

CITY COUNCIL MEETING AGENDA - VERSION 1

REMOTE
JULY 30, 2020

7:30PM

1. Call to Order

2. Communications

- COMM252_07_30_2020 Ltr re: Face Masks in public

3. Orders

- ORDR200_07_30_2020 Crosswalk Order
- ORDR201_07_30_2020 Intermunicipal Agreement; Amesbury and Newburyport CDBG

4. Ordinances

- ODNC060_07_30_2020 Parking on Plum Island w/ Emergency Preamble
- ODNC061_07_30_2020 Amendment to Ch. 11 Parks and Recreation for Covid-19

5. Reports by Standing and Ad Hoc Committees

6. Good of the Order

7. Adjournment

Zoom Details:

<https://us02web.zoom.us/j/85064050482>

Or iPhone one-tap :

US: +13017158592,,85064050482# or +13126266799,,85064050482#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1
669 900 9128

Webinar ID: 850 6405 0482

COMMUNICATIONS

From: **Margie walentuk** <mwalentuk@gmail.com>
Date: Mon, Jul 27, 2020 at 6:46 AM
Subject: Masks in community

Dear Council President Connell and Distinguished Council Members,

The purpose of this email is to help in the formulation of a plan to address tourists entering the city, mandatory wearing of masks when social distancing is not possible including city officials, keeping our city residents safe and our Covid numbers down.

As a public health nurse and psychiatric nurse practitioner and former business owner in the community, I am very passionate about the health and safety of our community and its residents,

Thank you,

Margery Walenrtuk
24 Warren St.
978-609-1681

ORDERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

July 30, 2020

ORDERED:

THAT the CITY COUNCIL of the CITY OF NEWBURYPORT hereby amends the existing list of crosswalks as identified by the Department of Public Services and marked throughout the City of Newburyport by adding the following:

1. Christie Drive (West) and Merrimac Street
2. Christie Drive (East) and Merrimac Street
3. Moulton Street and Merrimac Street
4. Plummer Avenue and Merrimac Street
5. Ashland Street and Merrimac Street
6. Water Street, mid-block from 50 Water Street to 74 Water Street

AND that the City Clerk and Department of Public Services shall maintain this list and make the same available to the public.

AND furthermore the City Clerk shall post this list on the appropriate City website.

Councillor Christine Wallace

Councillor Jared J. Eigerman

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

July 30, 2020

THAT the City Council of the City of Newburyport approves the Intermunicipal Agreement between the Cities of Amesbury and Newburyport regarding the joint administration of the CDBG-CV grant. Said Intermunicipal Agreement is attached hereto and incorporated herein and marked as Attachment 'A'.

Councillor Heather Shand



INTERMUNICIPAL AGREEMENT
BETWEEN THE CITIES OF
AMESBURY AND NEWBURYPORT

This Agreement is made and entered into this ___ day of ___, 2020, in accordance with the provisions of Massachusetts General Laws, Chapter 40, section 4A, by and between the City of Amesbury, acting by and through its Mayor and authorized by its City Council, and the City of Newburyport, acting by and through its Mayor and authorized by its City Council (collectively referred to as the “Cities”).

WHEREAS, the Cities applied jointly for a CDBG-CV grant through the Massachusetts Community Development Block Grant (“CDBG”) program funds to address impacts upon local businesses due to the COVID-19 pandemic; and

WHEREAS, it is the intent of the Cities to utilize the grant funds to create a Microenterprise Grant Program that will provide businesses with grants of up to \$10,000 to directly address the most pressing concerns related to the COVID-19 crisis as indicated in a business survey, to include cash flow, paying rent/mortgage, and technical assistance; and

WHEREAS, on July 11, 2020 the City of Amesbury was informed by the Commonwealth’s Department of Housing and Community Development (“DHCD”) that a CDBG-CV grant in the amount of \$800,000 had been awarded; and

WHEREAS, the Cities wish to enter into this agreement to establish a process for the joint administration of the CDBG-CV grant for the benefit of both Cities as set forth in this Agreement; and

WHEREAS, the Cities shall work together to create the program guidelines and application process, in accordance with guidelines provided by DHCD; and

WHEREAS, each of the Cities has been authorized to enter into this Agreement by votes of their respective City Council in accordance with the provisions of G.L. c. 40, §4A.

NOW THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the Cities agree as follows:

1. Amount of Award: The total amount awarded to the Cities pursuant to the joint application is \$800,000. The terms of the DHCD grant are incorporated into this Agreement by reference and shall govern the use of those funds. The grant funding will be expended by each City as stipulated in the CDBG-CV Grant Award Contract with DHCD which has been set forth in the table below:

Budget Item	Requested Amount	Other Sources (In-kind)	Total
Salaries			
Amesbury OCED Director (3% of		\$3,000	\$3,000

FTE @ \$100,000)			
Newburyport Chief of Staff (1% of FTE @ \$87,367)		\$876	\$876
Program Manager (\$86.06/hour x 20 hours/week x up to 52 weeks)	\$89,503		\$89,500
Amesbury Finance Staff (2% of FTE @ \$70,000)		\$1,400	\$1,400
Supplies/Printing	\$1,500		\$1,500
Grants to businesses in Amesbury	\$354,500		\$354,500
Grants to businesses in Newburyport	\$354,500		\$354,500
TOTAL	\$800,000	\$5,276	\$805,276

2. Lead Community: The City of Amesbury will serve as the lead community and will be responsible for:

- Procurement and oversight of the grant contracted Program Manager (PM) (through the Office of Community and Economic Development (“OCED”)).
- Grant disbursements (payments) to be issued by the City Treasurer.
- Maintaining detailed grant records (financial, administrative and programmatic)
- Any reporting or administration with DHCD
- Financial Management
- Website hosting
- Office space, work station for CDBG Program Manager

3. Program Manager: The procurement of the Program Manager must specify that the PM shall:

- Be operationally responsible for all grant management activities;
- Work under the direction of, and frequently provide reports to, the OCED Director;
- Ensure compliance with DHCD Guidelines;
- Complete any required reporting to DHCD; and
- Maintain separate accounting of grant funding for each City, including eligible business grant awards, PM hours worked for each City.

4. Distribution of Grant Funds: The Project Manager shall administer and oversee the program so as to ensure that grant funds are equally distributed between businesses within each of the Cities to the maximum extent possible.

- The funds designated for each City in Section 1 above shall be used as specified and in no event shall the funds designated for grants to eligible businesses in one City be used or drawn upon for businesses in the other City.
- Each City shall work with the PM to allocate the maximum grant funds to eligible businesses within that City.
- To the extent that the allocation of funding to the PM for services for one City is not exhausted, the PM shall work with that City to reallocate those remaining funds for grants to eligible businesses within that City.

- The PM will notify the point of contact for each City prior to a grant being awarded to an eligible business within that City.

5. Reporting: The City of Amesbury will provide monthly reports to the City of Newburyport on the grant process. In addition, the Cities agree to hold bi-weekly meetings for the purpose of receiving updates from the Program Manager to include but not be limited to program oversight, expenses, and funding distribution.

6. Point of Contact: For the purpose of receiving updates and reports as set forth in this Agreement, the Cities have established points of contact as follows:

For the City of Amesbury: Angela Cleveland
Director of Community and Economic
Development

For the City of Newburyport: Matt Coogan
Chief of Staff

7. Liability: The Cities shall each be liable for the negligent or intentional acts of their officials and employees, and shall hold each other harmless from any claims or demands arising therefrom.

8. Term: This Agreement shall commence on the date first entered above and shall continue for a period of eighteen (18) months, provided, however, that the term shall be extended until the disbursement of all CDBG-CV Funds to the Cities as stipulated in the CDBG-CV Grant Award Contract with DHCD.

9. Assignment: No party shall assign, sublet or otherwise transfer its rights under this Agreement, in whole or in part, without the prior written consent of the other party.

10. Amendments: This Agreement shall not be modified or amended except by a written document executed by the Mayors for each City.

11. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

12. Severability: If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

13. Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

CITY OF AMESBURY

CITY OF NEWBURYPORT

Kasandra Gove, Mayor

Donna Holaday, Mayor

ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

July 30, 2020

AN EMERGENCY ORDINANCE TO AMEND AN ORDINANCE ENTITLED TRAFFIC AND MOTOR VEHICLES

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

EMERGENCY PREAMBLE:

WHEREAS on March 10, 2020, due to the worldwide COVID-19 virus pandemic and pursuant to the Chapter 639 of the Acts of 1950, as amended, and Section 2A of Chapter 17 of the Massachusetts General Laws, Governor Charles D. Baker issued a proclamation that there exists in the Commonwealth of Massachusetts a state of emergency, among other things, discourages large gatherings of people and requires social distancing;

WHEREAS there are a great number of persons attempting to park on Plum Island to use its beach and parking enforcement is desirous of an increase in the parking fine commensurate with the neighboring Town of Newbury;

WHEREAS the City Council finds that these conditions create an emergency, specifically the immediate and present danger to the health and well-being of the people of Newburyport posed by contagion of the COVID-19 virus;

Chapter 13 TRAFFIC AND MOTOR VEHICLES

Article IV Specific Street Schedules

Division 6 Stopping, Standing, and Parking

Amend 13-Sec. 166, with deletions ~~double-stricken through~~, and additions double-underlined.

Sec. 13-166 – Amendment, Additions and Deletions by Order

In order to efficiently and expeditiously address parking issues within the City of Newburyport, any and all amendments, additions and deletions to these sections contained in division 6 ~~shall~~ may be by order of the council, and, furthermore, the clerk's office shall maintain a list of said amendments, additions and deletions and post the same on the appropriate page of the City of Newburyport website.

Add a new Sec. 13-183a. Plum Island Parking with deletions ~~double-stricken through~~, and additions double-underlined.

Sec. 13-183a. Plum Island Parking

Any person who shall park a vehicle unlawfully on Plum Island shall be subject to a parking fine of fifty (\$50.00) dollars. Handicap Parking violations are specifically excluded from this section.

Councillor Sharif I. Zeid

CITY OF NEWBURYPORT



 IN CITY COUNCIL

ORDERED:

July 27th, 2020

AN TIME-LIMITED ORDINANCE TO AMEND CHAPTER 11 OF THE MUNICIPAL CODE REGARDING PARKS AND RECREATION IN RESPONSE TO THE COVID-19 PANDEMIC

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

Add to Chapter 11, Subsection 11-7, a New Subsection C – “COVID19 Parks Permitting” to read as follows:

In response to the COVID-19 pandemic, the City Council, in consultation with the Parks Commission, establishes a fee of \$0/hour in certain cases defined as follows:

- A) Recurring use of the following Parks:
- a. Cashman Park Ballfield
 - b. Perkins Park Ballfield
 - c. Cashman Park Soccer Field
 - d. Cherry Hill Soccer Field Parcel A
 - e. Cherry Hill Soccer Field Parcel B
 - f. Bradley Fuller Park Infield
 - g. Bradley Fuller Park North Field
 - h. Woodman Park Multi-Use Field
 - i. Cashman Park Tennis
 - j. Perkins Park Tennis
 - k. Bartlet Mall Basketball Courts
 - l. Cashman Park Basketball Court
 - m. G.W. Brown School Playground Basketball
 - n. Perkins Park Basketball Courts
 - o. Woodman Park Basketball Courts
 - p. Atkinson Common, Lower, Founders Field
 - q. Atkinson Common, Lower, Pepe Field
 - r. Atkinson Common, Lower, Hawkes Field
 - s. Atkinson Common Tennis
 - t. Brown Square
 - u. Atkinson Common, Upper
 - v. Atkinson Common, Lower
 - w. Atwood/Garrison Gardens
 - x. Bartlett Mall (other than athletic fields or courts)
 - y. Cashman Park (other than athletic fields or courts)
 - z. Moseley Woods Pavilion
- B) 5 or fewer weekdays in any given week
- C) No more than 2 hrs. on any given day
- D) No tents or structures of any kind, temporary or permanent, are permitted

- E) Requests for usage on any weekend day may not be permitted under this subsection
- F) No more than 20 participants maximum (subject to other laws and regulations promulgated by other entities)

Any permit being requested under this specific subsection shall be made to the Parks Commission or its designee, which shall render a decision on the application within 7 days, with an application that shall include the following at minimum:

- A) Identification of the individual or organization
- B) Primary contact with contact information (including physical mailing address, phone number, and the cellphone number of the primary contact)
- C) A list of specific dates and time slot(s) requested
- D) A description of the proposed use
- E) A valid insurance binder with a minimum of \$1M of coverage indicating that the City of Newburyport is an additional named insured without limitation or any other additional requirement.

For the purposes of clarity, this subsection alters fees and permitting in specific cases for a defined period of time overriding 11-5v, 11-7 (specifically Group C) but shall not be construed to alter, eliminate, or supersede any other aspect of Chapter 11 or any rules promulgated by the Parks Commission.

Applicants are on notice that these are requests for fee-free usage of public Parks which belong to the residents of Newburyport. The Parks Commission must weigh this against any permit application and across all permit applications. In addition, the Parks Commission must also be mindful of congestion as permit applications are processed.

The Parks Commission may, at its sole discretion, approve or deny permits. Any such grant is a revocable license and, as such, may be revoked by the Parks Commission upon a supermajority vote during a public meeting.

This section and any permits approved under it shall expire on October 31st, 2020 at 11:59 PM unless this subsection is extended by the City Council or unless any individual permit is revoked by the Parks Commission at any time.

Sharif I. Zeid, Ward 1 City Councillor

Joseph H. Devlin, At Large City Councillor