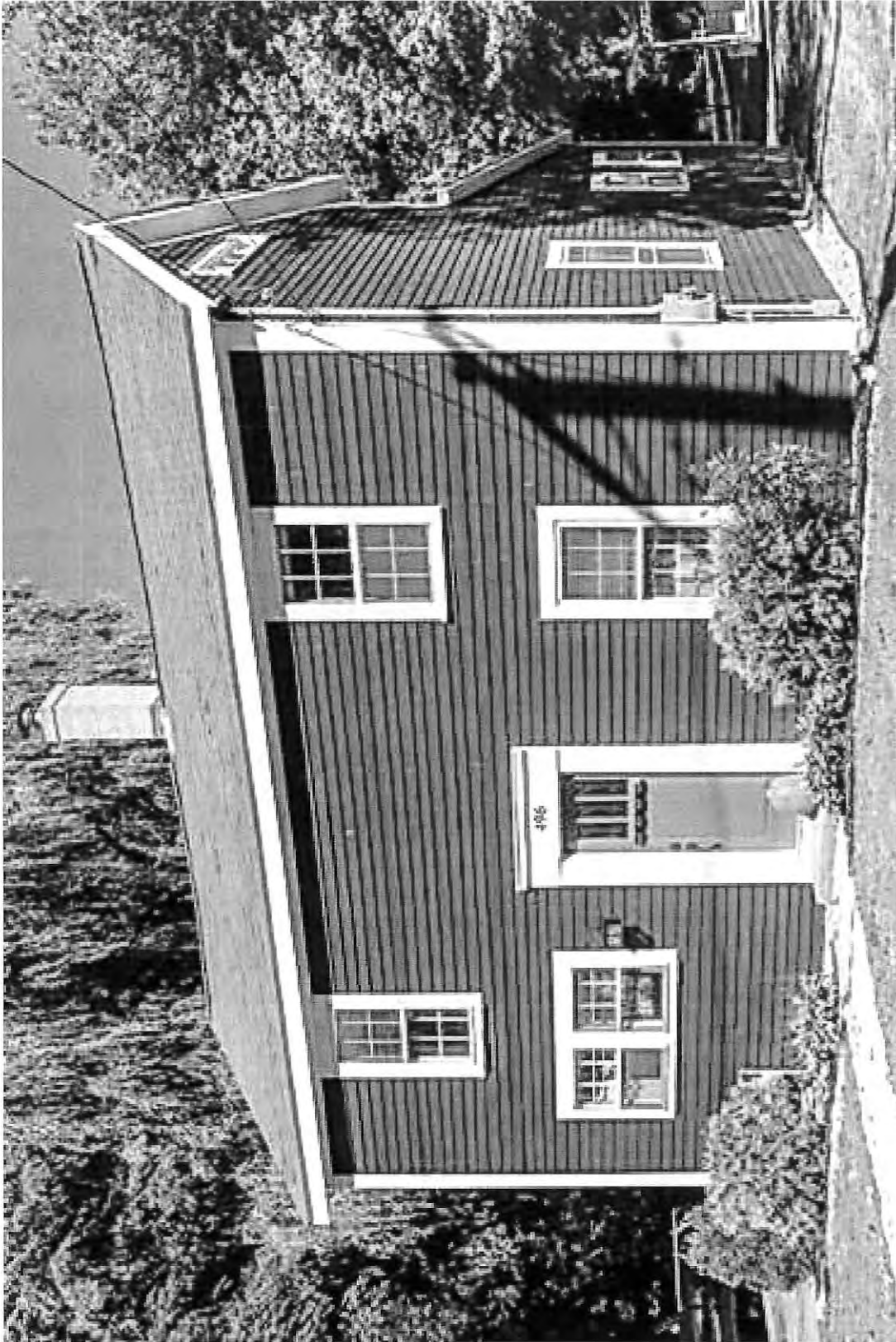


Photo 1. View looking northwest.

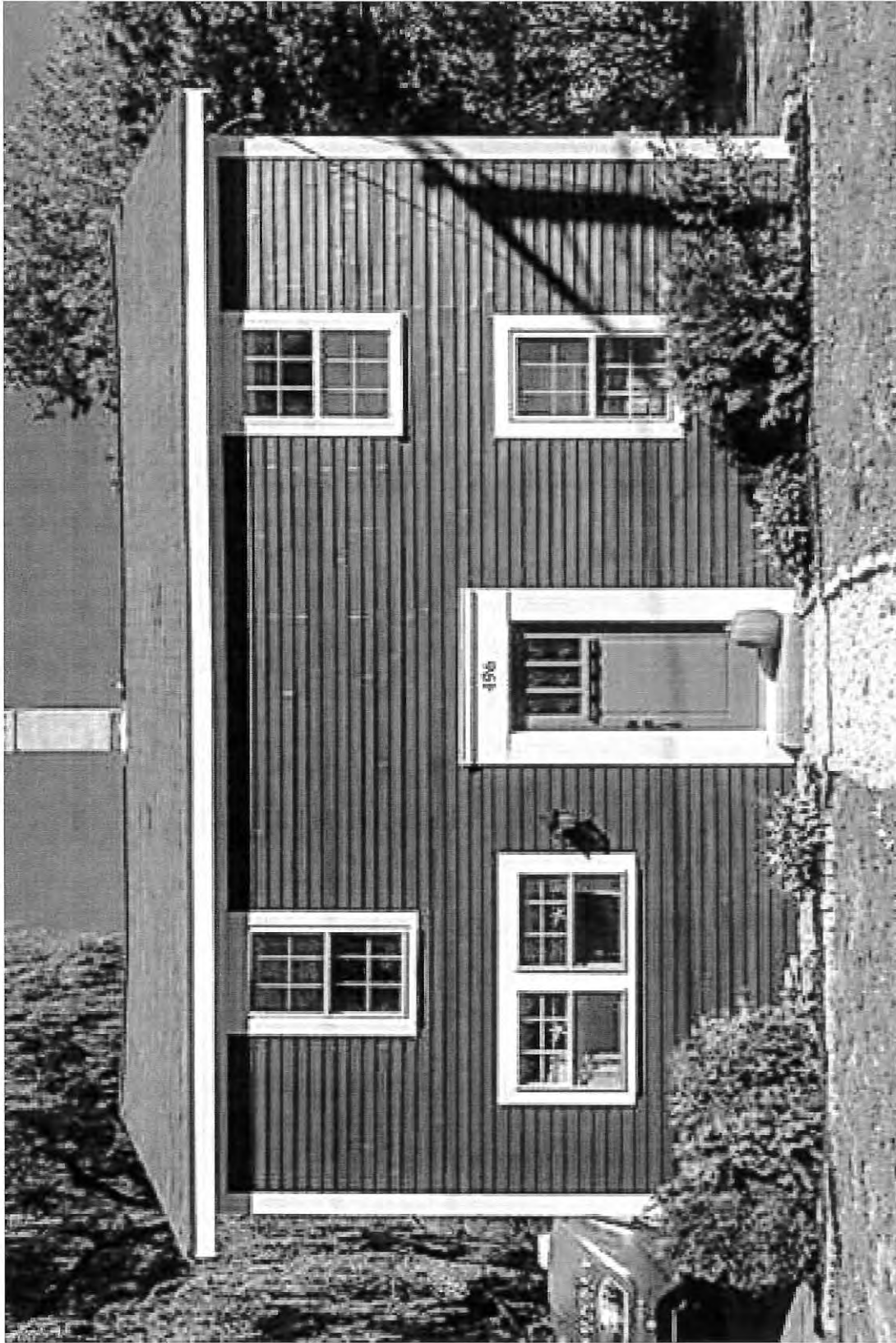


Photo 2. View looking north.

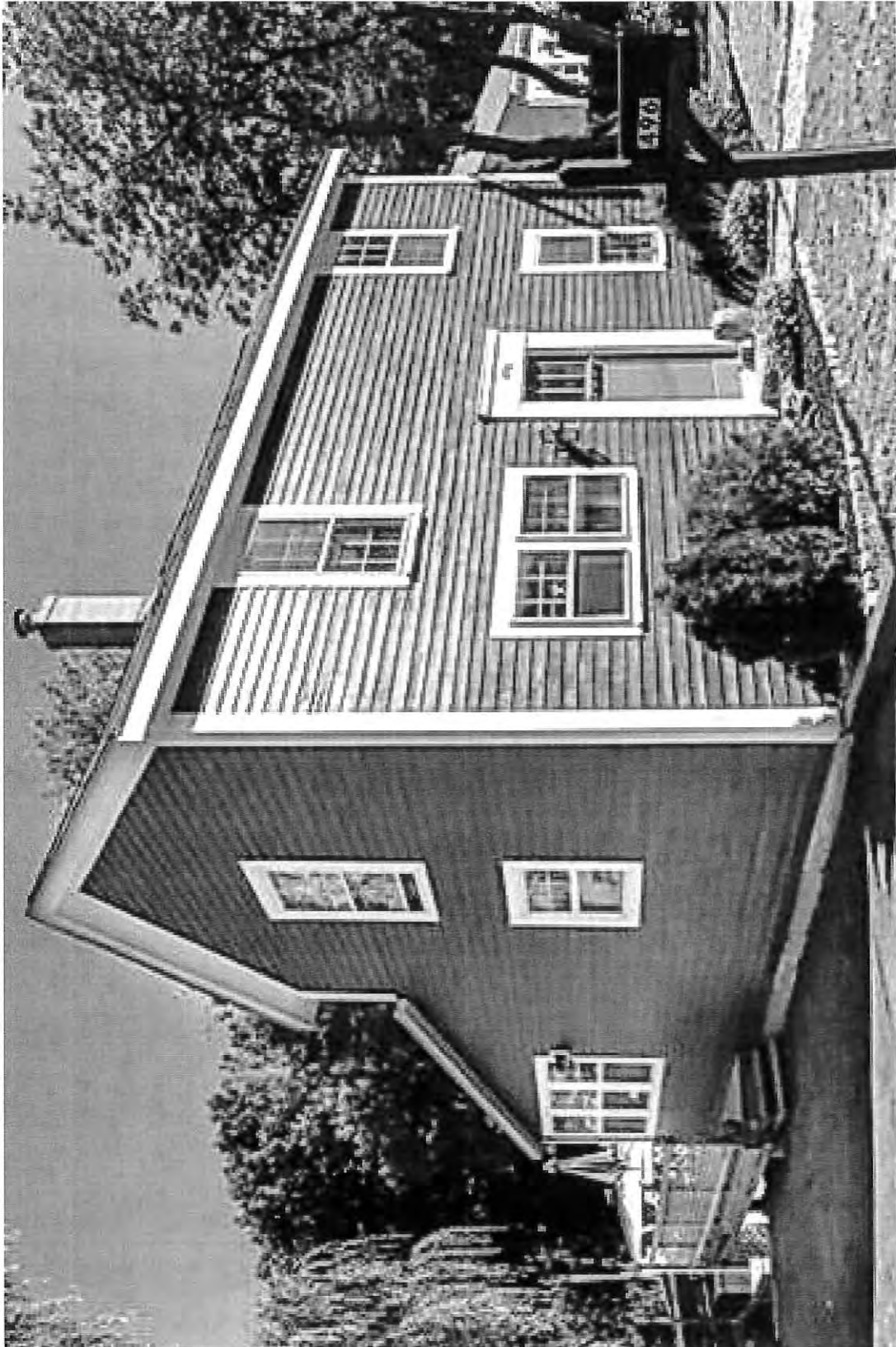


Photo 3. View looking northeast.

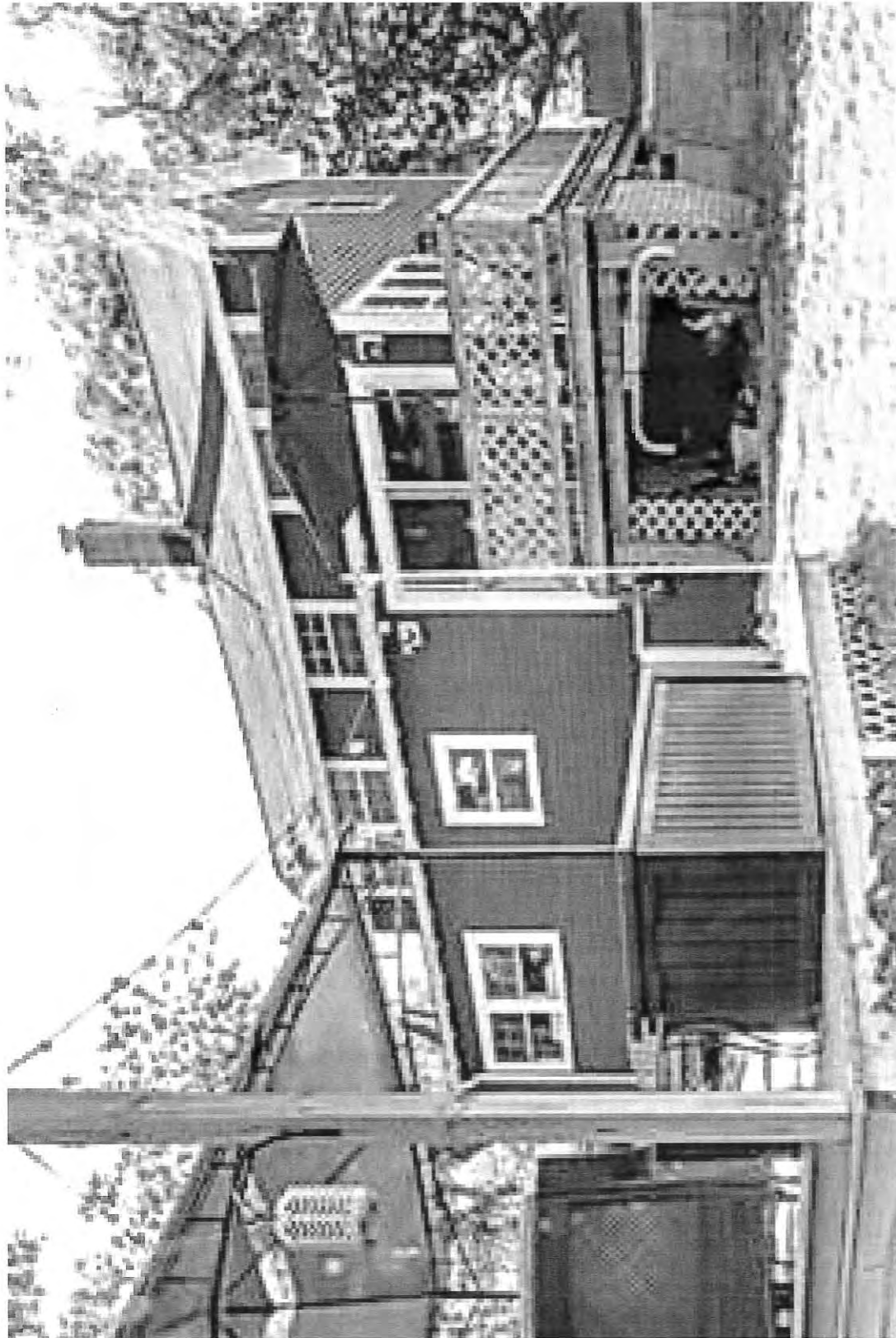


Photo 4. View looking southeast.

EXHIBIT D
 Newburyport Assessor Map for 496 Merrimac Street

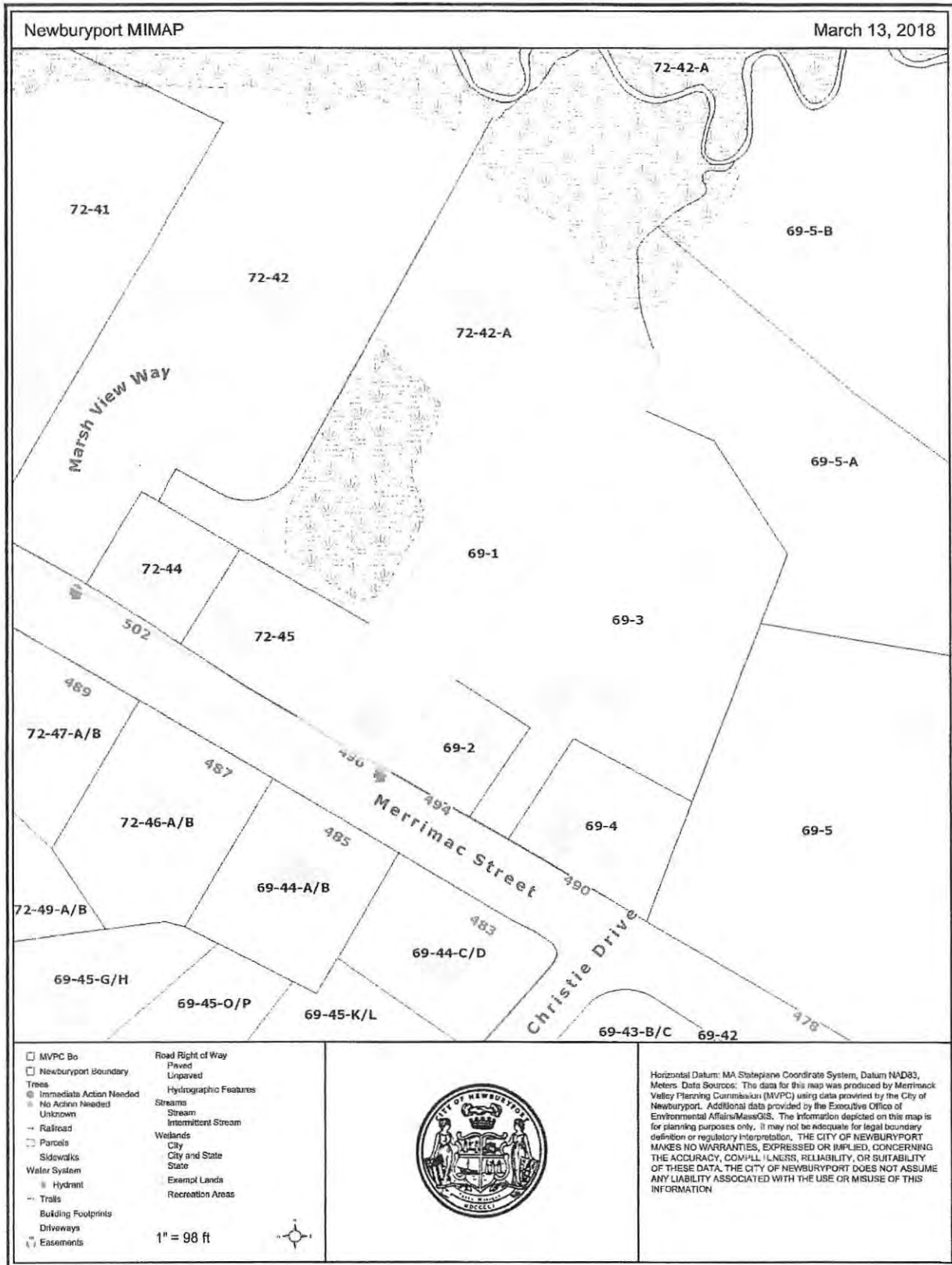


EXHIBIT E Restriction Guidelines

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, 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 ironwork, stone, 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 ELEVATIONS AND ROOF

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.

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 Property.

COMMITTEE ITEMS

JUNE 25, 2018
Committee on Budget & Finance

- **TRAN015_06_11_18** – Solid Waste Fee \$20K to Household Hazardous Waste \$20K.
- **TRAN016_06_11_18** – SEW Biosolids Disp \$90K to SEW Plant Chem \$90K.
- **TRAN017_06_11_18** – DPW Gas \$15K to DPS Highway – Fuel & Oil \$15K.
- **TRAN018_06_11_18** – Health Insurance \$85K to Fire Overtime \$85K.
- **TRAN019_06_11_18** – POL Maint – Maint – Vehicles \$6K, POL Fuel/Oil Vehicles \$18.5K, POL Ammunition \$4,081 to POL Vehicle Purchase/Lease \$28,581.
- **TRAN020_06_11_18** – Free Cash \$20,563 to Fire HVAC Replace \$20,563.
- **ORDR041_06_11_18** – Band Uniforms Gift Acceptance \$9,000.
- **TRAN012_05_29_18** – Wtr Ret Earn \$100,000, Swr Ret Ear \$375,000 to Budget Reserve (Rate Stabilization) as amended.
- **ORDR040_05_29_18** – Wheelabrator contract as amended.



City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 JUN -5 PM 1:54

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 6/11/2018

Transfer From:

Account Name	<u>Solid Waste Fee</u>	YTD Bal:	<u>\$ 318,544.06</u>
Account Number:	<u>2747-59600</u>	Trans In:	<u> </u>
Amount:	<u>\$35,000.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Available:	<u>Funded through compost and bulk sticker fees.</u>		
<u>This transfer is the standard method for moving funds from Reserve for Appropriations accounts into General Fund accounts.</u>			

Transfer To:

Account Name	<u>Resiliency Plan Technical Assistance</u>	YTD Bal:	<u>\$ -</u>
Account Number:	<u>New account</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$15,000.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Required:	<u>To provide technical assistance in writing the City's Resiliency Plan, currently being drafted by the ad-hoc Community Resiliency Committee. See attached explanatory memorandum.</u>		

Transfer To:

Account Name	<u>Household Hazardous Waste</u>	YTD Bal:	<u>\$ (16,728.28)</u>
Account Number:	<u>01519002-53424</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$20,000.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Required:	<u>To cover funding of hazardous waste account expenditures at the recycling center.</u>		

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

Donna D. Holaday
Ethan R. Manning

Date: 6/5/18
 Date: 6/5/18



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

JUN -5 PM 1:56

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

Donna D. Holaday
Donna

To: President Connell & City Councilors
Date: June 4, 2018
Re: Transfer request to develop Resiliency Plan for Newburyport and Plum Island
From: Donna D. Holaday, Mayor

As you may know, I convened a Community Resiliency Committee (CRC) in 2015 for the purpose of preparing our city for the devastating impacts that climate change/storm surge will bring upon us. The mission of the CRC is to analyze, coordinate and develop a plan in conjunction with regional planning efforts to increase community resilience related to impacts of climate change including sea level rise, storm surge, flooding and extreme weather events throughout the City. Further, the committee will advocate for and oversee implementation of the plan's recommendations.

As part of their efforts, they have worked on a number of federal and state grant projects that have focused on resiliency and adaptation measures, most notably the Great Marsh Coastal Adaptation Plan funded by the Hurricane Sandy Coastal Resiliency Competitive Grants Program and the more recent Municipal Vulnerability Preparedness (MVP) Community Resilience Building (CRB) Workshop provided by MA Executive Office of Energy and Environmental Affairs.

The Committee is now preparing to draft our city's own Resiliency Plan but need the assistance of a consultant in writing the final Plan. We request the City Council provide \$15,000 in the FY19 Budget to fund the services of a technical writer. This is a critical document that must be developed to place Newburyport in a competitive position for future resiliency grants. The Committee members will provide input and remain active in preparing the final Plan but they do not have the resources to do the writing themselves so they requested assistance.

Thank you for your consideration on this matter.



City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

BTP

JUN -5 PM 1:55

Department: DPS - SEWER DIVISION
Submitted by: Anthony Furnari, Director **Date Submitted:** 6/11/2018

Transfer From:

Account Name	<u>SEW Biosolids Disposal</u>	YTD Bal:	\$	<u>142,343.08</u>
Account Number:	<u>61440002 53040</u>	Trans In:	\$	<u>-</u>
Amount:	<u>\$90,000.00</u>	Trans Out:	\$	<u>-</u>
Why are Funds Available:	<u>An surplus is anticipated in this line item due to changes in processes at the wastewater treatment facility, which have resulted in reduced biosolids disposal costs.</u>			

Transfer To:

Account Name	<u>SEW Plant Chemicals</u>	YTD Bal:	\$	<u>(6,325.84)</u>
Account Number:	<u>61440004 54302</u>	Trans In:	\$	<u>-</u>
Amount:	<u>\$90,000.00</u>	Trans Out:	\$	<u>-</u>
Why are Funds Required:	<u>The addition of bioxide and magnesium hydroxide to the treatment process results in higher chemical costs. Bioxide is added to waste leaving Plum Island and assists with odor control. Magnesium hydroxide is added at the wastewater treatment plant to help maintain alkalinity control at the plant. The magnesium hydroxide is a recent addition to the treatment process and was not part of the various plant improvement projects.</u>			

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

Donna D Holaday
Eth Manning

Date: 6/5/18
 Date: 6/5/18



City of Newburyport FY 2018

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

BT

BUDGET TRANSFER REQUEST

JUN -5 PM 1:55

Department: DPS - HIGHWAY

Submitted by: Anthony Furnari, Director

Date Submitted: 6/11/2018

Transfer From:

Account Name	<u>RSV APP - DPW GAS</u>	YTD Bal:	\$	<u>98,336.58</u>
Account Number:	<u>2722-59600</u>	Trans In:	\$	<u>-</u>
Amount:	<u>\$15,000.00</u>	Trans Out:	\$	<u>128,223.00</u>
Why are Funds Available:	<u>This is the standard method of funding the DPS fuel and oil account. As City departments pay for gasoline, the funds are deposited into this reserve for appropriation account and then transferred into the fuel and oil expenditure account within the Highway budget to purchase more fuel.</u>			

Transfer To:

Account Name	<u>DPS Highway-Fuel and Oil</u>	YTD Bal:	\$	<u>5,108.75</u>
Account Number:	<u>01421004-54801</u>	Trans In:	\$	<u>-</u>
Amount:	<u>\$15,000.00</u>	Trans Out:	\$	<u>-</u>
Why are Funds Required:	<u>Funds are required by buy gasoline and oil that is used by City vehicles.</u>			

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

Donna D Holaday
Ethan R Manning

Date: 6/15/18
Date: 6/15/18



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
JUN -5 PM 1:55

City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 6/11/2018

Transfer From:

Account Name	<u>Health Insurance</u>	YTD Bal:	\$	<u>918,910.07</u>
Account Number:	<u>01914001-51700</u>	Category:	\$	<u>1,031,723.41</u>
Amount:	<u>\$85,000.00</u>	Trans I/O:	\$	<u>(39,960.00)</u>
Why are Funds Available:	<u>A surplus is anticipated in the health insurance line item at year-end.</u>			

Transfer To:

Account Name	<u>Fire Overtime</u>	YTD Bal:	\$	<u>(31,219.83)</u>
Account Number:	<u>01191002-53020</u>	Category:	\$	<u>341,050.55</u>
Amount:	<u>\$85,000.00</u>	Trans I/O:		
Why are Funds Required:	<u>The FY2018 appropriation for Fire Overtime was \$272,250. Overtime is predominantly used to cover paid time off, including vacation, sick and personal time. An additional \$85,000 is anticipated to pay overtime costs through year-end.</u>			

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

Donna D. Holaday
Ethan R. Manning

Date: 6/5/18
 Date: 6/5/18

01220001-51301	AS OF DATE: FY 18	YTD	EXPENDED
	Categories of overtime breakdown		
5.30.2018			
	VACATION DAY/NIGHT	\$	145,008.00
	PERSONAL DAY/NIGHT	\$	15,392.00
	ACTING LIEUTENANT	\$	2,293.00
	SICK COVERAGE	\$	62,455.00
	INJURY COVERAGE	\$	408.00
	BEREAVEMENT	\$	7,732.00
	DISPATCH COVERAGE	\$	-
	CALL BACK	\$	20,201.00
	STORM COVERAGE	\$	17,047.00
	TRAINING	\$	12,888.00
	MUTUAL AID	\$	14,897.00
	MEETINGS	\$	436.00
	FIRE ALARM	\$	-
	YANKEE HOMECOMING	\$	5,213.00
	MISCELLANEOUS	\$	18,994.00
	HAZMAT	\$	-
	REGULAR 3%	\$	7,071.00
	FIRES	\$	-
	STATION COVERAGE	\$	3,648.00
	GAS LEAK	\$	-
	BOAT	\$	1,918.00
	APPARATUS MAINTENANCE	\$	5,253.00
	TOTAL	\$	340,854.00



City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

JUN -5 PM 1:55

Department: Police Department
Submitted by: Mark R Murray, City Marshal **Date Submitted:** 6/11/2018

Transfer From:

Account Name	POL Maint-Vehicles	YTD Bal:	\$ 11,405.66
Account Number:	01210002-52403	Trans In:	\$ -
Amount:	\$6,000.00	Trans Out:	\$ -
Why are Funds Available:	<i>A surplus is anticipated in the Vehicle Maintenance line item at year-end due to a newer fleet, which requires fewer repairs.</i>		

Transfer From:

Account Name	POL Fuel/Oil Vehicles	YTD Bal:	\$ 22,806.79
Account Number:	01210004-54801	Trans In:	\$ -
Amount:	\$18,500.00	Trans Out:	\$ -
Why are Funds Available:	<i>A surplus is anticipated in the Fuel/Oil line item at year-end.</i>		

Transfer From:

Account Name	POL Ammunition	YTD Bal:	\$ 5,377.93
Account Number:	01210004-55801	Trans In:	\$ -
Amount:	\$4,081.00	Trans Out:	\$ -
Why are Funds Available:	<i>Every fiscal year the police department has 2 range trainings. One was completed in October. Upon scheduling the 2nd training it was discovered that the Seabrook Shooting Range was closed until further notice, therefore leaving a surplus in this line item. The department is in the process of locating a new shooting range for FY19.</i>		

Transfer To:

Account Name	POL Vehicle Purchase/Lease	YTD Bal:	\$ 0.91
Account Number:	01210008-58502	Trans In:	\$ -
Amount:	\$28,581.00	Trans Out:	\$ -
Why are Funds Required:	<i>Car 3, a 2008 Dodge Charger, is in need of replacement. The frame and wheel wells are rusting and has extraordinary maintenance costs that exceed the value of the vehicle. See attached memo.</i>		

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

Donna D. Holaday
Ethan R. Manning

Date: 6/5/18
 Date: 6/5/18



CITY OF NEWBURYPORT

POLICE DEPARTMENT

June 5, 2018

MARK R. MURRAY
CITY MARSHAL

To: City Council
From: City Marshal Mark Murray
RE: Transfer Request

4 GREEN STREET
NEWBURYPORT, MA 01950

TEL: 978-462-4411
FAX: 978-462-0396

The Police Department is requesting a transfer for the purchase of a new unmarked police vehicle, a 2017 Ford Police Interceptor. This vehicle will replace the current 2008 Dodge Charger administrative vehicle. We purchase administrative vehicles because they are assigned to one person and usually last a lot longer than a front line marked cruiser. The line item for purchasing cruisers is utilized to lease front line cruisers and is based on a 3 year term. The average cost of a cruiser is \$42,000.

There are no spare administrative cars right now in the event of a breakdown. The 2008 Dodge Charger is the oldest car in the police fleet. It is showing signs of wear and potentially unreliable. Specifically, one of the wheel wells is rusted through, the frame is rusting, and the lifters in the engine are knocking. This lifter knocking is a condition that was experienced with previously police-owned Dodge Chargers shortly before they were mechanically dead lined and taken out of service.

Mark Murray

City Marshal



City of Newburyport

FY 2018

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 JUN -5 PM 1:56

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 6/11/2018

Transfer From:

Account Name	<u>General Fund - Free Cash</u>	YTD Bal:	<u>\$ 663,160.77</u>
Account Number:	<u>01-35910</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$20,563.00</u>	Trans Out:	<u>\$ 1,830,378.23</u>

Why are Funds Available: The Massachusetts Department of Revenue certified Free Cash for FY2018 at \$2,493,539. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council. YTD balance includes all pending transfers.

Transfer To:

Account Name	<u>Fire HVAC Replacement</u>	YTD Bal:	<u>\$ -</u>
Account Number:	<u>New Account</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$20,563.00</u>	Trans Out:	<u>\$ -</u>

Why are Funds Required: The air conditioning system at the Fire Headquarters is an old R-22 refrigerant system, with hard to find and expensive parts. One of the condensers has a seized compressor, which would be costly to repair. Given the age of the system and the repairs needed to make it operational for the summer, a replacement of the system is recommended. Attached is an estimate provided to the department detailing the scope of work. The Chief has solicited other quotes as well.

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

Donna D. Holaday
Ethan R. Manning

Date: 6/5/18
 Date: 6/5/18

David Heating & Cooling
19 Church Street
Merrimac, MA 01860
978-346-4216

David Heating & Cooling

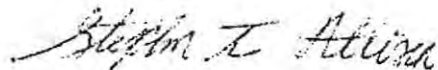
May 31, 2017

Deputy Steve Bradbury
Newburyport Fire Dept.
0 Greenleaf Street
Newburyport, MA.

Deputy Steve Bradbury,

The air conditioning system is on it's last legs. One of the condensers has a seized compressor. The rest of the air conditioning components are original to the building. Continuing to try to find parts for this old R-22 refrigerant system would be extremely expensive, and the air conditioning would be undependable at best. Upon a complete survey of the air conditioning system we have put together a compressive proposal to upgrade the air conditioning system for a great many years to come. If you have any questions, please give me a call at your earliest convenience. Also enclosed is a separate quote to install a heat recovery ventilator which would bring a measured amount of fresh air into the are conditioned areas.

Sincerely,



Stephen T. Allison

.....

PROPOSAL

DAVID HEATING & COOLING
19 Church Street
Merrimac, MA 01860
978-346-4216

Proposal Submitted to:

Name: Newburyport Fire Dept
Street: 0 Greenleaf Street
City: Newburyport
State: MA.
Telephone Number: 978-465-4427
Date: 5/31/18
1

Work to be performed at:

Street: 0 Greenleaf Street
City: Newburyport
State: MA

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the installation of replacement central air conditioning system.
The system is to be ten tons of cooling. (120,000 Btu/hr). The equipment supplied is two Heil five ton air conditioning condensers model # N4A360GKN modular blowers 13 seer 410A refrigerant with two matching five ton cased coils model # END4X60L24A.
All sheet metal transitions and fittings to connect new air handlers to existing ductwork.
All new refrigerant lines from the new Air Handler to the condensers.
Included is digging trenches, back filling and repairing walk way.
All electrical controls, hangers, hardware, necessary piping, tubing to complete installation.
Included is lightweight air conditioning condensing pads, condensate drains, wet switches, electrical controls, refrigerant and relays. Removal and disposal of old equipment and debris included.
All permits fees included.
Electrical wiring included.
Two-year warranty on workmanship and labor.
Three-year warranty on electrical component and component parts.
Limited five-year warranty on compressor.

All material is guaranteed to be as specified, and the above work to be performed and completed in a substantial workmanlike manner for the sum of (\$ 16,513.00) dollars due upon completion of quoted work the day of the job.

Any alteration or derivation from above specifications involving extra costs, to be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's compensation and Public Liability Insurance on above work to be taken out by David Heating & Cooling Inc.

Respectfully Submitted: Stephen T. Allison

Note- this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date
accepted:

Signature:

PROPOSAL

DAVID HEATING & COOLING
19 Church Street
Merrimac, MA 01860
davidheatingandcooling@gmail.com
978-346-4216

Proposal Submitted to:

Work to be performed at:

Name: Newburyport Fire Dept.
Street: 0 Greenleaf Street
City: Newburyport
State: MA.
Telephone Number: 978-465-4427
Date: 5/31/18
2

Street: 0 Greenleaf Street
City: Newburyport
State: MA.

We hereby propose to furnish all the materials and perform all the labor necessary for the installation of one new Honeywell Heat Recovery Ventilation System model # VNT5200H1000.

Also included is a new Humidistat. Fresh air and exhaust piping, electrical wiring and controls.

All ducting, hangers and hardware as needed included to complete the installation.

Two year warranty on workmanship and labor.

Three year warranty on parts.

All material is guaranteed to be as specified, and the above work to be performed and completed in a substantial workmanlike manner for the sum of (\$ 4,050.00) dollars due upon completion of quoted work the day of the job.

Any alteration or derivation from above specifications involving extra costs, to be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's compensation and Public Liability Insurance on above work to be taken out by David Heating & Cooling Inc.

Respectfully Submitted: Stephen T. Allison

Note- this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Date
accepted:**

Signature:

Bst

ORDR041 06 11 18

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 11, 2018

THAT, The CITY COUNCIL of the City of Newburyport accepts with gratitude a gift from the Music For Music Foundation in the amount of \$4,000.00 and a gift from the Newburyport Five Cents Savings Bank in the amount of \$5,000.00 for the purpose of purchasing new uniforms for the Newburyport High School marching band in accordance with M.G.L. Chapter 44, Section 53A.

Councillor Charles F. Tontar

Amendment to TRAN012_05_29_18.

The Newburyport City Council, upon recommendation of the Water and Sewer Commission, sets the FY19 water and sewer rates and service charges as indicated in the last column of the document entitled '**FY2019 Water/Sewer Rate Recommendation.**'



City of Newburyport FY 2018 BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 MAY 22 PM 12:21

Department: Mayor's Office

Submitted by: Donna D. Holaday, Mayor

Date Submitted: 5/29/2018

Transfer From:

Account Name	<u>Water Retained Earnings</u>	YTD Bal:	<u>\$ 1,769,560.00</u>
Account Number:	<u>60-35920</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$1,065,000.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Available:	<u>The Massachusetts Department of Revenue certified Retained Earnings for the Water Enterprise Fund for FY2018 at \$1,769,560. These funds are available for any legal expenditure with the approval of the Mayor and a majority vote of the City Council.</u>		

Transfer From:

Account Name	<u>Sewer Retained Earnings</u>	YTD Bal:	<u>\$ 1,131,128.00</u>
Account Number:	<u>61-35920</u>	Trans In:	<u>\$ -</u>
Amount:	<u>\$557,975.00</u>	Trans Out:	<u>\$ -</u>
Why are Funds Available:	<u>The Massachusetts Department of Revenue certified Retained Earnings for the Sewer Enterprise Fund for FY2018 at \$1,131,128. These funds are available for any legal expenditure with the approval of the Mayor and a majority vote of the City Council.</u>		

Transfer To:

Account Name	<u>Multiple Accounts (see attached)</u>	YTD Bal:	<u>\$ -</u>
Account Number:	<u>See attached</u>	Category:	<u>\$ -</u>
Amount:	<u>\$1,622,975.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Required:	<u>See attached spreadsheet.</u>		

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

Donna D. Holaday
Ethan R. Manning

Date: 5/22/18
Date: 5/22/18

Donna D. Holaday
CT/SE
AN

A.S. Amundson
Without 100 from Waks & 375K from Sewer
CT/AK
AN

<u>WATER</u>	<u>FY2015</u>	<u>FY2016</u>	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>FY2019</u>	<u>FY2019</u>	<i>Recommended</i> <u>FY2019</u>
				with rate stabilization	rate increase only	rate increase with csc increase	rate increase w/rate stabilization	rate & CSC increase w/rate stabilization
Rate Stabilization				\$0.00	\$0.00	\$0.00	\$100,000.00	\$100,000.00
Usage								
Tier One (0 to 3,000 CF)	\$4.74	\$5.57	\$5.57	\$5.57	\$5.91	\$5.68	\$5.77	\$5.54
Tier Two (>3000 CF)	\$5.49	\$6.31	\$6.31	\$6.31	\$6.67	\$6.43	\$6.53	\$6.29
					6%	6%	6%	6%
Service Charge (per Quarter)								
<u>Residential</u>								
Meter 1" or smaller	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$25.00	\$20.00	\$25.00
Meter Larger than 1"	\$101.05	\$101.05	\$101.05	\$101.05	\$101.05	\$125.00	\$101.05	\$125.00
<u>Non Residential</u>								
Meter 1" or smaller	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$30.00	\$25.00	\$30.00
Meter Larger than 1"	\$102.04	\$102.04	\$102.04	\$102.04	\$102.04	\$125.00	\$102.04	\$125.00
SEWER								<i>Recommended</i>
	<u>FY2015</u>	<u>FY2016</u>	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>FY2019</u>	<u>FY2019</u>	<u>FY2019</u>
Rate Stabilization	\$0.00	\$0.00	\$0.00	\$675,000.00	\$0.00	\$0.00	\$375,000.00	\$375,000.00
Usage								
Tier One (0 to 3,000 CF)	\$7.25	\$8.34	\$8.34	\$8.34	\$9.90	\$9.58	\$9.34	\$9.01
Tier Two (>3000 CF)	\$8.00	\$9.09	\$9.09	\$9.09	\$10.66	\$10.32	\$10.09	\$9.76
					16.80%	13.70%	10.80%	7.60%
Service Charge (per Quarter)								
Newburyport	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$25.00	\$18.00	\$25.00
Newbury	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$30.00	\$23.00	\$30.00
Newbury (P.I. District)	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$25.00	\$18.00	\$25.00
Average Annual Increase (7,750 cubic feet)	Water			\$0.00	\$26.00	\$28.00	\$15.18	\$17.35
	Sewer			\$0.00	\$121.25	\$99.00	\$77.85	\$80.28
Average Annual Charge	Water			\$512.00	\$538.00	\$540.00	\$527.18	\$529.35
	Sewer			\$718.00	\$839.25	\$817.00	\$795.85	\$798.28
Average Total Annual Charge				\$1,230.00	\$1,377.25	\$1,357.00	\$1,323.03	\$1,327.63



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: May 29, 2018
Subject: FY18 Water/Sewer Capital & Reserve Funding Requests

I am pleased to submit a FY2018 funding request to address high priority needs for the city's Water and Sewer Enterprise Funds. The request totals \$1,622,975 making key investments in infrastructure, equipment, and long-term planning for resiliency and water supply protection. Also included is a recommendation to utilize a portion of retained earnings to ease the rate increases needed for FY19. These funding items have been fully vetted and approved by the Water and Sewer Commission.

Enclosed hereto is a transfer request, along with detail on the sources and uses of funds. The funding request utilizes \$1,065,000 in Water Enterprise Fund Retained Earnings, leaving a balance of \$704,560. Likewise, this request draws down \$557,975 in Sewer Enterprise Fund Retained Earnings, leaving a balance of \$573,153. In addition to funding \$1,147,975 in high priority capital needs, this request earmarks \$475,000 for the purposes of mitigating the increases to water and sewer rates going into FY19.

In addition to the previously submitted capital funding requests, I feel that this FY18 funding request keeps us right on track with the FY18-22 CIP. I look forward to discussing these important needs in further detail when this request has been referred to the Budget and Finance Committee for their review.

Thank you for your consideration.

Transfer Requests to Fund FY2018 Water/Sewer Capital and Reserves
May 29, 2018

Transfer From:

Transfer To:

Account Name	Account Number	Amount	Account Name	Account Number	Amount
✓ Water Retained Earnings	60-35920	\$1,065,000.00	Budget Reserve (Rate Stabilization)	60-32801 <i>Am</i>	\$100,000.00
			Meter Replacement Program	3409-49700	\$50,000.00
			Water Main Replacement Program	3204-49700	\$325,000.00
			Route One Water Main Project	New	\$350,000.00
			Public Water Supply Protection	New	\$50,000.00
			Replace 9500 Linear Feet of 12-Inch Water Supply Line leaving WTP	New	\$100,000.00
			Replace Water Supply Line Leaving the Water Treatment Plant (WTP)	New	\$50,000.00
			Public Water Supply Resiliency Plan	New	\$40,000.00
✓ Sewer Retained Earnings	61-35920	\$557,975.00	Budget Reserve (Rate Stabilization)	61-32801 <i>Am</i>	\$375,000.00
			One-½ Ton Diesel Dump Truck with Plow	New	\$60,000.00
			10-Wheel Dump Truck - 3 year lease/purchase	New	\$47,975.00
			Feasibility Study – WWTF & Sewer System Resiliency P	New	\$75,000.00
Total		\$1,622,975.00	Total		\$1,622,975.00

Department	Need	Amount	Rationale
DPS - Water	Budget Reserve (Rate Stabilization)	\$100,000.00	The proposed FY19 budget for the Water Enterprise Fund is an increase of \$352,144 driven primarily by the inclusion of a mini-excavator with hydraulic hammer. In light of the budgetary increase combined with decreased water consumption, the Water and Sewer Commission recommends reserving \$100,000 in retained earnings for the purpose of stabilizing rates. The last rate increase was effective July 1, 2015 for FY16.
DPS - Water	Meter Replacement Program	\$50,000.00	The city conducted a system-wide meter replacement program in 2008 at a cost of over one million dollars. Given that the meters have a life expectancy of 12 – 15 years; it is recommended that \$50,000.00 be funded from the Water Enterprise Funds. New technology will also provide better tracking of water use by both the City and customers.
DPS - Water	Water Main Replacement Program	\$325,000.00	The Water Division continues its goal of making improvements to the aging water distribution infrastructure. In order to achieve this goal, the Division has developed a schedule of planned distribution replacements. In an effort to minimize the effect on the annual operating budget, funds are designated each year into Water Main Replacement Capital Project Fund.
DPS - Water	Route One Water Main Project	\$350,000.00	In order to maintain water quality and improve flow in the Route One traffic circle area, water mains on either size of the traffic circle must be connected. In order to accomplish this, trench work across Route One will be required to tie-in the two mains. This will result in the looping of the water mains. In addition, due to the location of the mains, state permitting will be required.
DPS - Water	Public Water Supply Protection	\$50,000.00	Work with West Newbury and Newburyport Engineering to update existing protection plan, review contributing tributaries and develop long term goals and plans as recommended by the Newburyport Reservoir Water Quality Study dated February 2016 and the January 2005 Artichoke Watershed Protection Plan.

Department	Need	Amount	Rationale
DPS - Water	Replace 9500 Linear Feet of 12-Inch Water Supply Line leaving WTP	\$100,000.00	Survey and design replacement of 9,500 linear feet of water main supplying the neighborhoods of Hoyt's Lane, Pine Hill Road and Spring Lane. This line is over 100 years old and originally supplied water from the Artichoke Pump Station to the Water Treatment Plant.
DPS - Water	Replace Water Supply Line Leaving the Water Treatment Plant (WTP)	\$50,000.00	Survey and design replacement of the City's main water supply line leaving the water treatment plant which was originally constructed in the 1800's. The Whittier Bridge Project constructed a new section from the WTP to a point just east of Route 95. This project will connect to that new line and replace the 120+ year old line that runs through Moseley Woods, approximately 2,000 linear feet.
DPS - Water	Public Water Supply Resiliency Plan	\$40,000.00	Bartlett Spring Pond, Lower Artichoke Reservoir Dam, and the Artichoke Pumping Station are vulnerable to flooding, storm surge, rising seas, and floodwaters from the Merrimack River. Preparations must be made to protect these vital systems from flood damage, especially in light of climate change impacts which bring more intense storms. Phases I and II would be the Resiliency Plan and Feasibility Study and Design phases.
DPS - Sewer	Budget Reserve (Rate Stabilization)	\$375,000.00	The proposed FY19 budget for the Sewer Enterprise Fund is an increase of \$333,239 driven by new debt service from the Hale/Graf Force Main Project, Odor Control Improvements Project and Graf Road Pump Station Project. In light of the increasing debt service for FY19, the Water and Sewer Commission recommends reserving \$375,000 in retained earnings for the purpose of stabilizing rates. The last rate increase was effective July 1, 2015 for FY16. In addition to the debt service increase, the consumption of water which is used to calculate both the water and sewer rates has decreased over the last several years.
DPS - Sewer	One-½ Ton Diesel Dump Truck with Plow	\$60,000.00	The purchase of the new one-½ ton diesel dump truck with plow will replace a 2006 Ford F550 which is in very poor condition. This vehicle is used daily for moving equipment, tools and plowing. Due to the current condition, this vehicle may need to be removed from service.

Department	Need	Amount	Rationale
DPS - Sewer	10-Wheel Dump Truck - 3 year lease/purchase	\$47,975.00	<p>The 10-wheel dump truck is used to haul sludge from the Wastewater Treatment Facility almost daily. The current vehicle is from 2004 and has exceeded its normal life due to the environment and the material being transported. Due to the replacement cost, a three-year lease/purchase plan of \$47,972.08/year is requested rather than the one-time full purchase price.</p>
DPS - Sewer	Feasibility Study – WWTF & Sewer System Resiliency Plan	\$75,000.00	<p>The request for funding the Feasibility Study and Design phase of the Wastewater Treatment Facility and Sewer System Resiliency Plan is considered a high priority. The Wastewater Treatment Facility and many of the City's sewer pumping stations are vulnerable to flooding, storm surge and rising seas. Preparations must be made to protect the facilities from flood damage especially in light of climate change impacts which bring more intense storms. The City has been working with other communities, as well as, with State and Federal agencies on this important issue.</p>
Total Funding		\$1,622,975.00	

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 29, 2018

THAT, The CITY COUNCIL of the City of Newburyport hereby approves the Amendment #1 entitled "Contract for Municipal Solid Waste Disposal" to the contract originally dated July 18, 2013 by and between the City of Newburyport and Wheelabrator North Andover, Inc., a Delaware Corporation.

Said contract is attached hereto and incorporated herewith and marked 'Amendment #1 TO CITY OF NEWBURYPORT.'

Councillor Barry N. Connell

11 11
A

**AMENDMENT #1 TO CITY OF NEWBURYPORT
CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

This Amendment #1 to the City of Newburyport Contract for Municipal Solid Waste Disposal is entered into as of May __, 2018, by and between the City of Newburyport, Massachusetts, a political subdivision of the Commonwealth of Massachusetts (the "Municipality") and Wheelabrator North Andover, Inc., a Delaware corporation ("Wheelabrator").

WHEREAS, the Municipality and Wheelabrator are parties to that Contract for Municipal Solid Waste Disposal dated July 18, 2013 (the "Contract"); and

WHEREAS, the parties now wish to amend the Contract on the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Contract.
2. Cover Page and Heading. The "July 1, 2013 through June 30, 2018" dates set forth on the cover page of the Contract and the subtitle on the page 1 of the Contract shall be amended and replaced with "July 1, 2013 through June 30, 2023."
3. Preamble. The June 30, 2018 expiration date in the preamble of the Contract shall be amended and replaced with June 30, 2023.
4. Section 2. Term of Contract. Section 2 of the Contract is hereby deleted in its entirety and replaced with the following:

The Contract shall commence work on July 1, 2013 and the Work shall continue through June 30, 2023.

The Municipality and the Contractor may by mutual consent renew the Contract for two (2) additional one (1) year terms. The renewal option shall be exercised by mutual consent, in writing within ninety (90) days of the expiration date of this Contract. The rate for each additional year will be subject to a 3.5% increase over the prior years' rate.

5. Section 15. A. Payment. The second paragraph of Section 15.A. of the Contract is hereby deleted in its entirety and replaced with the following:

The tipping fee shall be paid within thirty (30) days of the Municipality's receipt of a proper semi-monthly invoice and accompanying materials, as described below that includes the total tons of material delivered for the semi-monthly period, fee per ton, and total semi-monthly fee (tons X fee= total fee). The invoice shall also include the daily tonnage report of Acceptable Solid Waste delivered and accepted by the Contractor for the semi-monthly period invoiced.

6. Appendix A Contract Cost. Appendix A to the Contract is hereby deleted in its entirety and replaced by Appendix A attached hereto.
7. Appendix C Incentive. Appendix C to the Contract is hereby deleted in its entirety. Currently under review.
8. Appendix F Educational Programs, Tours and Community Outreach. Appendix F to the Contract is hereby deleted in its entirety.
9. No Other Changes. Except as specifically amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

[Signature Page Follows]

WITNESS the execution hereof as of the date first above written.

WHEELABRATOR NORTH ANDOVER, INC.

By: _____
Name:
Title:

CITY OF NEWBURYPORT

By: _____
Name:
Title:

Appendix A

Contract Cost

Year	Annual Tons	Tip Fee per Ton
7/1/2018-6/30/2019	5,000	\$67.35

Year	Annual Tons	Tip Fee per Ton
7/1/2019-6/30/2020	5,000	\$68.70

Year	Annual Tons	Tip Fee per Ton
7/1/2020-6/30/2021	5,000	\$71.25

Year	Annual Tons	Tip Fee per Ton
7/1/2021-6/30/2022	5,000	\$73.50

Year	Annual Tons	Tip Fee per Ton
7/1/2022-6/30/2023	5,000	\$75.75

CITY OF NEWBURYPORT

CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL

APPENDIX B MERCURY RECOVERY PROGRAM

1. Community based collection program/thermometer exchange

Each community has at least one and often two collection locations in the community. These locations are normally located at the Health Department and/or the Recycling Center on Crow Lane. A five-gallon plastic pail is at each location. Resident are encourage to bring items such as mercury thermometers, thermostats, switches, sphygmomanometers (blood pressure units) and other devices that contain mercury (Universal Waste) to these locations for safe disposal.

Each location is supplied with digital thermometers. When a resident brings in a mercury thermometer, they are given a new digital thermometer in exchange.

When the pail is full, the 800 number on the pail is called and the service provider, Enviro Safe, will come and pick up the pail and leave an empty.

2. School Clean Sweeps

Each school system is offered the Clean Sweeps Program in an effort to remove mercury and items containing mercury from the schools. Mercury items will be removed free of charge. Certain devices, such as lab thermometers, sphygmomanometers and barometers, will be replaced on a one to one basis.

3. Fluorescent Lamp Reimbursement Program

The fluorescent lamp reimbursement program is offered to each community. The program coordinator will assist the community in establishing a collection program for fluorescent lamps in the municipal buildings and schools. Some communities offer the program to small businesses and residents as well. All the bulbs are collected and shipped to a processor. The community is reimbursed 100% of the invoiced amount for the recycling of the fluorescent lamps.

Each community is offered an 8 foot by 10 foot storage shed for the storage of fluorescent lamps and other Universal Wastes. These sheds are valued at approximately \$2,300 each.

4. Button-Cell Battery Fund Raising Opportunity

Each community is offered a program for the collection of button-cell batteries. A local organization is identified. That group would place small collection boxes at appropriate locations in the community for the collection of button-cell batteries. Button-cell batteries are the small batteries commonly found in watches, hearing aides, cameras, etc. The local group will periodically collect the batteries from the collection sites and place them in the pail at the Health Department office. These batteries will be weighed when the pail is picked up and the group will received \$100 per pound, up to a maximum of \$500 in any calendar year.

CITY OF NEWBURYPORT

CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL

APPENDIX B

Continued

5. Thermostat Program

Each community is offered a program to notify contractors concerning the need to safely dispose of thermostats. This program is operated in conjunction with the Health and the Building Department. All costs of printing and mailing are covered by the program.

6. Bulk Collection

If a large quantity of elemental mercury is found in the City, the Mercury Recovery Program will remove the mercury free of charge.

7. Advertising

The Mercury Recovery Program conducts regional advertising on area radio stations such as WBZ and WEEI. Advertisements are also placed in the local newspapers promoting each community's specific program. Ads are also available in support of local Household Hazardous Waste Programs.

8. Additional Shed

Wheelabrator will supply an additional shed for each city for the use in collection and storage of mercury containing items or to be used during the Hazardous Waste Collection process. These sheds are supplied by Wheelabrator, used by the municipalities and replaced as needed by Wheelabrator.

CITY OF NEWBURYPORT

CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL

APPENDIX C

Hazardous Waste Clean Up Day

Wheelabrator will support one Hazardous Waste Clean Up Day in Newburyport each year for the duration of the contract. (Up to \$5000 per year). Advertising for this event will be included as part of the advertising for the Mercury Source Separation Program (see below).

From:

APPENDIX B

MERCURY RECOVERY PROGRAM

7. Advertising

The Mercury Recovery Program conducts regional advertising on area radio stations such as WBZ and WEEL. Advertisements are also placed in the local newspapers promoting each community's specific program. Ads are also available in support of local Household Hazardous Waste Programs.

CITY OF NEWBURYPORT

CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL

APPENDIX D

Sharps Collection Program

Wheelabrator will sponsor a sharps collection program in Newburyport. Wheelabrator will provide one kiosk per city and collect the sharps on an as needed basis. The cost of the Contract is inclusive of this program and the Municipality shall have the option each year to participate in this Program. Typically the kiosk will be located in a secure location at a local pharmacy, the fire station, the police station or the City's Health Department where it can be monitored. Location is to be determined and agreed upon by the Health Department and the Public Health Nurse.

JUNE 25, 2018
Committee Items-Public Safety

ODN12-3-26-18 - Amend Ch. 13, 13-26;

Comm049 6-11-18 - Block Party - Congress Street

Comm050 6-11-18 - Fill-the-Bood Drive for MDA

Comm051 6-11-18 - High Street Mile

Comm052 6-11-18 Coast to the Cure Bike Ride.

ODN42 6-11-18 Parking lot hours - Hale's Court

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 26, 2018

**AN ORDINANCE AMENDING CHAPTER 13 – TRAFFIC AND MOTOR VEHICLES,
SEC 13-26 DATA TO BE PURGED IN A TIMELY FASHION**

BE IT ORDERED, that:

The following double underlined text shall be inserted at the end of Sec.13-26 - Enforcement

It shall be the duty of officers designated by the city marshal to enforce the provisions of these regulations. Such officers are hereby authorized to direct all traffic either in person or by means of visible or audible signals in conformance with the provisions of these regulations, provided that in the event of a fire or other emergency to expedite traffic or safeguard pedestrians, officers of the police or fire departments may direct traffic, as conditions may require, notwithstanding the provisions of these regulations.

Additionally, it shall be the duty of parking enforcement officers designated by the parking clerk to enforce any parking regulations provided herein.

Finally, any Personally Identifiable Information (“PII”, e.g. license plate data) collected in the course of parking regulation enforcement via any means that does not result in a violation or warning shall be discarded within 24 hours of collection.

Councillor Sharif I. Zeid



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

ps

2019 JUN -1 AM 10:45

CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

BLOCK PARTY APPLICATION

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

DATE OF REQUEST: May 30, 2018

CONTACT INFORMATION

FIRST AND LAST NAMES: Jamie Chabot

MAILING ADDRESS: 4 Congress St. NBPT, MA 01950

PHONE NUMBER: 775-240-6836

E-MAIL ADDRESS: JamieChabot1@gmail.com

BLOCK PARTY INFORMATION

BLOCK PARTY DATE: August 4, 2018

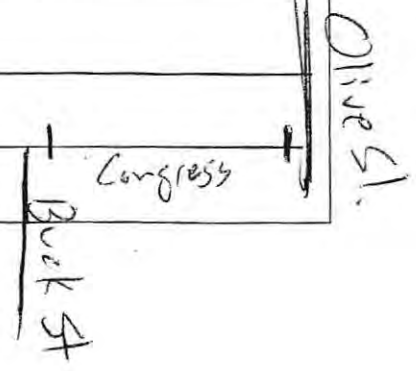
DESIRED STREET CLOSING LOCATION: Congress/Buck & Congress/Olive

Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED: Congress only

DESIRED STREET CLOSING TIME: 6:00P - 10:00PM

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



REGULATIONS

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

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

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

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

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

Applicant signature: _____ Date: _____

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHALL

4 Green Street

FIRE CHIEF

Greenleaf Street

DEPUTY DIRECTOR

1 Perry Way

CITY CLERK

60 Pleasant Street

R. L. [Signature]
State Dept. [Signature]
[Signature] 6/1/2018
[Signature]

City use only:

Approved _____ Denied _____ Date _____



REC'D
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 MAY 31 AM 9:56

Newburyport Firefighters Local 827
International Association of Firefighters

0 Greenleaf Street
Newburyport, MA 01950

To: Newburyport City Council

April 29, 2018

The Newburyport firefighters would like to ask permission to hold it's annual Fill-The-Boot Drive for the Muscular Dystrophy Association during the 2017 Yankee Homecoming Celebration. The location will be Market Square on Thu Aug 2, Fri Aug 3, and Sat Aug 4, 2018. All proceeds collected go directly to MDA. Thank you for your continued support.

Firefighter Michael Kent

MDA Chairman

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

Michael Kent: 978-360-1361

RECEIVED
COMMUNITY DEVELOPMENT'S OFFICE
NEWBURYPORT, MA
7:10 MAY 31 AM 9:59

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

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

NAME OF EVENT: FILL-THE-BOOT-for M D A

Date: AUG 2, 3, 4 Time: from 10 AM to 4 PM

Rain Date: _____ Time: from _____ to _____

2. Location: MARKET SQUARE

3. Description of Property: _____ Public Private _____

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

Contact Person MICHAEL KENT

Address: 0 Greenleaf St Telephone: 978 465 4427

E-Mail: Mkent@cityofnewburyport Cell Phone: _____

Day of Event Contact & Phone: _____

5. Number of Attendees Expected: N/A

6. MA Tax Number: N/A

7. Is the Event Being Advertised? YES Where? SOCIAL MEDIA / NEWSPAPER

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

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

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

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

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

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

Other _____ Total # _____

Name of Carnival Operator: N/A

Address: _____

Telephone: _____

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

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

If yes:

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

If no:

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

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

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

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR 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? _____

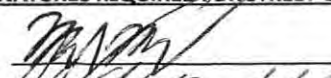
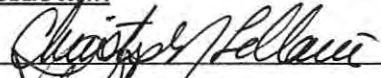
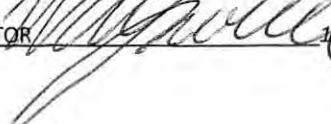

9. Formation Location & Time for Participants: _____

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:	_____	_____
___	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:** _____

NEWBURYPORT SPECIAL EVENT APPLICATION

CITY CLERK'S OFFICE
NEWBURYPORT, MA

Tel. _____

Fax. _____

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

NAME OF EVENT: 38th High Street Mile

Date: 8/5/18 Time: from 8:45 to 10:00

Rain Date: None Time: from _____ to _____

2. Location: High St. (Atholson Comm → High School)

3. Description of Property: _____ Public _____ Private _____

4. Name of Organizer: Mike McCormick City Sponsored Event: Yes _____ No

Contact Person

Address: 16 Norman Ave Nbpt Telephone: 978-382-0738

E-Mail: mamcc12@gmail.com Cell Phone: _____

Day of Event Contact & Phone: Same *see above*

5. Number of Attendees Expected: 500+

6. MA Tax Number: _____

7. Is the Event Being Advertised? Yes Where? Running magazines and websites Daily News

8. What Age Group is the Event Targeted to? 3-99

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 Given away to participants Beverages _____ Alcohol _____ Goods _____ Total # of Vendors _____

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

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____
Other NA 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? 4-5
- b) How many recycling receptacles will you be providing? 1-2
- 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 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)

4 Standard # 1 ADA accessible

Name of company providing the portable toilets: Bob's

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:

Winner's Circle Running Club, Sponsored by Institution for Savings

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

Mike McCormick 978-382-0738

16 Norman Ave

Newburyport

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

Same

4. Date of Event: 8/5/18 Expected Number of Participants: 500-600

5. Start Time: 9:00 (sign-up at 7:30) Expected End Time: 10:15

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

High Street. Atkinson Common / 'Three roads' to High School (NHS)

7. Locations of Water Stops (if any): None

8. Will Detours for Motor Vehicles Be Required? yes If so, where? Toppers Ln Kent St.

9. Formation Location & Time for Participants: Atkinson Common 7:30

10. Dismissal Location & Time for Participants: 10:00 - NHS grounds

11. Additional Parade Information:

NA

• 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 [Signature] 4 Green St.

FIRE CHIEF

[Signature] 6/4/18 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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2018

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 STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825	CONTACT NAME: Margaret Mayers	
	PHONE (A/C, No, Ext): (260) 467-5689 FAX (A/C, No): (260) 467-5691 E-MAIL ADDRESS: margaret.mayers@starfinancial.com	
INSURED Road Runners Club of America/2018 and Its Member Clubs, 1501 Lee Highway, Suite 140 Arlington VA 22209	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Casualty Company	11991
	INSURER B: Nationwide Life Insurance Co.	66869
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2018 \$1M A.I. 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		KRO0000007170900	12/31/2017 12:01 AM	12/31/2018 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Legal Liability to Participant \$1,000,000					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ Unlimited
	OTHER: Abuse & Molestation		Abuse and Molestation \$ 500,000	Aggregate \$5,000,000		
A	AUTOMOBILE LIABILITY		KRO0000007170900	12/31/2017 12:01 AM	12/31/2018 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
B	Excess Medical & Accident (\$250 Deductible/Claim)		SPX0000028554500	12/31/2017 12:01 AM	12/31/2018 12:01 AM	Excess Medical \$10,000
						AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 08/05/18 28th Annual High Street Mile INSURED RRCA CLUB/EVENT MEMBER: Winner's Circle Running Club, Attn: Jane Lemuth, 211 Elm Street, Salisbury, MA 01952

CERTIFICATE HOLDER 08/05/18 City of Newburyport 90 Pleasant Street Newburyport, MA 01950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Terry Diller/LKR <i>Terry R. Diller, CPCU</i>

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Neurofibromatosis Northeast

9 Bedford Street ~ Burlington, MA 01803

781-272-9936 ~ info@nfnortheast.org

www.nfnortheast.org

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2018 JUN - 1 AM 10: 26

Committee

Ben Buttrick &
Kevin McKelvey
Co-Chairpersons

Alex Cellucci
Kate Duff
Megan Duff
Peter Gentile
Chanda McKee
Elaine Powers
John Roy

May 30, 2018

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

Dear Mr. Jones,

On behalf of Neurofibromatosis Northeast, I am seeking permission once again to include your city in our route for the upcoming 8th Annual Coast to the Cure bike ride. Coast to the Cure takes place on Saturday, September 8, 2018. The ride starts and finishes from Stage Fort Park in Gloucester. The event consists of four prescribed routes (24, 40, 66 and 100 miles) encompassing 18 communities: Beverly, Ipswich, Wenham, Hamilton, Essex, Manchester, Georgetown, Groveland, North Andover, Boxford, Middleton, Topsfield, Rowley, Haverhill, Amesbury, Merrimac, Newbury and Newburyport.

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

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

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

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

Thanks so much for your consideration.

Sincerely,

Diana Flahive
Director of Operations and Events

Neurofibromatosis Northeast is a 501(c)(3) tax-exempt organization

An advocate for NF patients and families since 1988

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. 781-272-9936 Fax. 781-272-9937

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

NAME OF EVENT: Coast to the Cure NF Bike Ride

Date: 9/8/18 Time: from 6AM to 4PM

Rain Date: n/a Time: from _____ to _____

2. Location: starts & ends at Stage Fort Park Gloucester
route goes through Newburyport

3. Description of Property: public roads in Newburyport Public Private _____

4. Name of Organizer: Neurofibromatosis Northeast City Sponsored Event: Yes _____ No

Contact Person Diana Flahive

Address: 9 Bedford St. Burlington, MA Telephone: 781-272-9936

E-Mail: dflahive@nfnortheast.org Cell Phone: 617-777-5397

Day of Event Contact & Phone: Diana Flahive, 617-777-5397

5. Number of Attendees Expected: 50 people riding over 4 hour period

6. MA Tax Number: 04-3013709

7. Is the Event Being Advertised? yes Where? Facebook, posters, radio

8. What Age Group is the Event Targeted to? 25-65

9. Have You Notified Neighborhood Groups or Abutters? Yes No _____, Who? all 18
communities the route goes through

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 _____ n/a

If yes:

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

If no:

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

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

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

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE _____

WALKATHON _____

Bike Ride

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

New England Bio Labs + Dassault - main sponsors
NF Northeast

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

Northeast, 9 Bedford St, Burlington, MA 0803
781-272-9936

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

Diana Flumiv.
9 Bedford St Burlington, MA 617 7775397

4. Date of Event: 9/8/18

Expected Number of Participants: 50

5. Start Time: 8AM

Expected End Time: 4PM

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

chain bridge, Merrimack, Kent, Water,
ocean

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

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

9. Formation Location & Time for Participants: start/finish stage fort park

10. Dismissal Location & Time for Participants: ride should be Gloucester.

11. Additional Parade Information: n/a over by 4PM.

• Number of Floats: _____

• Locations of Viewing Stations: _____

• Are Weapons Being Carried: Yes _____ No

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

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

3 CITY MARSHAL [Signature] 4 Green St.

FIRE CHIEF [Signature] 0 Greenleaf St. 2

DEPUTY DIRECTOR [Signature] 16A Perry Way

CITY CLERK [Signature] 60 Pleasant St.

5/22/2018

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: 4/19/18 Signature: Diana Fehrs

- _____ 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.

Limitations

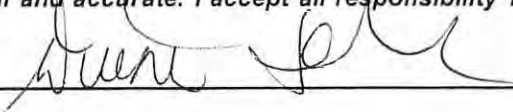
- (a) "Procedure" All road racing, walkathon, bicycle, or swimming events shall, through that event's organizer, board of directors, charity foundation or designee apply for authorization to hold the event through the Office of the City Clerk. The City Clerk upon review of the completed form will place 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:** 4/19/18

100.1 miles

Coast to the Cure 2017 - 100M

Leg	Dir	Type	Notes	Total
	←	Left	Turn left onto Western Ave	0.2
0.8	←	Left	Turn left onto Hesperus Ave	1.0
1.7	↑	Straight	Straight onto Norman Ave	2.7
0.4	↑	Straight	Continue onto Raymond St	3.0
0.5	←	Left	Turn left onto MA-127 S	3.5
2.0	→	Right	Turn right onto Forest St	5.5
0.7	←	Left	Turn left onto Mill St	6.2
0.7	←	Left	Turn left onto School St	6.9
1.0	→	Right	Turn right onto MA-127 S	7.9
2.0	↑	Straight	Continue onto West St	9.9
0.7	←	Left	Bear left onto Hale St	10.6
0.7	→	Right	Turn right onto Thissell St	11.3
0.2	↑	Straight	Bear right onto Common Ln	11.5
1.1	→	Right	Turn right onto Standley St	12.6
0.8	→	Right	Turn right onto Essex St/ Rt. 22	13.4
0.2	←	Left	Bear left to stay on Rt 22 N	13.6
1.2	←	Left	Turn left onto Grapevine Rd	14.8
0.7	←	Left	Slight left onto Larch Row	15.5
0.1	→	Right	Turn right onto Walnut Rd	15.6
1.2	→	Right	Turn right onto MA-1A N	16.8
0.2	←	Left	Turn left onto Asbury St	17.0
0.6	↑	Food	1st Rest Stop	17.6
0.4	→	Right	Turn right onto Highland St	18.0

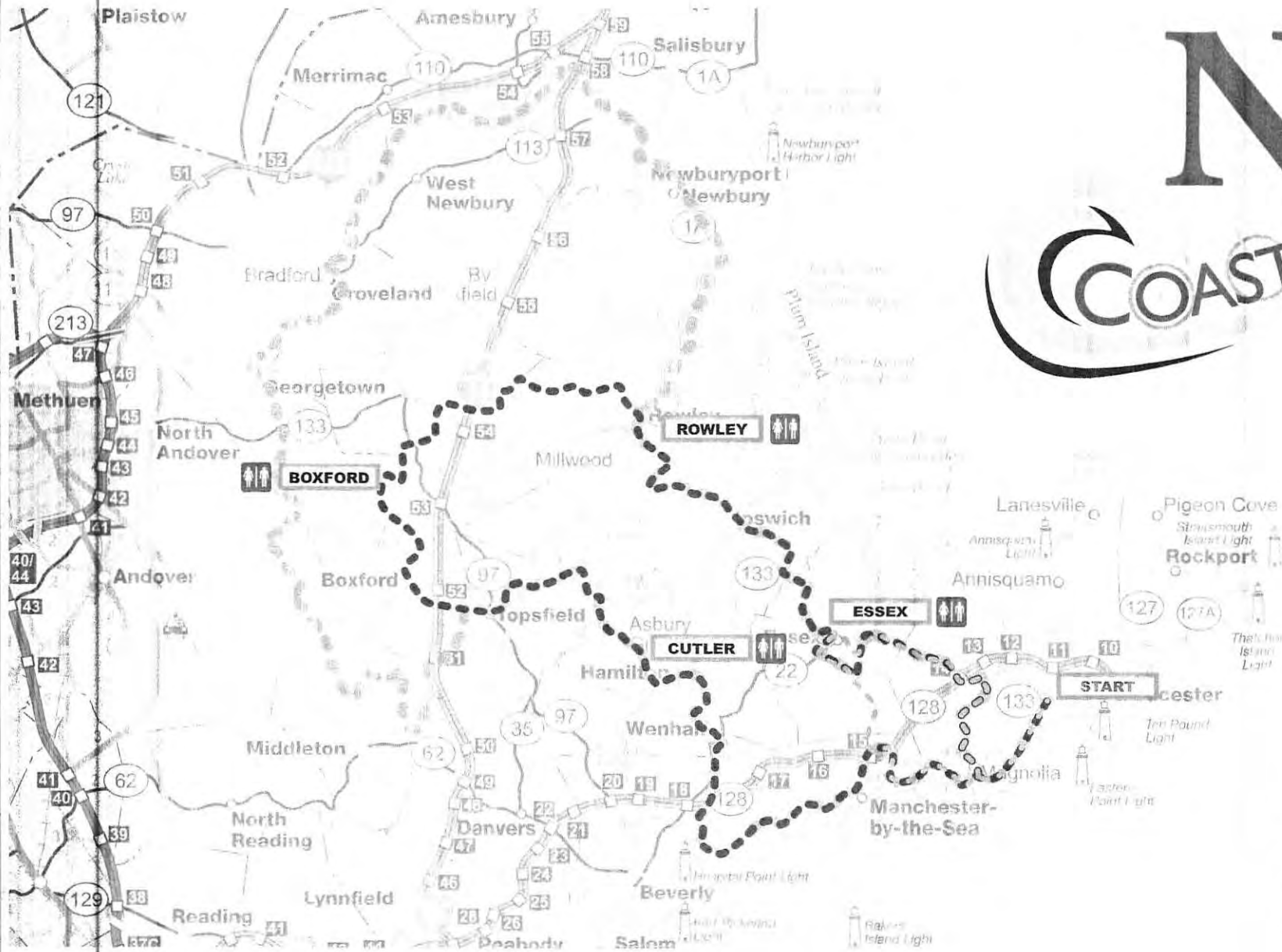
Leg	Dir	Type	Notes	Total
0.1	←	Left	Quick left onto Asbury St	18.1
2.9	←	Left	Turn left onto Ipswich Rd	21.0
1.3	↑	Straight	Cross Rt 1 (Be Careful!)	22.2
0.8	←	Left	Turn left onto Main St	23.1
0.3	→	Right	Turn right onto Washington St	23.4
0.8	←	Left	Turn left to stay on Washington St/ Endicott/ East	24.2
2.2	→	Right	Turn right onto Peabody St	26.5
1.2	→	Right	Turn right onto Liberty St	27.6
0.5	←	Left	Turn left onto School St	28.1
0.8	→	Right	Turn right onto Essex St	28.9
2.0	↑	Straight	Cross Sharpners Pond Rd - Continue on Salem St	30.9
1.2	→	Right	Turn right onto Ingalls St	32.1
0.5	←	Left	Turn left onto Forest St	32.6
1.3	←	Left	Turn left onto Boxford St	33.9
0.2	→	Right	Sharp right onto Foster St	34.2
1.3	↑	Straight	Bear left onto Winter St	35.4
1.4	→	Right	Turn right onto Dale St	36.8
0.1	←	Left	Turn left onto Glendale Rd	36.9
0.7	←	Left	Slight left onto Main St	37.6
0.3	↑	Straight	Cross Washington St	37.9
0.2	↑	Water	2nd Rest Stop (Fire Station)	38.2
1.9	→	Right	Turn right onto Lily Pond Rd	40.1
0.8	↑	Straight	Bear left onto Boxford Rd	40.9
0.4	→	Right	Bear right onto S Cross Rd	41.3
0.7	→	Right	Turn right onto Salem St	42.0

Leg	Dir	Type	Notes	Total
0.5	←	Left	Turn left onto Center St	42.6
3.0	←	Left	Continue onto Center St (Cross 7 Star Rd)	45.6
2.1	←	Left	Turn left onto Ash St	47.7
0.7	→	Right	Turn right onto Meeting House Hill Rd	48.3
0.5	←	Left	Turn left onto Bachelor St	48.9
0.6	→	Right	Turn right onto MA-113 E	49.4
1.0	←	Left	Turn left onto Coffin St	50.4
0.9	↑	Straight	Continue onto River Rd	51.3
2.2	←	Left	Turn left onto Church St	53.5
0.1	→	Right	Bear right to stay on Church St	53.6
1.0	→	Right	Turn right onto MA-113 W	54.6
3.4	→	Right	Turn right onto Orchard Ave	58.0
0.0	←	Left	Turn left onto Old Ferry Rd	58.0
0.5	→	Right	Turn right onto E Broadway	58.5
3.6	↑	Water	3rd Rest Stop	62.1
0.2	↑	Straight	Continue onto E Main St	62.3
0.1	←	Left	Turn left onto River Rd	62.4
1.8	↑	Straight	Continue onto Middle Rd	64.3
0.4	→	Right	Turn right onto Skunk Rd	64.7
0.4	↑	Straight	Continue onto Pleasant Valley Rd	65.1
2.7	↑	Straight	Continue onto Merrimac St	67.7
0.4	→	Right	Turn right onto Main St	68.2
0.8	↑	Straight	Continue onto Evans Pl	68.9
0.2	↑	Straight	Continue straight onto Main St	69.2
0.4	↑	Straight	Continue onto Spofford St (X Chain Bridge)	69.5

Leg	Dir	Type	Notes	Total
0.2	↑	Straight	At the traffic circle, take the 3rd exit onto Merrimac St	69.7
1.8	→	Right	Turn right onto Kent St	71.5
0.3	←	Left	Turn left onto High St/ Rt 1A-S	71.9
8.6	↑	Water	4th Rest Stop	80.5
1.6	→	Right	Turn right onto Mile Ln	82.0
0.8	←	Left	Turn left onto Linebrook Rd	82.8
1.8	→	Right	Bear right onto Lord Square/ Rt 1A-S	84.6
0.4	↑	Straight	Continue onto S Main St	85.0
0.3	→	Right	Bear right to stay on Rt 1A-S	85.3
0.1	←	Left	Turn left onto Argilla Rd	85.4
1.8	→	Right	Turn right onto Northgate Rd	87.2
0.7	←	Left	Turn left onto MA-133 E	87.9
0.7	→	Right	Turn right onto Choate St	88.6
0.3	←	Left	Turn left onto Belcher St	88.9
1.2	←	Left	Turn left onto Story St	90.2
0.3	↑	Straight	Continue onto Winthrop St	90.5
0.3	→	Right	Turn right onto Martin St	90.8
0.0	←	Left	Turn left onto Shepard Dr	90.8
0.0	↑	Water	5th Rest Stop	90.8
0.0	←	Left	Turn left onto Martin St	90.8
0.7	←	Left	Turn left onto Apple St	91.5
1.3	←	Left	Turn left onto Southern Ave	92.9
0.8	→	Right	Turn right onto School St	93.6
0.2	←	Left	Turn left onto Grove St	93.8
0.1	→	Right	Turn right onto Eastern Ave	93.9

Leg	Dir	Type	Notes	Total
5.8	→	Right	Slight right onto Kent Cir	99.7
0.1	↑	Straight	Continue onto Western Ave	99.8
0.0	←	Left	Turn left onto Hough Ave	99.9

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



NF

COAST TO THE CURE

ROUTES

Century - - - Orange

66 Miles - - - Blue

24 Miles - - - Green

Cutler School, 237 Asbury Street, Hamilton, MA, 7AM - 11AM, accessible on the medium and long route.

West Boxford Fire Station, 585 Main Street, Boxford, MA 9AM - 1PM, accessible on the long route.

Rowley Town Common, in between streets Summer and Main, 10AM - 2:30PM, accessible on the medium and long routes.

Memorial Park, 24 Martin Street, Essex, 8:30AM - 3PM, accessible on all three routes.



CERTIFICATE OF LIABILITY INSURANCE

NEURO-2

OP ID: ST

DATE (MM/DD/YYYY)
06/22/2017

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 T F Ward Insurance Agency, Inc 403 Franklin Street Melrose, MA 02176 Thomas Ward Insurance	Phone: 781-665-2990 Fax: 781-665-8703	CONTACT NAME PHONE (A/C, No, Ext) E-MAIL ADDRESS	FAX (A/C, No)
INSURED NEUROFIBROMATOSIS, INC. Karen Peluso 9 Bedford St Burlington, MA 01803		INSURER(S) AFFORDING COVERAGE	NAIC # 40282
		INSURER A The Hartford	
		INSURER B Foremost Insurance Company	
		INSURER C Travelers	
		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	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
TR		INSR	INSD		(MM/DD/YYYY)	(MM/DD/YYYY)	
	GENERAL LIABILITY						
B	COMMERCIAL GENERAL LIABILITY CLAIMS MADE			PPS40720634	06/27/2017	06/27/2018	EACH OCCURRENCE DAMAGE (IDENTIFIED PREMISES) \$ 2,000,000 MULTIPLE OCCURRENCE \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS & COMPOUNDS \$ 4,000,000
	X Business Owners						
	LINE AGGREGATE LIMIT APPLIES PER POLICY						
	AUTOMOBILE LIABILITY						
	ANY AUTO ALL OWNED AUTOS NON-OWNED AUTOS		SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$
B	UMBRELLA LIAB EXCESS LIAB			PPS40720634	06/27/2017	06/27/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	DED X INTENTIONS 0						
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY			08WECKH3323	06/27/2017	06/27/2018	WORKERS COMPENSATION \$ 1,000,000 EMPLOYERS LIABILITY \$ 1,000,000 EMPLOYERS POLICY LIMIT \$ 1,000,000
C	Directors/officers			106101201	05/13/2015	05/13/2018	1,000,000

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

City of Newburyport is listed as additional insured.
Coast to the Cure Bike Ride, 9/9/17

CERTIFICATE HOLDER

NEWBURY

City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Cassandra G. Green

From: Diana Flahive <dflahive@nfnortheast.org>
Sent: Wednesday, June 06, 2018 9:55 AM
To: Cassandra G. Green; 'Diana Flahive'
Cc: Richard Jones
Subject: RE: Coast to the Cure - 9/8/18
Attachments: Newburyport.jpg

You will find it attached and notice it expires at the end of this month and I will be getting all new ones to issue you then.

From: Cassandra G. Green [mailto:CGreen@CityofNewburyport.com]
Sent: Wednesday, June 06, 2018 9:53 AM
To: Diana Flahive (dflahive@nfincne.org)
Cc: Richard Jones
Subject: Coast to the Cure - 9/8/18

Hello Diana,

Could you please forward a copy of your current certificate of liability insurance naming the City of Newburyport as an additional insured? We need this to complete your application.

Kind regards,

Cassandra M. Green
Administrative Assistant II
City Clerk's Office

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PS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

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

Date: June 11, 2018

THAT pursuant to the CITY OF NEWBURYPORT Code of Ordinances Section 13-181 (a) 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 13-181(a) Parking Lots

Amend existing Section (a) as follows, with deletions ~~double-stricken-through~~, and additions double-underlined:

(7) Hales Court Lot.

Councillor Jared J. Eigerman